



# City of Roanoke Invitation for Bid

Date: August 22, 2008

Bid Number: <b>09-08-02</b>		Bid Opening Date: <b>September 19, 2008</b>		
<b>Automatic Standby Diesel Generator</b>		Bid Opening Time: <b>2:00 p.m.</b>		
Legal Name of Bidder:				
Mailing Address:				
Terms:				
Delivery: <b>12 WEEKS FROM PURCHASE ORDER DATE</b>				
Phone:		Fax:		E-mail:
Acknowledge each addendum received:	# Date	# Date	# Date	# Date
Printed name of authorized person submitting Bid:				
Signature:			Date:	
Issued by:	City of Roanoke Purchasing Division Noel C. Taylor Municipal Building 215 Church Ave SW, Room 202 Roanoke, VA 24011		Sharon T. Gentry, Purchasing Manager Phone: 540-853-2871 Fax: 540-853-1513 Email: Sharon.gentry@roanokeva.gov	

THIS PUBLIC BODY DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS

**No Bid may be withdrawn within a period of sixty (60) days after Bid opening except for clerical errors, as set forth in part (i) of Section 2.2-4330(A), Virginia Code, 1950, as amended.**

**The City reserves the right to cancel or reject any or all Bids and to waive any informalities in any Bid.**

- This Invitation for Bid consists of these parts:
1. All Sections of the Invitation for Bid.
  2. Bid Form (Attachment A).
  3. Detailed Specifications (Attachment B).
  4. Terms and Conditions (Attachment C).

**CITY OF ROANOKE, VIRGINIA  
INVITATION FOR BID NO. 09-08-02**

**SECTION 1. PURPOSE.**

The purpose of this Invitation for Bid (IFB) is the procurement of a NEW Automatic Standby Diesel Generator for use at 1802 Courtland Road, SE, Roanoke, VA. Such generator shall meet the standards of a Cummins 450 DFEJ rated for 450 kW at 0.8 PF, 60 Hz, 3 phase, 4 wire, 208Y/120 volts capable for continuous standby, or of a substitute Generator of equal or better quality. The City of Roanoke invites any qualified Bidder to respond to this IFB by submitting a Bid for such work, service, and/or items consistent with the terms and conditions herein set forth. The use of the brand does not restrict bidders to the specific brand or manufacturer named. Any item which the City, in its sole discretion, determines to be the substitution equal of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, may be accepted by the City.

No substitution will be considered unless a written request for approval has been submitted by the bidder and has been received by the Purchasing Manager at least ten (10) calendar days prior to the date for receipt of bids. Each such request shall include the name of the equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary or required by the Purchasing Manager for an evaluation. A statement setting forth any changes in other material, equipment, or work that incorporation of the substitute would require shall be included. The burden of proof of merit of the proposed substitute is upon the bidder.

**SECTION 2. BACKGROUND.**

**NOT USED.**

**SECTION 3. ITEM REQUIRED.**

A description and/or listing of the services and/or items the bidder will be required to provide to the City under this IFB are those that are set forth below and/or referred to in any way in the purchase order, any terms and conditions, and/or any attachments referred to in this IFB. Each Bidder should carefully read and review all such documents.

**The information listed below, and in Attachment B, is used to convey the quality of the equipment desired. The use of the brand does not restrict bidders to the specific brand or manufacturer named. Any item which the City, in its sole discretion, determines to be the substitution of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended shall be accepted.**

**One (1) NEW Cummins (brand name or equal substitution) 450 DFEJ rated for 450 kW at 0.8 PF, 60 Hz, 3 phase, 4 wire, 208Y/120 volts capable for continuous standby basis.**

**SEE ATTACHMENT B FOR COMPLETE SPECIFICATIONS.**

No substitution will be considered unless a written request for approval has been submitted by the bidder and has been received by the Purchasing Manager at least ten (10) calendar days prior to the

date for receipt of bids. Each such request shall include the name of the equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary or required by the Purchasing Manager for an evaluation. A statement setting forth any changes in other material, equipment, or work that incorporation of the substitute would require shall be included. The burden of proof of merit of the proposed substitute is upon the bidder.

