Purchasing Department
P. O. Box 13145 • Roanoke, VA 24031
(540) 853-1348 • Fax (540) 853-2836
November 5, 2026

REQUEST FOR PROPOSAL
RFP 3203

Notice is hereby given of the intention of the School Board for the City of Roanoke, Virginia ("Owner"), to contract for:

ELEVATOR MODERNIZATION AT NOEL C. TAYLOR LEARNING ACADEMY AND BRECKINRIDGE MIDDLE SCHOOL

Proposal Submission Requirements:

Proposals must be received by the Due Date and Time at bids.purchasing@rcps.info.

Due Date and Time: December 1, 2026; 3:00 P.M.

Announcement of Award: Upon the award or the announcement of the decision to award a contract as a result of this Request for Proposal ("RFP"), the Director of Purchasing will publicly post such notice on the Roanoke City Public Schools' website (https://www.rcps.info/departments/fiscal-services/purchasing) **(*Click* on "Recent Awards")** for a minimum 10-day period.

ROANOKE CITY SCHOOL BOARD
Eric Thornton
Purchasing Director

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Electronic Invitation to Bid/RFP Retrieval Instructions: **Full copies of Requests for Proposals, Bids, and Addenda must be retrieved over the Internet at the following address:**
https://www.rcps.info/departments/fiscal-services/purchasing.

***Click* on "Current Opportunities"**

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This Public Body does not discriminate against Faith-Based Organizations

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RFP 3203

ELEVATOR MODERNIZATION AT NOEL C. TAYLOR LEARNING ACADEMY AND BRECKINRIDGE MIDDLE SCHOOL

I. PURPOSE

The purpose of this Request for Proposal ("RFP") is to solicit sealed proposals through competitive negotiation for Elevator Modernization at Noel C. Taylor Learning Academy and Breckinridge Middle School for the School Board of the City of Roanoke, more commonly known as Roanoke City Public Schools. Roanoke City Public Schools ("RCPS", "Owner", or "Division") intends to retain a qualified firm(s) ("Contractor", "Offeror") to provide these services for the Division. RCPS reserves the right to make an award to one or more qualified firms.

RCPS will select the Contractor, or Contractors, who, in the aggregate, most completely meet the needs of the Division.

This document establishes the anticipated services to be performed and outlines the evaluation and selection process. However, this document does not guarantee a contract.

II. BACKGROUND

Roanoke City Public Schools ("RCPS") is a progressive urban school district serving the City of Roanoke, Virginia. The district is comprised of seventeen elementary schools, five middle schools, two high schools, the Roanoke Valley Governor's School for Science and Technology, the Noel C. Taylor Learning Academy, Forest Park Academy (which serves overage and under-credited middle school and high school students), adult education programs, career and technical education programs, preschool programs for low-income families, and after-school programs to assist students needing additional instruction.

RCPS has approximately 13,700 students and approximately 2,200 employees.

III. STATEMENT OF NEED

A. Project Description

Roanoke City Public Schools ("RCPS") is soliciting proposals from qualified elevator modernization contractors to furnish all labor, supervision, engineering, project management, materials, equipment, programming, permits, inspections, testing, commissioning, training, and incidentals necessary to complete the modernization of the existing hydraulic passenger elevators located at:

- Noel C. Taylor Learning Academy
    - 3229 Williamson Road NW, Roanoke, VA 24012

- Breckinridge Middle School
    - 3901 Williamson Road NW, Roanoke, VA 24012

The intent of this procurement is to provide complete, code-compliant, reliable, maintainable, and non-proprietary elevator systems that will provide long-term value to RCPS.

B. Scope of Work

The Contractor shall provide a complete turnkey modernization of each elevator. Work shall include, but not be limited to:

- Complete demolition and removal of designated existing equipment.
- Installation of new hydraulic elevator equipment.
- Controller replacement.
- Hydraulic power unit replacement.
- Door operator replacement.
- Door protection system replacement.
- Traveling cable replacement.
- Landing system replacement.
- Hall stations and lantern replacement.
- Car operating panel replacement.
- Emergency communications system.
- Battery lowering system.
- Wiring replacement as required.
- Programming.
- Testing.
- Commissioning.
- State inspection.
- Final certification.
- Training of RCPS personnel.
- Warranty service.
- Closeout documentation.

The Contractor shall furnish all labor, materials, supervision, transportation, permits, tools, testing equipment, programming, and incidentals necessary to provide complete operating elevator systems.

C. RCPS Master Elevator Modernization Specifications (Exhibit #1)

All work performed under this Contract shall comply with the latest edition of the **RCPS Master Elevator Modernization Specification**, which is hereby incorporated by reference and made a part of this solicitation.

The RCPS Master Elevator Modernization Specification establishes the minimum acceptable technical, operational, performance, quality, warranty, documentation, and commissioning requirements for this project.
The successful Offeror shall comply with all requirements contained therein.

D. Exceptions

Offerors shall clearly identify any exceptions to the RCPS Master Elevator Modernization Specification. Failure to identify an exception shall constitute the Offeror's agreement to comply with all requirements of the specification.

