

**Group 71004 – Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide)**

<b>Inquiry Number</b>	<b>Solicitation Document</b>	<b>Section Number</b>	<b>Inquiry</b>	<b>Response</b>
1	General		Is it possible to get a copy of the power point presentation that was used for the prebid	Yes, as announced by OGS in Bid Solicitation Update #2, the Pre-Bid presentation was posted to the OGS Bid Calendar on January 23, 2023.
2	General		Will you provide a copy of the power point presentation that was used during the webinar yesterday?	Yes, as announced by OGS in Bid Solicitation Update #2, the Pre-Bid presentation was posted to the OGS Bid Calendar website on January 23, 2023.
3	General		Will current Mini-Bid Agreements automatically end upon award of Contracts from this Solicitation?	No. Current Mini-Bid Agreements awarded under the current Statewide Centralized Contract #22913 are not affected by the award of Contracts from Solicitation #23271.
4	General		Will the terms and conditions of current Mini-Bid Agreements be replaced with the terms and conditions of this Contract following award?	No. Current Mini-Bid Agreements awarded under the current Statewide Centralized Contract #22913 are not affected by the terms and conditions of the new Contract #23271.
5	Solicitation Main Document	Section 1.1, <i>Overview</i>	Will an authorized user be able to request both basic maintenance coverage and full-service coverage on different units on the same mini bid?	Yes. Per Solicitation (Revised February 3, 2023) Section 1.1, <i>Overview</i> , the Mini-Bid Project Definition allows Authorized Users the ability to specify the type of maintenance plan required for each individual Lift Equipment.
6	Solicitation Main Document	Section 3.4, <i>Full-Service Warranty Maintenance</i>	Is there no price cap on the coverage for repair work on Full-Service Maintenance? For example, in the previous agreement repairs over a certain threshold would be billable.	There are no price caps for repair work on Lift Equipment covered by Full-Service Warranty Maintenance plan. This Solicitation does not include any Minor Corrective Maintenance thresholds that are contained in the current Centralized Contract 22913. Solicitation (Revised February 3, 2023) Section 3.4, <i>Full-Service Warranty Maintenance</i> , states “The only circumstance where the Contractor shall not be obligated under this agreement to Repair damage at no additional cost is where such damage was caused by fire or other act of God (except that which is caused by the Contractor) or by the willful destruction of the equipment by the Authorized User, clients, employees, or visitors.”

**Group 71004 – Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide)**

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
7	Solicitation Main Document	Section 3.4, <i>Full-Service Warranty Maintenance</i>	For the Full-Service Warranty Coverage, is every form of repair and part replacement covered other than obsolescence and issues that are not from regular wear and tear?	Section 3.4, <i>Full-Service Warranty Maintenance</i> , states “The only circumstance where the Contractor shall not be obligated under this agreement to Repair damage at no additional cost is where such damage was caused by fire or other act of God (except that which is caused by the Contractor) or by the willful destruction of the equipment by the Authorized User, clients, employees, or visitors.” Claims of component obsolescence are to be managed in accordance with Section 3.14, <i>Component Obsolescence</i> . Any necessary Repairs for obsolescence work shall be submitted under Section 3.8, <i>Time and Material (“T&amp;M”)</i> , of the Contract.
8	Solicitation Main Document	Section 3.4, <i>Full-Service Warranty Maintenance</i>	For the Full-Service Warranty Coverage, overtime is not included in any form unless otherwise specified in a mini bid, correct?	<p>Pursuant to Section 3.4, <i>Full-Service Warranty Maintenance</i>, when Lift Equipment is covered under Full-Service Warranty Maintenance, Contractors may not charge Authorized Users for an additional cost for overtime when the work falls under the scope of Full-Service Warranty Maintenance.</p> <p>Payment of the Elevator Mechanic Overtime Hourly Rate and/or Elevator Apprentice Overtime Hourly Rate is only possible for T&amp;M Repairs that are either for damage caused by fire or other act of God (except that which is caused by the Contractor) or by the willful destruction of the equipment by the Authorized User, clients, employees, or visitors or for Authorized User approved claims of component obsolescence.</p> <p>Contractors shall pay their employees and/or subcontractors overtime as required by New York State Law regardless of whether the Contractor is permitted to charge the Authorized User for Overtime Hourly Rates.</p>

