



**COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM**

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: January 28, 2022

Subject: CHILLER MAINTENANCE – RATH BUILDING

Bid No.: 221323-002

Effective Dates: January 1, 2022 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

STANDARD AGREEMENT

This AGREEMENT, made as of the 22nd DAY OF DECEMBER, 2021

by and between TRANE U.S., INC.

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 9, 2021 at 11:00AM

for: CHILLER MAINTENANCE - RATH BUILDING

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \$80,179.00, 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. 221323-002, 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, TRANE U.S., INC.

by _____
Director of Purchase

Date _____

by Ronald E. Swanson

Title Ronald Swanson, Account Manager

Date 1/5/2022

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

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: 221323-002

OPENING DATE: DECEMBER 9, 2021 TIME: 11:00 AM

FOR: CHILLER MAINTENANCE - RATH BUILDING

NAME OF BIDDER: Trane U.S. Inc.

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:

- | | | |
|------------|---------------------------------------|---|
| <u>X</u> | EXHIBIT A | - Assignment of Public Contracts |
| <u>X</u> | EXHIBIT B | - Purchases by Other Local Governments or Special Districts |
| <u>---</u> | EXHIBIT C | - Construction/Reconstruction Contracts |
| <u>---</u> | EXHIBIT D | - Bid Bond (Formal Bid) |
| <u>N/A</u> | EXHIBIT E | - Bid Bond (Informal Bid) |
| <u>X</u> | EXHIBIT F | - Equal Pay Certification |
| <u>X</u> | EXHIBIT G | - Standard Agreement |
| <u>X</u> | EXHIBIT H | - Non-Collusive Bidding Certification |
| <u>X</u> | EXHIBIT I | - MBE/ WBE Commitment |
| <u>X</u> | EXHIBIT J | - Insurance CLASSIFICATION "A" |
| <u>---</u> | EXHIBIT P & EXHIBIT PBI | - Performance Bond |
| <u>---</u> | EXHIBIT Q | - Confined Space Program Certification |
| <u>X</u> | EXHIBIT PW | - NYS Prevailing Wage |
| <u>X</u> | EXHIBIT V | - Vendor Federal Compliance 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:

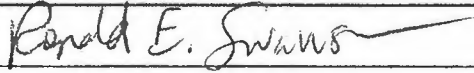
Affirmed under penalty of perjury this 9th day of December, 20 21

TERMS Net 30 DELIVERY DATE AT DESTINATION As Required

FIRM NAME Trane U.S., Inc.

ADDRESS 45 Earhart Drive, Suite 103

Buffalo, NY ZIP 14221

AUTHORIZED SIGNATURE 

TYPED NAME OF AUTHORIZED SIGNATURE Ronald E. Swanson

TITLE Account Manager TELEPHONE NO. 716-626-1260; 716-818-6290 cell

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 221323-002

Ship to: County of Erie
 Attention:
 Address:

Ship Via:
 Date Required at Destination:

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Please provide pricing for Maintenance of York Chillers at Rath Building,	
			95 Franklin Street, Buffalo, NY 14203 per the attached specifications.	
			Term of the contract will be January 1, 2022 – December 31, 2023.	
			Please provide pricing in Article V of bid specifications.	

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 Trane U.S., Inc.

**Erie County Department of Public Works
Division of Buildings and Ground
95 Franklin St.
Buffalo, N.Y. 14202**

Maintenance Specifications for Chillers at 95 Franklin St., Buffalo N.Y.

This will be a 2-year contract to cover the period January 1, 2022 – December 31, 2023.

ARTICLE I

1001 Erie County Rath Building requires a maintenance service contract for two York chillers. The program at this facility will include four yearly visits. **The contract on the centrifugal chillers shall be Total Comprehensive Maintenance including all trouble calls, control issues, parts, labor, travel and material. Service calls to have a two-hour response time.** Any refrigerant if required will be supplied by Erie County and contractor to install.

1002 The County 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 similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

ARTICLE II - QUALIFICATION OF BIDDERS

The contractor shall provide factory trained and certified service technicians and account engineers for all services regarding the equipment in question. The contractor will provide current documentation of training for service engineers. The contractor must show he has at least 8 service engineers living within Erie County, New York which are universally certified by the EPA for refrigerant handling. In addition, the contractor must be able to connect and program the control panels on these chillers. The contractor must be able to do field programming to optimize the operation of the chillers. Prior to an award of this contract, the contractor will be required to demonstrate this capability to the satisfaction of the County.

The contractor will site 5 examples of similar York equipment that are currently being maintained by their service organization as well as a contact at that facility. The contractor must demonstrate adequate understanding of all aspects of the equipment, as they are responsible for all interface programming to the building DDC system.

