

State University of New York
Group of Twenty-Seven Campuses
Invitation For Bids (IFB) G27-020112
Elevator/Escalator Preventative Maintenance, Inspection and Testing
Proposal Due Date/Time: 21 Sep 2012 at 1:00 PM

Questions and Answers - Final
dated 10 Sep 2012

1. *Question. Part II. Detailed Specifications. Paragraph AA.2: Can you define “small” parts as to what should be on hand. There is a contractor risk of liquidated damages and the Campus representative makes the final determination.*

Answer. The contractor shall develop a list and have on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repairs of an elevator or escalator. If there are extenuating circumstances in obtaining spare parts, and the contractor has made a reasonable effort to provide, extenuating circumstances shall be documented by at least two vendors for unavailability of parts. See Addendum No. 1, item number 6. (<http://www.purchase.edu/purchasemeansbusiness>)

2. *Question. Are contractors responsible for maintaining underground hydraulic piping.*

Answer. No

3. *Question. Part II. Detailed Specifications. Paragraph AA.4: Some Campuses may have numerous discrepancies after a QEI inspection and there is risk for contractors under this paragraph with substantial liquidated damages if discrepancies are not corrected. Can a contractor get more than 30 days to correct discrepancies?*

Answer. Yes.

4. *Question. Part II. Detailed Specifications. Paragraph D.3.c: Is the Pressure Vessel test for Hydraulic Elevators are required (1) time per year as opposed to every three years*

Answer. Yes. Pressure Vessel test for Hydraulic Elevators are required one (1) time per year. See Addendum No. 1, item number 7. (<http://www.purchase.edu/purchasemeansbusiness>)

5. *Question. Can we get Campus Sheets?*

Answer. Yes. The Campus Sheets were included as tabs in the IFB.
See Spreadsheet: Elevator Maintenance IFB G27-020112 Spreadsheet-Revised 08-20-2012 at <http://www.purchase.edu/purchasemeansbusiness>

6. *Question. Does the Elevator Company support both the Annual and Semi-Annual QEI inspections?*

Answer. No. The Elevator Company is required to support the Annual QEI inspections as listed in Part II. Detailed Specifications. Paragraph D.2. If requested and the contractor supports the Semi-annual QEI inspection, the contractor will be reimbursed at the proper rate (business hours or off-hours) with mark-up. Semi-annual QEI inspections are not mandated in the IFB.

7. *Question. Is it possible to bid only the NYC campuses?*

Answer. No. For your bid to be considered you MUST bid on all the campuses in the LOT.

8. *Question. Will SUNY allow the elevator companies to sub contract out SUNY Buffalo and Fredonia locations?*

Answer. Yes, the successful bidder may subcontract, subject to the provisions of Part II of the IFB, Paragraph AF, which requires the prime contractor to provide supervision and expertise to any subcontractor.

The successful bidder will be responsible for its subcontractors as set forth in the terms of the IFB, including prevailing wage rates (Paragraph S), indemnification and liability (Paragraph X) and all other IFB provisions relating to successful bidder's use of subcontractors. The State University of New York will not permit reassignment of a contract to a subcontractor.

9. *Question. Could you please clarify how overtime works. Page 16, Item E. Hours of Service, 3rd paragraph indicates that the college will pay the overtime premium for After hour work inspections/testing or preventative maintenance. Does this include repairs requested during overtime, or are overtime repairs supposed to be included at no extra cost? The SUNY Upstate Medical bid form indicates that they will only pay the premium for overtime requests on the dumbwaiters and wheelchair lifts.*

Answer. Campuses will pay for overtime repairs. However, if the Campus requests inspections/testing or preventative maintenance be scheduled during other than normal working hours, then the contractor shall be responsible for the basic hourly rate and the Campus will pay the actual amount of the premium portion.

SUNY Upstate Medical bid form. There will be no additional charge for call back service except for dumbwaiters and wheelchair lifts.

