

Alleghany County, North Carolina

HVAC

Request for Proposals

I. General Description and Background

Alleghany County is currently seeking proposals for providing and installing HVAC unit(s) in the auditorium at Sparta Elementary School.

a. Objectives

- i. The scope of work will be limited to the auditorium at this location, 450 N Main St, Sparta, NC 28675. The total area of the auditorium is 16,889sq/ft.
- ii. The County is seeking responsible parties to provide the HVAC unit and the labor to install it in the auditorium.
- iii. The specifics of the scope of work and alternatives are outlined in Section VI of this proposal.

II. Qualifications

The Contractor must be fully qualified to perform the above-described services. If subcontractors are employed, they must be identified. Evidence must be submitted so that they also meet minimum qualifications. Contractors and subcontractors shall have a minimum of 2 years' experience in similar installation jobs. The Contractor must have the management, technical, and financial qualifications to perform the services outlined in Section VI. The contractor must demonstrate access to sufficient equipment to meet the schedule and needs as described in Section I.

III. Examination of Site and Documents and Contractor's Determination of Conditions

Contractors shall inform themselves of all conditions under which the work is to be performed and all other relevant matters that may affect both the quantity of work and the quality of labor required for the work. The Contractor shall make its own determinations as to relevant conditions and shall assume all risk and responsibility and shall complete the work in and under the conditions it may-encounter or create, without extra cost to the County. The Contractor agrees that if it should execute the Contract with the County, the Contractor shall make no claim against the County because of estimates or statements made by any officer or agent of the County which may prove to be, in any respect, erroneous. The failure or omission by any Contractor to receive or examine any form, instrument, addendum, or other document shall in no way relieve that Contractor of any obligations with respect to this Request for Proposal or the Contract.

IV. Definitions

For the purpose of this proposal the following definitions apply:

Contract: This Request for Proposal, including all special provisions, insurance certificates and any addenda or amendments to the foregoing documents agreed to by the County and the Contractor in writing.

Contractor: The private construction general contractor and/or its subcontractor proposing to provide and install the HVAC unit(s) at Sparta Elementary School.

County: The County of Alleghany, North Carolina.

V. Scope of Work

A. Basic Services

The basic services of this request for proposals are as follows:

Provide the HVAC unit and all labor and equipment necessary to install the HVAC unit

VI. Rejection and Award of Proposals

The County reserves the right to reject any or all proposals, to waive informalities, and to reissue any Request for Proposals. The County also reserves the right to award the contract as it deems it will best serve its interest, to accept a bid which, in the opinion of County and consistent with law, and to negotiate with the low bidder should the proposed costs exceed available funds.

VII. Submittal Content

A. Instructions to Contractor

1. The contractor must submit the basic services. Incomplete proposals may be rejected.
2. The Contractor must meet the requirements of all Sections of this proposal. Failure to meet all requirements shall result in disqualification of the proposal.
3. The proposal resulting from this solicitation shall be valid for 90 days. No proposal may be withdrawn during this period. The County reserves the right to contact the permitting agency, or any references provided to obtain first-hand knowledge of the Contractor's performance, etc.
4. The contractor must present a Statement of Qualifications for this project, shall have a minimum of 2 years' experience in similar jobs/projects, and provide two references.

1. Proposals must be submitted no later than 2:00 P.M. on June 5th, 2026, to the address below

Alleghany County Manager's Office
Attn: William Shepley
348 S Main Street, LL80
PO Box 366
Sparta, North Carolina 28675

2. An original and one copy of the proposal document is required. The County will not assume responsibility for reproduction where an insufficient number of copies have been supplied and failure to comply with this or any other requirement of this Request for Proposal may result in rejection of the proposal. Telegraphic or facsimile submission of proposals is not acceptable, and any such proposals shall not be considered.
3. Proposals having any erasures or corrections must be initialed by the offeror in ink. Proposals must be signed in ink.

4. Proposals received after the set time for receipt shall not be considered and shall be returned unopened to the proposer.
5. If any special payment schedules are required by the contractor, information must be presented with the proposal.

