

**COUNTY COUNCIL of BERKELEY  
COUNTY, WEST VIRGINIA**

**Request for Proposal (RFP)**

**For**

**2011 GROUNDS MAINTENANCE**

**March, 2011**

**REQUEST FOR PROPOSALS  
REGARDING QUALIFICATIONS & PRICE PROPOSALS FOR  
BERKELEY COUNTY GROUNDS MAINTENANCE**

The County Council of Berkeley County, West Virginia (herein referred to as the “County Council” or “Council”) is requesting Proposals from interested parties for Berkeley County Grounds Maintenance.

The County Council (or its designated representatives) will be evaluating submissions to this request and will ultimately select a company/contractor judged to be both responsible and responsive to the request in every way, including having offered the most beneficial, appropriate price proposals. The County Council reserves the right to interview some or all prospective firms to discuss qualifications & experience as well as price proposals. Bid specifications containing the format for submittals, information regarding the scope of work, and selection criteria used by the County Council is available from the County Council Office, 400 W. Stephen Street, Suite 201, Martinsburg, WV 25410, or by telephone at 304-263-1923. Inquiries should be directed to Gwen Campbell, Purchasing Coordinator, at 304-267-5000, extension 3104.

**A Pre-Proposal Conference will be held at 10:00 AM on Monday; March 28, 2011 in Room 205, Dunn Building, 400 W. Stephen Street, Martinsburg, WV, 25401. Attendance at this conference is mandatory for those wishing to submit proposals.**

Three (3) copies of submittals of Qualification/Experience & Price information from interested businesses should be enclosed in a sealed opaque envelope marked “**Berkeley County 2011 Grounds Maintenance Bid**”. Proposals must be submitted and time-stamped into the County Council Office, Room 201, 400 W. Stephen Street, Martinsburg, WV, 25401 **no later than 4:00 p.m. on Wednesday; April 6, 2011.** Failure to provide the required information as requested in the RFP for Berkeley County’s review may result in disqualification of that Company/Contractor.

Proposals will be opened and entered into public record at 10:45 AM on Thursday, April 7, 2011 in the County Council Meeting Room, 400 W. Stephen Street, Room 205, Martinsburg, WV, 25401.

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 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 Council.

## **I. INTRODUCTION:**

Proposals are being requested from qualified firms to provide grounds maintenance for the County Council of Berkeley County, West Virginia, (hereinafter referred to as “County Council” or “Council”). 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.

Berkeley County is currently governed by a five (5) member County Council.

## **III. REQUIRED SERVICES:**

The County Council requests that interested parties provide the following services:

### **A. Scope of Work**

The contractor shall furnish all labor, equipment, and supplies necessary for performing the work specified. The County shall not provide any equipment or supplies during the performance of this contract. Grass mowing proposal should be based on approximately thirty (30) weeks of mowing.

### **B. Frequency of Mowing**

Mowing shall be performed weekly or less frequently as directed by the Berkeley County Facilities Director, depending on weather conditions.

### **C. Grass Cutting**

Grass shall be cut before the grass reaches a height of five inches (5”) from the ground, and shall be cut no shorter than two inches (2”) from the ground. Mowing equipment shall be kept in good working condition. Under no circumstances will cut grass be clumped together and left piled on top of the grounds. Cutting shall be accomplished in such a manner as to prevent clippings from being blown onto or left on air-conditioning condensers, landscaped areas, mulched trees, flower beds, cars, streets, and sidewalks. Contractor shall be responsible for cleaning up all grass clippings.

### **D. Litter Collection**

All litter shall be picked up prior to each mowing. Litter must be removed from the area and disposed of.

### **E. Trimming**

Trimming of grass and other vegetation shall be performed at each mowing. All trimming shall be

accomplished to present a uniform height with the surrounding areas. Trimming shall be done around all trees, fences, waterways, walkways, roadways and parking lots. Damage to trees and fences caused by string trimmers is not acceptable. If approved by the Facilities Director, pre-emergent treatment such as Preen or Roundup may be applied to reduce labor.

F. Inspection of Work

The County will inspect all areas on a regular basis. Should the County identify service or maintenance levels that do not meet the specifications of this RFP, the County shall contact the Contractor with notice of any deficiencies. Contractor shall make corrections to deficiencies not more than seven (7) days after such notice is given, and within a shorter time period if the County deems it necessary. Failure to promptly correct deficiencies may be grounds for the County to void the remaining period of the contract.

G. Pesticide/Herbicide Certification

All bidders are required to submit with their bid a copy of their Commercial Applicator's License for the application of pesticides/herbicides, as issued by the State of West Virginia. Certification must remain in effect for the duration of the 2011 Grounds Maintenance Contract.