**Approval of Substitution:** The City Purchasing Manager's decision of approval or disapproval of a proposed substitution shall be in her sole discretion and shall be final. If the Purchasing Manager approves any proposed substitution, such approval will be set forth in an addendum issued to all recorded bidders. Bidders shall not rely on approvals made in any other manner.

**DELIVERY SHALL BE NO LATER THAN 12 WEEKS FROM PURCHASE ORDER DATE TO:  
1802 COURTLAND ROAD, SE  
ROANOKE, VA 24012**

**SECTION 4. NOT USED.**

**SECTION 5. NOT USED.**

**SECTION 6. PAYMENT FOR SERVICES.**

Payment(s) to the Successful Bidder shall be made in accordance with the provisions of the resultant purchase order, subject to final approval by the City.

**SECTION 7. GENERAL INSTRUCTIONS TO BIDDERS.**

- A. Sealed Bids, to be considered, must be received by the City of Roanoke in the Purchasing Division, 215 Church Avenue, S.W., Noel C. Taylor Municipal Building, Room 202, Roanoke, Virginia 24011, at or before 2:00 p.m., local time, on September 19, 2008, at which time all Bids received will be publicly opened and read. Bids received after 2:00 p.m. will not be accepted or considered. The time of receipt shall be determined by the time clock stamp in the Purchasing Office, or if it is not working, such time shall be determined by the Purchasing official who is to open the Bids. The IFB and related documents may be obtained during normal business hours from the Purchasing Division (540) 853-2871, or from the City web site at [www.roanokeva.gov/purchasing](http://www.roanokeva.gov/purchasing) ... Current Bid/RFP Request.

The sealed envelope shall be clearly marked on the front of that envelope with the notation and completed information as follow:

**“IFB# 09-08-02. Opening Date: SEPTEMBER 19, 2008, Time: 2 PM”.**

**FAXED OR E-MAILED BIDS ARE NOT ACCEPTABLE.**

- B. **If you download this IFB from the City website, and intend to submit a Bid, you must notify Purchasing that you should be added to the list of entities having received a copy of the IFB and want to receive any addenda issued. The City is not responsible for any IFB obtained from any source other than the City, and may not accept Bids**

**from those who download this IFB and fail to notify the City of their intent to submit a Bid. Contact Purchasing by phone at 540.853.2871, by fax at 540.853.1513 or by email at Sharon.gentry@roanokeva.gov.**

- C. Payment terms and delivery date(s) must be shown on the submitted Bid, if applicable.
- D. All Bids are to be submitted in accordance with all terms, conditions, rules, regulations, requirements and specifications identified in and by this IFB.
- E. Bids are to be on the Form as provided with or as otherwise specified in this IFB. If a Bid Form is provided, no changes are to be made to the Bid Form. Any changes to Bid amounts must be initialed.
- F. All Bids shall be signed by a person on behalf of the responding Bidder who is appropriately authorized to do so. The printed name of that authorized person should be shown as well. Any Bid submitted should be in the complete legal name of the Bidder responding. No Bid will be considered from any Bidder not properly licensed as may be required by law.
- G. Bids that have been appropriately opened cannot be changed, adjusted, corrected or modified in any way other than complete withdrawal. The City's procedures for withdrawal of bids (whether construction or other than construction) is that set forth in Code of Virginia, §2.2-4330(A)(i), which allows withdrawal of a Bid due to an error such as an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the Bid. Withdrawal must be requested within two days of the Bid opening by delivering to the City original work papers, documents, and materials used in preparation of the Bid.
- H. All Bids, appropriately received, will be evaluated by considering the requirements set forth in the IFB, the quality, workmanship, economy of operation, suitability for intended purpose, delivery, payment terms and price of product or service being requested in this Bid.
- I. Bids are to be submitted on the type, brand, make, and/or kind of product and/or service requested or its approved substitution, to be solely determined by the City, unless otherwise specified. Should a Bid be for a product and/or service as a substitution, the name, make, model and type of that which is being Bid must be clearly stated. The Bid must also be accompanied by descriptive literature of the product or service Bid to allow for evaluation. Failure to provide this information may result in the Bid being considered non-responsive and may not be considered.
- J. If an award is made for the item(s) and/or services requested, a notice of award will be made which will be posted to a file in the City's Purchasing Division, Room 202, telephone no. 540-853-2871, and notification of such award will be made available for Public view in the lobby of the Noel C. Taylor Municipal Building, 215 Church Ave., S.W., Roanoke, VA. 24011. Purchase Orders, when awarded to the Successful Bidder, will be issued and sent to the address shown on the Bidder's Bid response. Upon completion of the Purchase Order, payment will be made only to the Successful Bidder at the address as shown on the Purchase Order. If the remittance address is other than the address on the Bid, it must be

