



# Request for Proposal

## Roanoke Valley-Alleghany Regional Commission Elevator Modernization

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## Welcome

The Roanoke Valley-Alleghany Regional Commission (RVARC) is issuing this Request for Proposal (RFP) to solicit proposals for an elevator modernization in the Commission building located at 313 Luck Ave., SW, Roanoke, VA 24016. The Regional Commission provides planning, community development, and technical support to Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the Cities of Covington, Roanoke, and Salem; and the Towns of Clifton Forge, Rocky Mount, and Vinton.

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## I. Purpose

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The Roanoke Valley-Alleghany Regional Commission (RVARC) is issuing this Request for Proposal (RFP) to solicit proposals for an elevator modernization in the Commission building located at 313 Luck Ave., SW, Roanoke, VA 24016. The RVARC is seeking the services of a qualified business to perform the modernization of one elevator in the Commission's office building. The current elevator is nonoperational.

## II. Background

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The Roanoke Valley-Alleghany Regional Commission is a Planning District Commission in the western portion of Virginia, consisting of the Counties of Alleghany, Botetourt, Craig, Franklin, and Roanoke; the Cities of Covington, Roanoke, and Salem; and the Towns of Clifton Forge, Rocky Mount, and Vinton. As one of Virginia's Planning District Commissions RVARC provides a space for collaboration at both the local and state level.

## III. Goals

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The RVARC and selected contractor will enter into a contractual agreement to modernize a 1961 vertical service elevator that serves three floors in the Commission's building. The expected work will include the mechanical and electrical components being replaced, refurbished or retained, the removal and disposal of elevator components not being used in the modernization, the supply and installation of new components, a list of updates required in the elevator mechanical room per the Code as mandated by the State of Virginia, a minimum one-year warranty, a value engineering review, IT requirements, and all other work necessary to provide a fully functional and safe State of Virginia certified elevator.

## IV. Scope of Services

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### 1.1 Summary

1. Provide a complete turn-key Design Bid Build solution for the modernization and jack replacement of one (1) hydraulic elevator(s) in accordance with ASME A17.1 Elevator and Escalator Safety located in the building as follows:
  - One (1) Passenger Hydraulic Elevator(s), number 1.
  - Remove and re-install fixtures at all locations on one elevator. Provide new fixtures in the wiring for car(s) 1.
2. Include all engineering, equipment, labor, and permits required to satisfactorily complete elevator modernization required by Contract Documents.
  - Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental for the completion

- of required work as required by the Contract Documents.
- Provide all required staging, hoisting, and movement of equipment, reused equipment, or removal of existing equipment.
  - Scope includes, but is not limited to, the following:
    - a. Coordination, scheduling, and management of work of component suppliers and subcontractors.
    - b. Modernize or furnish and install equipment as specified utilizing existing hoistway and machine room.
    - c. Specific items of required work which cannot be determined to be included in another contract are hereby determined to be included under the scope of this specification.
3. Prime Contractor's Duties
- Prime Contractor's duties include the following:
    - a. Provide and pay for all labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for execution and completion of required work.
    - b. Include any legally required sales, consumer, and state remodel taxes.
    - c. Secure and pay for any required permits, fees and licenses necessary for proper execution and completion of work, as applicable at time of quotation due date.
    - d. Promptly submit written notice to Consultant of observed variance of Contract Documents or from legal requirements.
    - e. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.
4. Contractor Use of Premises
- Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents, and RVARC's specific instructions.
  - Do not unreasonably encumber site with materials or equipment. Staging area will be located as directed by RVARC.
  - Do not load structure with weight that will endanger structure. Coordinate with RVARC.
  - Assume full responsibility for protection and safekeeping of tools and products stored on or off premises.
  - Move stored products which interfere with operations of building or the operations of other trades.
  - Obtain and pay for use of additional storage or work areas needed for operations.
5. Concurrent Modernization Work and Building Operation
- This project is an elevator modernization in an existing building, which will remain open for business and will continue to operate throughout all phases of work. It is essential that Contractor give special attention and priority to all matters concerning project safety, protection from dust and loose materials, reduction of noise level, protection from water and air infiltration into building, and maintenance of neat, sightly conditions in and around work areas inside and outside of building. All packaging, scrap materials, and demolition debris shall be promptly removed from building on a daily basis.
  - At all times, Contractor shall provide clearly visible warning and directions

signs, barricades, temporary lighting, overhead protection, and hazard-free walking surfaces throughout public areas. At all times, special attention must be given to building entrances, exits, and proper safe exiting through work areas as required by law.

- Contractor shall consult Roanoke Valley-Alleghany Regional Commission and other Contractors to establish and maintain safe temporary routes including, but not limited to, proper barricades, walking surfaces, lighting, fire protection, exiting, warning and directional signs, and general protection of persons from all hazards in accordance with OSHA Standards due wholly or partially to its operations.
6. Applicable conditions of General, Special, and Supplemental Conditions, Division 1, and all sections listed in Contract Documents "Table of Contents."
  7. Preventive maintenance as described herein.
  8. Additional equipment or finishes furnished under other sections, installed under this section:

1.2 RELATED WORK – Summary of required work included in the base bid for one (1) elevator(s) and one (1) machine rooms, by the Elevator/General Contractor

