

#### COUNTY OF ERIE DIVISION OF PURCHASE MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: September 17, 2025

Subject: MAINTENANCE OF YORK CHILLERS

**Bid No.:** 230322-002

Effective Dates: Extended through December 31, 2027

**Vendor #:** 109089

Vendor: Johnson Controls, Inc.

6850 Main Street

Williamsville, NY 14221

Contact: Todd Mancuso

**Telephone:** 585-730-0087

Pricing: per attached document



#### **DIVISION OF PURCHASE**

September 12, 2025

Johnson Controls, Inc. 6850 Main Street Williamsville, NY 14221 Attn: Todd Mancuso

Re: Bid 230322-002 "Maintenance of York Chillers"

Dear Mr. Mancuso,

The County of Erie wishes to extend this agreement for an additional term through December 31, 2027, 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 <u>within seven days upon receipt of this request.</u>

After approval and execution by the County, a fully signed copy will be returned to you for your files. X Yes, I agree to extend No, I do not wish to extend Please complete and submit the following if indicated by an (X) for any bid extension agreed upon: X Insurance Form X Workers Compensation Form Company Name: Johnson Controls, Inc. Representative (Please print): Jeanene Vishion Title: HVAC Service Manager Jeanene Vishion 9/15/2025 Signature: Date: Sincerely, James D. Kucewicz Vallie M. Ferraraccio Buyer/ Director of Purchase



#### **COUNTY OF ERIE**

# 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

DECEMBER 28, 2023 TIME: 11:00 AM

FOR: MAINTENANCE OF YORK CHILLERS

NAME OF BIDDER: Johnson Controls, Inc.

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

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:

X	EXHIBIT "A"	- Assignment of Public Contracts
X	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)
X	EXHIBIT "EP"	- Equal Pay Certification
	EXHIBIT "F"	- Standard Agreement
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "H"	<ul> <li>MBE/WBE Commitment (for bids ≥ \$15,000)</li> </ul>
X	EXHIBIT "IC"	- Insurance CLASSIFICATION "A"
	EXHIBIT "P" &	EXHIBIT "PBI" - Performance Bond
	EXHIBIT "Q"	- Confined Space Program Certification
X	EXHIBIT "PW"	- NYS Prevailing Wage
X	EXHIBIT "V"	- Vendor Federal Compliance Certification

(Rev. 7/95)

### 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.

# Affirmed under penalty of perjury this 28 day of December , 2023 TERMS Net 30 DELIVERY DATE AT DESTINATION 12/28/23 FIRM NAME Todd Mancus o ADDRESS 6850 Main St, Williams ville NY ZIP 14221 AUTHORIZED SIGNATURE DESTINATION 12/28/23 AUTHORIZED SIGNATURE Todd Mancus o TITLE HVAL Salvs Mg/1 TELEPHONE NO. 585-730-0087

(Rev. 4/1/93)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

# County of Erie DIVISION OF PURCHASE BID SPECIFICATIONS

BID NO. 230322-002

Ship to:

County of Erie

Attention: Address:

Ship Via: Date Required at Destination:

NO.	QUAN -TITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Vendor 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, 2024 – December 31, 2025.	
			Please provide pricing in "Article VI – Payment Provisions".	
			For questions in regard to the specifications of this bid,	
			please contact Dave Rodemeyer at (716) 858-6268.	

**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 Johnson Controls, Inc.

(Rev. 9/95)

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

#### **SPECIFICATIONS**

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

Contract is for the period covering January 1, 2024 - December 31, 2025.

#### 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.

#### ARTCLE II - COMPETENCY OF BIDDER

- 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 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 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.
- 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.
- 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 this 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 and replace filter/dryers.
- 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, 2024 – December 31, 2024 # 18, 757, 00

For the period January 1, 2025 – December 31, 2025 # 20, 070,00

Provide labor/material rates for any work beyond the scope of contract as follows:

Holiday Rate

Material: Cost + 25 %