

REQUEST FOR PROPOSALS TO PERFORM HVAC MAINTENANCE - 2025

The Greenbrier County Commission will receive sealed proposals for the following:

The successful Vendor will service HVAC units at 6 tower site equipment shelters in which electronic equipment supporting the county's emergency communications must be maintained at a certain temperature range to ensure maximum efficiency as well as longevity of the equipment. The proposal must also include service for the HVAC equipment installed at the Greenbrier County Emergency Communications Center in Maxwelton.

Regular Service: Twice yearly inspection and maintenance for each unit identified in these materials, including inspection and maintenance of each unit, once in the Spring and once in the Fall, and travel to each location of the HVAC equipment to be serviced. Maintenance of each unit shall be per manufacturer's specifications.

Emergency Service: Vendor shall respond on site within 4 hours to emergency call out work on HVAC equipment as requested by County and shall be compensated at the hourly rate included in the Proposal.

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

HVAC unit locations:

1. Muddy Creek Mountain Tower
1379 Sky King Dr., Lewisburg, WV 24901
2. Greenbrier Mountain Tower
749 Skyview Lane, White Sulphur Springs, WV 24986
3. Keeney Mountain Tower
106 Fire Tower Rd, Alderson, WV 24910
4. Hopkins Mountain Tower
3421 Hopkins Knob Rd, White Sulphur Springs, WV 24986
5. Sherwood Mountain Tower
1413 Dilley Run Rd., White Sulphur Springs, WV 24986
6. Quinwood Tower
1230 Russellville Rd., Quinwood, WV 25987
7. Greenbrier County ECC
173 Arbuckle Lane, Maxwelton, WV 24957

HVAC Equipment to be serviced:

- a. Mitsubishi mini-split heat pumps for heating and cooling consisting of a wall-mounted blower unit and an outside heat pump at three communications tower sites (Muddy Creek, Hopkins, Sherwood).
- b. 2 Bard exterior wall-mount heat pumps for heating and cooling at three tower sites (Greenbrier Mtn, Keeney, Quinwood).

- c. Six HVAC systems are located at the Greenbrier County Emergency Communications Center:
- i. The main building has 2 air conditioner units outside and 2 electric furnaces inside for heating.
 - ii. The Addressing/Communications office addition has a heat pump and electric furnace.
 - iii. The ECC server room has a Mitsubishi mini-split heat pump for dedicated heating and cooling in that room.
 - iv. The ECC equipment shelter has 2 Bard exterior wall-mount heat pumps for heating and cooling.

Proposals shall include 1). An annual contract amount for performing Regular Service and 2). An hourly rate (not including parts) for emergency call out work. The Vendor may charge mileage but not travel time.

Proposals will be received via delivery to the office of the Greenbrier County Commission, 912 Court Street N, Lewisburg, WV 24901 until 4PM on Friday, May 9, 2025. Delivery may be accomplished by hand, USPS, or other commercial delivery service. 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 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 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 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:

- Signed Proposal Form;
- 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 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.

All Notices to County shall be delivered to:

Greenbrier County Commission
912 Court Street N
Lewisburg, WV 24901

All Notices to Vendor shall be made to the address supplied to Vendor or to its agent as registered with the WV Secretary of State.

GREENBRIER COUNTY COMMISSION PROPOSAL FORM

2025 HVAC MAINTENANCE – HOMELAND SECURITY AGENCY

Vendor Name: _____ Date: _____

Address: _____

Telephone: _____ Email: _____

This proposal is to provide the following services:

1. Twice yearly inspection and maintenance of each HVAC unit identified in the Request for Proposals (HVAC Equipment), including inspection and maintenance of each unit per manufacturer's specifications, once in the Spring and once in the Fall, and inclusive of travel to perform service at each location as identified in the Request for Proposals.
2. Respond on site within four hours to emergency call out work on the HVAC Equipment as requested by County and shall be compensated at the hourly rate included in this Proposal. Any work proposed to be performed in addition to the vendor's written proposal must be approved in advance by the Greenbrier County Commission or its authorized agent. Vendor may charge mileage but not travel time.

Proposed Annual contract amount for Regular Service identified in paragraph 1 above:
_____ per year.

Proposed Hourly rate for emergency call-out service:
_____ per hour. Mileage: _____ per mile.