VIII. Special Provisions

The following provisions will be ultimately incorporated in the contract documents or revised as mutually agreeable to all parties during final negotiations.

A. Insurance

1. Insurance in the following types and amounts will be required.

- a) Workers Compensation

Coverage A:	Statutory
Coverage B:	\$100,000

- b) Commercial General Liability (including Blanket Contractual Liability Coverage):

Per Occurrence:	\$1,000,000
Personal/Advertising Injury:	\$1,000,000
General Aggregate:	\$2,000,000
Products/Completed Operations	\$2,000,000 aggregate
Fire Damage Legal Liability	\$100,000

- c) Automobile Liability:

Combined Single Limit:	\$1,000,000
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- d) Pollution:

	\$1,000,000
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B. Term and Extensions

1. The timeline for completion of project will be by July 1, 2026. Any extensions must be in writing to the County's Manager Office with sufficient explanation of delay and revised timeline of completed project.

C. Indemnification

The Contractor, for himself, his heirs, representatives, successors and assigns, in consideration of the award to the Contractor by the County covenants with the County as follows:

1. The Contractor covenants to save, defend, keep harmless and indemnify the County, and all its agents and employees (collectively, the “County”) from and against any and all claims, loss, damage, injury, cost (including court costs and attorney’s fees), charge, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Contractor’s performance (or nonperformance) of the agreement terms or its obligations under the agreement.
2. The terms of this hold harmless agreement shall continue in full force and effect until such time as the County determines that the covenants described in paragraph I immediately above, shall no longer be necessary.
3. In executing this agreement, the Contractor represents and warrants that the Contractor has completely read, fully understood, and voluntarily accepted its terms and has executed it expressly to make the covenants in favor of the County described in paragraph I immediately above. In executing this agreement, the Contractor expressly reserves any and all rights that the contractor may have against any person, firm or corporation other than the County, its successors, representatives and assigns.

D. Legal proceedings and Applicable Law

Any legal proceedings arising out of or related to this agreement shall be filed by the parties in the Alleghany County District Court or the Alleghany County Superior Court. The Contractor shall comply with applicable Federal, State and local laws and regulations.

E. Contract Form and Termination

The Contractor chosen will be required to execute a contract, the terms of which will be negotiated based on the Request for Proposals and the Contractor’s response. The County reserves the right to terminate the contract upon 30 days of written notice to the contractor.

F. Taxes

All tax liabilities of any kind whatsoever arising under the terms of the contract are the responsibility of the contractor.

G. Reporting

The Contractor agrees to provide progress reports on a weekly basis to the Senior Project and Operations Manager or his designee.

H. Independent Contractor

The Contractor is an independent contractor, and nothing contained in the Contract shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the County. If the successful Contractor is a corporation, the corporation must be registered to do business in the State of North Carolina.

A. Civil Rights Act

The Contractor certifies to the county that the proposer will conform to the provisions of the Federal Civil Rights Act of 1964, as amended.

During performance of this agreement, the Contractor agrees as follows: The Contractor will not discriminate against any employee because of race, religion, color, sex or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that the Contractor is an equal employment employer. Notices, advertisements and solicitations, placed in accordance with federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.

B. Drug-Free Workplace

All actions shall comply with the NC Office of State Human Resources and the State Human Resources Manual that identifies the proper definitions, actions and safety measures under the section entitled "Drug and Alcohol-Free Workplace."

IX. Method of Award

Selection shall be made of Contractors deemed to be fully qualified and best suited among those submitting proposals based on the factors involved in the Request for Proposals including price. Interviews may be conducted with those Contractors so selected. The County reserves the right to reject any or all proposals, to waive informalities, to accept a bid which, in the opinion of the County and consistent with law, is in its best interest, to negotiate with the low bidder if funds are unavailable or, if necessary, reissue any Request for Proposals in association with this service.

X. Payment to Awarded Contractor

Invoices for completed work must be submitted to the Senior Operations and Project Manager for approval and submission of payment from Allegheny County. Payment from the County's Finance office will be by mailed check.