



**NOTICE DATE: June 11, 2009**

**REQUEST FOR PROPOSAL FROM COMPANIES QUALIFIED TO PROVIDE**

**PEST CONTROL SERVICES FOR BARNWELL COUNTY FACILITIES - 2009**

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You are invited to submit proposals in accordance with the requirements, which are contained herein.

It is required that your proposals be submitted and received by the Barnwell County Business Office, Room 124, County Administration Building, 57 Wall Street, Barnwell, SC, 29812, no later than 2:00 p.m., July 03, 2009.

This solicitation does not commit Barnwell County to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for services.

Barnwell County reserves the right to reject any or all proposals if in the best interest of the County and to disqualify any company that does not comply with the provisions of the proposal.

## **PURPOSE**

Barnwell County is a political subdivision of the State of South Carolina.

Barnwell County is seeking proposals from companies qualified to provide pest control services and termite treatment in accordance with the following scope of service:

### **SCOPE OF SERVICE**

1. Point of Contact: The point of contact for this project is Leonard Collins, Buildings and Grounds Supervisor. Any questions regarding the size and type building will be directed to Mr. Collins via email ([lcollins@barnwellsc.com](mailto:lcollins@barnwellsc.com)) or fax (803-541-1498). If a company is interested in visiting each facility, appointments must be arranged through Mr. Collins.
2. Scope: This specification covers services for furnishing all materials, labor, supplies, and equipment needed to provide pest control for Barnwell County.
3. Standards: The company will be responsible for following any applicable sections of the S.C. Code of Laws including Title 46, Section 46-13-10 and any amendments thereto.
4. Requirements:
  - a) Service Schedule—Pest control service shall be rendered monthly, quarterly, and/or quarterly as shown on Attachment A.
  - b) Pest and Rodents—Pest control shall be provided for the following general classes of pests and rodents: ants, bees, hornets, wasps, roaches, mice, rats, silver fish, etc. Other pests shall be treated on an “as needed” basis, with costs solicited in accordance with the S.C. Code. This group of pests includes snakes, bats, moths, fleas, mites, and parasites of man.
5. Spray/Treatment Area: Treat all vulnerable areas with the appropriate pest control method, such as sprays, traps, etc., in and around the buildings listed in Attachment A.
6. Emergency Treatment: Company shall be respond within 24 hours of notification on all emergency requests which may arise between monthly or quarterly treatments. Additional fees will not be charged for emergency calls if the requests are for control of pests already covered under the contract. Emergency treatments for those pests not covered on the contract will be billed to the County. The County will receive a 30-day warranty for services received for which additional charges are made.
7. Addition & Deletion of Building: Additions or deletions of buildings may be made to the contract on an as needed basis. This will be done by negotiation on a building-by-building basis at the same price bid based on other comparable sized buildings.

8. Pesticides: All pesticides must be registered in accordance with the S.C. Code. Only pesticides specifically labeled for their intended use and intended site shall be used. Specimen labels for each pesticide and rodenticide used in Barnwell County Government buildings shall be furnished within 10 days after notice of award. Material Safety Data Sheets (MSDS), if applicable, for each pesticide used will be filed with the Barnwell County Business Office.
9. Poison Control: The County shall be provided a telephone number, preferably toll free if available, to a poison control center in the event of a suspected poisoning.
10. Insurance Coverage: The company shall carry insurance to cover bodily injury and property damage in a minimum amount of \$100,000 per incident. The contractor shall also carry Workman's Compensation Insurance for all its employees engaged in any work under this contract.
11. Warranty: The contractor warrants to the County that all services performed will be in a professional manner consistent with industry practice.
12. Evaluation and Quality Assurance: The pest control services will be subject to inspection by the County. The County will notify the contractor of any reported problems and expect the contractor to correct any deficiencies within 24 business hours.
13. Delivery and Payment: Payment will be made either monthly or quarterly based upon valid, approved invoices. The invoice should be signed by someone working in the particular building being treated.
14. Scheduling of Work: Due to the nature of County government, and the different hours worked by different departments, the contractor is asked to coordinate the needed pest control work at times most convenient to the department heads on duty.
15. Contract: The contractor must be willing to enter into a 12 month contract with the County. The contract is to be renewable, upon agreement of both parties within 30 days of expiration of the original contract. The County reserves the right to terminate the contract at any time. The County desires contracts to run concurrent with the budget year, which is July 01 the June 30 of each year.
16. Attachments: See Attachment A for building and treatment information.