10. *Question. Standby rate – Page 16, Item F – is this rate for standby during regular working hours? If standby is requested during off hours, week-ends or holidays, will the college pay the additional overtime premium on top of the standby rate (as indicated in item E).*

Answer. Yes. Yes.

11. *Question. Since the question period ends on 8/15/12, what happens if questions arise during the walk-thru's? Will we be able to submit additional questions?*

Answer. Yes. Yes.

12. *Question. On page 16 of 33, item E, please clarify the calculation of the billing rate for overtime services.*

Answer. Upon receipt of properly documented invoices, contractor will be reimbursed for all overtime required to perform the requested work. See Answer to *Question 9*.

13. *Question. On page 14 of 33, if we are already a current SUNY Vendor, do we still need to provide the forms identified in Part II / Section A / Item 6?*

Answer. Yes.

14. *Question. On page 20 of 33, item (P), please clarify whether the costs associated with the purchase of schematics from the manufacturer are the responsibility of the successful bidder or reimbursed by the respective G27 campus.*

Answer. Each participating G27 campus will reimburse the successful bidder for the cost of the schematic, including shipping, where applicable.

15. *Question. On page 24 of 33, item 2, please provide a better definition of "small" parts.*

Answer. See Addendum No. 4. <http://www.purchase.edu/purchasemeansbusiness>

16. *Question. On page 24 of 33, item 4, please provide relief on 30-day deadline for completion of deficiencies at campuses where QEI Inspections have not been performed.*

Answer. Based on item 4, page 24 of 33, no liquidated damages will be assessed by a campus that has not had its elevators QEI-inspected in more than twelve (12) months.

17. *Question. Is State Tax Form ST-220-CA required to be submitted with our bid package?*

Answer. No. Only the successful contractor(s) will be required to submit form ST-220-CA.

18. *Question. Campus-Specific: SUNY Upstate Medical University - please clarify that resident mechanic relates to main campus only.*

Answer. Yes.

19. *Question. Will the Bid Date be extended to September 13th instead of September 6th for all Campuses?*

Answer. Yes. See Addendum No. 1. (<http://www.purchase.edu/purchasemeansbusiness>)
**Please note that Addendum No. 3 extends the Bid Proposal Due Date to 21 September 2012.

20. *Question. Will the required hours (3 days a week) for the Oswego and Cortland campuses be confirmed and indicated in an addendum?*

Answer. Yes. See Addendum No. 1. (<http://www.purchase.edu/purchasemeansbusiness>)

Also see Spreadsheet: Elevator Maintenance IFB G27-020112 Spreadsheet-Revised 08-20-2012 (<http://www.purchase.edu/purchasemeansbusiness>)

21. *Question.* Are there any other campuses with required hours like the Oswego and Cortland campuses that is not reflected in the pricing spreadsheet?

Answer. Please see Spreadsheet: Elevator Maintenance IFB G27-020112 Spreadsheet-Revised 08-20-2012. (<http://www.purchase.edu/purchasemeansbusiness>)
All changes are incorporated into the spreadsheet.

SUNY Downstate Medical Center (Long Island College Hospital)	One (1) full time resident mechanic (40 hrs/wk)
Stony Brook University Hospital	One (1) full time resident mechanic (40 hrs/wk)
SUNY Cortland	One (1) resident mechanic (3 days/wk, 8 hrs/day, 24 hrs/wk)
SUNY Oswego	One (1) resident mechanic (3 days/wk, 8 hrs/day, 24 hrs/wk)
SUNY Upstate Medical University	One (1) full time resident mechanic (40 hrs/wk)
University at Buffalo	Two (2) resident mechanics (40 hrs/wk EACH)

22. *Question.* Testing Question (Part II Section D pg 15 - 16) Will the bidders be provided a copy of outstanding Category 1 & 5 deficiency reports (ELV-3 Report) for those campuses in New York City area?

Answer. Yes, if available.

23. *Question.* Testing Question (Part II Section D pg 15 - 16) Will Subcontractors be authorized to perform testing procedures under the contract?

Answer. Yes, with approval of the campus, during normal working hours.

