



MONROE COUNTY BID PROPOSAL

Division of Purchasing
County Office Building, Room 200
39 West Main Street
Rochester, NY 14614
(585) 753-1100

BID PROJECT NUMBER: 1121-12

BID TITLE: DIESEL POWERED 3000KW
GENERATOR SET

BUYER: Greg Hart
PHONE: (585) 753-1135

BID TIME: 11:00 AM
BID DATE: December 17, 2012

BID SECURITY REQUIRED: No: X
Yes, in the amount of _____ as specified herein

ITEM AND/OR GROUP NO.	ESTIMATED ANNUAL QUANTITY	ARTICLES OR SERVICES	UNIT PRICE	EXTENSION
	One (1)	Diesel Powered 3000KW Generator (Per attached Specifications) Add Alternate: Five year Extended Warranty Guaranteed delivery _____ wks Two (2) copies of technical literature must be supplied with bid. <i>PLEASE SUBMIT TWO (2) COPIES OF BID PROPOSAL AT TIME OF BID OPENING.</i>		\$ _____ BASE BID \$ _____ ADD ALTERNATE \$ _____ GRAND TOTAL

I have received, read and agree to the terms and conditions as set forth in General Terms and Conditions, Monroe County, attached, and any special terms and conditions set forth in the General and Technical Specifications herein. I have read, understand and agree to all Instructions to Bidders (including the Non-Collusion Bidding Certification) on the reverse hereof. I hereby recognize and agree that upon execution of this document by an authorized officer of Monroe County, that this document, together with the Contractor's bid as accepted by Monroe County and all other documents prepared by or on behalf of Monroe County for this bid solicitation, shall become the binding contract between the parties for the services to be provided in accordance with the terms and conditions set forth herein.

FIRM NAME _____

SIGNED BY _____

ADDRESS _____

PRINTED NAME _____

TITLE _____

FEDERAL ID NO. _____

PHONE NO. _____

E-MAIL ADDRESS _____

FAX NO. _____

BID ACCEPTANCE AND CONTRACT AWARD

The above bid is accepted, except as noted, and the contract is awarded to you for the following item(s):

Authorization to furnish supplies/services will be made via Purchase Order, as appropriate, signed by the Monroe County Purchasing Manager, or designated agent. Contract period from _____ to _____.

Date: _____

BY: _____

Dawn C. Staub, Purchasing Manager, Monroe County

INSTRUCTIONS TO BIDDERS

- All public bids must be submitted to purchasing in sealed envelopes which clearly identify the bid project number and the title of the service/product being bid. Any other writing on the envelope, with the exception of Company logos, etc. may result in bids being misplaced and otherwise rejected.
- Unsigned bids may be rejected as informal.
- Questions regarding ambiguities or the propriety of these specifications should be addressed, in writing, to the Buyer, prior to the formal bid opening. Such questions will not be entertained after said bid opening.
- Where a Bid Security is indicated on the face of the proposal, the security must be attached to the Proposal as an earnest of good faith. In this case, any bid without a bid security may be rejected as informal.

The Purchasing Manager reserves the right to reject any and all bids, to waive any informality in the bids and to make awards in the best interest of Monroe County.

NON-COLLUSION 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 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 with any competitor.
2. Unless otherwise required by law, the prices, which have been quoted in its 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.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION AND RESPONSIBILITY**

The undersigned certified, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification and;
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

Date: _____

[Print Name of Contractor]

By: _____

[Signature]

[Print Name]

[Print Title/Office]

VENDOR MUST COMPLETE THIS FORM AND SUBMIT WITH BID.

TERMS AND CONDITIONS

BID ITEM: Diesel Powered 3000kw Generator Set

FOR: Department of Environmental Services

DEPARTMENT CONTACT: Daryl Maslanka, PE, (585) 753-7514

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **disability benefits** coverage or proof that they are exempt.

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD:

Monroe County intends to award a purchase order to the lowest responsive and responsible bidder based on the **BASE BID (AND ANY ALTERNATES IF SELECTED)**. **Bidder must bid on all items in order to be considered.** The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

DELIVERY:

Delivery to be **F.O.B. destination as specified by Purchase Order**. Delivery must be completed within **two (2) weeks** after receipt of order. A delivery in excess of **two (2) weeks** may be grounds for rejection of a bid.

**PURCHASE ORDER
ISSUANCE:**

Delivery of goods may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.**

As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

**WARRANTY/
GUARANTEE:**

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, **Bidder shall warrant all goods for a period of two (2) years from date of acceptance.** Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees, or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

**BP1121-12
3000kW DIESEL POWERED OUTDOOR
ENGINE-GENERATOR SET
SPECIFICATIONS**

I. GENERAL REQUIREMENTS

1.0 INTRODUCTION

- A. This Specification defines, for the Owner's purchase, a 3000kW 4160Y/2400V (grounded Y) three (3) phase, four (4) wire Engine-Generator Set.
- B. The Engine-Generator Set shall be in full compliance with the EPA (CFR40, Part 89, and Subparts D & E) "Tier 2" requirements and shall be built and tested to the latest applicable Standards and as described herein. The Engine and Generator shall be both manufactured and assembled by the same manufacturer and supplied through an authorized distributor.
- C. The workmanship, design and material used in the Engine-Generator Set shall be of the highest quality, suitable for the application and constructed by workmen experienced in their crafts and properly supervised. All materials shall be new, of recent manufacture, and free from defects. The equipment shall be designed in accordance with the best engineering practices and all applicable Standards.
- D. The details presented in this Specification provide the minimum standard of quality for the Engine-Generator Set.

E. Contact Person:

Daryl Maslanka, PE
Monroe County
Department of Environmental Services
City Place
50 West Main Street
Rochester, New York 14614
(585) 753-7514
E-Mail: DMaslanka@monroecounty.gov

2.0 STANDARDS

- A. All characteristics, requirements and definitions, except as specifically covered in this Specification, shall be in accordance with, but not limited to, the following standards (latest edition):
 - 1. NEMA MG-1, Part 20 - "Large Machines - Induction Machines"
 - 2. NEMA MG-1, Part 32 - "Synchronous Generators (exclusive of Generators covered by ANSI Standards C50.12, C50.13, C50.14, and C50.15 above 5000 kVA) Ratings"
 - 3. NEMA MG-1, Part 33 - "Definite Purpose Synchronous Generators for Generating Set Applications"
 - 4. UL142 - "Steel Aboveground Tanks for Flammable and Combustible Liquids"
 - 5. UL508A - "Industrial Control Panels"
 - 6. NFPA 110 - "Emergency and Standby Power Systems"
 - 7. NFPA 70 - "National Electrical Code" (NEC)

