

REQUEST FOR PROPOSALS TO INSTALL A BACKUP GENERATOR - 2025

The Greenbrier County Commission requests sealed proposals for the following:

The successful Vendor will evaluate, design, purchase and install a 25 KW propane powered backup generator to power the communications shelter at the Hopkins Mountain Communications Tower site operated by the Greenbrier County Emergency Communications Center. The physical address for the site is: 3421 Hopkins Knob Rd. White Sulphur Springs, WV 24986.

Minimum requirements:

- 25 KW propane powered backup generator
- Improvement of existing concrete pad
- Removal of existing generator per instructions
- Outdoor ground enclosure
- Appropriate SPD 200 amp, 2-pole automatic transfer switch
- Annunciator panel

Any proposed work to be performed in addition to the vendor's written proposal must be approved in advance by the Greenbrier County Commission.

Proposals will be received via delivery to the office of the Greenbrier County Commission, 912 Court Street N, Lewisburg, WV 24901 until **4PM on Thursday, June 19, 2025**. Delivery may be accomplished in person, by USPS, or other commercial delivery services. Faxed or emailed bids will not be accepted. It shall be the bidders' responsibility to determine their method of transmittal such that their bids will arrive in the Commission's office prior to the scheduled bid opening. The Commission cannot waive or excuse late receipt of a proposal which is delayed and late for any reason. All proposals must be enclosed in a sealed envelope. The Greenbrier County Commission reserves the right to rescind this RFP and to reject any and/or all proposals.

Vendor's personnel accessing any of the locations to perform the proposed services may be subject to a background check and the Greenbrier County Commission and/or the Greenbrier County Homeland Security Management Agency may deny access to any person based upon such information.

INSTRUCTIONS FOR PROPOSALS:

All Bid Proposals must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of a Vendor's proposal.

Vendor shall be required to obtain a county building permit but shall be exempt from the permit fee. Vendor shall obtain an electrical inspection of work related to generator installation.

Vendor must be properly registered and in good standing with the WV Secretary of State, WV State Tax Department, as applicable, and any other entities as necessary. Each of these entities has different fees that may be applicable to their respective registration requirements.

Questions regarding this RFP should be directed to Kelly Banton via email at: kelly.banton@greenbriercounty.net.

To be considered, proposals must include the following:

- ☐ This RFP initialed by Vendor;
- ☐ Vendor's Signed Bid Proposal which shall include the total Bid Price and specifications for the generator proposed to be supplied including any warranty supplied by Vendor and contractual terms required by Vendor;
- ☐ Copy of the vendor's WV contractor's license;
- ☐ Copy of a Certificate of Good Standing from the West Virginia Tax Division;
- ☐ Verification of General Liability Insurance and Vehicle Insurance each in the amount of \$1,000,000; and
- ☐ Acceptance of the County Addendum to Vendor's Standard Contractual Terms, which may be obtained from the email address above.

If accepted, the Vendor's Proposal, together with this Request for Proposals and County Addendum shall become the terms of an enforceable contract between the County Commission and the Vendor.

The sealed proposal shall be delivered to:

Greenbrier County Commission
912 Court Street N
Lewisburg, WV 24901

Vendor understands and agrees that its proposed bid shall include supply of the generator and its proper installation, all mileage, materials, vehicles, personnel, tools and other equipment necessary for installation and any necessary troubleshooting of the supplied generator described herein.

ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

Regarding the Contract between The Greenbrier County Commission of Greenbrier County, West Virginia (the "County"), and the Vendor: _____ (the "Vendor," or collectively referred to herein as the "Parties"):

WHEREAS, the County and the Vendor are entering into a Contract for goods and/or services, and Vendor has presented one or more forms for incorporation into the Contract, and such forms include one or more terms or conditions that the County will not or cannot accept, or Vendor has presented a quote for goods or services. In consideration for the incorporation of the Vendor's form(s) into the Contract and/or acceptance of the Vendor's quote, the Vendor agrees to the terms and conditions contained in this Addendum, which specifically eliminates or alters the legal enforceability of certain terms or conditions contained in the Vendor's form(s), or constitutes the basic terms and conditions of the Contract where the Contract is silent.