**Group 71004 – Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide)**

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
9	Solicitation Main Document	Section 3.4, <i>Full- Service Warranty Maintenance</i>  3.13, <i>Lift Equipment Downtime</i>	“contractor shall complete the repairs/replacements w/in (4) business days” If a contractor is covering the cost of materials but the lead time is lengthy, say over 48 hours, will the contractor still encounter liquidated damages for the unit being shut down? If so, what is the exact calculation?	Section 3.13 (3), <i>Lift Equipment Downtime</i> , has been revised to state “For purposes of assessing liquidated damages, unscheduled down-time of more than forty-eight (48) consecutive hours for any Lift Equipment shall apply, unless the Contractor has notified the Authorized User in writing to provide just cause to the Authorized User’s satisfaction for any delay past forty-eight (48) consecutive hours returning the Lift Equipment to service. Just cause for any delay may only include circumstances outside the control of the Contractor.”
10	Solicitation Main Document	Section 3.10, <i>Callback Service</i>	Please clarify what hours of the day callbacks are intended to be covered under each maintenance plan. Callbacks after regular hours and on holiday are also to be included in both the Basic Maintenance and Full-Service Warranty maintenance?	Section 3.3, <i>Basic Maintenance</i> , and Section 3.4, <i>Full-Service Warranty Maintenance</i> , both provide that Callback Service shall be included, and Section 3.10, <i>Callback Service</i> provides Callback Service shall be provided on a 24-hour-a-day, 7 days-a-week basis.
11	Solicitation Main Document	Section 3.12, <i>Safety Inspections and Test</i>	3rd Party Inspection companies are required to be contracted by the customer (NYS OGS) not an elevator company directly. Will this section be clarified to update that process?	Section 3.12 (3), <i>Safety Inspections and Tests (Excluding Fireman’s Recall Test)</i> , has been revised to state “These tests shall be conducted in the presence of a Qualified Independent Elevator Inspector (QEI) selected and paid for by Authorized User.”

**Group 71004 – Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide)**

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
12	Solicitation Main Document	Section 4.9, <i>Bid Deviations</i>  Section 6.11, <i>Liquidated Damages</i>	<p>In reference to bid deviations, 6.11 Liquidated Damages references:</p> <p>2.0 \$100 deduction per piece of equipment for every business day until the parts are received. Can clarifications be made to this or exceptions? If the elevator company has ordered materials and is awaiting receipt, how is it logical to receive a daily penalty? Unsure how elevator companies are liable for such penalty when delivery of materials would be uncontrollable (waiting for repaired boards, shipped items).</p> <p>3.0 This language is misleading – for quarterly or semi-annual maintenance tasks</p> <p>5.0 Often T&amp;M quotes require requesting pricing for quotes from various vendors, a 2 day turnaround is a very small window and unlikely to be achieved based on given lead times receiving quotes from vendors.</p> <p>If Liquidated Damage language is altered or struck, will such elevator company be withdrawn and ineligible from bidding?</p>	<p>2.0 OGS will not accept clarifications or exceptions to Section 6.11(2), <i>Liquidated Damages</i>. Section 6.11(2) has been revised to include that “If the Contractor fails to provide any of the parts within 24 hours of establishment of need for such parts and has not notified the Authorized User in writing to provide just cause for any delay, the Authorized User reserves the right to deduct \$100.00 per piece of Lift Equipment ... “</p> <p>3.0 Section 6.11(3), <i>Liquidated Damages</i>, has been revised to change “Semi-Annual Preventive Maintenance tasks” to “Annual Preventive Maintenance tasks”.</p> <p>5.0 If a 2 day turnaround time in submitting a T&amp;M Proposal is not possible, Section 3.8, <i>Time and Material (“T&amp;M”)</i>, and Section 6.11(5), <i>Liquidated Damages</i>, allow Contractors to provide just cause to Authorized Users for any delay in submitting a T&amp;M Proposal to the Authorized User.</p> <p>As stated in Section 4.9, Bid Deviations, “Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.</p>
13	Solicitation Main Document	Section 4.9 <i>Bid Deviations</i> ,  Section 6.11, <i>Liquidated Damages</i>	<p>Are we allowed to submit clarifications on terms and conditions relating to indemnity, liquidated damages, CD’s, additional insured, etc.? More specifically, do ALL liquidated damages apply to the Basic Maintenance and the Full-Service Warranty Maintenance options?</p>	<p>As stated in Section 4.9, Bid Deviations, “proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids.” Otherwise, “Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.”</p> <p>Liquidated Damages may apply regardless of the maintenance plan selected for each piece of Lift Equipment.</p>