E. Building Work Responsibilities

The Contractor shall clearly identify work included within its proposal and coordinate all work associated with:

- Electrical modifications
- Fire alarm interface
- Telephone service
- Data connections
- HVAC modifications
- Machine room ventilation
- Machine room lighting
- Pit lighting
- Structural modifications
- Cab flooring
- Painting
- Permits
- State inspections

Any exclusions shall be specifically identified within the proposal.

F. Damage to RCPS Premises

The Contractor shall repair and/or replace any damage done
to any RCPS property by their employees or resulting from Contractor's services as soon as practicable, but in any event, no more than ten (10) calendar days after notification by the RCPS. All such repairs or replacements shall be completed to RCPS' sole satisfaction. To protect the Contractor, the Contractor shall document any damages in the project area prior to commencing work. This written record shall be provided to RCPS prior to commencing work.

G. Elevator Out-of-Service Requirements

The Contractor shall coordinate all planned elevator outages with RCPS and obtain written approval prior to removing any elevator from service. The Contractor shall minimize elevator downtime and maintain the approved construction schedule.

If an elevator is removed from service outside the approved construction schedule or remains out of service beyond the approved outage period without prior written authorization from RCPS, the Contractor may be assessed liquidated damages in the amount of **$250.00 per calendar day** until the elevator is restored to service or an RCPS-approved temporary alternative is implemented.

The Contractor shall immediately notify RCPS of any unforeseen conditions that may affect the approved outage schedule and shall submit a recovery plan for RCPS review and approval.

H. Project Schedule and Timeline

- Notice of Award
- Contract Execution
- Notice to Proceed
- Shop Drawing Submission – Within 30 calendar days of Notice to Proceed
- Shop Drawing Approval
- Equipment Procurement
- Construction Start
- Substantial Completion
- Final Inspection and Acceptance
- Final Completion and Closeout

The successful Offeror shall submit a detailed Critical Path Method (CPM) or equivalent project schedule within fourteen (14) calendar days following Notice of Award. The schedule shall identify all major milestones, equipment procurement activities, installation phases, testing, inspections, commissioning, training, and final acceptance. The Contractor shall provide updated project schedules with each progress meeting and submit a recovery schedule whenever progress falls behind the approved schedule.

The Work is anticipated to be performed during the Summer 2027 construction season while school is not in session. The Contractor shall coordinate all work activities with RCPS to minimize disruption to school operations. **The Work shall achieve Substantial Completion no later than June 30, 2027. Final Completion, including all closeout documentation, training, and final acceptance, shall occur within thirty (30) calendar days thereafter unless otherwise approved by RCPS.**

<u>Liquidated Damages</u>
Time is of the essence. The Contractor shall achieve Substantial Completion no later than June 30, 2027, unless otherwise approved in writing by Roanoke City Public Schools.
For purposes of this Contract, Substantial Completion shall mean that the elevator modernization work has been completed, all required inspections and testing have been successfully performed, necessary operating approvals have been obtained, and the elevator has been returned to safe, fully operational service for its intended use by RCPS.

In the event the Contractor fails to achieve Substantial Completion within the established Contract Time, the Contractor shall pay RCPS liquidated damages in the amount of **$250.00 per calendar day** for each day of unexcused delay until Substantial Completion is achieved.
The parties acknowledge that actual damages resulting from delayed completion would be difficult to determine and agree that this amount represents a reasonable estimate of anticipated damages and is not intended as a penalty.
Final Completion, including all required closeout documentation, training, warranties, and final acceptance, shall occur within thirty (30) calendar days following Substantial Completion, unless otherwise approved in writing by RCPS.

IV. CONTRACT PERIOD

The Contract shall commence upon execution by both parties and issuance of a Notice to Proceed by Roanoke City Public Schools. The Contractor shall achieve Substantial Completion and Final Completion in accordance with the project schedule submitted by the Contractor and approved by RCPS.

V. PRE-PROPOSAL CONFERENCE

A **mandatory** pre-proposal meeting/site visit will be conducted on November 12,2026, at 9:00 A.M. at Noel C. Taylor Academy (3229 Williamson Road NW, 24012), then proceed to James Breckinridge Middle School (3901 Williamson Road, NW 24012).

VI. CALENDAR OF EVENTS

	Date	
Release RFP	November 5, 2026	
Mandatory Pre-Proposal Conference	November 12, 2026	| 9:00 A.M.
Receive Written Inquiries (no later than)*	November 18, 2026	| 5:00 P.M.
Answer Written Inquiries (no later than)	November 24, 2026	| 5:00 P.M.
Receive Proposals	December 1, 2026	| 3:00 P.M.

*Written questions regarding the project may be submitted via e-mail to ethornton@rcps.info.

VII. PROPOSAL SUBMITTAL REQUIREMENTS AND PREPARATION

In order to be considered for selection, Offerors must electronically submit a complete response to this RFP. Specifically, Offerors must provide one (1) original and one (1) redacted copy that omits any proprietary or confidential information that the Offeror requests to be withheld from public view.
Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in RCPS requiring prompt submission of missing information and/or giving a lower evaluation of the proposal.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each

paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, sub letter, and repeat the text of the requirements as it appears in the RFP. If a response covers more than one page, the proposal should 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 should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.

