



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** November 3, 2021

**Subject:** SERVICE FOR YORK CHILLERS

**Bid No.:** 218070-002

**Effective Dates:** Extended through December 31, 2023

**Vendor #:** 103096

**Vendor:** Trane US  
45 Earhart Drive, Suite 103  
Buffalo, NY 14221

**Contact:** Ronald Swanson

**Telephone:** 718-626-1260

**Pricing:** per attached document



COUNTY OF ERIE  
MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE  
VALLIE M. FERRARACCIO  
DIRECTOR

October 14, 2021

Gerster Trane/Gerster Sales & Service  
45 Earhart Drive, Suite 103  
Buffalo, NY 14221  
Attn: Ronald E. Swanson

Re: Bid #218070-002 - "Service for York Chillers"

Dear Mr. Swanson:

The County of Erie wishes to extend this agreement for an additional contract period, through December 31, 2023, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

Yes, I agree to extend \_\_\_\_\_ No, I do not wish to extend

Company Name: Trane

Representative (Please print): Ronald Swanson Title: Account Manager

Signature: [Signature] Date: 10/21/2021

Sincerely,

James D. Kucewicz  
Buyer

Vallie M. Ferraraccio  
Director of Purchase

10/28/2021  
DATE



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 28<sup>th</sup> DAY OF DECEMBER, 2017

by and between GERSTER TRANE / GERSTER SALES & SERVICE

of 45 EARHART DRIVE, SUITE 103, BUFFALO, NY 14221

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County;

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on DECEMBER 28, 2017 at 11:00AM

for: SERVICE FOR YORK CHILLERS

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$12,800.00, was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 218070-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices

\_\_\_\_\_ Upon delivery, completion and approval of the  
work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: GERSTER TRANE /  
GERSTER SALES & SERVICE

by \_\_\_\_\_  
Director of Purchase

by Ronald E. Loran

Date \_\_\_\_\_

Title Executive Vice President

Date 12/30/17

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**  
**INVITATION TO BID**

DEC 18 2017

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
 Division of Purchase  
 Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336  
 95 Franklin Street, Room 1254  
 Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: 218070-002

OPENING DATE: DECEMBER 28, 2017 TIME: 11:00 AM

FOR: SERVICE FOR YORK CHILLERS

GERSTER SALES & SERVICE  
 45 EARHART DR. SUITE 103  
 BUFFALO NY 14221

NAME OF BIDDER: \_\_\_\_\_

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- EXHIBIT "A" - Assignment of Public Contracts
- EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- EXHIBIT "C" - Construction/Reconstruction Contracts
- EXHIBIT "D" - Bid Bond (Formal Bid)
- EXHIBIT "E" - Bid Bond (Informal Bid)
- EXHIBIT "EP" - Equal Pay Certification
- EXHIBIT "F" - Standard Agreement
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "H" - MBE/ WBE Commitment
- EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "PW" - NYS Prevailing Wage
- EXHIBIT "Q" - Confined Space Program Certification

**County of Erie**  
 DIVISION OF PURCHASE  
NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**NOTICE**

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this 37<sup>th</sup> day of December, 20 17

TERMS Net 30 DELIVERY DATE AT DESTINATION upon bid award

FIRM NAME Gersten Trane / (best) Sales and Service

ADDRESS 45 Earhart Dr., Ste 103

Buffalo, New York ZIP 14321

AUTHORIZED SIGNATURE Ronald E. Swanson

TYPED NAME OF AUTHORIZED SIGNATURE Ronald E. Swanson

TITLE Exec. Vice President TELEPHONE NO. 716-636-7522

(Rev. 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

County of Erie  
 DIVISION OF PURCHASE  
 BID SPECIFICATIONS

BID NO. 218070-002

Ship to: County of Erie  
 Attention: Sewer District  
 Address:

Ship Via: Most Economical  
 Date Required at Destination: As Required

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please furnish pricing to furnish all labor, material and equipment to	
			provide inspection and complete maintenance for York Chillers per	
			the attached specifications.	
			Term of the contract will be January 1, 2018 – December 31, 2019.	12,500.
			Please provide pricing in "Article VI – Payment Provisions".	
			For questions in regard to the specifications of this bid,	
			please contact Earl Zeeb at (716) 858-4991.	