### **Type of Contract**

Barnwell County intends to sign a contract with one company for the complete set of products and services included in this RFP. To the extent that companies choose to make joint proposals, one company must be designated the lead company to sign the contract and be the point of contact with Barnwell County.

### **Compliance with RFP Provisions Mandatory**

The company must meet all of the mandatory requirements set forth in this RFP. Failure to provide mandatory capability will result in the rejection of the company's proposal.

### **Preparation of Proposals**

All proposals should be completed and carefully worded and must convey all the information requested by Barnwell County.

### **Questions**

Every effort has been made to ensure that all information needed by the company is included herein. If a company finds that it cannot complete a proposal without additional information, it may submit written questions to the Barnwell County Business Office. All replies to questions will be in writing. ***Oral questions will not be answered.*** When a question received by Barnwell County is found to be already sufficiently answered in the RFP, that question will be returned to the company with a reference to the part of the RFP containing the answer. All questions and written replies will be distributed to all companies and will be regarded as a part hereof. No negotiations, decisions or actions shall be initiated by any company or prospective company as a result of any verbal discussion with any Barnwell County representative or employee.

All questions in connection with this RFP shall be sent to the Barnwell County Business Office, County Administration Building, Room 124, 57 Wall Street, Barnwell, SC 29812 or faxed to the Business Office at (803) 541-1070. Mark the envelope "Questions for RFP-Pest Control Services for Barnwell County – 2009." The deadline for this RFP is 2:00 p.m., July 03, 2009.

**Insurance Coverage Requirements**

1. General Liability Insurance

The company shall provide Commercial general liability insurance including but not limited to, contractual, independent contractor, premises, operations, products, completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury (including death) and property. The coverage shall be on an “an occurrence basis,” and the policy shall include broad form property damage coverage.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Barnwell County, South Carolina, County Administrator.

2. Workers’ Compensation

The company shall provide workers’ compensation insurance for its employee.

This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to Barnwell County, South Carolina, County Administrator.

3. Indemnification

The company will agree to protect, defend, indemnify, and hold harmless the County, its Council, appointed and elected officials, employees, agents, from any and all claims, suits, liabilities, expenses, costs, damages, or judgments of any nature, including attorney fees, for injury to, or death of, any person, and for injury to any person, including consequential damages of any nature resulting there from, arising out of, or if any way connected with any negligent acts or omission by, or on behalf of the company, its officer, employees, agents, or contractors in negligently or wrongfully performing or failing to perform any services or functions provided for, or referred to, in any way connected with any work, services, or functions, to be performed by the company, its Officers, employees, agents, or contractors both under and outside the Contract.

The aforesaid indemnity and hold harmless clause by the company shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered by the party to be indemnified, including, but not limited to, attorney fees, by reason of the aforesaid operations of the indemnifying party, regardless of whether or not the insurance policies or self-insurance of the indemnifying party shall have been determined to be applicable to any of such damages or claims for damages.

Certificate of Insurance must be filed with the Barnwell County Business Office.

**Termination by Barnwell County**

Funds for this contract are payable from Barnwell County funds. In the event no funds or insufficient funds are appropriated and made available for payments due under this contract, then Barnwell County shall immediately notify the company of such occurrence, and this contract shall create no further obligation of Barnwell County as to

such current or succeeding fiscal year and shall be null and void, except as to the portions of the payments herein agreed upon for funds which shall have been appropriated and budgeted. In such event, this contract shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to Barnwell County of any kind whatsoever. No right of action or damages shall accrue to the benefit of the company as to that portion of this contract, which may so terminate. Barnwell County shall provide the successful company with notice not less than thirty (30) days prior to the date of cancellation, if such time is available. Otherwise, prompt notice will suffice. In the event of occurrence of the circumstances described immediately above, the company shall not prohibit or otherwise limit the rights of Barnwell County to pursue and contract for alternate solutions and remedies as deemed necessary by Barnwell County for the conduct of its affairs. All provisions stated herein shall apply to any amendment or the execution of any option to extend the contract.