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3.0 BID PROPOSAL

- A. The bid package shall include, as a minimum:
1. The bid quotation.
 2. The delivery time.
 3. All Specification exceptions and/or deviations.
 4. Descriptive technical literature on the particular type of Engine-Generator Set to be supplied and associated Control Panel.
 5. Detailed Bill of Materials.
 6. Method of shipment and end destination point (refer to Section 7.0 of "General Requirements").
 7. Any County costs required to provide extended warranty (refer to Section 5.0 of "General Requirements").
 8. Any other information or data pertinent to the Engine-Generator Set which will clearly define the product offering.
- B. The bid quotation shall include, as a minimum:
1. The Engine-Generator Set, complete per the Specification.
 2. Shipping, FOB end destination.
 3. No tax is to be included (tax exemption certificate(s) available upon request).
 4. Bids shall include all auxiliary equipment, documentation, etc. normally provided or defined herein.
 5. The price quoted shall be firm through equipment delivery.
- C. Exceptions
1. All exceptions to this purchase Specification shall be clearly defined by the Manufacturer and presented in the Bid Proposal.
 2. In the event of discrepancy between the Manufacturer's proposal and this Specification, the terms of this Specification shall apply, unless written exception is requested by the Manufacturer and approved by the Monroe County Purchasing Manager. If the Manufacturer finds any discrepancies or omissions, he shall notify the Owner at least one (1) week prior to the bid date. Changes in this Specification will be made by Addenda that will be issued to all bidders.

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4.0 SUBMITTALS

A. General

1. All documentation shall be in the English language.
2. If metric components are used, the drawings shall be dual dimensioned: English inch-pound-second (decimal) and metric.
3. All drawings shall be in accordance with ANSI Standards and all wiring diagrams shall be of the "point-to-point" type rather than the tabular type.

B. Submittal for Approval

1. The successful Manufacturer shall furnish five (5) sets of all applicable drawings and data to the Monroe County Department of Environmental Services Contact Person for review and approval within 30 days after award of contract and prior to manufacture.
2. The following documentation, as a minimum, shall be included for review:
 - a. Factory published specification sheet indicating standard and optional accessories, ratings, etc.
 - b. Manufacturer's catalog cut sheets of all auxiliary components such as isolators, battery charger, silencer, exhaust flex, main circuit breaker, etc.
 - c. Bill of Material, including quantity, manufacturer's name, item description and catalog numbers (third party catalog information is not acceptable).
 - d. Dimensional elevation and layout drawings of the Engine-Generator Set, enclosure and related accessories, including, but not limited to:
 1. Engine-Generator Set footprint, including mounting (channel sill and anchor bolt locations) details
 2. Cable connections
 3. Weights
 4. Door swing requirements.
 - e. Engine mechanical data at varying loads up to full load, including heat rejection, exhaust gas flows, combustion air and ventilation air flows, noise data, fuel consumption, etc.
 - f. Generator electrical data including temperature and insulation data, cooling requirements, excitation ratings, voltage regulation, voltage regulator, efficiencies, waveform distortion and telephone influence factor.
 - g. Generator resistances, reactances and time constants.
 - h. Generator current decrement curve.
 - i. Generator motor starting capability expressed at percentage voltage drop.
 - j. Jacket water heater connection diagram.

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k. Control Panel layout, wiring diagrams and control schematics.

l. Manufacturer's written warranty.

m. Manufacturer's Distributor certificate of compliance with parts and service availability as detailed herein.

1. The Engine-Generator Manufacturer shall have service facilities within 60 miles of the project site and maintain 24-hour parts and service capability. The distributor shall stock parts as needed to support the Generator set package for this specific project.
2. The Distributor shall maintain qualified, factory trained service personnel that can respond to an emergency call within 4 hours of notification.
3. The Generator set Manufacturer shall have sufficient parts inventory to maintain over the counter availability of at least 90% of any required parts. The Generator set Manufacturer shall guarantee availability within 48 hours from the time an order is entered with the Distributor.
4. The Manufacturer's Distributor shall stock a fleet of rental Generator inventory in the event a temporary unit is required due to failure of the supplied unit.

n. Emissions data

3. All drawings shall be provided in 11" x 17" AutoCAD 2000 format.

C. Certified Record Documentation

1. The successful Manufacturer shall furnish five (5) "certified-for-construction" sets of all applicable drawings and data to the Monroe County Department of Environmental Services Contact Person one (1) week prior to equipment shipment. In addition, the successful Manufacturer shall furnish one (1) CD-ROM of all certified documentation.
2. The document package shall include, as a minimum, the following data:
 - a. All approved shop drawings modified to include any changes.
 - b. Operation and Maintenance Manuals
 - c. Parts Bulletins
 - d. Complete spare parts list
 - e. List of parts and associated costs for all Manufacturer recommended parts that the County should have available on site during start-up and the first two (2) years of operation.
3. Any information that is generic shall be supplemented by specific information for the Engine-Generator Set delivered.
4. Five (5) sets of certified factory acceptance test reports shall be provided within two (2) weeks after the delivery of the Engine-Generator Set.

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4. Five (5) sets of certified factory acceptance test reports shall be provided within two (2) weeks after the delivery of the Engine-Generator Set.
5. In the event that documentation changes occur after final documentation has been furnished to the County, corrected documentation shall be supplied at or before time of equipment delivery.
6. All drawings shall be provided in 11" x 17" AutoCAD 2000 format.

5.0 WARRANTY

- A. The Manufacturer's two (2) year standard warranty shall be provided.
- B. The bid shall clearly state the terms of the warranty, including any County requirements and/or contribution costs required to bring the warranty into effect or to maintain the warranty during its term.
- C. Provide in the bid, the cost for a five (5) year extended warranty, including all conditions and stipulations.

6.0 QUALITY ASSURANCE TESTING

- A. Certification
 1. The Engine-Generator Set Manufacturer shall be ISO 9001 certified and shall be registered by the Underwriters Laboratories, Inc.
- B. Design Testing
 1. The Manufacturer shall complete, prior to the award of the contract, design tests as required by the applicable standards for each type of Engine-Generator Set assembly to be furnished.
- C. Production Testing
 1. The Manufacturer shall perform all production tests required by the applicable standards and these Specifications. Additionally, the Manufacturer shall perform all tests required by its Quality Assurance Program to ensure that this product will maintain its high quality standard of materials and reliability in operation.
- D. Field Testing
 1. In the bid documentation, the Manufacturer shall provide a list of startup and commissioning tests to be performed in the field by the Manufacturer's field service personnel. All field work by the Manufacturer is to be completed during normal business hours.
 2. The Manufacturer shall provide a "Startup Checklist" for the County to complete prior to Manufacturer field startup.
 3. As part of the Startup services the Manufacturer shall provide a full capacity Load Bank with appropriate ratings for the application, together with all required appurtenances.

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4. The County shall provide all fuel for the Manufacturer's field startup and commissioning work.