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
 Freedom of Information Officer  
 95 Franklin Street, Rm. 1254  
 Buffalo, NY 14202  
 FAX #: 716/858-6465

NAME OF BIDDER

*Geister Trane / Geister Sales and Service*

(Rev. 9/95)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

## **SERVICE CONTRACT SPECIFICATIONS**

York Centrifugal Chillers - Annual Inspection and seasonal startup:  
County Court Facility  
100 Niagara Plaza  
Buffalo, NY 14202

Department of Public Works  
Buildings and Grounds Division - Rm. 1459  
Franklin St.  
Buffalo, NY 14202

Contract is for the period covering  
from Jan. 1, 2018 - Dec. 31, 2019.

### **ARTICLE I - GENERAL**

- 1001 - The services to be performed under contract as per these specifications shall consist of furnishing all materials, labor, tools, and equipment necessary to provide inspection and complete maintenance of the equipment herein described. Service shall include: seasonal start-up, mid-season inspection, and annual shut-down and PM to include systematic inspections, preventive maintenance to test, inspect, clean, calibrate all associated equipment. The following services are requested for (2) York open centrifugal chillers: CH1 - Model YT63A4C3-CKJ Ser. #GKJM090698 & CH2 - Ser. #GKJM150735.

### **ARTICLE II - COMPETENCY OF BIDDER**

- 2001 - The bidder shall have had a qualified service organization in active operation for a minimum of five years. The bidder shall have an established, certified fire and smoke alarm service agency, capable of performing all work described herein. No portion of this contract shall be subcontracted to others. The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary personnel, and organization, and that he possesses facilities located within the County of Erie, to properly fulfill all the services and conditions required under these specifications. Consideration will not be given to bids submitted by an individual, firm, or corporation who has established on former projects, either governmental or commercial, an unsatisfactory record of performance in connection with inspection or repair of the type of systems specified herein.
- 2002 - Each bidder shall submit, as requested by the owner: the number of the qualified service technicians to provide (24) twenty-four hour service, certification of all technicians to verify qualifications as certified by a major equipment manufacturer and/or as certified under the laws administered by the New York State Dept. of Labor, the (24) twenty-four hour emergency service phone number, and a list of customers who the contractor has successfully contracted with for services.
- 2003 - The bidder shall be responsible for making an initial inspection of the equipment and facilities to be serviced, to adequately familiarize themselves with the building. Bidder shall have adequate knowledge of the systems being quoted to provide uninterrupted operation of all equipment. Any omissions or deletions by the bidder shall not be cause for increases or changes at a later date.
- 2004 - The bidder shall provide adequate workman's compensation and liability insurance coverage acceptable to the Erie County Purchasing Department.

### **ARTICLE III - FAILURE to COMPLY**

- 3001 The County of Erie reserves the right to make inspections and tests at any time when deemed advisable, to ascertain that the requirements of these specifications are being fulfilled. Should it be found that the standards herein specified are not being satisfactorily maintained, the County of Erie may immediately demand that the contractor place the systems in condition to meet these requirements. If the contractor fails to comply with such demands, within a reasonable time, the County of Erie may by written notice to the contractor terminate his right to proceed further with the work. In such event, the County of Erie may take over the work and prosecute it to completion by contract or otherwise, and the contractor or their sureties (if any) shall be liable to the County of Erie for any excess cost occasioned.
- The County of Erie reserves the right to terminate (60 day written notice) at any time, for any reason, or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.



