

24-019 Elevator Maintenance: Questions and Answers:

Question 1:

What will be the ne Effective Date of this contract, due to the submittal date change? Original date was to be November 1, 2025.

Answer 1:

Effective date of this Contract is immediately upon final execution of contract documents with a target date of on or before January 15.

Question 2:

Section 5 – Termination

Will SUNY remove the termination for convenience (Item C) clause, and replace it with termination for cause?

Answer 2:

No, termination for convenience is a required term as part of the NYS SUNY system.

However, once a service level agreement is entered into by SUNY Orange or another participant, that agreement is expected to run its committed term (1 year agreement for maintenance on a particular elevator, etc.)

Question 3:

Section 14.1.6 – Frequency of Tasks

This section needs to be defined further. There is no clear outline of what tasks are to be completed for each piece of vertical transportation equipment. How will this be addressed?

Answer 3:

The intent is for vendors to provide task lists aligned with their OEM-recommended PM standards; participating agencies may refine frequency based on site conditions. Vendor submissions will form the basis for Appendix A tasking

Question 4:

Section 14.1.7 Documentation and Reporting

Documentation of PM visits and related information requested will not be provided in a 24-hour time period. Further clarification as to this type of reporting is required and how it is to be presented. Can it be completed electronically?

Answer 4:

This should be a standard report for PM maintenance that the Participating Entity and contracted service provider can determine. If suppliers want to propose an alternate timeline and means of submission, please include this in your response.

Question 5:

Will agency accept less than 7 years of documentation?

Answer 5:

Most governments need to maintain their records for a minimum of 7 years and/or the life of the elevator or escalator. While 7 years is the standard, we are willing to consider alternates proposed by vendors, but the participating agencies must know in advance so they can maintain records in a compliant way.

Question 6:

Section 14.7.3 Training Requirements

Is Agency open to review discuss this in further detail? Some of these items would not apply and need to be addressed on an individual basis.

Answer 6:

Please identify these limitations and risks in your response. The intent is to guarantee skilled service provided to all participating agencies, so please provide this information in this context.

Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the Master Agreement Acceptance Form provided in Section J of this solicitation. Any proposed changes are subject to Lead Agency review and written approval.

Question 7:

Section 14.7.4 Background Checks and Security Clearance

- Contractor will comply with IUEC guidelines. Is this acceptable?
- Same applies to Item C – Fingerprint & Criminal Background checks.

Answer 7:

For purposes of this solicitation response, please provide the IUEC guidelines that you will be compliant with. SUNY Orange anticipates that this will make the submission

compliant. However, individual governments still reserve the right to request the background checks prescribed by their own policy or statute. The winning supplier will reserve the right to comply with those specific background checks or refuse the specific work at an individual organization.

Question 8:

Section 14.8.6 Enforcement and Penalties

There must be a clear definition of penalties to be assigned in this section. It cannot be open ended. Please clarify.

Answer 8:

This section is open-ended as each Participating Entity can determine and negotiate a clear definition of applicable penalties with the awarded Supplier in their respective Appendix A at the time of Contract.

Question 9:

Section 14.9.5 & 6 – Record Retention

- Will agency accept less than 7 years on record keeping after termination of contract?
- Will agency accept receiving records within 15 days of request in lieu of 5 days?

Answer 9:

Yes and yes. Participating agencies may specify alternate retention timelines in Appendix A.

Question 10:

Section 14.11.2 Service Level Agreements (SLAs)

Is Agency open to review each of these requirements to be more in line with Industry standards?

Answer 10:

Vendor may need to inform us of geographic or other service standards in their submission response for consideration.

Question 11:

Uptime Guarantee – will agency accept 98.5% uptime? Also, uptime will be based upon current condition of the equipment. If equipment does not meet current standards then no penalties and our uptime guarantees will apply to this equipment. Please confirm acceptance.

Answer 11:

Yes, 98.5% uptime may be accepted in the best interest of the resulting Contract.

Question 12:

Proposal Content

- Item B states each proposal must be organized and tabbed with labels with the headings listed below. No such headings were provided. Please identify and list accordingly.
- Scope of work does not clearly identify items to be EXCLUDED (all VT equipment needs to be outlined).

Answer 12:

The intent is full-coverage elevator, escalator, and lift maintenance unless an agency approves exclusions in Appendix A. Please identify any items you believe need to be excluded. The lead agency will review those items and reserves the right to accept or reject those exclusions.

Question 13:

There is no language and or provisions for Obsolescence. Can Agency provide or will this be provided by Contractor?

Answer 13:

Obsolescence plans, provided by the selected Vendor, should identify parts no longer manufactured, expected lead times, and proposed mitigation options.