THEREFORE, the parties agree to the following terms and conditions, and if any of such terms and conditions conflict with terms or conditions presented by Vendor, the terms and conditions contained in this Addendum shall control:

1. **ORDER OF PRECEDENCE:** This Addendum modifies and supersedes Vendor's form(s) regardless of whether such forms are submitted or executed before or after the execution of this Addendum. In the event of any conflict between Vendor's form(s) and this Addendum, the terms contained herein shall control.
2. **PAYMENT:** Payments for goods or services shall be made in arrears only upon the later of receipt of a proper invoice or upon receipt of the goods or services. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
3. **GOVERNING LAW:** Any language requiring the application of the law of any state other than West Virginia in interpreting or enforcing the Contract is deleted and the Contract shall be governed by the laws of the State of West Virginia. Any information provided by Vendor in any form which contradicts or violates applicable West Virginia law shall have no effect.
4. **REGISTRATION:** The Vendor shall be registered and in good standing with the West Virginia Secretary of State's Office.
5. **RISK SHIFTING:** Any provision requiring the County to bear the costs of all or a majority of business or legal risks associated with the Contract, to indemnify the Vendor, or hold the Vendor or a third party harmless for any act or omission is deleted.
6. **LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages to person or property is deleted.
7. **VENDOR RELATIONSHIP:** The relationship of the Vendor to the County shall be that of an independent contractor and no principal-agent relationship or employer-employee

relationship is contemplated or created by the Contract. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed by Vendor in connection with carrying out the procurement by County, except that any such individual may be required to undergo a background check if that person shall have access to secured areas of the County or County data. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the County and shall provide the County with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

8. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the County, its officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data use under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe Federal, State or local laws including, but not limited to, labor and wage and hour laws.
9. **FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds available to the County for the purpose of this Contract. Cancellation due to lack of funding shall not constitute a default by the County.
10. **COMPLIANCE WITH LAWS:** Vendor acknowledges that it is responsible for reviewing, understanding, and complying with all applicable federal, state and local laws, regulations and ordinances, and that shall notify its subcontractors of the same obligations.
11. **ARBITRATION:** Any reference made to arbitration by the Contract, or any other documents or specifications presented by Vendor are hereby deleted as void and of no effect.
12. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding any term to the contrary, no modification of the Contract shall become binding without mutual written consent of the parties.
13. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provisions of the Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or relinquishment for the future of such

term, provision, option, right or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party. Any provision presented by Vendor requiring the County to waive any rights, claims or defenses is deleted.

14. **SUBSEQUENT FORMS:** The terms and conditions contained in the Contract shall supersede any and all subsequent terms and conditions which may appear on any form document submitted by the Vendor to the County, including any forms or terms presented electronically or reference to information contained on any website. Acceptance or use of Vendor's forms does not constitute acceptance of the terms or conditions contained thereon.
15. **ASSIGNMENT:** The Vendor agrees not to assign the Contract to any person or entity without the State's prior written consent.
16. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by the Contract will: (a) conform to the specifications, drawings, samples or other description furnished or specified by the County; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
17. **PRIVACY, SECURITY AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the County, unless the individual who is the subject of the information consents to the disclosure in writing.
18. **LICENSING:** Vendor agrees that it and any subcontractors engaged by it shall be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision.
19. **TAXES:** Any provision requiring the County to pay Federal, State or local taxes or file tax returns or reports on behalf of Vendor are deleted. The County will, upon request, provide a tax exempt certificate to confirm its tax exempt status.
20. **STATUTE OF LIMITATIONS:** The County does not agree to any limitation on the time in which the County may bring suit against the Vendor or any other third party is permitted, and any such clause is hereby deleted.
21. **RENEWAL:** The County does not agree to any language that seeks to automatically renew, modify, or extend the Contract beyond the initial terms or automatically continue the Contract period from term to term, and any such clause is hereby deleted.
22. **INSURANCE:** The Vendor shall furnish proof of insurance and must include the County as an additional insured on each policy prior to the commencement of work or invoicing. Notwithstanding the foregoing, Vendor is not required to list the County as an additional insured on Professional/Malpractice/Errors and Omission Insurance.

23. WORKERS COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

CERTIFICATION AND SIGNATURE: By signing below I certify that I have reviewed this Addendum in its entirety and that Vendor accepts the terms and conditions contained herein.

Vendor

Authorized Signature

Name and Title of Authorized Signature

Address

Telephone