7.0 SHIPPING REQUIREMENTS

- A. The Engine-Generator Set shall be shipped as completely assembled as possible, within the limits of shipping restrictions.
- B. Shipment shall be by flatbed truck. The County shall provide free and clear access to the final site and offloading area.
- C. Shipping shall be FOB destination and clearly defined in the bid. Final site destination is the following:
- Cross Irondequoit Pump Station
1574 Lake Shore Blvd.
Rochester, New York 14617
- D. The Engine-Generator Set and all associated equipment shall be shipped together in one shipment with a detailed shipping list enclosed. Any parts shipped loose shall be installed by the Manufacturer's field personnel. If necessary, missing equipment may be shipped separately with the written consent of the Monroe County Department of Environmental Services Contact Person.
- E. A shock recorder shall be mounted with the shipment to detect any shock forces in excess of Manufacturer's recommended values.
- F. Manufacturer shall notify Monroe County Department of Environmental Services Contact Person five (5) working days prior to anticipated shipment arrival. It shall be the responsibility of the County to offload the Engine-Generator Set from the delivery truck and to set in place.

II. EQUIPMENT

1.0 ACCEPTABLE MANUFACTURERS

- A. The Engine-Generator Set shall conform to this Purchase Specification and shall be built in the United States. The following Engine-Generator Set establishes the minimum Standard of Quality for this bid:
1. Type C175-16 as manufactured by Caterpillar, Inc.
 2. Approved Equal (as determined by the County).

2.0 GENERAL

- A. Service Conditions
1. Ambient Temperature: -30° C to +40° C
 2. Relative Humidity: Up to 95% average, 100% maximum (per U. S. Weather Bureau)
 3. Ice Loading District: Heavy
 4. Minimum Wind Velocity Withstand: As defined by ANSI A58.1 for extreme structure wind loading (approximately 90 mph).

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5. Installation Altitude: Approximately 400 feet above sea level.
6. Operating Usage: Emergency Standby

B. Vibration Certification

1. The Engine-Generator Set shall be IBC certified for the installation area using certified vibration isolators.

3.0 GENERATOR SYSTEM

A. The Engine-Generator Set shall have the following ratings:

Electrical Power Rating: 3000kW, 3750kVA @ 0.8pf
Voltage Rating: 4160Y/2400V (grounded Y),
Three (3) Phase, Four (4) Wire
Frequency: 60 Hz
RPM: 1800
Loading: 100% of rated load in one(1) step
Harmonic Load Capacity: 60% (min) of total kW & kVA ratings

4.0 ENGINE REQUIREMENTS

A. General Requirements

1. The proposed Generator set shall be EPA Tier 2 Certified and in compliance with the State of New York Emission regulations at the time of installation/commissioning.
2. Actual engine emissions values must be in compliance with EPA Tier 2 emissions standards per ISO 8178 - D2 Emissions Cycle at specified kW /bHP rating.
3. Utilization of the "Transition Program for Equipment Manufacturers" also known as "Flex Credits" to achieve Tier 2 certification is not acceptable.
4. Integral external lift lugs to enable a crane with spreader-bars to safely lift the complete Engine-Generator package (empty tank, mounted Engine and Generator and walk-in enclosure).

B. Engine

1. The engine shall be as manufactured by the Generator Manufacturer. The engine shall be water-cooled 16 cylinders, four-cycle compression ignition diesel using Number 2 fuel. The BMEP shall not exceed 377 to limit stress in engine.
2. The engine shall be equipped with fuel, lube oil, and intake air filters, lube oil cooler, fuel transfer pump, fuel priming pump, service meter and water pump.

C. Electronic Speed Control Governor

1. Electronic governor shall be an electronic Engine Control Module (ECM) with 24-volt DC Electric Actuator.

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2. The ECM shall be enclosed in an environmentally sealed, die-cast aluminum housing which isolates and protects electronic components from moisture and dirt contamination.
3. Speed droop shall be adjustable from 0 (isochronous) to 10%, from no load to full rated load.
4. Steady state frequency regulation shall be +/- 0.25%. Speed shall be sensed by a magnetic pickup off the engine flywheel ring gear.
5. The ECM shall adjust fuel delivery according to exhaust smoke, altitude and cold mode limits.
6. In the event of a DC power loss, the forward acting actuator will move to the minimum fuel position.

D. Block Design

1. The complete engine block shall be machined from one casting. Designs incorporating multiple blocks bolted together are not acceptable.

E. Lubrication System

1. The Manufacturer shall provide a lubrication system adequate for the application.

F. Fuel Storage

1. A UL 142 listed, dual-wall integral fuel tank base/sub-base fuel tank, with capacity to supply fuel to the engine for a minimum of 24 hours at full load.
2. Tank shall have a corrosion inhibiting paint system with a minimum of primer coat, bonding coat and a minimum of two finish coats of semi-gloss or gloss paint with a standard manufacturer's color. Tank and ancillary equipment shall be in accordance with NEC, NFPA, State and Federal requirements.
3. Piping connections shall be provided for the following:
 - a. Fuel suction and return lines
 - b. Fuel supply and return lines to engine
 - c. Emergency vent
 - d. Local fuel fill
 - e. Containment drain connection
 - f. Fuel level gauge.
4. The following accessories shall be provided:
 - a. Provide the following alarms, prewired to the Engine-Generator controller local annunciator:
 1. Fuel in containment tank
 2. Fuel Level (with 4 position switch to select the alarm setting):
 - a. Low Level: 5%, 40%, 50%
 - b. High Level: 90%

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- b. The fuel tank shall have additional capacity at top and bottom to prevent spillage for fuel heating and sludge pickup. Internal baffles shall be provided to reduce heat build-up.
 - c. A two inch minimum air space shall be provided between the floor/pad and the tank bottom to enable underside inspection.
 - d. Vibration isolators shall be mounted between the fuel base and Engine-Generator set.
- G. Fuel Filter
- 1. Fuel filter and serviceable fuel system components shall be located to prevent fuel from spilling onto Generator batteries.
- H. Fuel Piping
- 1. All fuel piping shall be black iron or flexible fuel hose rated for this service. No galvanized piping will be permitted.
- I. Fuel Line Rating
- 1. Flexible fuel lines shall be rated 300°F and 100 PSI.
- J. Unit Mounted Radiator
- 1. The Generator set shall be equipped with a rail-mounted, engine-driven radiator with blower fan and all accessories.
 - 2. The cooling system shall be sized to operate at full load conditions and 104°F (40°C) ambient air entering the engine room without de-rating the unit.
 - 3. The radiator shall be filled with an extended life coolant with a minimum estimated life of 6000 hours or 6 years.
 - 4. The coolant formula shall contain no phosphates or silicates, and it shall be recyclable.
 - 5. The Generator set Manufacturer shall be responsible for providing a properly sized cooling system based on the enclosure static pressure restrictions.
- K. Water Jacket Heater
- 1. A Generator set mounted thermal circulation with pump type water heater.
 - 2. The heater shall be sized by the manufacturer to maintain jacket water temperature at 90°F (32°C).
 - 3. The Heater shall have valves so it may be isolated for replacement without emptying coolant system.

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5.0 GENERATOR REQUIREMENTS

A. General Requirements

1. The synchronous three phase Generator shall be a single bearing, self-ventilated, drip-proof design in accordance with NEMA MG 1 and directly connected to the engine flywheel housing with a flex coupling.
2. The maximum temperature rise at full load rating shall be 125°C per NEMA MG 1.