24. *Question.* Testing Question (Part II Section D pg 15 - 16) Please clarify that the Pressure Vessel test for hydraulic elevators is every year not every three (3) years? (pg 16)

Answer. Yes. See Addendum No. 1. (<http://www.purchase.edu/purchasemeansbusiness>)

25. *Question. Testing Question (Part II Section D pg 15 - 16) At the meeting, SUNY stated that the Fire Service Tests will be performed at an additional fee but the scope (pg 16) states that it is included. Please clarify.*

Answer. Fire Service Test Section D Scope of Services #5. The fire service is the activation of Phase I and Phase II Key Switch Control Operation. This is performed at no additional fee.

SUNY Upstate Medical Bid Form. Upstate Medical University shall require the contractor to be present during the activation of all the fire protection devices as related to the Phase I Emergency Operation. This service will be billed at the standby hourly rate.

26. *Question. Testing Question (Part II Section D pg 15 - 16) Please verify that Otis Elevator will not be responsible for past violations and testing violations and that we will be able to provide pricing to correct current test deficiencies if the existing maintenance provider will not make the necessary deficiency corrections.*

Answer. Successful bidder will not be liable for past violations and past testing violations.

27. *Question. Repair and Replacement Parts (Part II Section N pg 18) We would like to request the identification of all critical, priority, and essential units and the clarification of Liquidated Damages for those units.*

Answer. Please review the spreadsheet worksheet, tab labeled 'Key'. All essential/critical/priority elevators are hi-lighted in yellow on the individual campus sheets.

28. *Question. Repair and Replacement Parts (Part II Section N pg 18) Can you provide a spare parts request list?*

Answer. This shall be developed within 60 days after award of contract.

29. *Question. Reporting Requirements & Records (Part II Section O pg 19 – 20) Otis utilizes its Otis Maintenance Management System (OMMS) as periodic preventive maintenance for the Maintenance Control Plan requirement. It meets the ASM A17.1 code. Is there any prohibition to this process?*

Answer. No.

30. *Question. Reporting Requirements & Records (Part II Section O pg 19 – 20) Otis uses eService to provide around-the clock access to critical elevator performance and service data which can be customized to meet your information needs. Can our online system be used instead of posting the records in the machine room?*

Answer. No, unless an up-to-date printout is maintained in the machine room.

31. *Question. Liquidated Damages (Part II Section AA pg 23) Can the following language be added “Under no circumstances shall either party be liable for special, indirect, liquidated or consequential damages of any kind including, but not limited to, loss of goodwill, loss of business additional financing costs or loss of use of any equipment or property.”*

Answer. No.

32. *Question. Subcontracting Routine Maintenance (Part II Section AF pg 26) Will Subcontractors be authorized to perform testing procedures under the contract?*

Answer: Yes.

33. *Question. General Terms & Conditions Legal. Can the Indemnification clause be clarified using the following legal language below?*

Section 16 Indemnification - Notwithstanding any other provision to the contrary, we agree to indemnify you only for losses due to personal injury, or property damage to the extent caused by our negligent acts or omissions, or the negligent acts or omissions of our employees, agents and subcontractors during the performance of this contract, but not to the extent caused by others. Each party shall defend itself in the event of a lawsuit.

Answer. No.

34. *Question. General Terms & Conditions Legal. Can the Limited Liability Insurance be clarified using the following legal language below?*

Section 18 Liability Insurance - We are supplying the attached insurance certificate evidencing the insurance carried by us conditioned on the understanding that it represents full compliance with all insurance requirements applying to us on this project. Otis does not provide copies of its insurance

policies, certified or otherwise. Coverage will be on an occurrence basis and in accordance with the coverage limits outlined in the contract documents. Renewal certificates will be provided during the term of the contract. In lieu of naming parties as additional insured, such parties shall be named insured on an Owner's and Contractor's Protective (OCP) Liability policy with a limit of \$2,000,000. You shall maintain "All Risk" insurance upon the full value of our Work and material delivered to the job site, at no cost to Otis.