The contractor shall maintain a stock of all parts integral to proper operation of the chillers at all times in order to minimize downtime. water temperature sensors, oil charge, oil filter, pressure switches, and control boards are necessary. Please note that all replacement sensors on the centrifugal chillers must be bound into the electrical system in the same manner as the originals to maintain the integrity of the electrical system. All parts shall be OEM and refurbished parts will not be acceptable for any repairs.

ARTICLE III – SCOPE OF WORK

For all equipment under Total Maintenance Service the following work will be performed, in addition all trouble calls and control issues will be included.

SPRING

Prior to initial startup for the cooling season, the contractor will perform the following services on each chiller:

1. Inspect the entire structure for loose fasteners, missing guards, defective gasketing on control compartments, etc. Repair as required.
2. Furnish nitrogen, oil, oil filter, filter drier and gaskets as required.
3. Inspect all piping, coils valves, fittings, and compressors for refrigerant or oil Leaks.
4. Check condition of contacts.
5. Check and calibrate safety controls. Inspect all control components and wiring for proper operation and replace/recalibrate as required. Update software with new downloads as they become available from the manufacturer. All software upgrades are to be included in this contract . The contractor assumes all associated liabilities when updating software and making reports.
6. Meg compressor motor and oil pump motor.
7. Inspect oil level and bring to proper level. Clean oil strainer and / or replace oil Filter and gaskets where required.
8. Change oil when so indicated by oil analysis unless done on an annual schedule. Report any uncorrected deficiencies noted.
9. Check operation of crankcase heaters and tighten oil heater leads
10. Check operation of vane positioner and recalibrate as necessary.
11. Start up and check operation. Check starter operation, voltage and current.
12. Make operating log including refrigerant pressures, temperatures, superheat and Sub-cooling.
13. Erie County to clean condenser tubes as directed by contractor.

COOLING SEASON

Twice during the cooling season, the contractor will perform the following services on each chiller:

1. Inspect unit and verify proper operation. Observe and record all temperatures, pressures, diagnostic codes, etc. Investigate cause of any indications that are not logical or are out of range. Repair as required.
2. Check with building operating personnel as to operation or occurrence of problems with equipment and investigate and repair any abnormalities.

3. Check operation of vane positioner and recalibrate as necessary.
4. Check operation of crankcase heaters.
5. Inspect all piping, coils valves, fittings, and compressors for refrigerant or oil leaks.
6. Inspect all control components and wiring for proper operation and replace/recalibrate as required. Update software with new downloads as they become available from the manufacturer. All software upgrades are to be included in this contract. The contractor assumes all associated liabilities when updating software and making reports.
7. Inspect oil level and bring to proper level.
8. Draw oil sample from each compressor and transmit same to a third-party lab for analysis. Analysis shall at a minimum determine presence/levels of acids, moisture, and wear metals. Provide a written report from the Lab of same and fully explain present test results against historical test data. If recommended, replace oil and oil filter prior to spring startup.

FALL SHUTDOWN

At the conclusion of the cooling season, the contractor will perform the following services on each chiller:

1. Inspect all piping, coils valves, fittings, and compressors for refrigerant or oil leaks.
2. Inspect housings for paint chipping and corrosion. Repaint damaged areas with OEM paints.
3. Check motor windings with megohmmeter and record.
4. Inspect all control components and wiring for proper operation and replace/recalibrate as required. Update software with new downloads as they become available from the manufacturer. The work of all software upgrades is to be included in this contract . The contractor assumes all associated liabilities when updating software and making reports.
5. Customer to clean condenser tubes as directed by contractor.

EQUIPMENT

MODEL NO.	TYPE	CAPACITY	SERVICE REQUIRED
YKHCGDH7-CY-F	Centrifugal	900 Tons	Total Maintenance
YKKDKSH9-VGS	Centrifugal	900 Tons	Total Maintenance

ARTICLE V

Payment for the above services is to be made in quarterly installments in arrears, and upon receipt of Service Reports and Invoice. The yearly cost for the above services shall be:

For the Period

Jan. 1, 2022 – Dec. 31, 2022 \$ 39,400.-

Jan. 1, 2023 – Dec. 31, 2023 \$ 40,779.-

Any work required beyond the scope of the above specifications requires a quote submitted to County Representative for approval and charged at the rates listed.

Regular Hourly Rate \$ 162.-

Overtime Rate \$ 243.-

Holiday Rate \$ 324.-

Travel \$ 85/day

Emergency / Service calls are to be covered under the contract and shall have a two-hour response time.