**Group 71004 – Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide)**

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
14	Solicitation Main Document	Section 6.9, <i>Invoicing and Payment</i>	If certified payroll is required for maintenance verification, is there still a requirement to use building check in/out logs?	The submission of certified payrolls is required to demonstrate the payment of prevailing wages to the Contractor's employees. Maintenance verification may be demonstrated by the completion and submission of Preventive Maintenance checklists. Each Authorized User will have its policy/procedures regarding Contractor sign-in/out logs and building access.
15	Solicitation Main Document	Section 6.9, <i>Invoicing and Payment</i>	What is the payment turnaround timeframe once submitted from the elevator company?	Appendix B, Section 47, Prompt Payments, explains when payments shall be made by state agencies and non-state agencies. For state agencies, New York State Finance Law §179-f requires the State to pay vendors promptly (within 30 days for most vendors, 15 days for qualified Small Business vendors). Timeliness of payment and any interest to be paid by the Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
16	Solicitation Main Document	Section 6.9, <i>Invoicing and Payment</i>	Is there going to be support moving forward getting updates on payment? If an invoice is rejected, or requires clarification, will the payment clock restart, and if so, to what?	<p>Updates on payments would be handled at the Authorized User level. Also, the Statewide Financial System (Section 6.13, <i>Statewide Financial System (SFS)</i>) will allow Contractors to access the Vendor Portal to review invoices in SFS. Through the Vendor Portal, Contractors can determine when they can expect their invoice to be paid, and which NYS agency issued your payment.</p> <p>For state agencies, pursuant to NYS Finance Law Article 11-A, the timeline for paying interest is calculated following receipt of a "proper invoice." Therefore, if an invoice is rejected due to an error on the invoice, the 30 calendar-day timeline would restart when a "proper invoice" is submitted to the Authorized User.</p>
17	Attachment 1 – Pricing		Is it mandatory to provide pricing for escalator service? Or can this be left blank if preferred?	Yes, As per Solicitation Section 1.1 Overview, Bidders shall offer maximum not-to-exceed Monthly Maintenance Rates for each type of Lift Equipment, including escalators, within a Region for each type of maintenance plan. Failure to provide pricing on all items for a Region may result in disqualification of the Bidder's bid for that Region.

**Group 71004 – Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide)**

Inquiry Number	Solicitation Document	Section Number	Inquiry	Response
18	Attachment 4 – Insurance Requirements		When submitting our bid to OGS who do we list as the certficatr holder and for what address. Must we list additional insured?	<p>1) The Certificate Holder shall be:</p> <p style="text-align: center;">New York State Office of General Services Bureau of Risk and Insurance Management (BRIM) 32nd Floor - Corning Tower Albany, New York 12242</p> <p>2) Yes, the Additional Insurance shall be listed as follows:</p> <p>The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation and their officers, agents and employees.</p>
19	Attachment 10 – Minimum Qualifications Account References		Please provide the password to unlock attachment #10 so I can enter the information	No. Bidders are able to access and modify the cells as needed to enter all of the required information on Attachment 10 – Minimum Qualifications Account References. There is no need for Bidders to unlock the attachment.
20	Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators		It is stated that the contractor must take a sample of hydraulic fluid from every unit and have them tested by a certified third-party laboratory for viscosity, one year prior to the ending of the contract. Who is responsible for this cost?	Appendix D - Preventive Maintenance Specifications for Hydraulic Elevators and Appendix G - Preventive Maintenance Specifications for Miscellaneous Lift Equipment have been revised to remove this requirement.
21	Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators		It is stated that if the viscosity lab results aren't in order for hydraulic elevators, we must fully replace the oil in a hydraulic system. The oil is also not very maintainable and typically loses viscosity due to issues with temperature of the machine room or use of the elevator. Therefore, who is responsible for the cost of replacing oil on each unit if there is an issue?	Appendix D - Preventive Maintenance Specifications for Hydraulic Elevators and Appendix G - Preventive Maintenance Specifications for Miscellaneous Lift Equipment have been revised to remove this requirement.
22	Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators		The contract states it will cover the entire piston assembly. An exposed piston is still an unmaintainable part. May please clarify on the responsibility of vendors regarding the exposed piston portion of a hydraulic jack on the Full-Service Warranty Coverage?	Appendix D - Preventive Maintenance Specifications for Hydraulic Elevators and Appendix G - Preventive Maintenance Specifications for Miscellaneous Lift Equipment have been revised to state "The entire piston assembly excluding underground and buried hydraulic cylinder and piping."