B. Windings

1. All winding insulation materials shall be Class H in accordance with IEC and IEEE standards.
2. No materials shall be used which support fungus growth, and shall be impervious to oil, dirt, and fumes encountered in diesel and natural gas engine operating environments.
3. The rotor shall, as a minimum, be capable of surviving the effects of 125% over speed for 2 minutes per NEMA MG1-33.
4. The permissible residual unbalance permitted in the rotor, measured at maximum service speed (nominal + 25% over speed), and must not exceed the limits as described in ISO 1940/1 – G2.5.
5. Windings shall be form wound.

C. Insulation

1. The insulation material for the stator shall meet NEMA MG 1 standards for Class H insulation and be vacuum impregnated and fungus resistant.
2. The temperature rise of the rotor and stator shall not exceed NEMA Class H limits.
3. The Generator insulation system shall be UL 1446 recognized.

D. Excitation

1. The excitation system shall be of brushless, permanent magnet construction.
2. It shall enable the alternator to sustain 300% of rated current for ten seconds during a fault condition and shall improve the immunity of the voltage regulator to non-linear distorting loads.

E. Automatic Voltage Regulator

1. The automatic voltage regulator (AVR) shall maintain Generator output voltage within +/- 0.5% for any constant load between no load and full load.
2. The regulator shall be a totally solid state design which includes electronic voltage buildup, volts-per-Hertz roll-off, single phase sensing, overexcitation

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protection, loss of sensing protection, temperature compensation. shall limit voltage overshoot on startup, and shall be environmentally sealed.

3. In addition to the volts-per-Hertz feature, a load adjustment module shall provide additional relief for the engine with a single step 15% voltage drop when engine speed decreases below a pre-set threshold upon load impact to provide load relief for the engine.
4. The voltage regulator shall be UL 508 Listed.
5. Space Heater
 - a. Alternator shall be equipped with 120 VAC, single phase, space heater to minimize condensation while the alternator set is idle.
 - b. The heater shall be capable of easy mounting in the assembled alternator.
 - c. An automatic disconnect shall be provided to remove electrical power upon engine start up.
 - d. The heater shall be prewired to the Walk-in Enclosure panelboard.

F. Motor Starting

1. Provide motor starting capability at 30% instantaneous voltage dip per NEMA MG 1.
2. Sustained voltage dip performance data is not acceptable.

G. Power Connection

1. The power terminal strips shall be physically isolated from the Generator so as to minimize vibration from the rotating machinery.
2. A flexible design shall be incorporated in the power connection from the Generator to the power terminal strips.
 - a. The cables will be insulated within an appropriate conduit.
The cable layout shall not utilize external bends of the power connection cables.

6.0 EXHAUST SYSTEM

A. Silencer

1. A critical 35 dBA rated silencer, companion flanges, flexible stainless steel exhaust fitting, and rain cap properly sized shall be furnished.
2. The silencer shall be mounted so that its weight is not supported by the engine nor will exhaust system growth due to thermal expansion be imposed on the engine.
3. Exhaust pipe size shall be sufficient to ensure that exhaust back pressure does

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not exceed the maximum limitations specified by the engine manufacturer.

B. Muffler System

1. For walk-in enclosures the muffler and all indoor exhaust piping shall be "lagged" to the ceiling by the Manufacturer in order to maintain a surface temperature not to exceed 150°F (66°C).
2. The insulation shall be installed so that it does not interfere with the functioning of the flexible exhaust fitting.

7.0 STARTING SYSTEM

A. Electric Starting System

1. A 24 VDC electric starting system shall be furnished.
2. The starting motor voltage shall be as recommended by the engine manufacturer.

B. Batteries

1. A maintenance free lead-acid storage battery system consisting of four (4) batteries of the heavy-duty diesel starting type shall be provided.
2. Battery voltage shall be compatible with the starting system.
3. The battery set capacity shall be rated for the application.
4. All necessary cables and clamps shall be provided.
5. Batteries shall be warranted by the Engine Generator Manufacturer.

C. Battery Trays

1. A battery tray shall be provided for the batteries and shall conform to NEC Article 480.
2. The Tray shall be treated to resist deterioration by battery electrolyte.
3. Construction shall be such that any spillage or boil-over battery electrolyte shall be contained within the tray to prevent a direct path to ground.

D. Battery Charger

1. A wall mounted current limiting battery charger shall be furnished to automatically recharge batteries.
2. It shall include overload protection, silicon diode full wave rectifiers, voltage surge suppressor, DC ammeter, DC voltmeter, and fused AC input.
3. AC input voltage shall be 120 volts, single phase.

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4. Charger shall include the following alarms:
 - a. Low DC volts
 - b. Rectifier failure
 - c. Loss of AC power
 - d. High DC volts
 - e. Battery Charger Failure (common alarm)

Each alarm shall be prewired to the Generator Set Controller's Annunciator.

5. Amperage output shall be no less than thirty five (35) amperes.
6. Charger shall be wall-mounting type in NEMA 1 enclosure.

8.0 WALK-IN PROTECTIVE ENCLOSURE

- A. A weatherproof, walk-in type enclosure shall be provided to house the Engine-Generator and accessories. The enclosure shall be in full compliance with the National Electrical Code (NEC) and all applicable National Fire Protection Association (NFPA) Codes and Standards.
- B. The enclosure shall conform to the following minimum design criteria and shall be constructed for and supplied with the Engine-Generator set:
 1. Rigidity wind test equal to 115 MPH
 2. Roof load equal to 50 lbs. per sq. ft.
 3. Floor load equal to 200 lbs. per sq. ft.
 4. Rain test equal to 4" per hour
 5. Enclosure certified to meet BOCA basic bldg and mech. Codes
 6. 24" minimum side aisles and 36" minimum rear aisle
 7. With Engine-Generator running at full load the sound level at a distance of 500 feet in any direction, shall be 70db (nominal).
 8. Test data on similar construction by Manufacturer shall be available upon request.
- C. The enclosure will consist of a roof, floor and underframe, two (2) side walls, and two (2) end walls with the following provisions:
 1. Lifting provisions shall be provided at or near the enclosure base or fuel tank base with capacity suitable for rigging the entire assembly. Quality assurance procedures of the manufacturer shall include regular testing of the lift devices.
 2. Two (2) personnel access doors shall be provided. Doors shall consist of an extruded aluminum frame with skin material matching enclosure. Doors shall be fully gasketed to form a weathertight perimeter seal. Hinges shall be forged aluminum with stainless steel pins, handle shall be stainless steel and padlockable, and lock mechanism shall be three-point, with panic hardware to allow opening from inside even when padlocked.
 3. Air handling shall be as follows: Air will enter the enclosure through all aluminum operable louvers wired to open upon engine startup. Louver shall be riveted into an aluminized steel frame to form a rigid, water resistant assembly. Radiator discharge will be through an aluminum gravity operated damper. The system shall be designed to ensure adequate airflow for cooling and combustion. The intake shall be screened to prevent the entrance of rodents.

