

**COUNTY COMMISSION of BERKELEY  
COUNTY, WEST VIRGINIA**

**Request for Proposal (RFP)**

**for**

**Pest Control Services**

**February, 2010**

**REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS & EXPERIENCE / TECHNICAL  
PROPOSALS AND PRICE PROPOSALS FOR  
PEST CONTROL SERVICES**

The County Commission of Berkeley County, West Virginia (herein referred to as the "County Commission" or "Commission") is requesting Experience/Technical Proposals and Price Proposals from qualified firms to provide pest control and eradication services for County-owned buildings.

The County Commission (or their designated representatives) will be evaluating submissions to this request and select the firm which submits the lowest qualified bid and is also judged to be responsible and responsive to the request. The County Commission reserves the right to interview some or all prospective firms to discuss qualifications and experience as well as Price Proposals. Detailed information regarding the scope of work can be obtained from Mr. Jay Russell, Facilities Director, at (304) 267-3721.

**A Pre-Proposal Walk Thru of all buildings will be held at 9:00 AM on Friday, February 26, 2010.** Interested pest control companies should report to Room 205, Dunn Building, 400 W. Stephen Street, Martinsburg, WV, 25401. At this meeting attendees will be provided with a bidding information package that details:

- Building addresses and locations.
- Building Square footage.
- Scope of work.

Five (5) copies of the bid must be submitted and marked "**Pest Control Services Bid**". Proposals must be submitted and time-stamped into the County Commission office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 no later than **5:00 PM on Wednesday, March 10, 2010**. Failure to comply with providing the above-required information for Berkeley County's review may result in disqualification of that firm

Berkeley County shall make positive efforts to utilize Disadvantaged Business Enterprises for its supplies and services and shall allow these sources the maximum feasible opportunity to compete for contracts. Berkeley County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment for the provision of services.

Berkeley County reserves the right to accept or reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of the Berkeley County Commission.

## I. **INTRODUCTION:**

Proposals are being requested from qualified firms to provide pest control services for buildings operated by the County Commission of Berkeley County, West Virginia, (hereinafter referred to as "County Commission" or "Commission"). Only written responses to this RFP shall be considered. All materials submitted shall become part of the proposal.

## II. **BACKGROUND:**

**Berkeley County** is located in the eastern panhandle region of West Virginia. As of 2007, the population was 99,734, making it the second-most populous county in West Virginia, behind Kanawha. Martinsburg is the County Seat.

The county lies adjacent to the Washington-Baltimore Metropolitan Area and is one of three counties in Hagerstown-Martinsburg, MD-WV Metropolitan Statistical Area.

Due to its proximity to Washington, D.C., Berkeley County is the fastest growing county in the State of West Virginia and among the fastest growing in the entire country.

## III. **SCOPE OF REQUIRED SERVICES:**

- A. The selected firm will be responsible for providing routine pest control treatments as prescribed by the Berkeley County Facilities Director, as well as, pest eradication services in the event that an infestation is discovered.
- B. The successful Bidder:
  - Must be available within 3 hours of an emergency call-out.
  - Will be responsible for general pest control to include insects and rodents.
  - Must provide inspection and prevention spraying every sixty (60) days.

## IV. **TECHNICAL PROPOSAL:**

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal will cover. ***As a minimum, your Technical Proposal shall include the following information. Failure to discuss each item may deem the submittal non-responsive and may result in non-consideration of respondent's services.***

### A. Firm Information

1. Name, address, telephone number, fax number of firm and parent company, if any, from which the project will be managed.

2. Nature of firm and parent company, if any.
3. Information indicating that the firm is licensed, insured and bonded according to State and Federal regulatory requirements.

B. Firm Capabilities

Describe the size of your firm/project office as related to professional staff.

V. **PRICE PROPOSAL:**

- A. As a minimum, your Price Proposal shall include the following:
1. A quotation of hourly rates for each type of service provided. These hourly rates shall be used as the basis for compensation for required work and shall include the total costs for actual payroll, support, supervision, fringe benefits, overhead, travel expense, chemicals, equipment and incidentals. The actual breakdown for these hourly rates is not required.
  2. Fully executed Non-Collusion Certificate - Attachment A.