1. Architectural and Structural, Hoistways and Hallway
  - Wall cutouts and fire rated enclosure for control and signal fixture boxes.
  - Cutting and patching walls and floors.
  - Decorating of walls and floors. (Finishes)
  - Waterproof pit. Indirect waste drain or sump with flush grate. Sump pump/drain capacity minimum 3000 gallons per hour, per elevator. Provide oil pump sensing control system designed to allow water but not oil to be pumped out.
  - Clean and paint the pit and the rear section of the hoistway (rear wall and two feet each side) on car 2 with waterproofing halfway up the hoistway.
  - Protect open hoistways and entrances during modernization per OSHA Regulations.
  - Protect car enclosure, hoistway entrance assemblies, and special metal finishes from damage.
  - Seal fireproofing to prevent flaking.
  - Professionally sand, fill, paint, and then clad in brushed stainless steel, entrance frames, transoms, and doors at all landings on Car 1. Clean, polish, and seal existing entrance frames on car 1. (if applicable)
  - Include provisions for bringing in a portable drilling rig, for removal of slurry required for cleanout and or drilling of jack hole.
2. Architectural and Structural, Machine Rooms
  - Self-closing and locking rated access door. Include signage: "ELEVATOR MACHINE ROOM" and "AUTHORIZED PERSONNEL ONLY".
  - Class "ABC" fire extinguisher in each elevator machine room.
  - Seal fireproofing to prevent flaking.
3. Plumbing and Fire Protection (review and update as required)
  - Devices to initiate Fire recall in Machine Room. Fire protection panel for outside monitoring.
  - Devices to initiate Fire recall at each elevator landing.
  - Devices to initiate Fire recall inside elevator pit.

- Pit Sump or Drain: Provide indirect waste drain or sump with flush grate and pump. Sump pump/drain capacity minimum 3000 gallons per hour, per elevator. Not required to be added to an existing building with no current provision when allowed by code and/or the AHJ. When sumps are not provided, add a water sensing device with alarm in each pit.
4. Mechanical:
- Machine Room: Ventilation and heating. Maintain minimum temperature of 70° F, maximum 90° F. Maintain maximum 35 to 65% relative humidity, non-condensing.
  - Remove all wooden vent covers in each machine room. Provide new vents with dampers or brick up as required with new high efficiency machine room HVAC.
5. Electrical Service, Conductors, and Devices:
- Machine Room Lighting: Guarded LED fixtures to provide minimum 19 footcandles average illumination. Provide toggle switch adjacent to strike side of machine room door. Occupancy sensor is not allowed.
  - Pit Lighting: Guarded LED fixtures to provide minimum 10 footcandles, minimum 2 fixtures, average illumination.
  - Hallway Lighting: LED fixture(s) to provide 10 footcandles average illumination measured at the threshold with doors closed. Lighting shall be always on, un-switched and no occupancy sensor.
  - GFCI convenience outlets in pit.
  - Hoistway Lighting: Provide fixtures that are sealed against moisture and dust and are also located every 10' vertically up the hoistway. Provide one (1) three-way switch in the hoistway. Locate switch 4' above top and bottom loading sill.
  - Non-GFCI convenience outlet in pit for sump pump.
  - GFCI convenience outlets in machine rooms.
  - Confirm/verify Heavy Duty three-phase mainline copper power feeder to terminals of each elevator controller in the machine room with protected lockable "open" disconnecting means. Auxiliary contacts to disable emergency battery lowering.
  - Single-phase copper power feeder to each elevator with individual protected lockable "open" disconnecting means located in machine room for utilization equipment:
    - a. Car lighting and Blower
    - b. Pit Sump Pump
    - c. Card Reader System (if applicable)
  - Confirm/verify Emergency telephone line to each individual elevator control panel in elevator machine room is adequate for proposed equipment.
  - Automatic Fire Recall System that reports to the building fire alarm system.
  - Fire alarm initiating devices in each elevator lobby, for each elevator.
  - Fire alarm initiating devices in each elevator machine room.
  - Fire alarm initiating devices at top of hoistway if sprinklered.
  - Three Relay Activation Modules for each elevator. Locate modules within three feet of controller designated by the

Elevator Contractor to minimize un-supervised wiring.

Program Modules as follows:

- a. PRIMARY: Activate when any hallway device, except primary floor, activates.
  - b. ALTERNATE: Activate when hallway device at primary floor activates.
  - c. FIRE HAT: Activate when machine room device activates.
- Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.\
  - Provide technician from fire alarm contractor for pre-test of system during normal working hours.
  - Provide technician from fire alarm contractor for acceptance test of system with AHJ or third-party inspector during overtime working hours.
  - Provide smoke detectors necessary for code compliance.
  - Wiring from building security system to elevator controllers and all security system equipment.
  - Card or Proximity Readers, elevator contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
  - Building Automation System (BAS): Elevator controller will enable a single discreet contact closure if the elevator has a reason to run but is not running. Provide all necessary wiring and equipment to elevator controllers from the BAS.
  - Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment.
  - Remove abandoned electrical equipment from machine room and hoistway.
  - Provide an elevator recall system that reports to the building main fire alarm panel. Conduit from fire alarm panel to each fire alarm device location at each floor, hoistway, pit and machine room including three relay activation modules in machine room. Provide junction box at each location.
  - Review power confirmation data, provided by the Elevator Contractor, on behalf of the Owner. Verify electrical supply to the controllers meets the stated requirements.
6. Standby Power Provision: (if applicable)
- Standby power of normal voltage characteristics via normal electrical feeders to run one elevator at a time at full-rated car speed and capacity. Conductors from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated elevator control panel to indicate utility or standby power active.
  - Conductors from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated elevator control panel in single elevator unit. Provide a time delay of 30 - 45 seconds for pre-transfer signal in either direction.
  - Standby single-phase power to each elevator controller for car lighting, exhaust blower, and emergency signaling device.