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4. All necessary hardware to internally mount the specified exhaust silencer(s) shall be provided so as to maintain the weatherproof integrity of the system.
5. Enclosure shall include inlet hood or plenum to turn inlet air 180 degrees so as to eliminate dirt, rain, and snow from inlet stream.
6. Provide a 480V//120/240V single phase transformer, a fused disconnect of adequate rating connected to the transformer primary and a 200 Amp 120/240V single phase load center, with a Main Circuit Breaker (MCB), of rating as required by the NEC. Install this power equipment inside the enclosure with provisions for a single entry point for service power supply and wiring by the Owner.

Branch circuits with separate circuit breakers shall be provided for:

- a. Battery charger
- b. Jacket water heater
- c. Battery pad heaters
- d. Lights & Receptacles
- e. Space heater
- f. Ventilation Fan
- g. Spares (20% minimum)

All internal wiring and runs to the auxiliary equipment supplied with the package shall be prewired to the enclosure load center at the factory by the manufacturer in conduit or sealtight. All wiring shall comply with the requirements of the NEC.

7. The Enclosure shall be provided with the following prewired ancillary equipment:
 - a. Four (4) LED vaportight lights, installed on ceiling with three way switches at doors
 - b. Duplex receptacles, installed near each personnel door.
 - c. Ventilation fan with adjustable thermostat.
8. All of the enclosure walls and roof shall be thermally insulated and interior surfaces covered with galvanized perforated metal screwed to framework. A space heater, of required heating capacity, shall be provided together with an adjustable thermostat. The heater and thermostat shall be installed, prewired and tested for correct operation.

9.0 CONTROL PANEL

A. General Requirements

1. Provide a package mounted control panel for complete control and monitoring of the Engine-Generator set functions, including, but not limited to:
 - a. Critical components mounted in control panel shall also be environmentally enclosed and sealed to protect against failure from moisture and dirt.
 - b. Components shall be housed in a NEMA 1 enclosure.

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- c. Control panel shall be UL 508A Listed.
 - d. Control panel shall be one (1) piece construction using 12 gauge steel (minimum), fully welded with gasketed and hinged door. No screwed together multiple piece enclosures shall be allowed due to water penetration susceptibility.
- 2. Control panel shall be mounted off Engine-Generator directly mounted to structural steel base isolated from vibrations induced by the Engine-Generator Set.
 - 3. Control wiring shall all be encased in loom and terminating at control panel with quick military style connectors for a water proof and rodent proof entrance.
 - 4. The Control Panel shall include all equipment, as required, to provide complete compliance with NFPA 110, Level 2.
- B. Generator Set Controller**
- 1. Provide a panel mounted microprocessor based controller for complete control and monitoring of the engine and Generator set functions. The following Controller sets the minimum Standard of Quality for this bid:
 - a. Type EMCP 4.4; Caterpillar, Inc.
 - b. Approved Equal (as determined by the Owner).
 - 2. The panel mounted controller shall include all functions and equipment, as required, to provide complete compliance with NFPA 110, Level 2.
 - 3. Provide, as a minimum, the following digital graphic displays (in English):
 - a. Engine oil pressure
 - b. Coolant temperature
 - c. Engine Speed (RPM)
 - d. System Battery DC Volts
 - e. Engine running hours
 - f. Crank Attempt & Successful Start Counter
 - g. Generator AC volts-(3 phase-line to line & line to neutral)
 - h. Generator AC amps (per phase)
 - i. Average Generator Frequency, Volts & Amps
 - j. KW (Average, per Phase & %)
 - k. KVA (Average, per Phase & %)
 - l. KVAR (Average, per Phase & %)
 - m. Power Factor (Average & per Phase)
 - n. KW hours total
 - o. KVAR hours total
 - p. Real time clock
 - q. Service Maintenance Information
 - r. Event Fault log (Name, engine hours and time stamp at first and last occurrence, number of occurrences)
 - 4. As a minimum, the following Shutdown functions shall be provided and factory set by the Manufacturer:

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- a. Low Oil Pressure
 - b. High Coolant Temperature
 - c. Over Crank
 - d. Low Coolant Level
 - e. Loss of Engine Speed Protection
5. As a minimum, the following field programmable Protective Relaying shall be provided and factory set by the Manufacturer:
- a. Overcurrent (50/51)
 - b. Over/Under Voltage (59/27)
 - c. Over/Under Frequency (81 O/U)
 - d. Generator Phase Sequence
 - e. Reverse Power (kW) (32)
 - f. Reverse Reactive Power (kVAR) (32RV)
 - g. Phase Current Balance (46)
6. Provide, as a minimum, the following Alarms, using a panel mounted local Alarm Annunciator and an audible alarm:
- a. Overcrank (failure to start)
 - b. Low Coolant Temperature
 - c. Approaching High Coolant Temperature
 - d. High Coolant Temperature
 - e. Low Coolant Level
 - f. Approaching Low Oil Pressure
 - g. Low Oil Pressure
 - h. Generator Not in Auto Mode (*Disable*)
 - i. High/Low Battery Voltage
 - j. Battery Charger Alarms
 1. Low DC volts
 2. Rectifier failure
 3. Loss of AC power
 4. High DC volts
 5. Battery Charger Failure (common alarm)
 - k. Underspeed/Overspeed
 - l. Loss of Engine Speed Protection
 - m. Under/Over Generator Volts
 - n. Under/Over Generator Frequency
 - o. Common Alarm (Dry Contact)
 - p. Generator Running (Dry Contact)
7. Provide, as a minimum, the following Control Functions:
- a. Run/ Auto/ Stop
 - b. Speed & Voltage Adjustment
 - c. Emergency Stop Push Button
 - d. Cycle Crank Control
8. Provide, as a minimum, the following ratings:
- a. Controller Operating Temperature: -40° C to +70° C
 - b. Display Operating Temperature: -20° C to +70° C
 - c. Humidity: 100% condensing (+30° C to +60° C)

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- d. Storage Temperature: -40° C to +85° C
- e. Vibration Tolerance: Manufacturer's Standard
- f. Environmentally sealed front face

10.0 WIRING

- A. Each Engine-Generator Set shall be completely assembled, wired, and tested at the factory, including all connections, insulators, terminals and terminal blocks.
- B. Terminal blocks shall be mounted such that the wires to them can be grouped and laced together in a neat and workmanlike manner. A sufficient number of terminal connections, including 15 percent of spare terminals, shall be provided for all control and instrument wiring.
- C. All wiring connections that enter or leave an Engine-Generator Set shall be terminated on a terminal block and shall use insulated ring-tongue terminals.
- D. Each type of connection (CT's, control wiring, AC power, DC control, etc.) shall be located on a separate terminal block set. All CT connections shall be provided with grounding terminal blocks. Terminal blocks shall be Marathon series 1500 or approved equal.
- E. All fuse/fuse holder assemblies shall be dead front construction with the fuse cover being used to remove the fuse. Fuse pullers shall not be required for fuse removal. Fuse holder assemblies shall be manufactured by Frank Adams Company or approved equal.
- F. A DC main fuse/fuse holder shall be provided ahead of all other fusing in the Engine-Generator Set to provide protection and disconnecting means.