Question 14:

Would agency be open to include Technical Survey language into the agreement? This will outline possible deficiencies and pre-maintenance repairs that could be required prior to accepting on full maintenance.

Answer 14:

If supplier is proposing a technical survey, please include it in your response. Since this is operational it would become part of the contract on award if accepted.

Question 15:

There is no Scope of Work to include units that would be covered under an Exam & Lubrication program. Will Agency accept this type of language?

Answer 15:

If supplier is proposing an exam and lubrication program, please detail the service and provide pricing in your response. Since this is operational it would become part of the contract on award if accepted.

Question 16:

It is understood that this agreement will be utilized as a “Piggyback” agreement with many terms not directly applicable to services to be provided to SUNY Orange. Can SUNY Orange explain it’s relationship with the Federal government as it relates to this contract and any specific requirements for their agreement as it relates to the Federal government?

Answer 16:

The Solicitation and resulting contract will apply to state, local and education level governments. This is not designed to provide services to a federal agency or federal level entity. However, the contract does contain the required federal contract requirements and sections for signature. This is because if a local government is using federal funds to maintain their equipment, they will need to be able to show compliance with these terms to submit for reimbursement or other compliance.

Question 17:

Can the following be adjusted in the contract documents: this could impact our ability to participate in this opportunity.

Answer 17:

As outlined on Page 11 of attached PDF: **Yes.**

~~and an occurrence limit of Two Million Dollars (\$2,000,000.00).~~

~~The Successful Offeror will email to the Comptroller by email, true and correct copies of its insurance policies required above, and~~ certificates of such insurance to purchasing@sunyorange.edu.

Outlined on page 106 of attached PDF: **Yes.**

7. INSURANCE. During the Term and for two (2) years following expiration or termination of this Master Agreement, Supplier at its own expense shall maintain, and shall require its agents, subcontractors, and suppliers engaged in Supplier's performance of its duties hereunder to maintain, general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to ~~any~~ claims, liabilities, damages, costs, and expenses arising out of its performance under this Master Agreement and with respect to, or arising out of, Supplier's provision of Products & Services to Program Participants. Lead Agency, CoreTrust, and their respective officers, directors, employees, and agents shall be ~~named~~ as certificate holders on Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring written notice to Lead Agency and CoreTrust at least thirty (30) days prior to the cancellation, non-renewal, and/or material modification of any such policies. Supplier shall submit to CoreTrust within ten (10) calendar days after the Effective Date, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Supplier shall provide such valid certificates on an annual basis until the terms of this Section are no longer applicable.

Question 18:

Can the following be revised in this section?

The Successful Offeror agrees that all final product materials generated specifically and exclusively by the Successful Offeror or for THE COLLEGE in the performance of the services set forth herein shall be deemed work for hire and shall become THE COLLEGE's exclusive property (THE "COLLEGE IP").

Thus, prior to expiration of any agreement entered into with THE COLLEGE to perform the services set forth herein, the Successful Offeror will turn over all COLLEGE IP materials to THE COLLEGE.

Data Ownership

Notwithstanding anything to the contrary, the Successful Offeror may collect operational data from and/or in relation to THE COLLEGE's equipment, as well as perform remote diagnostics and predictive analytics on or in relation to THE COLLEGE's equipment. Any such operational data, diagnostics, insights, and analytics collected and/or generated by the Successful Offeror shall be and shall remain the exclusive property of the Successful Offeror, and is not considered Confidential Information of THE COLLEGE.

Answer 18:

Respondents may propose changes to the Master Agreement by communicating any exceptions or deviations in the Master Agreement Acceptance Form provided in Section J of this solicitation. Any proposed changes are subject to Lead Agency review and written approval.

The Successful Vendor shall maintain ownership of any proprietary algorithms; however, any information generated falls under "final product materials" as described in **Section 15. Ownership of Materials** and is hereby property of the College or individual participating

Agency. If the respondent has specific examples of categories of data, please include in your solicitation response so it may be included in contract clarification process.

Question 19:

In regard to section 14.7.4 Background Checks and Security Clearance, 13.7.6 Documentation and Records - can these sections be subject to our labor agreement with the International Union of Elevator Contractors (IUEC)?

Answer 19:

For purposes of this solicitation response please provide the IUEC guidelines that you will be compliant with. SUNY Orange anticipates that this will make the submission compliant. However individual governments still reserve the right to request the background checks prescribed by their own policy or statute. The winning supplier will reserve the right to comply with those specific background checks or refuse the specific work at an individual organization.

Question 20:

Section 14.1.6 Frequency of Tasks

indicates that daily/weekly visits should occur- is this accurate? Industry standards are visits at a no less than monthly cadence.