**Commented [JN1]:** Stand-by power is an optional feature but strongly recommended for building power loss.

- Standby power to machine room ventilation or air conditioning.
  - Standby power to emergency communications device(s).
7. Retractable pit ladders: (if applicable)
- Provide pit access retractable ladder for each elevator. Retractable ladder shall include an electrical contact conforming to ASME A17.1, Rule 2.2.2.4.2.7.

Commented [JN2]: Only required if normal pit ladders are not allowable due to confined space.

### 1.3 DEFINITIONS

1. Terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1.
2. Reference to a device or a part of the equipment applies to the number of devices or parts required to complete the installation.
3. Provisions of this specification are applicable to all elevators unless identified otherwise.

### 1.4 SUBMITTALS

1. Shop Drawings
    - a. Elevator System;
    - b. Elevator Components;
    - c. Elevator Pump, Valve, and Jack;
    - d. Elevator Controller;
    - e. Wiring Diagrams;
  2. Product Data
    - a. Elevator and Accessories;
    - b. Elevator Components;
    - c. Data Sheets;
    - d. Elevator Microprocessor Controller;
  3. Design Data
    - a. Emergency Power or Battery Lowering Systems
    - b. Heat Loads
    - c. Reaction Loads
  4. Certificates
    - a. Elevator Parts and Components price lists;
    - b. Warranty
    - c. Endorsement Letter
    - d. Welders' Qualifications
    - e. Elevator Controller Certification
  5. Operation and Maintenance Data
    - a. Elevator, Data
    - b. Maintenance Control Program (MCP):
    - c. Software and Documentation
1. Shop Drawing Requirements
- Provide assembly and arrangement of elevators, accessories, and elevator components. Show location of elevator of elevator machine in elevator machine room (MR). Show location of elevator controller in elevator machine room. Provide details for materials and equipment including but not limited to operating and signal fixtures, doors, door and car frames, car enclosure, controllers, motors, guide rails and



brackets, layout of hoistway in plan and elevation, and other layout information and clearance dimensions.

2. Product Data Requirements
  - Provide manufacturers' product data for all elevator components, including but not limited to the following: elevator controller, hydraulic pump unit, hydraulic pump and motor, hydraulic cylinder, hydraulic piping and fittings car and hall fixture buttons and switches, cab and machine room fittings, car and hall fixture buttons and switches, cab and machine room or control room communication devices, door operator, door protection system, car roller guides, and buffers. For data sheets, provide documents identification number or bulletin number, published or copyrighted prior to the date of contract bid opening. Provide controller manufacturer's published procedures for performance of each and all testing required by ASME A17.1/CSA B44.
3. Design Data
  - Reaction Loads: Provide calculations by registered professional engineer for reaction loads imposed on building by elevator system. Demonstrate calculations complying with ASME A17.1/CSA B44.
  - Heat Loads: Provide calculations from elevator manufacturer, or by registered professional engineer, for total anticipated heat loads generated by all of the elevator equipment.
  - Emergency Power Systems: Where the facility does have an emergency power system, confirm the elevators that will be connected to the emergency power system. Confirm the complete emergency power system and sequence of operation for all elevators, including operation of the elevator lobby manual selection switch. Provide wiring diagrams for building emergency power interface with elevators controls. For elevators not supplied by an emergency power system, provide manufacturers' product data for auxiliary battery lowering systems.
4. Welders' Requirements
  - Comply with AWS D1.1/D1.1N, Section 5. Include certified copies of field welders' qualifications. List welders' names with corresponding code marks to identify each welder's welding work.
5. Maintenance Control Program (MCP)
  - For each elevator, prepare and provide a written Maintenance Control Program (MCP) that complies with ASME A17.1/CSA B44 Section 8.6, including written documentation that details the test procedures for each and every test that is required to be performed by ASME A17.1/CSA B44. Assemble all MCP documentation, and supporting technical attachments, in a single MCP hard copy MCP in 3-ring binders. For each elevator provided, the MCP must include only documentation and instruction that apply to the elevator specified.
    - For each elevator, provide an additional, separate binder that includes all maintenance, repair, replacement, call back, and other records required by ASME A17.1/CSA B44. The records binder must be kept in the elevator mechanical room, maintained by elevator maintenance and service personnel,

- and be available at all times to authorized personnel.
- Provide detailed information regarding emergency service procedures and elevator installation company personnel contact information. Provide a listing of all tools to be provided to the Roanoke Valley-Alleghany Regional Commission as components of the elevator system.
6. Submittal review shall not be construed as an indication that submittal is correct or suitable, or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.
  7. Acknowledge and/or respond to review comments within 14 calendar days of return. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected. Identify and cloud drawing revisions, including Contractor elective revisions on each re-submittal. Contractor's revision response time is not justification for equipment delivery or installation delay.
  8. Quality Assurance
    - Qualification(s):
      - a. Provide a designed and engineered elevator system by an elevator contractor regularly engaged in the installation of elevator systems. Provide elevator components manufactured by companies regularly engaged in the manufacture of elevator components. Utilize only licensed and certified elevator personnel for the installation adjusting, testing, and servicing of the elevators.
    - Elevator Contractor's Elevator Technicians Install all elevator related work under the direct guidance of a state certified elevator technician with a minimum of three years of experience in the installation of elevator systems of the type and complexity specified in the contract documents. Provide an endorsement letter from the elevator manufacturer, certifying that the elevator specialist is qualified. All elevator technicians must carry a current certification issued by one of the following organizations.
      - a. National Association of Elevator Contractors (NARC)
      - b. National Elevator Industry Education Program (NEIEP)
    - Manufacturer's Technical Support
      - a. Provide elevator components from manufacturers that provide factory training and online and live telephone elevator technical support for the elevator installation and service. Provide elevator components from manufacturers that guarantee accessibility to all replacement and repair parts and components to any elevator installation, service, and maintenance contractor. Use only elevator component manufacturers that provide current published price lists for all elevator parts and components.
    - Operation and Maintenance Data
      - a. Assemble all shop drawing and product data material into O&M Data Packages in accordance with Article SUBMITTALS. Provide two complete O&M Data Packages in hard copy and two complete electronic O&M data packages on separate CDs, in PDF format.