If accepted, this Proposal shall form the basis for an enforceable Contract between the Vendor and the County, which Contract shall include the terms of the Request for Proposals and the County's Addendum.

I certify that I have read and understand the foregoing and I am the individual authorized to enter into a Contract with the Greenbrier County Commission for the services described herein.

Authorized Representative of Vendor

Date

Print Name

Title

ADDENDUM TO VENDOR'S STANDARD CONTRACTUAL FORMS

Regarding the Contract(s) 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 Parties are entering into one or more Contracts (the "Contract") for goods and/or services, and Vendor has presented one or more forms for incorporation into the Contract, including 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 either party, 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 any form and this Addendum, the terms contained herein shall control.
2. **PAYMENT:** Payments for goods or services shall be made only after or simultaneous with the delivery of the good or service and only upon the receipt of a proper invoice. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
3. **INTEREST ON UNPAID INVOICES:** Except in the case of unforeseen budgetary constraints, any interest on the vendor's legitimate uncontested invoice shall not begin to accrue until the sixty-first day after the invoice was received by the county or agency through the date on which the check is mailed to the vendor e: Provided, That this section shall not apply if payment cannot be made within the sixty-day period because of unforeseen budgetary constraints.
4. **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.
5. **REGISTRATION:** The Vendor shall be registered and in good standing with the West Virginia Secretary of State's Office.

6. **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.
7. **LIMITING LIABILITY:** Any language limiting the Vendor's liability for direct damages to person or property is deleted.
8. **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 to 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.
9. **INDEMNIFICATION:** Any provision requiring indemnification of Vendor by the County is deleted. Unless the more favorable terms of indemnification are contained in Vendor's forms, 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.
10. **FUNDING:** This Contract shall be for a term of one year since and may be renewed at the option of the County for three additional terms under the same terms and conditions in force as of the date of execution of this Addendum. Any obligation to any extension beyond one year constitutes an impermissible obligation of funds not yet appropriated and may be cancelled at the convenience of the County. Cancellation due to lack of funding or any other reason shall not constitute a default by the County.

- 11. 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.
- 12. ARBITRATION:** Any reference made to arbitration or mediation by the Contract, or any other documents or specifications presented by Vendor are hereby deleted as void and of no effect.
- 13. 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.
- 14. 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.
- 15. SUBSEQUENT FORMS:** The terms and conditions contained in this Addendum 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.
- 16. ASSIGNMENT:** The Vendor agrees not to assign the Contract to any person or entity without the County's prior written consent.
- 17. 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.
- 18. 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.
- 19. 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.

20. **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.
21. **STATUTE OF LIMITATIONS:** The County does not agree to any limitation inconsistent with state law on the time in which the County may bring suit against the Vendor or any other third party, and any such clause is hereby deleted.
22. **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.
23. **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.
24. **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.
25. **FREEDOM OF INFORMATION ACT:** Vendor acknowledges and understands that contracts, subcontracts and other related documents are public documents and may be subject to disclosure under the West Virginia Freedom of Information Act, W.Va. Code §§ 29B-1-1 *et seq.* and County is under no obligation to notify Vendor of a request for information that includes any contract.
26. **PUBLIC OFFICIALS AND EMPLOYEES:** Vendor acknowledges that the Contract involves approval and administration by public officials and/or public employees, and therefore both public officials and/or employees and Vendor are subject to ethics laws and rules, including, but not limited to W.Va. Code §6B-2-5. Vendor acknowledges its obligations and agrees to comply with all applicable ethics laws and rules.
27. **AUTOMATIC COST OR PRICE INCREASES:** Any automatic cost or price increase contemplated by the Vendor's terms is hereby deleted and any increase in cost or price must be separately and independently agreed to by the Parties in writing through a modification of the terms of the Contract.
28. **MASTER AGREEMENT:** If an open-ended "Master" contract is entered into by the County and the Vendor whereby multiple purchases or work orders may be implemented under a single agreement, the term shall commence on the date below for a period of twelve months and may be renewed by mutual written agreement of the Parties for three additional 12-month terms. **Expenditure Limitations:** The aggregate expenditures made or agreed to by the Parties pursuant to a "Master" contract shall be limited to no more than \$15,000.00 in any consecutive twelve-month period.

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.

Date

Vendor

Authorized Signature

Name and Title of Authorized Signature

Address

Telephone