Responses must be delivered not later than 3:00 P.M. on December 1, 2026, to: bids.purchasing@rcps.info.

Interested Offerors shall submit a proposal that addresses each of the items listed below. Proposals shall be organized in the order presented and provide sufficient detail to demonstrate the Offeror's qualifications, technical approach, and ability to successfully complete the Project**.**

1. **Executive Summary** – Provide a brief overview of the firm's understanding of the project and its approach to completing the modernization.
2. **Company Qualifications** – Describe the firm's history, organizational structure, years in business, office locations, number of employees, Virginia contractor licensing, elevator contractor licensing, and relevant certifications.
    - Virginia Class A Contractor License
    - Virginia Elevator Contractor License
    - Licensed Elevator Mechanics
    - OSHA 30-hour trained superintendent
3. **Relevant Experience** – Describe at least five (5) hydraulic elevator modernization projects of similar size and complexity completed within the past five years, preferably for K-12 schools, colleges, universities, or public agencies. Include project location, owner, modernization scope, contract value, completion date, and whether the project was completed on schedule.
4. **Project Team** – Identify the proposed Project Manager, Superintendent, lead mechanic, and key personnel assigned to the project. Include resumes, licenses, certifications, and relevant experience.
5. **Technical Approach** – Describe the proposed modernization approach, including:
    - Equipment manufacturer(s)
    - Compliance with the RCPS Master Elevator Modernization Specification
    - Schedule
    - Project sequencing
    - Quality control
    - Safety plan
    - School occupancy considerations
    - Temporary outage management
    - Testing and commissioning procedures
6. **Exceptions** – Identify any exceptions or deviations from the RFP or the RCPS Master Elevator Modernization Specification. Failure to identify exceptions shall constitute acceptance of all requirements.
7. **Project Schedule** – Submit a preliminary project schedule showing:
    - Shop drawings

- Equipment procurement
- Installation
- Testing
- Inspection
- Substantial Completion
- Final Completion

8. **Warranty and Service** – Describe warranty coverage, emergency response procedures, service organization, spare parts availability, and warranty response times.
9. **References** – Provide at least three (3) references for comparable elevator modernization projects completed within the last five years.
10. **Price Proposal** – Submit the completed pricing proposal and all required cost information as provided in **Attachment A**.
11. **Certifications** – Submit all required forms, including:
    - Certification of Proposal
    - SCC Registration
    - W-9
    - Background Certification
    - LBE/MBE/WBE documentation, if applicable
    - Any additional certifications required by the RFP

VIII. EVALUATION AND AWARD OF CONTRACT

A. **Evaluation Criteria**: Proposals shall be evaluated using the following criteria.

Criteria	Points
1. Technical Approach	20
2. Relevant Elevator Modernization Experience	20
3. Project Team Qualifications /Schedule	14
4. Price	30
5. References/Past Performance	10
6. Certified locally owned business enterprise (LBE).	2
7. Certified minority business enterprise (MBE).	2
8. Certified women business enterprise (WBE).	2
Total Points	**100**

B. **Award**:

Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposal, including price, if so stated in the Request for Proposal. Negotiations shall be conducted with the Offeror(s) selected. Price shall be considered but need not be the sole determining factor. After negotiations have been conducted with each Offeror(s) so selected, RCPS shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). RCPS may cancel this Request for Proposal or

reject proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (Section 2.2-4319 and Section 2.2-4359, Code of Virginia). Should RCPS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

C. Definitions: LBE, MBE, WBE.

"Local owner" – an individual who has an ownership interest in a business enterprise and whose primary residence is within the Roanoke Metropolitan Area. For the purposes of this policy, the Roanoke Metropolitan Area shall include all cities, counties, and towns within the Commonwealth of Virginia that are within a 50-mile radius of the City of Roanoke.

"Locally-owned business enterprise (LBE)" – a business that(i) is privately held, (ii) has Local Owners that own at least fifty-one percent of the business, (iii) has Local Owners that control the management and daily operations of the business, (iv) is registered in Virginia with no corporate headquarters outside of the Commonwealth, and (v) has completed the certification steps set forth below.

In order to be placed on the Purchasing Division's list as a LBE, a business must provide the Purchasing Director with (i) a copy of its local business license, (ii) a copy of the businesses articles of incorporation or partnership agreement, and (iii) a completed sworn certification form (found in the "Additional Forms" section of this RFP).

"Minority business enterprise (MBE)" – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by minorities.

"Women business enterprise (WBE)" – a business that has been certified by the Virginia Department of Small Business and Supplier Diversity (www.sbsd.virginia.gov) as a business that is both owned and controlled by women.