Provide all O&M Data Packages to Roanoke Valley-Alleghany Regional Commission. Include controller diagnostic documentation and software as required under Article CONTROL EQUIPMENT.

- Wiring Diagrams
  - a. Provide complete wiring diagrams and sequence of operations, which show electrical connections and functions of elevator systems. Provide one set (11 inch by 17-inch minimum size) of wiring diagrams, with individual sheets laminated in plastic and assembled in binder, to be stored in the machine room or control room cabinet. Provide on additional hard copy set and two complete electronic sets on separate CDs, in PDF format. Provide all wiring diagram sets to the Roanoke Valley-Alleghany Regional Commission. Coded diagrams are not acceptable unless fully identified.
- Machine Room/Control Room cabinet
  - a. For storage of O&M Data Packages and Wiring Diagrams, provide locking metal cabinet. Cabinet must be sized large enough to accommodate all O&M Data and hardware required in paragraphs OPERATION AND MAINTENANCE DATA and WIRING DIAGRAMS. Secure cabinet to machine room wall.

#### 1.5 QUALITY ASSURANCE

1. Qualified Contractors: Contractors shall install non-proprietary equipment at Roanoke Valley-Alleghany Regional Commission.
2. Examination
  - In order to discover and resolve conflicts or lack of definition which might create problems, Contractor must review Design Bid Build Specification, existing site conditions, and existing equipment specified to be retained for compatibility with its product prior to submitting quotation. Site review shall include, but not be limited to: adequacy of access, retained equipment, elevator hoistways, pits, machine rooms, overhead clearances, electrical power characteristics, structural supports, etc. Investigation and structural calculations required to determine compliance of existing elevator components including machine support beams, with ASME A17.1, are responsibility of Contractor. Attach specific, written exception and/or clarification with quotation. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception. If written exception is acceptable to Roanoke Valley-Alleghany Regional Commission and Consultant, an Addendum to the specifications will be issued and authorized. Roanoke Valley-Alleghany Regional Commission will not pay for change to building structure, structural supports, mechanical, electrical, or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized as stipulated above.
  - Submission of quotation is considered evidence that Contractor has visited and is conversant with the site facilities, site conditions, requirements of the Contract Documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in his quotation for all contingencies. Should Contractor's investigation of site conditions or local codes or rules reveal requirements contrary to Contract

- Documents, or if Contractor finds any discrepancies or omissions from Contract Documents, or if Contractor is in doubt as to their meaning, it shall contact the Consultant for clarification at least five working days prior to quotation due date.
- No oral explanation will be made and no oral instructions will be given before quotation due date. Contractor shall act promptly and allow sufficient time for a reply to reach it before submission of its quotation. Any required interpretation or supplemental instructions will be issued in the form of an addendum to the specifications and forwarded to all pre-qualified Contractors.
  - Provide everything necessary for and incidental to the satisfactory completion of work required by Contract Documents. All required preparations and hoisting and movement of new equipment, reused equipment, or removal of existing equipment shall be the responsibility of Contractor.
3. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following codes, laws, and/or authorities, including revisions and changes in effect:
- IBC 2018 (Update as needed)
  - Safety Code for Elevators and Escalators, ASME A17.1
  - Guide for Inspection of Elevators, Escalators, and Moving Walks, ASME A17.2
  - Elevator and Escalator Electrical Equipment, ASME A17.5
  - National Electrical Code, NFPA 70
  - Americans with Disabilities Act, ADA
  - Local Fire Authority
  - Requirements of IBC and all other codes, ordinances and laws applicable within the Roanoke Valley-Alleghany Regional Commission governing jurisdiction
  - Life Safety Code, NFPA 101
  - Uniform Federal Accessibility Standard, UFAS
  - Virginia Statewide Building Code
4. Staging Area
- An equipment staging area will be available for use by Contractor. Contractor shall restrict usage to area designated and shall notify Roanoke Valley-Alleghany Regional Commission/Property Management prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Do not store such equipment until approval is received.
5. Work Phase
- Provide your best possible schedule to be able to start ASAP and complete one car at a time.
6. Occupancy and Work by Others
- Contractor expressly affirms Roanoke Valley-Alleghany Regional Commission's rights to let other contracts and employ other Contractors in connection with required work. Contractor will afford other Contractors and their workmen reasonable opportunity for introduction and storage of materials and equipment, for execution of their work and will properly connect and coordinate his work with theirs. Contractor will also incorporate comparable provisions in all its subcontracts.