VI. **TERM OF CONTRACT:**

- A. The initial term of this contract shall be for twelve (12) months.
- B. If the selected firm fails to comply with the specifications, they will be given thirty (30) calendar days' notice to render satisfactory service. If at the expiration of such thirty (30) calendar days' notice, the unsatisfactory conditions have not been corrected, the County Commission reserves the right to terminate the contract.

VII. **USE OF EXISTING DOCUMENTS:**

Berkeley County will cooperate to the fullest extent by making available to interested bidders all documents pertinent to this service that may be in the County Commission's possession. Berkeley County makes no warranty as to the accuracy of existing documents nor will the County Commission accept any responsibility for errors and omissions that may arise from the Consultant having relied upon them.

VIII. **COMPENSATION TO THE CONSULTANT:**

The Consultant shall invoice the County Commission at the time that services satisfactorily rendered. All invoices shall include a description of the work effort covered for that period. Failure to include the description of work with the invoice may result in rejection of the invoice. Payment shall be made within thirty (30) calendar days of receipt of invoices for services satisfactorily rendered and approved by the County.

IX. **INSURANCE REQUIREMENTS:**

**Professional Liability** – The service provider must show evidence of professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate and must include coverage for errors, omissions and negligent acts, prior to execution of a contract with Berkeley County.

**X. SELECTION PROCESS:**

- A. This solicitation is issued pursuant to the implementation of Berkeley County’s Purchasing Policy. Berkeley County shall not be liable for any costs not included in the proposal, not contracted for subsequently, or in regard to preparation of your proposal.
- B. The Berkeley County Facilities Director will evaluate responses to this request and select those firms judged to be most qualified.
- C. It is the County Commission’s intent to publically open each firm’s bid submission to determine a firm’s qualifications, experience and technical approach to the services.
- D. The County Commission reserves the right to schedule oral presentations of those firms it deems most qualified, to take place within ten (10) business days following notification.
- E. Selection criteria to be used by the Committee are:
  - 1. Responsiveness to the scope of work and these instructions;
  - 2. Past performance of the firm including timely completion of services, compliance with scope of work performed within budgetary constraints, and user satisfaction;
  - 3. Specialized experience and technical competence in performing relevant services in the past ten (10) years, including qualifications of staff members who will be involved in these services;
  - 4. Oral presentations, if required;
  - 5. Adequacy of the personnel of the firm to accomplish the proposed scope of work in the required time;
  - 6. Firm’s capacity to perform the work, giving consideration to current workloads;
  - 7. Firm’s familiarity with problems applicable to this type of services;
  - 8. References from previous clients, including size and scope of the services, name and telephone number of contact person.
  - 9. Price Proposal.

**XI. PROPOSALS AND AWARD SCHEDULE:**

- A. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will not be considered in the evaluation process and will be returned unopened.
- B. It is expected that the contract award will be made within thirty (30) calendar days after the opening of proposals. The contract will be awarded to the Company whose proposal, conforming to this request, will be the most advantageous to Berkeley County.
- C. Proposals must give the full name and address of the proposer and the person signing the proposal shall indicate his or her title and/or authority to bind the firm in a contract.
- D. Proposals cannot be altered or amended after they are opened.
- E. The approval or disapproval of Pest Control Company will be determined by their response to this request and on past performance. No assumptions should be made on the part of the Company as to this County's prior knowledge of their abilities.
- F. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

**XII. TERMS AND CONDITIONS:**

- A. The County Commission reserves the right to reject any or all proposals or to award the contract to the next recommended Company if the successful Company fails to execute an agreement within ten (10) calendar days after being notified of the award of this proposal.
- B. Berkeley County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- C. Any proposal may be withdrawn up until the date and time set within this RFP for the opening of the proposals. Any proposal not so withdrawn will constitute an irrevocable offer, for a period of ninety (90) calendar days, to sell to Berkeley County the services set forth above, in the manner and at the costs set forth.
- D. The selected Company shall be required to enter into a contract agreement with the County Commission. Any agreement or contract resulting from the acceptance of the proposal shall be made on forms approved by the Berkeley County In-House Legal Director and shall contain, as a minimum, applicable provisions of this request for proposal. The County Commission reserves the right to reject any agreement that does not conform to this request for proposal and any Berkeley County requirements for agreements or contracts.
- E. Company shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the Berkeley County Commission.