IX. COOPERATIVE PROCUREMENT

The procurement of goods and/or services provided for in this Bid is being conducted pursuant to Virginia Code Section 2.2-4304. Therefore, the Offeror or Bidder is advised, and by submitting a response to this procurement, such Offeror or Bidder agrees that any resulting contract from this procurement may be extended to other public bodies in the State of Virginia. The successful Offeror or Bidder shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to any contract that may result from this procurement and in accordance with Virginia Code Section 2.2-4304. The Roanoke City School Board shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the successful Offeror or Bidder or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

X. GENERAL TERMS AND CONDITIONS

1. **Taxes:** State sales and use tax certificate of exemption, Form ST-12 will be issued upon request, if you do not have same on file. Deliveries against this proposal shall be free of excise or transportation taxes.
2. **Mandatory use of RCPS Forms and Terms and Conditions**: Failure to submit a proposal on the official forms provided for that purpose shall be a cause for rejection of the proposal. Return of the completed document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, RCPS reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the proposal forms.
3. **Precedence of Terms**: Except for Paragraphs 1 and 2 of the General Terms and Conditions for Professional Services, which shall apply in all instances, in the event there is a conflict between the Generals Terms and Conditions for Professional Services and any Special Terms and Conditions used in a particular procurement, the Special Terms and Conditions shall apply.
4. **Default**: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, RCPS, after due oral and written notice, may procure from other sources and hold Vendor responsible for any resulting additional procurement and administrative. This remedy shall be in addition to any other remedies which RCPS may have incurred.
5. **Assignment of Contract**: A contract shall not be assignable by the Contractor in whole or in part without the written consent of RCPS.
6. **Antitrust**: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to RCPS all rights, title, and interest in and to all causes of the action it may now 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 RCPS under said contract.
7. **Ethics in Public Contracting**: By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred with any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.
8. **Anti-Discrimination**: By submitting their proposal, all Offerors certify to RCPS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides:
    a. In every contract over $10,000, the provisions 1 and 2 below apply:
        i. During the performance of this contract, the contractor agrees as follows:
            1. The contractor will not discriminate against any employee or applicant for employment 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 conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. 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. 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 paragraphs 1, above, in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or Contractor.

9. **Debarment Status**: By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.
10. **Applicable Law and Courts**: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.
11. **Asbestos**: Comply with applicable Federal, State and Local regulations
    a. Asbestos Hazard Emergency Response Act (AHERA) regulations contained in 40 CFR 763.
    b. Title 29, Code of Federal Regulations, Section 1910.134, 1910.1001, 1910.1200, 1926.58, and 1926.1101 of the Occupational Safety and Health Administration (OSHA), US. Department of Labor.
    c. Title 40, Code of Federal Regulations, EPA workplace guidelines include those pertinent sections of part I and II, EPA Guideline document 560/5-S5-024, "Guidance for Controlling Asbestos Containing Materials in Buildings".
    d. All State, County, and City codes and ordinances as applicable.
12. **Lead**: Comply with applicable Federal, State and Local regulations
    a. Title 29, Code of Federal Regulations (CFR), Occupational Safety and Health Administration (OSHA), U.S. Department of Labor:
        - 1910 General Industry Standards
        - 1910.1025 Lead Standard for General Industry
        - 1910.134 Respiratory Protection
        - 1910.1200 Hazard Communication
        - 1910.245 Specifications for Accident Prevention (Sign and Tags)
        - 1926.62 Lead Exposure in Construction
    b. Title 40, CFR Part 50, Appendix G, National Ambient Air Quality for Lead.
    c. ASTM-American Society for Testing Materials
    d. ANSI Z288.2.8 Practices for Respiratory Protection
    e. ANSI Z9.2 1979 Fundamentals Governing the Design and Operation of Local Exhaust systems
    f. United States Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint in Housing, revised, October, 1997
    g. Code of Virginia, Lead-Based Paint Activities VAC 15-30-650
    h. Virginia Department of Environmental Quality, Hazardous Waste Management Regulations 9VAC 20-60-10 thru 1480
    i. USEPA 40 CFR Part 260 Hazardous waste management system
    j. USEPA 40 CFR Part 261 Identification and listing of hazardous waste
    k. USEPA 40 CFR Part 262 Standards applicable to generators of hazardous waste
    l. USEPA 40 CFR Part 263 Standards applicable to transporters of hazardous waste
    m. USEPA 40 CFR Part 264 Standards for owners and operators of hazardous waste treatment, storage and disposal facilities

n. USEPA 40 CFR Part 265 Interim status standards for owners and operators of hazardous waste treatment, storage and disposal facilities
o. USEPA 40 CFR part 266 Standards for the management of specific hazardous wastes and specific types of hazardous waste management facilities
p. USEPA 40 CFR Part 267 Interim standards for owners and operators of new hazardous waste land disposal facilities
q. USEPA 40 CFR Part 268 Land disposal restrictions
r. USEPA 40 CFR Part 269 EPA administered permit programs: The Hazardous Waste Permit Program
s. USEPA 40 CFR Part 270 Requirements for authorization of State hazardous waste programs
t. USEPA 40 CFR Part 270 Approved State hazardous waste management programs.