## ARTICLE IV - SCOPE OF WORK

- 4001 *Cooling Season Start-Up Preparation and Inspection:* Vendor is to provide annual seasonal start-up as per manufacturer's recommendations.
1. Pressurize refrigerant side and leak check.
  2. Acid test refrigerant oil and check for proper level – adjust as needed. Check operation of oil pump, check oil sump and purge oil heaters for proper temperature.
  3. Check and test all safety controls.
  4. Check compressor motor starter operation, and check condition of starter contacts.
  5. Check operation of chilled water pump, record current draw and operating pressures, check coupler and alignment. Check chilled water pump motor starter operation and condition of contacts.
  6. Check operation of condenser water pump, record current draw and operating pressures, check coupler and alignment. Check condenser water pump motor starter operation and condition of contacts.
  7. Check cooling tower fan motor, record current draw and observe condition of belts. Check cooling tower fan motor starter and condition of contacts.
  8. Start chiller and calibrate operating controls, vane operators and linkages.
  9. Check operation of purge unit and controls.
  10. Log chiller operating conditions after system is stabilized.
  11. Review operating procedures and logbook with owner.
  12. Check operation of auxiliary equipment.
- 4002 *Mid-Season Operational Check:*
1. Inspect chiller operation and check and adjust safety controls.
  2. Check purge operation.
  3. Check operational controls.
  4. Check oil and refrigerant levels.
  5. Check lubrication system operation, record oil pressures and temperatures.
  6. Check oil return system.
  7. Check operation of compressor motor starter, record current draw.
  8. Record all operational conditions, pressures, temperatures, and hour meter.
  9. Check logbook and review operation with owner.
  10. Conduct any routine maintenance as recommended by the manufacturer.
  11. Log and report any parts or repairs that are required.
- 4003 *Annual Fall Shut-down Inspection and Preventive Maintenance - to be done with prior arrangement with site Chief Engineer:*
1. Check the compressor-motor assembly and perform manufacturer's recommended preventive maintenance, record voltages, lubricate motor, check and adjust alignment of motor to compressor, check coupling, check seal, check inlet vane operator and linkage – lubricate as needed.
  2. Check the compressor oil system – take oil sample and filter to independent lab for analysis, change oil as determined by independent oil analysis, Check oil pump operation, clean dirt leg, check operation of oil heater and thermostat, check other oil system components including cooler, strainer, and solenoid valve.
  3. Check the compressor starter and run diagnostic check, check linkages, megger the motor windings, check all electrical terminal and tighten connections. Check magnetic starter contacts and replace as necessary as part of the contract.
  4. Review the control panel and run diagnostic check of Micro Control Panel, check safety shutdown operation, check panel electrical terminals and tighten connections. Check display accuracy and set points, supply and replace any defective indicator lights.
  5. Review the purge unit – check the operation of unit, change check valve, change filter dryer, clean orifice in the liquid feedline to the coil, clean solenoid valves, check and clean the float valve, check heater operation. Check all other components associated with the purge unit for proper condition and operation, and record pressure control setpoint. Supply and replace filter/dryers as applicable.
  6. Check the condenser bundle for the following after County personnel remove heads and clean tubes – check water flow rate through the bundle and adjust per specifications, check flow switch operation.
  7. Check the cooler bundle for the following – check the water flow rate through the bundle and adjust as needed, check the flow switch operation, check the refrigerant level.
  8. Check refrigerant system as follows – conduct a leak check and identify any leak sources for repair, supply and add refrigerant as needed (up to 10% of charge) as part of this contract, record condition of sight glasses, check refrigerant cycle to verify the proper balance, and check condenser water and chilled water heat transfer. Supply or replace filter/dryers.
  9. General items to be included in this contract – repair any damaged insulation removed for inspection and maintenance procedures, clean equipment and surrounding area upon completion of any work, consult with Chief Engineer on any operational problems or needs and report any deficiencies or repairs that are needed.

**ARTICLE V - FREQUENCY OF SERVICE:**

5001 - Work is to be completed annually in Spring, Summer and Fall, and as outlined in Article IV. Work is to be performed with prior appointment with facility chief engineer at a time agreeable to both the vendor and county and that will allow for proper calibration and operating conditions to be checked.

**ARTICLE VI - PAYMENT PROVISIONS:**

6001 - Payments for the above service is to be made in arrears of regularly scheduled service, upon receipt of invoice with supporting reports, signed work orders and/or job tickets indicating that the work has been completed. Payments for each regularly scheduled service visit are to be invoiced at 1/3 of the total annual contract price.

6002 - Yearly cost for services

For the period January 1, 2018 – December 31, 2018 6,400.00

For the period January 1, 2019 – December 31, 2019 6,400.00

Provide Labor rates for any work beyond the scope of contract as follows:

Regular Hourly rate 121.00

Overtime Rate 181.50

Holiday Rate \_\_\_\_\_

Travel Rate \_\_\_\_\_