IV. AREAS INCLUDED IN GROUNDS MAINTENANCE PROGRAM:

Depending on bids received and fund availability, the following areas may be included in the 2011-12 grounds maintenance program. The Berkeley County Council reserves the right to modify the below list to include/exclude any or all of the locations provided.

- Pikeside Waterway ( approximately 16 acres)
- Sportsman's Paradise (lots totaling approximately 15 acres)
- Berkeley County Judicial Center (not including the rain garden)
- Berkeley County Dunn Building
- 100 W. King Street
- 110 W. King Street
- 126 W. King Street
- Around parking lot located at Stephen Street & Maple Avenue
- Around parking lot located at Raleigh Street and W. South Street
- Occasional miscellaneous services such as shrubbery trimming, mulching or tree branch removal.

The acreage listed above is only an approximation. Each bidder is responsible for inspecting the areas listed above prior to submitting a proposal. **Bidders having questions about locations, scope of work at each location, etc. should contact Mr. Jay Russell, Facilities Director, at 304-267-3721. Mr. Russell shall respond in writing and shall make such questions and responses available to all bidders, as an addendum to the RFP.**

V. Q&E / TECHNICAL PROPOSAL:

Respondent shall respond to and reference each section and subsection for portion(s) of RFP proposal. ***At a minimum, your Q&E / 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, and 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. Name, address, telephone number, and fax number of the local representative.

B. References

1. Provide the name, address and contact person for at least three (3) commercial clients that can attest to the quality of work performed by your firm.

C. Miscellaneous Requirements

All proposals must provide written proof that:

- The selected Company/Contractor is licensed to conduct business in the State of West Virginia and the City of Martinsburg.
- The selected Company/Contractor must certify that it is employing only US Citizens or those persons legally in the United States.
- The selected firm must show proof of current workers compensation coverage or payroll information which will show that such coverage is not required.

- D. All technical proposals should include any conclusions, remarks and/or supplemental information that is pertinent to this request. Submitters are also required to provide written information regarding their inability to conform to any of the technical requirements listed above. Failure to do so will result in disqualification of proposal.

**VI. PRICE PROPOSAL:**

A. At a minimum, your Price Proposal shall include the following:

1. A price quotation for each mowing job, including trimming, etc., by proposed location-Attachment A
2. Fully executed Non-Collusion Certificate - Attachment B
3. Proof of current workers compensation coverage, if required.
4. Proof of current business licenses.

5. Proof of adequate liability insurance as specified below.
6. Statement/proof that the Company/Contractor employs only US citizens or those persons legally in the United States.
7. Copy of commercial pesticide/herbicide applicator's license.
8. Any conclusions, remarks and/or supplemental information pertinent to this request.

**VII. TERM OF CONTRACT:**

- A. The initial term of this contract shall be for one (1) year (May 1 – April 30), commencing May 1, 2011, with the option to renew for two (2) additional one (1) year terms.
- B. If the Contracting firm awarded the bid subsequently fails to comply with the specifications, it 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 Council reserves the right to terminate the contract.

**VIII. USE OF EXISTING DOCUMENTS:**

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

**IX. COMPENSATION TO THE COMPANY/CONTRACTOR:**

The successful Company/Contractor shall invoice the County Commission on a monthly basis. All invoices shall include a detailed description of services provided to include location and dates of service. Payment shall be made within thirty (30) calendar days of receipt of invoices as approved by the County.

**X. INSURANCE REQUIREMENTS:**

**Liability** – The Firm must show evidence of 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 prior to execution of a contract with Berkeley County.

**XI. 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 Facilities Director or other designated representative of the County Council will evaluate responses to this request and select those firms judged to be most qualified.
- C. Since it is the County Council's desire to select the most qualified and responsible Company/Contractor, who presents the lowest bid, the Council reserves the right to schedule oral presentations from those firms it deems most qualified, to take place within ten (10) business days following notification.
- D. Selection criteria to be used by the Council 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 three (3) years, including qualifications of staff members who will be involved in these services;
  - 4. Oral presentations, if required;
  - 5. Firm's capacity to perform the work, giving consideration to current workloads;
  - 6. References from previous clients, including size and scope of the services, name and telephone number of contact person.
  - 7. Price Proposal.

## **XII. PROPOSALS AND AWARD SCHEDULE:**

- A. Proposals received prior to the deadline will be treated as confidential, until receipt of all Proposals and opening of the same. 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 may not be altered or amended after they are opened.
- E. The approval or disapproval of the Company's/Contractor's Proposal will be determined by its response to this request and on past performance. No assumptions should be made on the part of the Company/Contractor 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.