13. **Qualifications of Offerors**: RCPS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to RCPS all such information and data for this purpose as may be requested. RCPS reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. RCPS further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy RCPS that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
14. **Anti-Collusion Certification**: By signing the proposal, the Offeror certifies that the proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. The Offeror understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. The Offeror agrees to abide by all conditions of the proposal and certifies that the individual signing the proposal is authorized to do so.
15. **Payment Terms**: Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days.
16. **Immigration Reform & Control Act of 1986**: By submitting a proposal, Offerors certify that they do not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
17. **Relationship of Offeror to Owner**: After the Contract for services has been fully executed, the Offeror shall be the professional advisor and consultant to the Owner for technical matters related to the project and shall be responsible directly to and only to the Owner. The Owner shall communicate all approvals, rejections, change requirements and other similar information to the Offeror.
18. **Code and Regulatory Compliance**: Review, comments and approvals by Owner or the staff of RCPS, in no way absolve any other person, firm or corporation involved in a project from their full responsibilities under the applicable laws, codes, and professional practice as required in projects for Roanoke City Public Schools.
19. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

XI. SPECIAL TERMS AND CONDITIONS

1. **Insurance**:

Prior to the start of any work under the contract, the Contractor shall provide to RCPS Certificate of Insurance Forms approved by RCPS and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be:

A. Workers' Compensation. Workers' Compensation insurance covering Contractor's statutory obligation under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all its employees engaged in work under this Agreement.

B. Automobile Liability. The minimum limit of liability for automobile liability insurance shall be $1,000,000 combined single limit applicable to owned or non-owned vehicles

C. Commercial General Liability Broad Form insurance shall insure against all claims, loss, cost, damage, expense, or Contractor's performance under this contract. The minimum limits of liability for this coverage shall be $2,000,000 combined single limit for any one occurrence.

2. **Audit**: The Offeror agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by RCPS. RCPS shall have full access to and the right to examine any of said materials during said period.
3. **Termination of Contract**: RCPS reserve the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **Modification of Contract:** RCPS may, upon mutual agreement with the Offeror, issue written modifications to the statement of needs as a part of this contract, except that no modifications can be made which will result in an increase of the original project order contract price by $50,000 or a cumulative amount of more than 25%, whichever is greater, without the advance written approval of the Deputy Superintendent or his designee. In making any modification, the resulting increase or decrease in cost for the modification shall be determined by one of the following methods as selected by RCPS in accordance with the requirements of the Public Procurement Act.
5. **Ownership of Materials**: Ownership of all data, materials, and documentation originated and prepared for the Roanoke City School Board pursuant to the proposal shall belong exclusively to the Roanoke City School Board and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by the Offeror shall not be *subject* to public disclosure under the *Freedom of Information Act,* unless otherwise required by law or a court; however, the Offeror must invoke the protection of Section 2.2-4332(F) of the *Code of Virginia,* in writing, either before or at the time the data or other material is submitted. The written notice must *SPECIFICALLY* identity the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. *The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the proposal.*
6. **Subcontracts:** No portion of work shall be subcontracted without prior written consent of RCPS. In the event the Contractor desires to subcontract some or part of the work specified herein, the Contractor shall furnish RCPS the names, qualifications, and experience of their proposed

subcontractors. The Contractor shall, however, remain fully liable and responsible for the work done by the subcontractor(s) and shall assure compliance with all contract requirements.

7. **Indemnification:** The contractor agrees to be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents, and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend, and hold harmless RCPS, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.
8. **Proposal Acceptance Period:** Any proposal resulting from this solicitation shall be valid for 90 days. At the end of the 90 days, the proposal may be withdrawn at the "*written*" request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled. Withdrawal of proposals due to error shall be in accordance with Section II-54 (ii), Code of Virginia.
9. **Late proposals**: To be considered for award, proposals must be received by Roanoke City Public Schools, Attention: Eric Thornton, 40 Douglass Ave NW, Roanoke, VA 24012, by the designated opening date and hour. The official time used in the receipt of proposals is that time on the clock located in RCPS Purchasing Department. Proposals received after the designated opening date and hour are automatically disqualified and will not be considered. Roanoke City Public Schools is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or another means of delivery. It is the sole responsibility of the Offeror to insure that its proposal reaches Roanoke City Public Schools Purchasing Department by the designated date and hour.
10. **Gifts by Offeror, Contractor, or Subcontractor**: No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for a 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 is exchanged.
11. **Qualification of Offerors**: Roanoke City Public Schools may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to Roanoke City Public Schools all such information and data for this purpose as may be requested. Roanoke City Public Schools reserves the right to inspect Offeror's physical plant prior to award to satisfy questions regarding the Offeror's capabilities. Roanoke City Public Schools further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy Roanoke City Public Schools that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
12. **Availability of Funds**: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.
13. **Contract Documents**: The contract entered into by the parties shall consist of the Request for Proposal, the signed proposal submitted by the Contractor, Roanoke City Public Schools Standard Contract, the General and Special Terms and Conditions, the Statement of Need including all modifications thereof, all of which shall be referred to collectively as the Contract Documents.

14. **Rejection of Proposals**: The Superintendent or designee, on behalf of the School Board, reserves the right to reject any and all proposals
15. **Procedure for Protest**: Any vendor submitting a proposal may protest the award or decision to award a contract by submitting a written protest to the Superintendent of the ROANOKE CITY SCHOOL BOARD no later than ten (10) days after the award or the announcement of the decision to award whichever occurs first. The written protest shall include the basis for the protest and the relief sought (Section 2.2-4360, Code of Virginia).
16. **Contract Incorporation:** These terms and conditions are made a part of any resulting contract.

XII. ADDITIONAL FORMS

STATE CORPORATION COMMISSION FORM
This form must be returned with response to solicitation.