clearly noted and explained in the Bid. Purchase Order(s) will be paid only when the items and/or services have been supplied to and approved by the City.

- K. All items, identified in this IFB, are to be quoted and provided **F.O.B. DESTINATION-DELIVERY**, unless otherwise stated in this IFB. All furniture items, if any, are to be put together and set in place.
- L. The City reserves the right to cancel this IFB or reject any or all Bids, to waive any informalities in any Bid and to purchase any whole or part of the items and/ or services listed in the IFB.
- M. Each Bidder is to notify in writing the Purchasing Division if any of Bidder's owners, officers, employees, or agents, or their immediate family members, is currently or has been in the past year, an employee of the City of Roanoke or has any responsibility or authority with the City that might affect the procurement transaction or any claim resulting therefrom. If so, please provide the Purchasing Division with the complete name and address of each such person and their connection to the City of Roanoke. Each Bidder is advised that the Ethics in Public Contracting and Conflicts of Interests Act of the Code of Virginia, as set forth in this IFB, apply to this IFB. Such information should be provided in writing before the Bid opening date or may also be provided with the Bid response.
- N. The attention of each Bidder is directed to VA Code Sections 54.1-1100 et seq. which requires certain licenses for contractors, tradesmen and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Each Bidder shall so state on the Bid Form, or in its response, if no Bid Form is provided, whether it has a VA license under such sections and, if so, the type of license and/or license number. Failure to include this information may result in the Bid being rejected as non-responsive.
- O. **Bid Submittals shall include:**
  - 1. Page 1, Invitation for Bid
  - 2. Page 10, The Bid Form (Attachment A)
  - 3. Bid Bond, if bid amount is \$100,000.00 or more.

**Failure to do so will result in the Bid being determined as non-responsive.**

Questions or concerns may be addressed by contacting the Purchasing Division at (540) 853-2871.

Reply To:

**City of Roanoke Purchasing Division  
Noel C. Taylor Municipal Building  
215 Church Avenue SW, Room 202  
Roanoke, Virginia 24011**

- P. Ethics in Public Contracting. The provisions, requirements, and prohibitions as contained in Sections 2.2-4367 through 2.2-4377, of the Virginia Code, pertaining to bidders, offerors, contractors, and subcontractors are applicable to this IFB.
- Q. Conflict of Interests Act. The provisions, requirements, and prohibitions as contained

in Sections 2.2-3100, et seq., of the Virginia Code are applicable to this IFB.

- R. The procurement provisions of the Code of the City of Roanoke (1979), as amended, Sections 23.2-1, et seq., as well as the City Procurement Manual, apply to this IFB, unless specifically modified herein. The City's Procurement Manual can be reviewed at the Purchasing office.
- S. The City may request additional information, clarification, or presentations from any of the Bidders after review of the Bids received.
- T. The City is not liable for any costs incurred by any Bidder in connection with this IFB or any response by any Bidder to this IFB. The expenses incurred by a Bidder in the preparation, submission, and presentation of the Bid are the sole responsibility of the Bidder and may not be charged to the City.
- U. Technical questions regarding the specifications or items required, under this IFB may be directed to Sharon Gentry, Purchasing Manager, at 540-853-2871, or faxed to 540-853-1513.
- V. Each Bidder is required to state if it has ever been debarred by any federal, state, or local government. If so, please give the details of each such matter and include this information with Bidder's response.