- Contractor declares that other Contractors employed by Roanoke Valley-Alleghany Regional Commission on basis of separate contracts may proceed at such times as necessary to install items of work required by Roanoke Valley-Alleghany Regional Commission.
  - Contractor declares that it will cooperate with other Contractors employed by Roanoke Valley-Alleghany Regional Commission and, in addition to other coordination and expediting efforts, will coordinate their work by written notices regarding necessity of such work to be done on or before certain dates.
  - Contractor declares that it is responsible for review, stamped, and signed approval of all shop drawings for required work.
  - Contractor hereby declares that content of foregoing paragraphs and influence they may have on project:
    - a. Shall not cause a change in stipulated Contract Sum
    - b. Shall not cause a change in Construction Time Schedule
7. Warranty:
- Material and workmanship of installation shall comply with Contract Documents. Correct defective material or workmanship which develops within one year from date of final acceptance of all work to satisfaction of Roanoke Valley-Alleghany Regional Commission, Purchaser and Consultant at no additional cost, unless due to ordinary wear and tear, or improper use or care by Roanoke Valley-Alleghany Regional Commission. Perform maintenance in accordance with terms and conditions indicated in the Preventive Maintenance Agreement.
  - Defective is defined to include, but not be limited to: operation or control system failures, car performance below required minimum, excessive wear, unusual deterioration, or aging of materials or finishes, unsafe conditions, the need for excessive maintenance, abnormal noise, or vibration, and similar unsatisfactory conditions.
  - Retained Equipment: All retained components, parts, and materials shall be cleaned, checked, modified, repaired or replaced, so each component and its parts are in like new operating condition. Retained equipment must be compatible for integration with new systems. All retained equipment shall be covered under the warranty provisions above. No prorations of equipment or parts shall be allowed on preventive maintenance contract, between the Contractor and Roanoke Valley-Alleghany Regional Commission.
  - Make modifications, requirements, adjustments, and improvements to meet performance requirements herein.

#### 1.6 COORDINATION

1. Coordinate installation of sleeves, box-outs, elevator equipment anchors, and other items that are embedded for the elevator equipment. Furnish templates, sleeves, equipment, and instructions delivered to site in time for installation.
2. Coordinate the locations and dimensions of work by other trades included in this contract and related to the installation of the elevator equipment, including pit ladders, buffer access platforms, sumps, floor drains in pit, hoistway sills, electrical service, electrical outlets, lights and switches in the pits and machine room.

3. Obtain and pay for all permits, license, and inspection fee as required by the AHJ.
4. Perform tests required by governing authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators in the presence of Authorized Representative.
5. Supply personnel and equipment for test and final review by consultant, as required herein.

#### 1.7 FINAL DOCUMENTS

##### 1. Final Documents:

- Final cleaning and supplemental conditions, pertaining to the contractual requirements governing site cleaning. As a minimum clean down each elevator hoistway prior to review by Consultant and an additional clean down upon completion of all building renovation work.
  - a. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, slag, debris, drippings, extraneous construction materials, dirt, and dust. Include all walls, building beams, sill ledges, and hoistway divider beams.
  - b. Care shall be taken out of service and returned to service with no marks, soil, or otherwise deface existing or new surfaces. Clean and restore all surfaces to their original condition.
  - c. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose material, dust, from finish surfaces etc. that remains visible after the work is complete.

#### 1.8 MAINTENANCE

##### 1. Interim:

- Furnish maintenance and service on elevators described herein for a period from each unit is removed from building service for modernization until both units are completed and the one-year warranty period has begun. Cost of interim maintenance shall not be included as part of modernization quotation. Indicate costs on a per-unit basis for interim maintenance as requested on quotation form or with bid. Costs for interim maintenance shall be paid by Roanoke Valley-Alleghany Regional Commission separately and monthly based upon the number of units in service. Perform interim maintenance based upon terms and conditions of Manufacturer's Premium Full-Service Agreement.
- Use competent personnel, acceptable to Roanoke Valley-Alleghany Regional Commission, employed and supervised by the Contractor.

##### 2. Warranty Maintenance:

- Provide maintenance and service, including 24-hour emergency callback service for one year commencing on date of final acceptance off all elevators by Roanoke Valley-Alleghany Regional Commission. Systematically examine, adjust, clean, lubricate and repair all equipment. Repair or replace defective parts using OEM parts. Maintain elevator machine room, hoistway, and pit in clean condition.
- Use competent personnel, acceptable to the Roanoke Valley-Alleghany Regional Commission, supervised and employed by Contractor.
- The warranty maintenance period specified above shall be extended one

- (1) month till any issues or shutdowns have been resolved.
3. Preventive Maintenance:
- Use competent personnel, acceptable to the Roanoke Valley-Alleghany Regional Commission, employed and supervised by Contractor.

## PART 2 EXECUTION

### 2.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

### 2.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver material in Contractor's original, unopened protective packaging.
- B. Store material in original protective packaging. Prevent soiling, physical damage, or moisture damage.
- C. Protect equipment and exposed finishes from damage and stains during transportation, erection, and construction.

### 2.3 INSTALLATION

- A. Install all equipment in accordance with Contractor's instructions, referenced codes, specification, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
  2. Neatly touch up damaged factory-painted surfaces with original paint color. Protect machine-finish surfaces against corrosion.

### 2.4 FIELD QUALITY CONTROL

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Have Code Authority acceptance inspection performed and complete corrective work.
- C. Field Quality Control  
The Roanoke Valley-Alleghany Regional Commission will provide and utilize a third-party licensed and certified Qualified Elevator Inspector (QEI) to conduct elevator acceptance inspection and testing. The QEI must perform inspections and witness tests to ensure that the installation conforms to all applicable safety codes and contract requirements. The QEI will be directly employed by the Roanoke Valley-Alleghany Regional Commission and independent of the elevator contractor.  
Upon completion, the QEI must provide written test data for all ASME

A17.1/CSA B44 Acceptance Tests and written certification that the elevator is complete and ready for final Acceptance Inspection, Testing, and Commissioning.