Virginia State Corporation Commission ("SCC") registration information. The undersigned 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.

-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.

****NOTE**** Check the following 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 waiver): _____.

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Name of Firm: _____

PROPRIETARY AND CONFIDENTIAL INFORMATION FORM

This form must be returned with response to solicitation.

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the Offeror must invoke the protections of § 2.2- 4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected including the section of the proposal in which it is contained and the page numbers and state the reasons why protection is necessary. The proprietary or trade secret material submitted in the original and all copies of the proposal must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. In addition, a summary of proprietary information submitted shall be submitted on this form. The classification of an entire proposal document, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable. If, after being given five business days, the Offeror refuses to withdraw such a classification designation, the proposal will be rejected.

Name of Offeror (Firm):_____invokes the protections of § 2.2-4342F of the *Code of Virginia* for the following portions of my proposal submitted on_____.
Date

Signature: _____

Title: _____

_____ No portion of this proposal is to be considered confidential and/or proprietary.

_____ The data/material indicated below is to be considered confidential and/or proprietary.

DATA/MATERIAL TO BE PROTECTED	SECTION NO., & PAGE NO.	REASON WHY PROTECTION IS NECESSARY

*Attachments may be made to this form for further clarification, but this form shall serve as the official request to invoke the protections of § 2.2- 4342F of the Code of Virginia.

ANTI-COLLUSION CERTIFICATION

The Offeror certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Offeror understands collusive bidding is a violation of Federal Law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Offeror also understands that failure to sign this statement will make the proposal non-responsive and unqualified for award.

Signed: _____

Date: _____

Name of Company: _____

MINORITY & WOMEN-OWNED BUSINESS ENTERPRISE CERTIFICATION

The Proposer should complete the following information:

Is Proposer a qualified minority or women-owned business enterprise (MBE/WBE)?
Yes: _____ No: _____. Regardless of response to this question, Bidder shall complete the following:

Will Bidder be using Subcontractors? Yes: _____ No: _____

In conjunction with the desire of the School Board of the City of Roanoke, VA's policy to utilize Minority and Women-Owned Business Enterprises wherever possible, the Bidder (Proposer) has solicited quotations for labor, material, and/or services from the following MBE/WBE: (Attach additional sheet if necessary.)

1.	Name of Firm	Person(s) Contacted	Type of Labor, Service or Material Quoted	Date
	_____	_____	_____	_____
	_____	_____	_____	_____

2. Of those Listed above, we intend to utilize the following MBE/WBE in completion of the work required by this contract. (Attach additional sheet if necessary.)

	Type of Labor, Service	Amount of Contract

Name of Firm	or Material Quoted	Subcontract
_____	_____	_____
_____	_____	_____

The Bidder will utilize the indicated MBE/WBE firms in this project. If the Proposer determines not to use the indicated MBE/WBE, Bidder must notify the School Board and provide a valid non-discriminatory business reason for not employing the MBE/WBE.

3. If the MBE/WBE's indicated in paragraph 1 will not be utilized, please state the reason for each firm. (Attach additional sheet if necessary.)

Name of Firm	Results of Contact

4. If unable to contact MBE/WBE's, please indicate efforts made: (Attach additional sheet if necessary.)

_____

_____

_____

This firm has made a good faith effort to utilize MBE/WBE's whenever possible.

Offeror: _____
(Firm)

_____
(Address)

_____
(Telephone) (FAX)

_____ _____
(Ink Signature and title) (Date)

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ – ___ – ____

or

Employer identification number

__ – _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

CERTIFICATION OF COMPLIANCE WITH VIRGINIA CODE

1. A sworn statement or affirmation from the Contractor that neither the Contractor nor any of its employees have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child nor a crime of moral turpitude is mandated by Virginia Code Section 22.1-296.1.
2. Affirmation from the Contractor that the Contractor does not, and shall not, during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
3. A sworn statement or affirmation from the Contractor that the employees have submitted to and passed an employment drug screening.
4. Affirmation from the Contractor that the Contractor does not and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an individual that has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Virginia Code Section 19.2-392.02.

Bid/Proposal Number: **RFP 3203** Company Name: _____

List of employee(s) assigned to the project:	

By signature below, I hereby certify that 1) a criminal background check has been performed as part of the employment process for the above listed persons and that based upon the results of such background check these individuals have never been convicted of a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; 2) to the best of my knowledge and belief none of these individuals is currently the subject of any pending criminal charges involving a violent felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; nor a crime of moral turpitude; and 3) I do not nor shall I during the performance of the contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986; 4) the above listed persons have submitted to and passed an employment drug screening.

If the employees assigned to the project change, an updated copy of this form must be submitted to the Purchasing Office before an added employee can begin to work on the project.
Only employees on this list will be allowed to provide services to the schools or be allowed to interact with students.

Name of Company Officer_____ Date _____

Signature of Company Officer _____ Rev. 8/2020

Reference Form. Offerors may submit the attached reference form or letters of reference containing substantially equivalent information. RCPS reserves the right to contact any reference provided.