## **SECTION 8. MISCELLANEOUS.**

- A. Ownership of all data, materials, and documentation originated and prepared for the City pursuant to the IFB shall belong exclusively to the City and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. The trade secrets or proprietary information submitted by the Bidder shall not be subject to public disclosure under the *Freedom of Information Act*, unless otherwise required by law or a court. **However, the Bidder must invoke the protection of Section 2.2-4342(F) of the Code of Virginia, in writing, either before or at the time the data or other material is submitted.** The written notice must SPECIFICALLY identify the data or materials to be protected and state the reason why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary, or trade secrets, is NOT ACCEPTABLE and may result in REJECTION of the Bid.
- B. Any interpretation, correction, or change of the IFB will be made by an addendum. Interpretations, corrections or changes of this IFB made in any other manner will not be binding and Bidders must not rely upon such interpretations, corrections, or changes. The City of Roanoke Purchasing Division will issue Addenda. Addenda will be faxed or mailed to all who are listed as having received the IFB package.
- C. No Bidder shall confer on any public employee having official responsibility for a purchasing transaction any payment, loan, subscription, advance, deposit or money, service, or anything of more than nominal value, present or promised, unless consideration of substantially substitution or greater value is exchanged.

- D. The City may make investigations to determine the ability of the Bidder to perform the work and/or provide the services and/or items as described in this IFB. The City of Roanoke reserves the right to reject any Bid if the Bidder fails to satisfy the City of Roanoke that it is qualified to carry out the obligations and requirements requested in this IFB.
- E. The Successful Bidder must comply with the nondiscrimination provisions of Virginia Code Section 2.2-4311, which are incorporated herein by reference.
- F. The Successful Bidder must comply with the drug-free workplace provisions of Virginia Code Section 2.2-4312, which are incorporated herein by reference.
- G. It is the policy of the City of Roanoke to maximize participation by minority and women owned and small business enterprises in all aspects of City contracting opportunities.
- H. The Successful Bidder shall comply with all applicable City, State, and Federal laws, codes, provisions, and regulations.
- I. Providers of any outside services and/or items shall be subject to the same conditions and requirements as the Successful Bidder in regards to law, code, or regulation compliance. The City reserves the right of approval for any subcontract work, including the costs thereof.

## **SECTION 9. EVALUATION FOR LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

To determine the lowest responsive and responsible Bidder with respect to this Bid, the following factors, among such others as will protect and preserve the interest of the City may be considered:

- A. Total extended Bid price as set forth on the Bid Form.
- B. The specified terms and discounts, if any, of the Bid;
- C. The ability, capacity and skill of the Bidder to perform the contract and/or provide the services and/or items required;
- D. Whether the Bidder can perform the Contract and/or perform the services and/or provide the items promptly, or within the time specified, without delay or interference;
- E. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- F. The quality of performance on previous contracts or services;
- G. The previous and existing compliance by the Bidder with laws and ordinances relating to other contracts, purchase orders, items and/or services provided by Bidder in other matters.
- H. The equipment and facilities available to the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;
- I. The sufficiency of the financial resources and ability of the Bidder to perform the Contract and/or provide the services and/or items requested in the IFB;.
- J. The quality, availability, and adaptability of the supplies, materials, equipment and/or services the Bidder can provide for the particular use and/or work requested in the IFB;
- K. The ability of the Bidder to provide future maintenance, parts, and service for the items requested in the IFB;

## **SECTION 10. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE.**

Successful Bidder, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the life of the resulting Contract the insurance policies and/or bonds required. Any required insurance policies and/or bonds shall be effective prior to the beginning of any work or other performance by successful Bidder, or any of its subcontractors, under any resultant Contract. The

policies and coverages required are those as may be referred to in the sample contract and/or the terms and conditions attached to this IFB, but shall include workers' compensation coverage regardless of the number of employees, unless otherwise approved by the City's Risk Manager.

### **SECTION 11. NEGOTIATIONS WITH LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.**

If the Bid by the lowest responsive and responsible Bidder exceeds available funds, the City reserves the right to negotiate with the apparent low Bidder pursuant to §2.2-4318 Code of Virginia. The conditions and procedures under which such negotiation may be undertaken are that the appropriate City officials shall determine that the lowest responsive and responsible Bid exceeds available funds and notify such Bidder in writing of its desire to negotiate. Thereafter, negotiations with the apparent low Bidder may be held to obtain a contract within available funds involving discussions of reduction of quantity, quality, or other cost saving mechanisms. Any such negotiated contract shall be subject to final approval of the City, in the sole discretion of the City.