END OF TECHNICAL SPECIFICATION

COMPLIANCE WITH FEDERAL SINGLE AUDIT ACT

In the event the Contractor is a recipient through this contract, directly or indirectly of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A-102, A-110 and A-133 and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit
304 County Office Building
39 West Main Street
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this contract.

The County's right of inspection and audit pursuant to this contract shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this contract.

NOTICE OF JOB VACANCIES

- a) The contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified and the County's need to know when jobs become available in the community.
- b) The contractor agrees to notify the County when the contractor has or is about to have a job opening for a full time position within Monroe County or any contiguous county. Such notice shall be given as soon as practicable after the contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience).
- c) Notice shall be given in writing to:
Employment Coordinator
Monroe County Department of Human and Health Services
Rm 535
691 St. Paul St.
Rochester, NY 14605
Telephone: (585) 753-6322
Fax: (585) 753-6308
- d) The contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on the part of the contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the contractor's job requirements and the individual's qualifications for the job, as determined by the contractor.
- e) If the contractor is a local municipality within Monroe County, said municipality shall be subject to the above subparagraphs, except that said municipalities shall not be required to give notice where the position is subject to a published civil service list.

Retain For Your Records
DO NOT RETURN WITH YOUR BID

**General
Specifications
County
Of
Monroe**

DEPARTMENT OF FINANCE
Division of Purchasing and Central Services

Dawn C. Staub
Purchasing Manager

Monroe County Office Building
39 West Main Street, Room 200
Rochester, New York 14614
(585) 753-1100

FOREWORD

This booklet contains the General Specifications of the County of Monroe Division of Purchasing and Central Services and supersedes any previous issue. The terms and conditions set forth apply to all contracts awarded by the County of Monroe Division of Purchasing and Central Services.

DEFINITIONS

POLITICAL SUBDIVISIONS: All County departments, institutions, agencies, political subdivisions (town, city, village public school districts) and others authorized by law to make purchases through the County Purchasing Division.

BID: An offer to furnish a described commodity at a stated price in accordance with the proposal and specification.

BIDDER: Any person, firm or corporation submitting a proposal to the County.

COMMODITIES: Materials, supplies, equipment and non-professional services.

CONTRACTOR: Any bidder to whom a contract award is made by the Purchasing Manager or Legislature.

CONTROLLER: Controller of the County of Monroe.

COUNTY: County of Monroe.

GROUP: A classification of commodities.

LATE BID: A bid received in the office of the Purchasing Division, whether in person or by mail, after the time and date established in the bid specifications for the bid opening.

PURCHASING MANAGER: Manager of the Purchasing Division for the County of Monroe.

NOTICE OF CONTRACT AWARD: The notification to all participants that a contract has been made between the County and the successful bidder.

PROPOSAL: The form which, when issued by the Purchasing Division, constitutes an invitation to bid on the commodity described therein and which, when completed by the bidder, constitutes his/her bid to the County to furnish such commodity.

PURCHASE ORDER: The official form to be used by Monroe County when placing an order for material, equipment or supplies with a contractor or vendor.

SPECIFICATION: Description of a commodity and the conditions for its purchase.

PROPOSALS AND BIDS

1. The date and time of bid opening will be given on the proposal.
2. All bids are to be submitted on forms provided by the Purchasing Division.
3. All bids must be submitted in a sealed envelope clearly marked with bid number, title, opening date and time. Bids must not be attached to or enclosed in packages containing bid samples.
4. All information required by the proposal and specifications must be supplied by the bidder.
5. Each bid offered shall be construed in accordance with the specifications and proposal. The bidder must explain all deviations, exceptions and qualifications in detail in the bid.
6. Prices and information required by the proposal, except the signature of bidder, shall be typewritten or printed in ink for legibility. Bids written in pencil may be rejected. The Purchasing Manager may interpret or reject illegible or vague bids and the decision shall be final. All signatures must be in ink. Facsimile, printed or typewritten signatures are not acceptable and the bid may be rejected.
7. No alteration, erasure or addition of the specifications or the proposal shall be made.
8. In all specifications or proposals, the words "or equal" are understood to appear after each commodity giving manufacturer's name or catalog reference or on any patented commodity. If bidding on commodities other than those specified, bidder must in every instance give the trade designation of the commodity, manufacturer's name and detailed specification of commodity he/she proposes to furnish. Otherwise, bid will be construed as submitted on the identical commodity described in the specifications.
9. Used, damaged or obsolete items are not acceptable unless specifically requested and if offered or delivered, shall be rejected and the contract may be cancelled.
10. When bids are requested on a number of commodities as a group, a bidder desiring to bid "no charge" on a commodity in the grouping must so indicate. Otherwise, such bid will be considered as incomplete and may be rejected. Any bidder failing to bid on minimum number of items specified in the bid package may have his/her bid declared incomplete or unresponsive and the Purchasing Manager has the discretion to reject the bid.
11. The bidder must insert the price per unit specified and the price extension for each item in the bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
12. Prices must be net, including transportation and delivery charges fully prepaid by contractor to the destination(s) indicated in the proposal, subject only to the cash discount. If the award is to be on any other basis, transportation charges must be prepaid by the contractor and added to the invoice as a separate item.
13. Bidders are cautioned to verify their bids before submission, as bids and amendments to bids or requests for withdrawal of bids received by the Purchasing Manager after the time specified for the bid opening may not be considered.
14. All bids will be opened and tabulated publicly at the time and place set forth in the proposal.
15. A late bid will be rejected and cannot be considered in awarding a contract.

SAMPLES

16. The Purchasing Manager reserves the right to request a representative sample of the commodity at any time. The sample shall be furnished within the timeframe specified in the bid package.
17. If in the judgment of the Purchasing Manager, the sample is not in accordance with the requirements stated in the specifications and the proposal, the County may reject the bid; or if an award has been made, cancel the contract at the expense of the contractor.
18. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or canceling an award.

19. When an accepted sample exceeds the minimum specifications, all commodities delivered will be of same quality and identity as the sample.
20. Samples must be submitted free of charge and be accompanied by the bidder's name and address, a statement indicating how and where the sample is to be returned to the bidder and descriptive literature regarding the commodity. Samples will be returned at the bidder's expense and risk.
21. All samples are subject to tests in the manner and place designated by the Purchasing Manager. Samples consumed or made useless by testing cannot be returned to the bidder and the County will not be responsible for any costs as a result of such testing.
22. Where the sample has not been impaired by testing and the bidder has failed to indicate the place and mode of return of the sample, it becomes the property of the County at the conclusion of the contract period.
23. Samples may be held by the County during the entire term of the contract for comparison with deliveries.
24. A Proposal may indicate that the commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the bidder to examine such sample shall NOT entitle him to any relief from the conditions imposed in the proposal, specification and related documents. If feasible, standard samples will be submitted to the bidder for his/her examination prior to the bid opening date.
25. Cash discounts will no be considered as a basis for award in any contract.