1. Project Location and Scope: _____

   _____

   Agency Name: _____

   Address: _____

   Contact Person: _____ Telephone #: _____

   E-mail: _____

2. Project Location and Scope: _____

   _____

   Agency Name: _____

   Address: _____

   Contact Person: _____ Telephone #: _____

   E-mail: _____

3. Project Location and Scope: _____

   _____

   Agency Name: _____

   Address: _____

   Contact Person: _____ Telephone #: _____

   E-mail: _____

Company: _____

Signature: _____

Title: _____ **Date:** _____

ROANOKE CITY PUBLIC SCHOOLS' CERTIFICATION FOR LOCALLY OWNED BUSINESS ENTERPRISE (FORM DJI-F)

In an effort to qualify as a locally owned business enterprise under the Roanoke City School Board's Plan for Participation in Procurement Transactions with locally owned businesses, I voluntarily submit that the information set forth below is true and accurate.

Name of Business_____

____ Corporation ____ Partnership
____ Other (Please Describe)

_____

Address of Business_____

Business Phone No. _____ Other Phone No. _____

Name of Owner(s)/Owner's Permanent Address/% of Ownership

_____

_____

_____

_____

The following documents must be attached to or accompany this Certification in order to be considered a locally owned independent business under the Roanoke City School Board's procurement program.

Copy of current business license AND
a. If a corporation - Copy of the Articles of Incorporation and the minutes from the last annual meeting.
b. If a partnership - Copy of the Partnership Agreement.

By signature below, I hereby certify that the information set forth in this certification is true and accurate. I further certify that I am an owner of the independent business listed in this certification and that my permanent residence is in the Commonwealth of Virginia within fifty (50) miles of the City of Roanoke. Finally, I certify that the business documents that are attached to and made a part of this certification are true and accurate copies.

_____ _____
Name of Company Officer/Date Signature of Company Officer

CERTIFICATION OF PROPOSAL

RFP 3203
ELEVATOR MODERNIZATION AT NOEL C. TAYLOR LEARNING ACADEMY
AND BRECKINRIDGE MIDDLE SCHOOL

The undersigned certifies a comprehension of the specifications in the foregoing proposal, and that the merchandise or service submitted for this proposal meets or exceeds the specifications as listed herein. The successful Offeror certifies that the Offeror, all principals, and sub recipients, are not suspended or debarred from providing the services described in this contract. Further, Roanoke City Public Schools reserves the right to review the List of Parties Excluded from Federal Procurement or Non-Procurement Programs to determine that the successful Offeror, including all principals and sub recipients, has not been suspended or debarred from providing the services described in this proposal.

FIRM _____

BY _____
(Signature validates proposal)

_____
(Print or type name)

TITLE _____

ADDRESS _____

CITY _____

STATE, ZIP _____

TELEPHONE _____

TOLL-FREE NUMBER _____

FAX NUMBER _____

E-MAIL _____

DATE _____

ATTACHMENT A – PRICE PROPOSAL

RFP 3203

ELEVATOR MODERNIZATION AT NOEL C. TAYLOR LEARNING ACADEMY AND BRECKINRIDGE MIDDLE SCHOOL

Offeror/Company: _____

Contact Name: _____ Phone/Email: _____

Provide a lump-sum, turnkey price for each location, including all work required by the RFP and Exhibit #1.

Location	**Lump-Sum Price**
Noel C. Taylor Learning Academy	$ _____
Breckinridge Middle School	$ _____
TOTAL PROPOSAL	**$ _____**

Exceptions or exclusions (if any):

_____

_____

By signing below, the Offeror confirms that the prices above include the complete scope of work required by the RFP, except as expressly identified in its proposal.

Authorized Signature: _____ Date: _____

EXHIBIT #1

ROANOKE CITY PUBLIC SCHOOLS

MASTER ELEVATOR MODERNIZATION SPECIFICATIONS

Hydraulic Passenger Elevators

Facilities and Operations Department

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1. PURPOSE

The purpose of this Master Elevator Modernization Specification is to establish uniform technical, operational, and performance standards for the modernization of hydraulic passenger elevators throughout Roanoke City Public Schools (RCPS).

This specification is intended to serve as the Division's standard for future elevator modernization projects and shall be used in conjunction with individual project-specific drawings, elevator data sheets, and procurement documents.

The objective is to provide elevator systems that are safe, reliable, code compliant, energy efficient, maintainable, and supported by multiple qualified service providers throughout the life of the equipment.

---

2. INTENT

RCPS intends to modernize existing hydraulic passenger elevators using a performance-based specification rather than manufacturer-specific equipment.

The modernization shall:

- Improve reliability.
- Improve passenger safety.
- Reduce maintenance costs.
- Eliminate obsolete equipment.
- Increase parts availability.
- Improve serviceability.
- Reduce downtime.
- Provide open architecture equipment.
- Eliminate dependence upon proprietary software.

- Provide long-term lifecycle value.

---

3. DESIGN PHILOSOPHY

It is the policy of RCPS that elevator modernization projects shall emphasize long-term ownership value rather than lowest initial cost.

Accordingly, this specification establishes minimum performance requirements intended to encourage competition while ensuring that installed systems remain serviceable by multiple qualified elevator contractors.

Nothing contained herein shall be interpreted as specifying a particular manufacturer.

---

4. GENERAL REQUIREMENTS

Each modernization project shall include complete replacement or refurbishment of elevator equipment necessary to provide a reliable, code-compliant system.