Answer 20:

All services listed under “Daily/ Weekly” (Visual inspections, ride quality checks, emergency communication tests, pit and cab cleanliness, lubrication of high-wear components) may be done at a no less than monthly schedule.

Question 21:

Section 14.2.1 Scope of Corrective Repairs

Does not outline the definition of obsolete components. Can the vendors receive feedback on how these repairs will be defined and addressed?

Answer 21:

Obsolete would typically be components that can no longer be replaced because they are no longer manufactured, or unable to be purchased from a third-party vendor.

Question 22:

Industry agreements exclude replacement of below ground or unexposed hydraulic cylinders and plungers, buried or unexposed piping can this be integrated into the defined scope?

Answer 22:

Yes.

Question 23:

14.5.2 Annual Inspections and Tests

Contractor should only be responsible correcting deficiencies related to their scope of work at no cost- can this language be revised to reflect this request?

Answer 23:

Yes — contractors are only responsible at no cost for deficiencies resulting from their maintenance obligations. Sections cited, below, sets the expectation that you must define what is covered in regular maintenance, which then sets the expectations of what can be charged during break/fix, we are reiterating that the winning supplier will be required to fix issues in their scope or as a direct result of their failure to maintain. Other items would be a for cost repair under break/fix.

The solicitation requirements outline what the awarded Contractor would be obligated to correct without passing cost to the Participating Entities vs. what the awarded Contractor would be able to charge to the Participating Entities (e.g. break/fix).

14.1 Preventative Maintenance Services states:

Preventive maintenance is a fundamental obligation of the Contractor and shall be performed in a manner that ensures maximum safety, reliability, and efficiency of all covered equipment. The Contractor shall design, implement, and maintain a comprehensive preventive maintenance program tailored to each type of equipment covered under this agreement, including but not limited to traction elevators, hydraulic elevators, escalators, moving walks, wheelchair lifts, and specialty lifting devices. The purpose of the program is to extend the useful life of equipment, reduce unplanned downtime, comply with all applicable codes and standards, and provide participating agencies with uninterrupted, safe service.

The Contractor shall ensure that all preventive maintenance is performed in strict accordance with the original equipment manufacturers (OEM) recommendations, industry best practices, and all applicable federal, state, and local regulations. Preventive maintenance tasks shall not be deferred, skipped, or substituted without the express written

approval of the participating agency. Documentation of all activities must be complete, accurate, and available to the agency within twenty-four (24) hours of service completion.

14.2. Corrective and Break/Fix Repairs states:

Corrective maintenance services shall be performed whenever covered equipment fails, malfunctions, or operates outside acceptable parameters. The Contractor shall furnish all labor, parts, tools, diagnostic equipment, and expertise necessary to restore each unit to full OEM performance standards. Corrective maintenance shall be carried out promptly, thoroughly, and with minimal disruption to building operations.

The Contractor shall not delay corrective repairs for reasons of convenience, scheduling, or part availability where downtime creates a safety risk or substantial disruption to agency operations. Where extended downtime is unavoidable, the Contractor shall provide written justification, estimated completion timelines, and interim mitigation measures.

14.2.1 Scope of Corrective Repairs states:

Corrective repair work shall include, but not be limited to:

- Replacement or refurbishment of motors, gearboxes, couplings, and bearings.*
- Repair or replacement of electrical and electronic components such as controllers, relays, fuses, printed circuit boards, and drive systems.*
- Renewal of hoist ropes, chains, and sheaves, including re-grooving or replacement of worn sheave assemblies.*
- Replacement of hydraulic components including pistons, cylinders, packings, and valve assemblies.*
- Repair or replacement of door operators, rollers, closers, restrictors, and sensors.*
- Restoration of cab interior components, lighting, communication devices, and ADA compliant features.*
- Replacement of escalator steps, combplates, handrail systems, and drive chains where wear or failure is identified.*

Corrective work shall extend beyond simple “break/fix” activity. The Contractor shall be responsible for diagnosing the underlying cause of the failure and implementing corrective measures that prevent recurrence.

14.5.2 Annual Inspections and Tests states:

At least once every twelve (12) months, the Contractor shall perform a Category 1 test on every elevator and lift, as required by ASME A17.1. This test shall include, but not be limited to:

- *Testing of car safeties, governors, buffers, and other safety devices.*
- *Brake tests, including measurement of stopping distance and holding torque.*
- *Verification of fire service recall and emergency power transfer systems.*
- *Functional testing of alarm systems, emergency lighting, and two-way communication.*
- *Verification of leveling accuracy and ride performance.*

The Contractor shall coordinate the presence of the AHJ and provide complete documentation of test results, including certificates of compliance. Any deficiencies shall be corrected immediately and retested at no cost to the agency.