## 2.5 ADJUSTMENTS

- A. Install hydraulic jack assembly and guide rails plumb and align vertically with tolerance of 1/16" in 100'-0". Secure guide rail joints without gaps and file any irregularities to a smooth surface.
- B. Static balance car to equalize pressure of guide shoes on guide rails.
- C. Lubricate all equipment in accordance with Manufacturer's instructions.
- D. Adjust motors, valves, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.

## 2.6 CLEANUP

- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials on a daily basis.
- B. Remove all loose materials and filings resulting from work.
- C. Clean machine room equipment and floor.
- D. Clean hoistways, car, car enclosure, entrances, operating and signal fixtures.

## 2.7 ACCEPTANCE REVIEW AND TESTS

### A. Acceptance Inspection, Testing and Commissioning

When elevator system installation is complete and ready for final inspection, notify Roanoke Valley-Alleghany Regional Commission and the AHJ that elevator system is ready for Acceptance Inspection, Testing, and Commissioning. Provide QEI certification specified in Article Field Quality Control.

Roanoke Valley-Alleghany Regional Commission will obtain the services of a third-party QEI Certified Elevator Inspector. The QEI must utilize an Elevator Acceptance Inspection Form to record the results of inspection and all testing and to identify safety code and contract deficiencies. Specific values must be provided for all tests required by ASME A17.1/CSA B44, ASME A17.2, and contract documents. Upon completion of inspection and testing, the QEI must sign a copy of the completed forms and provide to the Roanoke Valley-Alleghany Regional Commission and the AHJ. Within two weeks of the inspection, the QEI must also prepare a formal inspection report, including all test results and deficiencies and send to the AHJ. Upon successful completion of inspection and testing, the QEI will complete, sign, and provide a certificate of compliance will complete, sign, and provide a certificate of compliance with ASME A17.1/CSA B44.

### 1. Acceptance Inspection Support

- a. Prime and Elevator Contractors must provide inspection support and perform all required tests, in order to demonstrate proper operation of each elevator system and to prove that each system complies with contract requirements and all applicable building and safety codes. Inspection procedures in ASME A17.2 form a part of this inspection and acceptance testing. All inspection and testing must be conducted in the presence of the Qualified Elevator Inspector (QEI).
- b. If the elevator does not comply with all contract and safety code requirements on the initial Acceptance Inspection and Test, the



Contractor is responsible for all costs involved with re-inspection and re-testing required as a result of contractor delays and discrepancies discovered during inspection and testing.

2. Testing Materials and Instruments
  - a. Furnish all testing materials and instruments necessary for Acceptance Inspection, Testing and Commissioning. At a minimum, include calibrated test weights, tachometer, accelerometer, hydraulic pressure gauge, 600-volt mega ohm meter, volt meter and ammeter, infrared temperature gauge, door pressure gage, dynamometer, and 20-foot tape measure.
3. Field Tests
  - a. Speed Tests. Determine actual speed of each elevator, in both directions of travel, with rated load and with no load in elevator car. Make Speed tests at the beginning and at the end of the Endurance test. Determine speed by tachometer reading or accelerometer, excluding accelerating and slow-down zones. Under all conditions, minimum acceptable elevator speed is the rated speed specified. Maximum acceptable elevator speed is 110 percent or Rated speed.
  - b. Leveling Tests. Test elevator car leveling operation and provide a leveling accuracy equal to or less than 3 mm 1/8 inch at each floor with no load in car, and with rated load in car, in both directions of travel. Determine leveling accuracy at the beginning and at the end of the endurance tests.
  - c. Motor Ampere Tests. At beginning and end of Endurance test, measure and record motor amperage in both directions of travel and in both no-load and rated load conditions.
  - d. Elevator Performance and Ride Quality Testing. Evaluate elevator performance to ensure compliance with specification requirements related to the NEII-1 Performance Standards Matrix for New Elevator Installations.
  - e. Hydraulic Pressure Tests. Check the hydraulic static pressure and rated-speed operating pressure at the hydraulic control valve, under both no load and rated load conditions.
  - f. Pressure Test of Liner/Cylinder Assembly. Perform 138 kg 20 psi pressure test of the completed and installed liner/cylinder assembly. Test liner/cylinder assembly as a sealed unit. Provide safety relief valve set to relieve at 138 psi; 114 mm 20 psi; 4.5-inch diameter dial pressure gage scaled for 0 to 175 psi 0 to 50 psi and calibrated to 0.5 percent accuracy; and an air pressure admission throttle and shutoff valve. For safety, pressure test must only be performed when liner and cylinder are fully inserted and assembled in the well casing. Perform the test from remote location outside of the elevator pit. Perform test in the presence of, and witnessed by, a Certified Elevator Inspector.
- B. As described herein, Consultant's Final Observation and Review Requirements.
  1. Review procedure shall apply for individual elevators, accepted on an interim basis, or elevators completed, accepted, and placed in operation.