Modernization shall include, at a minimum:

- Hydraulic power unit
- Controller
- Microprocessor controls
- Landing system
- Traveling cable
- Wiring
- Door operator
- Door protection system
- Car operating panel
- Hall fixtures
- Emergency communication system
- Battery lowering
- Required code upgrades
- Testing
- Inspection

- Commissioning

---

5. PERFORMANCE OBJECTIVES

Modernized elevators shall provide:

- Maximum system reliability
- Reduced service interruptions
- Reduced maintenance costs
- Open architecture controls
- Long-term parts availability
- Compliance with all applicable codes
- Improved accessibility
- Improved passenger safety
- Ease of future modernization

---

6. NON-PROPRIETARY REQUIREMENTS

One of the primary objectives of this specification is to eliminate unnecessary dependence upon proprietary equipment and ensure that all modernized elevator systems can be maintained, serviced, repaired, and adjusted by multiple qualified elevator service providers.

Accordingly, the following requirements shall apply:

1. Open Architecture: Elevator controllers and associated control systems shall utilize open-architecture technology that permits maintenance, troubleshooting, programming, and repairs by qualified elevator service providers without requiring an exclusive relationship with the original manufacturer or installing contractor.
2. Software and Diagnostic Access: The Contractor shall provide RCPS with all software, diagnostic tools, programming interfaces, access credentials, and associated documentation necessary for the operation, maintenance, troubleshooting, adjustment, and repair of the installed equipment.
3. Passwords and Access Credentials: All passwords, access codes, and administrative credentials necessary to access, diagnose, maintain, and adjust the installed equipment shall be provided to RCPS upon project completion. Such access shall not be restricted to the original manufacturer or installing contractor.

4. Licensing and Intellectual Property: RCPS acknowledges that certain software, firmware, and diagnostic tools may remain the intellectual property of their respective manufacturers. However, the Contractor shall ensure that RCPS receives a perpetual, nonexclusive, transferable license, or other legally sufficient rights, permitting RCPS and its designated qualified service providers to use the necessary software and diagnostic tools for the useful life of the equipment. No recurring licensing fees, mandatory subscriptions, or manufacturer-exclusive service agreements shall be required for routine maintenance, diagnostics, adjustments, or repairs.
5. Parts and Equipment Availability: Replacement parts, programming tools, and diagnostic equipment shall be commercially available to qualified elevator service providers without requiring manufacturer-exclusive service agreements.
6. Documentation and Technical Access: The successful Contractor shall provide RCPS and its designated qualified service providers with access to the following, as applicable to the installed equipment:
    - Controller programming and configuration files
    - Firmware and software necessary for maintenance and repair
    - Wiring diagrams and electrical schematics
    - Diagnostic software and manuals
    - Passwords and access credentials
    - Programming cables and interface devices
    - Service and maintenance manuals
    - Equipment configuration and parameter documentation
    - Procedures for software updates and system restoration
7. Restrictions: Any proposed limitations involving software licensing, firmware access, diagnostic capabilities, or intellectual property shall be clearly identified in the Contractor's proposal and shall be subject to written approval by RCPS prior to contract award. No restriction shall prevent RCPS from engaging a qualified third-party elevator service provider to perform routine maintenance, diagnostics, adjustments, or repairs.
8. Verification: Prior to final acceptance, the Contractor shall demonstrate that RCPS or its designated qualified service provider can access the installed control system, retrieve diagnostic information, and perform routine maintenance and adjustments using the documentation and tools provided.

Failure to satisfy these requirements may constitute grounds for rejection of the proposed equipment or withholding final acceptance.

7. PARTS AVAILABILITY

The manufacturer shall certify that replacement parts for all major system components will remain commercially available for a minimum period of fifteen (15) years following substantial completion.

The manufacturer shall identify any components considered proprietary or having limited production life.

Equipment nearing end-of-life shall not be considered acceptable.

---

8. WARRANTY

Minimum warranty:

Two (2) years

Warranty shall include:

- Parts
- Labor
- Travel
- Call-backs
- Adjustments
- Programming
- Firmware updates

Warranty service shall include:

Entrapment Response:
One hour maximum, for site arrival

Out-of-Service Elevator:
Four-hour maximum, for restoration of service

Critical Failures:
Same business day.

---

9. OWNER TRAINING

The contractor shall provide training to RCPS personnel including:

- Controller operation

- Troubleshooting
- Diagnostic software
- Routine maintenance
- Emergency procedures
- Documentation review

Electronic copies of all training materials shall be provided.

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10. CLOSEOUT DOCUMENTATION

At project completion, the contractor shall provide:

- As-built drawings
- Shop drawings
- Wiring diagrams
- Programming files
- Passwords
- Firmware versions
- Equipment manuals
- Maintenance manuals
- Recommended spare parts list
- Preventive maintenance schedule
- Warranty certificates
- Inspection certificates

---

11. FUTURE USE

This document is intended to serve as the standard RCPS specification for future hydraulic elevator modernization projects.

Project-specific information, including elevator schedules, existing conditions, drawings, and special requirements, shall be incorporated through individual project appendices without modifying the core requirements of this specification.