**Approval of Use of Names**

The company shall not have the right to include Barnwell County's name in its published list of customers without prior approval. With regard to news release, only the name of the company, type and duration of contract may be used and then only with prior approval of Barnwell County. The company agrees not to publish or cite in any form any comments or quotes from Barnwell County Council members or staff. The company further agrees not to refer to any award of this contract to commercial advertising in such manner as to state or imply that the products or services provided are endorsed or preferred by Barnwell County.

**Employment of Personnel**

In all hiring or employment made possible by or resulting from the contract and in accordance with 45 CFR Parts 90 and 91 (1990), the company agrees that:

- (1) There shall be no discrimination against any employee or applicant for employment because of handicap, age, race, color, religion, sex, or national origin, and
- (2) Affirmative action shall be taken to insure that applicants are employed, and that
- (3) Employees are treated during employment without regard to their handicap, age, race, color, religion, sex, or national origin.

This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The company further agrees to give public notice in conspicuous places available to employees and applicants for employment setting forth the provisions of this section. All solicitations or advertisements for employees shall state that all qualified applicants shall receive consideration for employment without regard to handicap, age, race, color, religion, sex, or national origin. All inquiries made to the company

concerning employment shall be answered without regard to handicap, age, race, color, religion, sex, or national origin. All responses to inquiries made to the company concerning employment made possible as a result of the contract shall conform to Federal, State, and local regulations.

**Compliance with Codes, Ordinances, Industry Standards**

During the term of this contract, it shall be the company's responsibility to ensure compliance with all applicable provisions of laws, codes, ordinances, rules and regulations, tariffs, and industry standards.

**Compliance with Illegal Immigration Reform Act – 2008 Act No. 280 (R. 327, H. 4400)**

Contractors must verify that their new hires are authorized to work in the United States and provide a written verification statement to the County certifying that it will comply with the requirements of the Act and agree to provide the County any documents required to show that they and their subcontractors and sub-subcontractors have complied with the Act, or show that the Act is not applicable to them.

**Assignment**

No contract or its provisions may be assigned, sublet, or transferred without the written consent of Barnwell County.

**Safety Precautions**

Barnwell County assumes no responsibility with respect to accidents, illness, or claims arising out of any work undertaken with the assistance of funds paid under the contract. The company shall take the necessary steps to insure or protect itself and its personnel. The company agrees to comply with all applicable local, State, and Federal occupational and safety acts, rules, and regulations.

**Political Activity**

The company shall comply with all applicable provisions of the Federal "Hatch Act" as amended.

**Restrictions for Lobbying**

In accordance with 31 U.S.C. 1352, funds received under this contract may not be expended to pay any person or influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors and must be included in all subcontracts.

**Compliance with Federal Regulations**

State or Federal requirements that are more restrictive shall be followed.

**Americans with Disabilities Act (ADA)**

The company shall comply with the ADA, as applicable.

**Debarment Certification**

The company agrees to comply with the applicable provisions of 45 CFR Part 76 (1990).

**Audits and Reviews**

The company shall, throughout the life of the contract, participate in State and Federal audits. The company shall provide support to Barnwell County during any and all audits. The support shall include, but shall not be limited to, producing documentation, gathering data, preparing reports or correspondence, and assisting Barnwell County in responding to questions.

## **CONTENTS OF STATEMENT**

The proposal should contain information in sufficient detail, but not exceed 50 pages, to demonstrate the following:

### **Corporate Statement**

Outline the company's location, size, and history. Special emphasis should be placed in the company's presence in South Carolina, if any.

Statements must include a description of the company's senior projects staff, company resources, and the application of those resources to the project's needs.

The statements must include the professional resume of each individual who would be designated as a project manager or technical support team.

### **References**

Company must provide references regarding similar services.

### **Performance Summary on Similar Services**

Company must provide information regarding past performance on similar services to show that it is capable of providing the service on a timely basis, within a budget, and to the customer's satisfaction.

### **Rate Schedules**

Statement must include the company's standard rate schedules and that of any subcontractor used by the company for labor costs (direct and overhead) and reimbursable expenses including equipment time, travel-related costs, telex/telephone charges, etc.