2. Contractor shall perform review and evaluation of all aspects of its work prior to requesting Consultant's final review. Work shall be considered ready for Consultant's final contract compliance review when all Contractor's tests are complete and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
3. Furnish labor, materials, and equipment necessary for Consultant's review. Notify Consultant five (5) working days in advance when ready for final review of elevator or group of elevators.
4. Consultant's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. Consultant's review shall include as a minimum:
  - a. Workmanship and equipment compliance with Contract Documents.
  - b. Contract speed, capacity, floor-to-floor, and door performance comply with Contract Documents.
  - c. Performance of following is satisfactory:
    - 1) Starting, accelerating, running
    - 2) Decelerating and stopping accuracy
    - 3) Door operation and closing force
    - 4) Equipment noise levels
    - 5) Signal fixture utility
    - 6) Overall ride quality
    - 7) Performance of door control devices
    - 8) Operations of emergency two-way communication device
  - d. Test Results:
    - 1) In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of Roanoke Valley-Alleghany Regional Commission and Consultant. Tests shall be conducted under both no load and full load condition.
5. Performance Guarantee: Should Consultant's review identify defects, poor workmanship, variance or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of Roanoke Valley-Alleghany Regional Commission and Consultant at no cost as follows:
  - a. Replace equipment that does not meet code or Contract Document requirements.
  - b. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
  - c. Perform retesting required by Governing Code Authority, Roanoke Valley-Alleghany Regional Commission, and Consultant.
6. A follow-up final contract compliance review shall be performed by consultant after notification by Contractor that all deficiencies have been corrected. Provide Consultant with copies of the initial deficiency report marked to indicate items which Contractor considers complete. Any additional site visits required by the Consultant due to failure of the

elevator contractor will be paid by for the elevator contractor.

7.

2.8 ROANOKE VALLEY-ALLEGHANY REGIONAL COMMISSION 'S INFORMATION

A. Roanoke Valley-Alleghany Regional Commission 's information

1. Equipment Design: Provide three sets of neatly bound written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received by Roanoke Valley-Alleghany Regional Commission and reviewed by consultant. Include the following at minimum:
  - a. Straight-line wiring diagrams of "as-installed" elevator circuits with index of location and function of components. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are Roanoke Valley-Alleghany Regional Commission 's property. A legend sheet shall be furnished with each set of drawings to provide the following information:
    - 1) Name and symbol of each relay, switch, or other apparatus.
    - 2) Location on drawings, drawing sheet number and area, and location of all contacts.
    - 3) Location of apparatus, whether on controller or on car.
  - b. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract. Include any unique or product specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
  - c. Printed instructions explaining all operating features.
  - d. Complete software documentation for all installed equipment.
  - e. Lubrication instructions, including recommended grade of lubricants.
  - f. Parts catalogs listing all replaceable parts including Contractor's identifying numbers and ordering instructions.
  - g. Keys for Elevator Key Switches – Provide a minimum of four (4) keys per unique cylinder used on all key switches for a single elevator. If there is more than one elevator, additional keys will not be required unless there are additional unique lock cylinders. Provide keys with brass or fiberglass tags marked "Property of the Roanoke Valley-Alleghany Regional Commission " on one side with function of key or approved code number on the other side.
  - h. Diagnostic test devices together with all supporting information necessary for interpretation of test data, troubleshooting of elevator system, and performance of routine safety tests.
  - i. The elevator installation shall be a design which can be maintained by any licensed elevator maintenance company employing journeymen mechanics, without the need to purchase or lease additional diagnostic devices, special tools, or

- instructions from the original equipment Contractor.
- 1) Provide on-site capability to diagnose faults to the level of individual circuit boards and individual discrete components for the solid-state elevator controller.
  - 2) Provide a separate, detachable device, as required, to the Roanoke Valley-Alleghany Regional Commission as part of this installation if the equipment for fault diagnosis is not completely self-contained within the controller. Such device shall be in possession of and become property of the Roanoke Valley-Alleghany Regional Commission.
  - 3) Installed equipment not meeting this requirement shall be removed and replaced with conforming equipment at no cost to the Roanoke Valley-Alleghany Regional Commission.
- j. Provide upgrades and/or revisions of software during the progress of the work, warranty period and the term of the ongoing maintenance agreement between the Roanoke Valley-Alleghany Regional Commission and Contractor.
2. Acceptance of such records by Roanoke Valley-Alleghany Regional Commission /Consultant shall not be a waiver of any Contractor deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with Contract Documents.

## V. Procurement Schedule

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The Regional Commission expects to hold to the following procurement schedule:

- Issue Date of RFP February 5, 2024
- Deadline for receipt of questions February 16, 2024
- Deadline for receipt of Proposals March 4, 2024 by 5:00 PM EST
- Negotiations Week of March 11, 2024
- Proposed Contract Award March 20, 2024

## VI. Contract Term

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The contract term shall be for the development and delivery of a fully refurbished or replaced, functional, safely operating elevator within a timeline agreed upon the awardee and the Roanoke Valley-Alleghany Regional Commission. Additionally see **Attachment A**.

## VII. Evaluation Criteria

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A selection team will review all proposals and evaluate proposals on the following weighted criteria provided in your proposal:

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- Contractor's Qualifications – 20 Points
  - a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation. Corporations must be licensed to operate in the Commonwealth of Virginia.
  - b. Include the name and qualifications of key personnel that will be involved in the project. Include the name of any subcontractors, their qualifications, and a description of their involvement in the project.
  - c. State history of the firm, in terms of length of existence, types of services provided, etc. Identify the technical details that make the firm uniquely qualified for this work.
- Completion of Similar Projects – 20 points
  - a. The written proposal must include a list of specific experience in elevator modernization projects, preferably projects of similar size.
  - b. Provide three client references for similar projects recently completed, including the firm/agency name, address, telephone number, email, project title, and contact person.
- Proposed Equipment – 20 points
  - a. Include a comprehensive listing of the proposed equipment to be used in the project: Manufacturer, model and standard warranty information.
  - b. Equipment must be non-proprietary.
- Fee Proposal – 40 points
  - a. Total cost and estimated timeline.