AWARDS

26. The Purchasing Manager reserves the right before making an award, to investigate whether or not the items, qualifications or facilities offered by the bidder meet the requirements set forth in the proposal and specifications and is ample and sufficient to insure the proper performance of the contract, in the event of award. The bidder must be prepared, if requested by the Purchasing Manager, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the commodity on which he/she is bidding. If in the opinion of the Purchasing Manager, it is found that the conditions of the proposal and specifications are not complied with or that items proposed to be furnished do not meet the requirements or specifications called for or that the qualifications, financial standing, facilities or capacities are not satisfactory, the Purchasing Manager may reject such a bid. The Purchasing Manager, in no way, is required or obligated to conduct such investigation prior to awarding the contract. It is further understood that if such investigations are made, it in no way relieves the contractor from fulfilling all requirements and conditions of the contract.
27. Contracts shall be awarded to the lowest responsive and responsible bidder. Responsibility is determined by taking into consideration the reliability of the bidder, the qualities of the articles proposed to be supplied and their conformity with the specifications, the purposes for which required and the terms of delivery and any historical performance record of the bidder that may be maintained by the County.
28. A bidder may be disqualified from receiving awards if such bidder or anyone in his/her employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
29. The Purchasing Manager reserves the right to evaluate and/or reject all bids in whole or in part and to waive technicalities, irregularities and omissions, if in her judgment; the best interests of the County will be served.
30. The Purchasing Manager reserves the right to make awards within forty-five (45) days after the date of the bid opening, during which period bids shall not be withdrawn.
31. If two or more bidders submit identical bids as to price, the decision of the Purchasing Manager to award a contract to one or more of such identical bidders shall be final.

CONTRACTS

32. All contracts awarded by the Purchasing Manager shall be executory only to the extent that funds are available to each Agency or Department for the purchase of the commodity.
33. All bids shall be received with the understanding that the acceptance thereof, in writing, by the Purchasing Manager or governing body, shall constitute a contract between the bidder and the County. The mailing of either a notice of contract award identified by number or of a purchase order to the address on the bid shall be sufficient notice of such acceptance.

34. Unless otherwise specified, the quantities listed in the proposal are subject to change to conform to Agency or Department requirements.
35. The County reserves the right to order up to 10% more or 10% less than the quantities called for in the contract. This paragraph shall not apply to estimated quantity contracts. Over runs and under runs shall not exceed 10%.
36. Unless terminated or cancelled by the Purchasing Manager pursuant to the authority vested in her, contracts will remain in force for the period specified.
37. All purchase orders must be in writing and must bear the appropriate contract number and the approval of the Purchasing Manager.
38. No commodities are to be shipped or delivered until after receipt of an official purchase order from the County, unless otherwise authorized in writing by the Purchasing Manager.
39. The contractor shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his/her right, title or interest therein or his/her power to execute such contract to any other person, company or corporation without the prior consent, in writing, of the Purchasing Manager. (Approval by the Purchasing Manager is not required for the assignment of monies due for contract deliveries. Such assignments should be filed directly with the Purchasing Manager.)
40. No alteration or variation of the terms of the contract shall be valid or binding upon the County unless requested in writing and approved in writing by the Purchasing Manager.
41. Contractor shall employ no one in relation to the work contemplated by the contract who shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week except in cases of extraordinary emergency caused by war, acts of public enemies, strikes, fire, flood or danger to life or property and the wages to be paid to employees for a legal day's work shall not be less than the prevailing New York State wage rates for a day's work in the same trade or occupation in the locality where the contract work is executed.
42. Pursuant to the provision of Section 220-A of the New York State Labor Law, as amended, the Contractor (and his/her Sub-Contractors) will be obligated to pay all workers in the covered classes the applicable prevailing wage rates and supplements. The minimum hourly wage rate to be paid the various classes of labor performing work under this contract shall be in accordance with schedules which have been established or may hereafter be established or increased, by the New York State Department of Labor during the contract term.

DELIVERY

43. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified, delivery shall be made within thirty (30) days of receipt of purchase orders by the contractor. The decision of the Purchasing Manager as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of purchase order shall rest with contractor.
44. Any extension of time of delivery must be requested in writing by the contractor and approved in writing by the Purchasing Manager.
45. The Departments will not schedule any deliveries for Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement or is overdue, in which events the convenience of the County will govern.
46. Commodities shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks. The container shall remain the property of the County unless otherwise specifically agreed to in the contract.
47. Point of Destination: All deliveries shall be unloaded at the storeroom door of the ordering Agency or department unless otherwise stated in the proposal or specification.
48. Commodities purchased at a price, f.o.b. shipping point plus transportation charge, are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until commodities have been received and accepted by the Agency or Department.

49. When commodities are rejected with notice of such rejection having been provided to the bidder, they must be removed by the contractor from the premises of the Department or Agency within five (5) days from notification. Rejected items left longer than five (5) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

DEPOSITS

50. Unless otherwise expressly indicated, specification deposits are returned only to those prospective contractors who actually submit proposals to the County of Monroe and have returned their specifications unmarked and in good condition within 30 days of the bid award.
51. Unless otherwise expressly indicated, bid deposits are considered an earnest of good faith and are retained by the County only until a contract has been awarded; at which time they are returned to all bidders who submitted proposals. Failure, on the part of a contractor, to execute a contract, may result in forfeiture of his/her bid deposit.

PAYMENTS

52. Payments will be made by the Controller after presentation of a completed voucher to the ordering Department or Agency.
53. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of the Purchasing Manager. Should the amount withheld be finally paid, a cash discount originally offered may be taken by the County as if no delay in payment had occurred.
54. Any claim against a contractor may be deducted by the County from any money due him in the same or other transactions. If no deduction is made in such fashion the contractor shall pay the County the amount of such claim on demand. Submission of a voucher and payment thereof by the County shall not preclude the Purchasing Manager from demanding a price adjustment in any case where the commodity delivered is later found to deviate from the specification and proposal. Any delivery made which does not meet the requirements of the specifications and proposal may be rejected or accepted on an adjusted price basis as determined by the Purchasing Manager.
55. Tax Provisions: Purchases made by the County of Monroe are not subject to State or Local sales taxes or Federal Excise taxes. To satisfy the requirements of the New York State Sales Tax, either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to the County of Monroe, an exempt organization under section 1116 (a) (I) of the Tax Law. Exemption certificates for Federal Excise taxes will be furnished upon request by the Purchasing Division. No person, firm or corporation is, however, exempt from paying the New York State Truck Mileage and Unemployment Insurance or the Federal Social Security Taxes. This exemption does not apply to materials not incorporated into the work of a Public Works Contract.