**XIII. TERMS AND CONDITIONS:**

- A. The County Council reserves the right to reject any or all proposals or to award the contract to the next recommended Company/Contractor if the successful Company/Contractor 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/Contractor shall be required to enter into a contract agreement with the County Council. 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, at a minimum, applicable provisions of this request for proposal. The County Council 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. Selected Company/Contractor 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/Contractor under this agreement shall be made available to any individual or organization by the Company/Contractor without the prior written approval of the Berkeley County Council.
- G. Companies/Contractors 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 Council under the West Virginia Freedom of Information Act.
- H. Berkeley County shall not be liable for any costs incurred by the Company/Contractor in regard to preparation of its proposal.
- I. Berkeley County reserves the right to request interviews.
- J. The County Council 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/Contractor agrees that it is satisfied, as a result of its own investigations of the conditions set forth in this request, and that it fully understands the obligations set forth therein.
- M. The Company/Contractor shall abide by and comply with the true intent of the RFP and its Scope of Work and shall not take advantage of any unintentional error, ambiguity or omission, but shall fully complete every part as contemplated by the true intent and meaning of the scope of services described herein. Clarifications may be requested and dealt with at the Pre-Proposal Conference.
- N. The Company/Contractor hereby represents and warrants:
1. That it is now, or will be by the time its Proposal is opened, 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 County, or any department or agency thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not fall into 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 any proposal and subsequent contract are true and correct and may be relied upon by the Council
- 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 Council, be grounds for termination. Failure of the County Council 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/Contractor 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/Contractor's performance of the contract awarded. Any property or work to be provided by the Company/Contractor under this contract will remain at the Company's/Contractor's risk until written acceptance by the County Council; and the Company/Contractor will replace, at Company's/Contractor's expense, all property or work damaged or destroyed by any cause whatsoever.

Q. Termination for Convenience: Berkeley County may terminate this or any 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 30 days written notice to the Firm/Company. Berkeley County shall pay all reasonable costs incurred by the Firm/Company up to the date of termination. However, in no event shall the Company/Contractor be paid any amount that exceeds the price proposed for the work performed. The Company/Contractor 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/Contractor 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 Council. Failure on the part of a Company/Contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The Company/Contractor will be paid for services satisfactorily rendered 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.

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

Should any Company/Contractor 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 Council. All necessary interpretations will be issued to all Companies/Contractors in the form of addenda to the specifications, and such addenda shall become part of the contract documents. Failure of any Company/Contractor to receive any such addendum or interpretation shall not relieve such Company/Contractor 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 30, 2011 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.

#### **LIST OF APPENDICES THAT ARE ATTACHED**

Appendix A – Price Quotation for Mowing Prices by Proposed Location.

Appendix B – Non-Collusion Certificate.

**ATTACHMENT A  
PRICE PROPOSAL**

**(to be used as the top cover sheet for submitted bids)**

**I. SCOPE OF WORK**

The Company/Contractor shall furnish all of the materials, labor, equipment, tools and supervision, and shall do everything necessary to perform grounds maintenance at designated Berkeley County properties.

**II. TIME FOR COMPLETION**

The work to be performed by the Company/Contractor under this proposal shall be started within one (1) week of the bid award and shall continue weekly (or unless otherwise directed) for thirty (30) weeks, as outlined in the specifications. The duration and frequency of services may be adjusted due to the growing season and other weather conditions. Payments will be made based on the actual number of mowing and other services performed.

**III. BID PROPOSAL**

In consideration of the services set forth in the scope of work, including meetings with the Facilities Director, Company/Contractor submits the following bid:

**MOWING**

<b>LOCATION</b>	<b>PRICE PER MOWING</b>
Pikeside Waterway	\$ per mowing
Sportsman's Paradise (total for all lots)	\$ per mowing
Berkeley County Judicial Center (excluding rain garden)	\$ per mowing
Berkeley County Dunn Building	\$ per mowing
100 W. King Street	\$ per mowing
110 W. King Street	\$ per mowing
126 W. King Street	\$ per mowing
Parameter of parking lot located @ Stephen Street & Maple	\$ per mowing
Parameter of parking lot located @ Raleigh Street & W. South	\$ per mowing
Total Per Mowing Price for All Locations	\$ total of above
Times 30 mowings per season	x 30 weeks
<b>Total Maximum Cost (All locations/once per week/30 times per season)</b>	<b>\$ per season</b>

**MISCELLANOUS SERVICES**

<b>TYPE OF SERVICE</b>	<b>HOURLY COST</b>
Shrubbery Trimming	\$ per hour
Mulching (excluding the cost of mulch)	\$ per hour
Removal of tree branches/tree trimming	\$ per hour

**ATTACHMENT B  
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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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