### **SECTION 12. BID SECURITY**

Each bid of \$100,000 or more must be accompanied by a Bid Security in an amount equal to five (5%) percent of the maximum possible bid price in accordance with Sections 2.2-4336 and 4338 of the Code of Virginia. The Bid Security shall be furnished in one of the following forms:

- a. Bid Bond made payable to the City of Roanoke and properly executed by the bidder as Principal and a Corporate Surety authorized to transact business in the Commonwealth of Virginia. Attorneys-in-fact who execute Bid Bonds must file with the bond a certified copy of their Power of Attorney.
- b. Certified Check or cash deposited with the City of Roanoke Treasurer in the face amount required for the Bid Security and made payable to the City of Roanoke.
- c. Personal Bond or Letter of Credit issued by an authorized financial institution in the face amount required for the Bid Security, made payable to the City of Roanoke. These forms of security shall be submitted for review and must be approved by the City Attorney, in his sole discretion, at least three (3) working days prior to receipt of bids. Approval will be based upon a determination that the form of security offered will adequately protect the interests of the City as equivalent to a corporate surety's bond.

### **SECTION 13. BID AWARD.**

If an award of a Contract/Purchase Order is made, it will be made to the lowest responsive and responsible Bidder and notice of the award or the intent to award will be made by posting a notice of such award or announcement in the foyer area of the 2<sup>nd</sup> Floor of the Noel C. Taylor Municipal Building at 215 Church Avenue, S.W., Roanoke, Virginia 24011.

### **SECTION 14. FAITH BASED ORGANIZATIONS.**

Pursuant to Virginia Code Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.

### **SECTION 15. HOLD HARMLESS AND INDEMNITY.**

Successful Bidder shall indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Successful Bidder's or its employees, agents, or subcontractors actions, activities, or omissions, negligent or otherwise, on or near City's property or arising in any way out of or resulting from any of the work or items to be provided under the Contract, and this includes, without limitation, any fines or penalties, violations of federal, state, or local laws or regulations, personal injury, wrongful death, or property damage claims or suits. Successful Bidder agrees to and shall protect, indemnify, and hold harmless all the parties referred to above from any and all demands for fees, claims, suits, actions, causes of action, settlement or judgments based on the alleged or actual infringement or violation of any copyright, trademark, patent, invention, article, arrangement, or other apparatus that may be used in the performance of the Contract.

#### **SECTION 16. PROTESTS.**

Any Bidder who wishes to protest or object to any award made or other decisions Pursuant to this IFB may do so only in accordance with the provisions of Sections 2.2-4357, 4358, 4359, 4360, 4363, and 4364 of the Code of Virginia, and only if such is provided for in such Code section.

#### **SECTION 17. COOPERATIVE PROCUREMENT.**

The procurement of goods and/or services provided for in this Contract is being conducted pursuant to Virginia Code Section 2.2-4304. **Therefore, the Contractor agrees that it will contract with Roanoke County, City of Salem, Town of Vinton, or any other public agency or body in the Western Virginia Area within 60 miles of the City of Roanoke who so desires, to permit those public agencies or bodies to purchase such goods and/or services at contract prices, in accordance with the terms, conditions, and specifications of this procurement.** The Contractor shall deal directly with each public agency or body seeking to obtain any goods and/or services pursuant to this Contract or from this procurement and in accordance with Virginia Code Section 2.2-4304. The City of Roanoke shall not be responsible or liable for any costs, expenses, or any other matters of any type to either the Contractor or the public agency or body seeking to obtain any goods and/or services pursuant to this cooperative procurement provision.