GUARANTEES BY CONTRACTOR

56. Contractor hereby guarantees:
- (a) To save the County, its agents and employees, harmless from any liability imposed upon the County arising from the negligence, either active or passive, of the contractor, as well as for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee or licensee.
 - (b) To pay for all permits, New York licenses and fees and gives all notices and complies with all laws, ordinances, rules and regulations.
 - (c) That the equipment offered is standard new equipment, latest model of regular stock product with all parts regularly used with the type of equipment offered; also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified.
57. Waiver of Immunity Clause:

103-a. Ground for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) such person and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal and to provide also that
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person and by any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation on or after the first day of July, nineteen hundred fifty-nine but prior to the first day of September, nineteen hundred sixty.

103-b. Disqualification to contract with municipal corporations and fire districts.

Any person who, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or with any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal or until a disqualification shall be removed pursuant to the provisions of section one hundred three-c of this article.

It shall be the duty of the officer conducting the investigation before the grand jury, the head of a state department, the chairman of the temporary state commission or other state agency, the organized crime task force in the department of law, the head of a city department or other city agency before which the person so refusing is known to be a member, partner, officer or Purchasing Manager, to the commissioner of transportation of the state of New York and the appropriate departments, agencies and officials of the state, political subdivisions thereof or public authorities with whom the person so refusing and any firm, partnership or corporation of which he is a member, partner, Purchasing Manager or officer, is known to have a contract. However, when such refusal occurs before a body other than a grand jury, notice of refusal shall not be sent for a period of ten days after such refusal occurs. Prior to the expiration of this ten day period, any person, firm, partnership or corporation which has become liable to the cancellation or termination of a contract or disqualification to contract on account of such refusal may commence a special proceeding at a special term of the supreme court, held within the judicial district in which the refusal occurred, for an order determining whether the

questions in response to which the refusal occurred were relevant and material to the inquiry. Upon the commencement of such proceeding, the sending of such notice of refusal to answer shall be subject to order of the court in which the proceeding was brought in a manner and on such terms as the court may deem just. If a proceeding is not brought within ten days, notice of refusal shall thereupon be sent as provided herein.

103-d. Statement of non-collusion in bids and proposals to political subdivision of the state.

(FN1) Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

(a) "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 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 with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in his/her 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.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items or;

(c) Has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of Purchasing Managers of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

58. Anti-discrimination Clause: During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee because of race, creed, color, sex or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color, sex or national origin. Such action shall be taken with reference but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the New

York State Division for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (g) hereinafter called "non-discrimination clauses"). If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, color, sex or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the New York State Division of Human Rights of such failure or refusal.

- (c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the New York State Division of Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the New York State Division of Human Rights shall determine.
- (d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex or national origin.
- (e) The contractor will comply with the provisions of the Human Rights Law of the State of New York as set forth in section 290-301 of the Executive Law of New York, will furnish all information and reports deemed necessary by the State Division for Human Rights under these non-discrimination clauses and such sections of the Executive Law and will permit access to his/her books, records and accounts by the State Division for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and applicable Federal Civil Rights Laws.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part by the contracting agency upon the basis of a finding made by the New York State Division for Human Rights that the contractor has not complied with these non-discrimination clauses and the contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he/she satisfies the New York State Division for Human Rights that he/she has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the New York State Division for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Division, notice thereof has been given to the contractor and an opportunity has been afforded him/her to be heard publicly before three members of the Division. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) The contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct; including sanctions or remedies for non-compliance. If the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

59. Workmen's Compensation: Contractor will secure workman's compensation and keep insured during the life of the contract for the benefit of such employees as are required to be insured by the provisions of Chapter 41 of the laws of 1914, as amended, known as the Workmen's Compensation Law and also provisions of Article 9 of the Workmen's Compensation Law known as the Disability Benefits Law. The contract shall be void and of no effect unless the contractor complies with these provisions.

CANCELLATION OF CONTRACT

60. Upon failure of the contractor to deliver within the time specified or failure to make prompt replacement of rejected commodities when so requested, the Purchasing Manager may purchase from other sources to replace the commodity rejected or not delivered. On all such purchases, the contractor agrees to reimburse the County promptly for costs associated with purchasing from other sources. Should the cost be less than the contract price, the contractor shall have no claim to the difference. Such purchases may be deducted from contract quantity by the Purchasing Manager.
61. A contract may be cancelled at the contractor's expense upon nonperformance of contract.

DRAWINGS

62. Rough and/or shop drawings shall be furnished as deemed necessary and required by the specification. Such drawings shall be consistent with the contract documents and shall be considered as forming part of the specification and the contract to which they relate.
63. All lettering on the drawings shall be considered a part of the drawings.
64. Approval by the Purchasing Manager of shop drawings of details for any commodity will not relieve the contractor from responsibility for furnishing same of proper dimension, size, quantity and quality to efficiently perform the work and carry out the requirements and intent of the layout or descriptive drawings forming part of the proposal and specifications. Such approval shall not relieve the contractor from responsibility for errors of any sort in the shop drawings. If the shop drawings deviate or are intended to deviate from the layout or descriptive drawings on specifications, the contractor shall so advise the Purchasing Manager in writing at the time the shop drawings are submitted, stating the difference in value between the contract requirements and that denoted by said shop drawings.
65. Rough and/or shop drawings will be examined by the Purchasing Manager and if necessary, will be returned to the contractor for correction. After the corrections have been made, the contractor shall resubmit to the Purchasing Manager as many copies as required for final approval.
66. All drawings and copies thereof shall become the property of the County.

CONTRACTS INVOLVING INSTALLATION

67. Contractor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat unobstructed condition, the buildings broom clean and everything in satisfactory repair and order.
68. Equipment, supplies and materials shall be stored at the site only upon the approval of the using Agency and at the contractor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
69. Work shall be performed so as to cause the least inconvenience to the County and with proper consideration for the rights of other contractors or workmen. The contractor shall keep in touch with the entire operation and install his/her equipment promptly.
70. Installation shall also include the furnishings of any rigging necessary to move equipment into the buildings; also the removal and resetting of any removable windows used for moving equipment into building.
71. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
72. All materials used in installation shall be of the highest quality and shall be free from all defects which would mar the appearance of the equipment or render it structurally unsound.
73. Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he/she or his/her workmen are responsible.

SAVINGS CLAUSE

74. The contractor shall not be responsible for any losses resulting from his/her failure to perform properly, if such failure was due to causes beyond his/her control and without his/her fault or negligence, including but not restricted to acts of God, wars, acts of public enemies, strikes, fires and floods, provided that the contractor shall within ten (10) days from the beginning of any such delay, notify the Purchasing Manager, in writing, of the cause of such delay.

75. The terms, conditions and requirements set forth in these General Specifications shall be binding upon bidders and contractors submitting bids or furnishing materials in connection with proposals received or contracts awarded by the County pursuant to rules and regulations promulgated by the Purchasing Manager of the Monroe County Division of Purchasing and Central Services.