### **Subcontractors**

If the company proposes to use key professional personnel who are not employed by the company in a full time capacity, the company must include a resume(s) of the personnel, specifically designate what portion of the project the personnel will be responsible for and what percentage, in terms of time, of the project will be performed by such personnel. The company shall be professionally liable for the work of such personnel and shall provide assurance to Barnwell County that such personnel will devote sufficient time, which time shall be satisfactory to Barnwell County, to the project in order to carry out properly the designated project work.

### **Other information directly related to scope of work may be included**

**EVALUATION OF PROPOSALS**

Proposals will be reviewed by Barnwell County. The proposal will be evaluated based on the evaluation criteria set forth below. Discussions with representatives of the companies regarding their qualifications may be held as needed.

Companies may be asked to make formal presentations to Barnwell County and/or reviewing Committee at any time during the process. After Barnwell County has selected a company, the County Administrator will negotiate a satisfactory contract with the selected company. If a satisfactory contract cannot be negotiated with the first ranked company, the County Administrator will negotiate with the second ranked company, and so forth, until a satisfactory contract is negotiated or Barnwell County determines to re-solicit the RFP.

**Selection and Ranking Criteria**

Barnwell County will evaluate and rank each of the firms that submitted proposals in view of the following criteria:

<b>CRITERIA</b>	<b>RANKING</b>
1. The ability of professional personnel;	<b>Max. 20 Pts.</b>
2. Compliance with requirements set forth in RFP including, but not limited to the written verification statement to the County certifying that the company will comply with the requirements of the Illegal Immigration Reform Act 2008, Act No. 280 (R. 327, H. 4400);	<b>Max. 20 Pts.</b>
3. Related experience on similar projects;	<b>Max. 15 Pts.</b>
4. Recent, current, and projected workloads of the company;	<b>Max. 15 Pts.</b>
5. References;	<b>Max. 10 Pts.</b>
6. Location;	<b>Max. 10 Pts.</b>
7. Cost and pricing information; and	<b>Max. 10 Pts.</b>
<b>Total Points Awarded (not to exceed 100):</b>	

**Project Timetable**

Proposed cost and pricing information of the company must remain firm for sixty (60) days after the deadline for submitting proposal.

**SUBMISSION OF PROPOSALS**

Submit two (2) copies of the proposals to:

Barnwell County Business Office  
County Administration Building, Room 124  
57 Wall Street  
Barnwell, SC 29812

All proposals must be received at the above address no later 2:00 p.m., July 03, 2009. Any proposal not received by Barnwell County by that date and time and not completely responsive to the specifications shall be rejected and shall not be evaluated.

# ATTACHMENT A

LOCATION	ADDRESS	PEST CONTROL	TERMITE TREATMENT
AXIS I Center	1644 Jackson Street Barnwell, SC 29812	Quarterly	Annually
Buildings & Grounds Office	268 Calhoun Street Barnwell, SC 29812	Monthly	Annually
Clemson Extension Bldg.	34 Pechman Street Barnwell, SC 29812	Monthly	Annually
County Administration Building	57 Wall Street Barnwell, SC 29812	Monthly	Annually
County Animal Shelter	55 Diamond Road Barnwell, SC 29812	Monthly	Annually
County Courthouse and Annex Building	141 Main Street Barnwell, SC 29812	Monthly	Annually
County Library (New)	40 Burr Street Barnwell, SC 29812	Quarterly	Annually
Detention Center (2 Buildings)	318 Calhoun Street Barnwell, SC 29812	Monthly	Annually
Engineer's Office and County Shop	48 Aimee Street Barnwell, SC 29812	Monthly	Annually
Fuller House Library and Museum	617 Hagood Avenue Barnwell, SC 29812	Quarterly	Annually
Health Department Bldg.	11015 Ellenton Street Barnwell, SC 29812	Quarterly	Annually
HHS Offices	29 Allen Street Barnwell, SC 29812	Monthly	Annually
Law Enforcement Complex	599 Joey Zorn Blvd. Barnwell, SC 29812	Monthly	Annually
Richardson Building/DSS	10913 Ellenton Street Barnwell, SC 29812	Monthly	Annually
Williston Magistrate Office	12445 Main Street Williston, SC 29812	Quarterly	Annually