#### **SECTION 18. INFORMATION ON CONTRACT/PURCHASE ORDER TO BE AWARDED.**

The Terms and Conditions marked as Attachment C to IFB No. 09-08-05 contains Terms and Conditions that the City plans to include in any contract/purchase order that may be awarded, but such Terms and Conditions may be added to, deleted, or modified as may be agreed to between the City and the Successful Bidder. However, if a Bidder has any objections to any of the Terms or Conditions set forth in the such Attachment or any changes or additions thereto that the Bidder wants to discuss before submitting a bid, the Bidder should set forth such objections, changes, or additions in written correspondence to the Purchasing Division at least five (5) days before the bid opening date for this IFB. Otherwise, submission of a bid by a Bidder will obligate such Bidder, if it is the Successful Bidder, to enter into a contract/purchase order containing the same or substantially similar Terms and Conditions as contained in such Attachment, and to comply with such Terms and Conditions. Also, such Terms and Conditions, together with the requirements of this IFB, shall be deemed to be a part of any resultant Contract/Purchase Order that may be issued by the City to the Successful Bidder.

ATTACHMENT A

To

IFB #09-08-02

**BID FORM – MUST BE SUBMITTED WITH PAGE 1 IN ORDER TO BE CONSIDERED!**

One (1)	NEW Automatic Standby Generator Per specifications set forth in the Invitation for Bid	<p style="text-align: center;">Bid Price</p> <hr/> <p style="text-align: center;">Price shall include delivery</p>
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Delivery date shall be 12 Weeks from the date of any resulting Purchase Order.

\*Delivery address is 1802 Courtland Road, NE, Roanoke, VA 24012

Bids containing any conditions, omissions, unexplained erasures, alterations or items not called for in the bid, or irregularities of any kind, may be rejected by the City as being nonresponsive. No changes are to be made to the Bid Form. Any changes to a Bid Amount must be initialed by the person signing the Bid Form.

The attention of each Bidder is directed to VA Code sections 54.1-1100, et seq. which requires certain licenses for contractors, tradesmen, and others. Each Bidder is required to determine which license, if any, it is required to have under such sections. Complete the following:

Bidder \_\_\_ does have \_\_\_ does not have a Virginia Contractor’s License. (Check appropriate block)

If Bidder has a Virginia Contractor’s License, circle the class Bidder has and list the number. Licensed “Class A”, “Class B”, or “Class C” Virginia Contractor Number \_\_\_\_\_

If Bidder has another type of Virginia License, please list the type and number:

Type of license \_\_\_\_\_ and number: \_\_\_\_\_.

Bidder is a \_\_\_ resident or \_\_\_ nonresident of Virginia. (Check appropriate blank. See VA Code Sections 54.1-1100, et seq.

The undersigned hereby agrees, if this Bid is accepted by the City, to provide the services and/or items in accordance with this Invitation for Bid and to execute a contract for such services and/or items.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print or Type Name and Title

## ATTACHMENT B

To

IFB #09-08-02

### DETAILED SPECIFICATIONS FOR AUTOMATIC STANDY GENERATOR

- Factory built, prototype tested, production tested, field tested, complete and operable standby emergency electric generating system.
- Materials and equipment shall be new and current, delivered to the site completely wired, tested, and ready for installation.
- An engine-generator set rated 450.0 kW.
- Engine-generator control console resiliently mounted on the generating set shall include complete engine start-stop control and monitoring system.
- Starting batteries with battery charger for the engine-generator set.
- Mounted and loose accessories and control devices.
- City prefers the manufacturer have a representative within 75 miles who can provide factory trained servicemen, and stock of replacement parts, and technical assistance.
- The responsibility for performance to this specification includes the entire generating set and complete engine start-stop control and monitoring system.
- All controls shall be the standard of the manufacturer.
- Control parts shall be identified by part numbers of this manufacturer and shall have a second source listing where applicable.
- The manufacturer shall have printed literature and brochures describing the standard series specified (not a one of a kind fabrication).
- Performance information shall be the result of test procedures in accordance with nationally recognized standards, plus such other procedures that are judged necessary by the manufacturer to insure maximum service reliability for emergency systems. A summary of this information shall be available upon request.

#### Testing:

- **Four separate series of tests shall be performed:**
- Factory Prototype
- Model Tests,
- Factory Production Model Tests, and
- Field Tests.

#### Production Model:

Before shipment of the equipment, the engine-generator sets shall be tested under rated load and power factor for performance and proper functioning of control and interfacing circuits.