Answer. No.

35. *Question. General Terms & Conditions Legal . Can the Cancellation Without Cause be replaced with non performance language?*

Answer. No.

36. *Question. Part 1, Page 11, Section X, Paragraphs 18 & 19: In lieu of ThyssenKrupp Elevator naming the G27 campuses and the STATE UNIVERSITY OF NEW YORK as Additional Insured on ThyssenKrupp Elevator's liability insurance policies, ThyssenKrupp Elevator shall obtain a five million dollar (\$5,000,000) Owners/Contractor's Protective Liability Policy ("OCP") naming G27 campuses and the STATE UNIVERSITY OF NEW YORK as named insured.*

Answer. The successful bidder will be required to insure only those campuses participating in the lot(s) that the contractor is awarded.

37. *Question. Part II, Page15, Section C, Paragraph 3: Add to first sentence, "...no rate decrease shall exceed three percent (3%)".*

Answer. No.

38. *Question. Part II, Page15, Section D: Limit contractors responsibility to accompany third party inspection agency to once per calendar year which shall be during annual testing (pressure tests, no-load tests and/or full load tests).*

Answer. Contractor presence will be required at the annual inspection.

39. *Question. Part II, Page15, Section D: Include language to hold elevator contactor harmless, if applicable, for any previous fines imposed for violations or fines as a result of a campuses first inspection under the new agreement.*

Answer. See Answers to Questions No. 16 and 26.

40. *Question. Part II, Page15, Section D: Include language to hold elevator contactor harmless for any violations or repairs required as a result of a previous inspection or the first time inspection under the new agreement. Owner shall have the right to employ the previous contractor or the new contractor, at submitted time and material rates, to correct the previously listed violations or repairs.*

Answer. See Answers to Questions No. 16 and 26.

41. *Question. Part II, Page15, Section D: For campuses that have not been inspected by a 3rd party inspector within twelve months, Include language to hold elevator contactor harmless for any repairs required as the result of the inspection and allow the elevator contractor to charge submitted time and material rates for labor and material to correct/repair the listed violations.*

Answer. See Answers to Questions No. 16 and 26.

42. *Question. Part II, Page19, Section O, Paragraph 5: Insert language to protect new elevator subcontractor from missing diagrams at time of contract commencement. Contractor must submit a complete written list of missing wiring diagrams within ten (10) business days from the commencement date of the contract. Contractor will be required to procure the missing wiring diagrams at the submitted material rate(s).*

Answer. See Answer to Question 14.

43. *Question. Part II, Page 22, Section T, Paragraphs 14 & 15: Limit coverage to elevator components only and not to building systems or wiring/cabling to elevator components.*

Answer. Part II, Page 22, Section T, Paragraphs 14 & 15 will remain as is.

44. *Question. Part II, Page25, Section AE: Request entire paragraph be deleted since training of this type should be performed by a qualified elevator consultant or QEI Inspector.*

Answer. Part II, Page25, Section AE will remain as is.

45. *Question. Specific to SUNY Upstate Medical's elevators 1-8.
Please supply the following information : Install date, manufacturer, control model.
Are the prints on site ?*

Answer. Installed 1999, manufacturer is O'Thompson, control model is Ultra 2000.
The prints are on site.

46. *Question. Part II, Page 15, Paragraph E (Hours of Service): Please clarify whether the campus, on service calls after normal business hours on work covered under the scope of services, will pay the premium portion of the billing rate or whether service calls after normal business hours are included in the monthly maintenance pricing and not billable unless caused by vandalism, acts of God, etc.*

Answer. All service work will be conducted during normal working hours. All service work cost is included in the monthly maintenance bid price.

Confirmation of Receipt for Questions and Answers – Final

Each vendor must acknowledge receipt of Questions and Answers – Final, dated 09/10/2012, by email confirmation (name, title, company name) to L@purchase.edu (Nikolaus D. Lentner) with subject line “Acknowledgment of Receipt for Questions and Answers – Final”.