- F. No reports, information or data given to or prepared by the Company under this agreement shall be made available to any individual or organization by the Company without the prior written approval of the Berkeley County Commission.
- G. Pest Control companies shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the County Commission under the West Virginia Freedom of Information Act.
- H. Berkeley County shall not be liable for any costs incurred by the Bidder in regard to preparation of your proposal.
- I. Berkeley County reserves the right to request interviews.
- J. The County Commission reserves the right to reject any and/or all proposals, to waive technicalities, and to take whatever action is in the best interest of the County.
- K. Berkeley County reserves the right to not hold discussions after award of the contract.
- L. By submitting a proposal, the Company agrees that they are satisfied, as a result of their own investigations of the conditions set forth in this request, that they fully understand their obligations.
- M. The Company shall abide by and comply with the true intent of the RFP and its Scope of Work and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the scope of services, as decided by the County Commission, and as described herein.
- N. If awarded a contract, the Company hereby represents and warrants:
  - 1. That it is qualified to do business in the State of West Virginia and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
  - 2. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract; that it shall comply with all federal, State, and local laws, ordinances, and legally enforceable rules and regulations applicable to its activities and obligations under the contract;
  - 3. That it shall procure, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under the contract;
  - 4. That the facts and matters set forth hereafter in the contract and made a part hereof are true and correct.
- O. In addition to any other remedy available to Berkeley County, breach of any of the services

contracted herein shall, at the election of the County Commission, be grounds for termination. Failure of the County Commission to terminate the contract shall not be considered or construed as either a waiver of such breach or as a waiver of any rights or remedies granted or available to Berkeley County.

P. HOLD HARMLESS/INDEMNIFICATION: If a contract is awarded, the successful Company will be required to indemnify and hold Berkeley County, its agents and/or employees harmless from and against all liability and expenses, including attorney's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out of or attributable to the Company's performance of the contract awarded.

Q. Termination for Convenience: Berkeley County may terminate a contract, in whole or in part, whenever the County Commission determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the Company. Berkeley County shall pay all reasonable costs incurred by the Company up to the date of termination. However, in no event shall the Company be paid any amount that exceeds the price proposed for the work performed. The Company will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Company has not performed or has unsatisfactorily performed the contract, Berkeley County may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the County Commission. Failure on the part of a Company to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Company will be paid for work satisfactorily performed prior to termination less any excess costs incurred by Berkeley County in re-procuring and completing the work.

R. The contractual obligation of Berkeley County under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

S. INTERPRETATION: The contract resulting from this proposal shall be construed under the laws of the State of West Virginia.

### **XIII. INTERPRETATIONS, DISCREPANCIES, OMISSIONS:**

Should any Company find discrepancies in, or omissions from, the documents or be in doubt of their meaning, they should at once request in writing an interpretation from the County Commission. All necessary interpretations will be issued to all Company in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Company to receive any such addendum or interpretation shall not relieve such Company from any obligation under their proposal as submitted. Berkeley County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS SHALL NOT BE BINDING ON BERKELEY COUNTY.** No requests received after **4:00 p.m., Wednesday, March 10, 2010** will be considered. Every interpretation made by Berkeley County will be made in the form of an addendum that, if issued, will be sent by Berkeley County to all interested parties.



**ATTACHMENT A  
NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the \_\_\_\_\_

(Title)

and the duly authorized representative of the firm of \_\_\_\_\_

whose address is \_\_\_\_\_

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offeror herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the County Commission of Berkeley County, West Virginia, administrative or supervisory personnel or other employees of Berkeley County have any interest in the bidding company except as follows: (complete if applicable)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name