## **ENGINE GENERATOR SET:**

### **General:**

This system shall include an engine-generator set as represented in the published specifications for that model. The set shall be or represent the quality, workmanship, economy of operation and suitability for the purpose intended of a Cummins 450 DFEJ rated for 450 kW at 0.8 PF, 60 Hz, 3 phase, 4 wire, 208Y/120 volts on a continuous standby basis. Engine-generator set shall be mounted on a heavy duty steel base to maintain proper alignment between components. Set shall incorporate vibration isolators of the type and quantity as specified by the set manufacturer.

### **Engine:**

Engine shall be stationary, liquid-cooled, diesel for use with number 2 diesel fuel. Design shall be four cycle. Engine shall be capable of driving the generator of this rating on a continuous standby basis for the duration of normal source interruptions. Fuel injection and valves shall not require adjustment while in service. Engine shall be arranged for direct connection to an alternating current generator.

Engine components shall include the following:

- A 12 volt DC, solenoid electric starter as required by manufacturer.
- Positive displacement, mechanical full pressure lubrication oil pump, full flow lubrication oil filters with replaceable elements and dipstick oil level indicator.
- Fuel filter with replaceable element, and an engine driven mechanical positive displacement fuel pump, mounted on the engine. Replaceable dry element air cleaner.
- Engine speed isochronous electronic governing system to control alternator frequency within 0.25% of rated frequency under steady state load conditions, and capable of parallel operation with load sharing controls.
- Engine protection devices shall have sensing elements located on the engine to initiate the following preliminary alarms and engine shutdowns:
  - a. low coolant temperature alarm
  - b. low lubrication oil pressure alarm
  - c. high coolant temperature alarm
  - d. low lubrication oil pressure shutdown
  - e. high coolant temperature shutdown
  - f. over-speed shutdown
  - g. over-crank lockout
- Provide low coolant shutdown, which shall activate high engine temperature lamp and shutdown.
- Battery charging alternator, 12 volt DC, with solid-state voltage regulator.
- Engine mounted thermostatically controlled water jacket heater for the engine to aid in quick starting. Heater shall be rated 800 watts, 120 volts, single phase, 60 Hz.
- Contractor shall provide proper branch circuit from normal utility power source as required. Coordinate location of power source (spare breakers that are available) with owners representative.

### **Engine cooling system:**

Engine shall be radiator cooled by engine mounted radiator system including belt-driven pusher fan, coolant pump, and thermostat temperature control. Performance of components shall be as required by set manufacturer. The contractor shall provide ethylene glycol antifreeze solution to fill engine cooling system.

### **Engine Exhaust System:**

Exhaust muffler(s) shall be provided for the engine of size(s) as recommended by manufacturer. Muffler(s) shall be of the critical type. Contractor shall mount muffler so its weight is not supported by the engine.

Flexible exhaust connection(s) shall be provided as required for connection between engine exhaust manifold and exhaust line, in compliance with applicable codes and regulations.

Provide an exhaust condensation trap with manual drain valve to trap and drain off exhaust condensation and to prevent condensation from entering the engine. Provide a suitable rain cap at the stack outlet. Provide all necessary flanges and special fittings, etc., for proper installation.

Contractor shall mount and install all exhaust components as shown on drawings and as required to comply with applicable codes and regulations. All components shall be properly sized to assure proper operation without excessive back pressure when installed as shown on drawings. Make provision as required for pipe expansion and contraction.

### **Engine Fuel System:**

Contractor shall provide all fuel system piping, which shall be black iron pipe and shall be sized as required for proper fuel flow to engine(s). Provide connections for connecting fuel system to engine in compliance with applicable codes and regulations.

Contractor shall provide an integral sub-base fuel storage tank, gauges, valves, tank filler fittings, tank vent fittings, tank float and necessary items to comply with applicable codes and regulations.

Tanks shall not be galvanized.

The tank shall be 360 degrees double wall construction and carry a UL label for above ground service. The tank coating shall be a coal-tar epoxy coating designed for exterior and interior exposure and corrosion resistance to petroleum products and atmospheric conditions. Provisions shall be incorporated to allow future interstitial monitoring. The tank shall be factory installed as part of the mounting base and shall provide a minimum storage capacity equal to twentyfour (24) hours of unit running time at rated full load. Tanks shall be retested at the job site before being put into service.