The selection committee will evaluate each proposal by the above-described criteria and point system. The committee may contact references to verify material submitted by the contractors.

## VIII. Proposal Submission Requirements

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The Offeror ("Offeror") is the firm submitting the proposal. In order to be considered for selection, Offerors must submit a complete sealed written response to this RFP. One original of each proposal and five copies, each of which are marked "Copy," must be submitted to RVARC in addition to one electronic version on a flash drive. Proprietary information must be clearly marked as proprietary prior to submittal. If the Offeror wishes to submit a version of the proposal that has proprietary information redacted, the redacted version must be submitted in electronic format on a flash drive and must redact all proprietary information. Section numbers which are redacted must be identified as follows: Example: Section 3, paragraph B: "Redacted."

The Offeror is responsible for ensuring that the redacted version of the proposal is carefully edited, altered, and refined in order to protect and maintain complete confidentiality of protected information.

No other distribution of the written proposal shall be made by the Offeror.

The signed proposal must be returned in an envelope or package, sealed and identified with the name of the offeror, the submission date and time, the address of the offeror, and address as:

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RVARC Elevator Modernization  
Attn: Jeremy Holmes, Executive Director

Proposals must be received at the following location by January 12, 2024 at 4:00 PM EST:

Roanoke Valley-Alleghany Regional Commission  
313 Luck Avenue SW  
Roanoke, VA 24016

**Written Proposal Preparation:** Partnerships with other firms/vendors are acceptable and encouraged. Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in RVARC requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals, which are substantially incomplete or lack key information, may be rejected by RVARC at its discretion. Proposals must be organized in the order in which the requirements are presented in the RFP. All pages of the proposal must be numbered. Each section in the proposal must reference the corresponding need cited in the RFP. The proposal must contain a table of contents which cross-references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP must be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

Proposals should be prepared simply and economically, providing straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content. Each copy of the proposal must be in a single volume where practical. Elaborate brochures and other representations beyond that sufficient to present a complete and effective proposal are neither required nor desired. No proposal, in its entirety, should exceed 100 pages one-sided.

**Specific Proposal Requirements:** Proposals must be as thorough and detailed as possible so that RVARC may properly evaluate the Offeror's capabilities to provide the required services. Offerors are required to submit the following items in order for their proposal to be considered complete. Proposals shall be binding upon the Offeror for 120 days following the proposal due date. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Every effort will be made by RVARC to provide status information during the selection process.

**State Corporation Commission (SCC) Identification Number:** See **Attachment B** - Special Terms and Conditions for the SCC Identification Number reporting requirement.

**Tab 1, Services Needed:** The Offeror must provide a detailed description of if and how the proposed system meets each of the needs described in the Scope of Services in this RFP. It is not enough to just state that the proposed system meets a need. An explanation of how the system functions to meet each need. If a service need is not available in the current system, but can be added, an explanation of how that service will be added.

**Tab 2, Experience and Qualifications:** The Offeror must describe the skills and qualifications it has available to perform the various types of tasks described in the Statement of Needs. The

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key personnel who will be assigned to this project and tasks they will perform. The Offeror shall provide all of the following information concerning its company, subcontractor and personnel qualifications.

- A. A detailed statement indicating the organizational structure under which the firm proposes to conduct business. If more than one firm is involved in this project, state the type of arrangement between the firms and the percentage of work to be performed by each.
- B. A list of the key personnel including subcontractors who could be assigned to the various tasks identified. Give the relevant experience record of each and include resumes and any certifications.
- C. A list of references to include name, address, telephone number, email address, project, and dollar amount of project.

**Tab 3, Contact Person**

The primary Offeror must identify the name, telephone number and email address for the contact person who will be responsible for coordinating the efforts and personnel of all parties and subcontractors involved in the proposal.

**Tab 4, Safety**

Safety is important to the provision of service to the public. The Offeror shall describe the security features that will keep anyone riding in the elevator safe.

**Tab 5, Pricing**

Offerors shall provide separate pricing for each of the following: Refurbish Cab Interior, Machine Room, Cost of Hydraulic Plunger and Cylinder Replacement, two year full maintenance contract. Pricing shall include details of what services and functions, updates, maintenance, etc. are included in the pricing or the price of each, if priced separately.

**Tab 6, Timeline**

Offerors shall provide a detailed timeline of the set up and installation of the system and any other pertinent tasks to be completed.

## Attachment A: Required General Terms and Conditions

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**A. APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**B. ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to RVARC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1) During the performance of this contract, the contractor agrees as follows:
  - a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - i) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - ii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2) The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**C. ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.



**D. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with RVARC, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**E. DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the nondebarred vendor will be debarred for the same time period as the debarred vendor.

**F. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to RVARC all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by RVARC under said contract.

**G. MANDATORY USE OF FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

1. (For Invitation For Bids): Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the RVARC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the RVARC may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. (For Request For Proposals): Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, RVARC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**H. CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**I. ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of RVARC.

**J. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, RVARC, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which RVARC may have.

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**K. TAXES:** Sales to RVARC are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes.

**L. DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**M. NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

**N. AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the RVARC shall be bound hereunder only to the extent that funding is available or may hereafter become legally available for the purpose of this contract.

**O. BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**P. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may

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void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## Attachment B: State Corporation Commission Form

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### State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The Offeror:

Is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ -OR

is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust business trust -OR is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location) -OR

is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1- 757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Check this box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. The Commonwealth reserves the right to determine in its sole discretion whether to allow such a waiver.