Motor driven fuel pump(s), shall be provided of sufficient lift and capacity to deliver fuel in excess of maximum fuel consumption rate of engine from the storage tank.

A low fuel supply sensing device shall be installed on the fuel tank. The sensing device shall be adjusted to signal low fuel level when the tank contains less than a three (3) hour supply. The three hour supply level shall be as recommended by the manufacturer of the engine-generator set.

Generator shall be single-bearing, self-aligning, four-pole, synchronous type, revolving field, with amortisseur windings, with direct drive, centrifugal blower for proper cooling and minimum noise, with temperature compensated solid-state voltage regulator, with brushless rotating rectifier exciter system. No brushes will be allowed.

Generator shall be directly connected to engine flywheel housing and driven through a flexible coupling to insure permanent alignment; gear driven generators are not acceptable under this specification. Insulation shall meet NEMA standards for Class F. The maximum temperature rise shall not exceed 100 degrees C at 40 degrees C ambient. Generator design shall prevent potentially damaging shaft currents. The three-phase, broad range, re-connectible generator shall have 12 leads brought out to allow connection by user to obtain any of the available voltages for the unit.

Voltage regulator shall be solid-state design and shall function by controlling the exciter magnetic field between stator and rotor to provide no load to full load regulation of rated voltage within 2% during steady-state conditions. The engine-generator set and regulator must sustain at least 250% of rated load at near zero power factor connected to its terminal.

The voltage regulator shall be of a design type that is insensitive to severe load induced waveshape distortion from SCR or thyristor circuits such as those used in battery charging (UPS) and motor speed control equipment loads.

All other performance criteria shall be equal to the specified equipment. A rheostat shall provide a minimum of 5% voltage adjustment from rated value.

The generator, exciter, and voltage regulator shall be designed and manufactured by the engine-generator set manufacturer so that the characteristics shall be matched to the torque curve of the prime mover. This design allows the prime mover to use its fullest power producing capacity (without exceeding it or over compensating) at speeds lower than rated, to transient speed dips. A system that routinely selects a linear-type (straight line) constant volts/hertz characteristics, will not meet this specification.

Exciter shall be three-phase, full-wave, rectified, with heavy-duty silicon diodes mounted on the common rotor shaft and sized for maximum motor starting loads. Systems using three-wire solid-state control elements (such as transistors or SCR's) rotating on the rotor shall not be acceptable.

Generator design shall be of the self-protecting type. All other generator performance criteria shall be equal to that of the specified equipment.

Generator mounted circuit breakers shall be as shown on drawings. Breakers are to be mounted on the unit within the weather proof enclosure.

## Engine-Generator Set Control Console:

Provide a lighted, unit mounted control console that is factory built, wired, tested, and shock-mounted by the generator manufacturer. Control console shall be a rigid metal enclosure, mounted on the generator end of the set, containing all devices as specified herein, shown on the drawings, and as required for described functions. Control console shall include a control section, control panel, and cable termination box. Hinged, front opening doors shall provide required access to all components; removable top and side panels shall provide required access to load cable entry and terminations.

Control wire shall have termination identification on each wire for ease of tracing. Terminal blocks for control wires which run between generator set controls shall have identical terminations on both ends. Identification shall be provided for each device or function and shall be silkscreened white on a background. Metal enclosures shall be chemically treated and painted manufacturer's standard color with black control panels.

Engine-generator set control shall include the following:

- a. 12 volt DC engine monitor including oil pressure gauge, coolant temperature gauge, charge rate ammeter and running time meter.
- b. A manual selector switch providing three control positions, RUN-STOPAUTOMATIC shall be included on the console. The RUN position shall permit the engine to be started locally at the set; the STOP position shall inhibit engine operation; AUTOMATIC position allows starting from transfer switch equipment.
- c. The control console shall complete start-stop-remote, two-wire, and 12 volt DC controls which start the engine on closing contact, and stop the engine on opening contact.
- d. Two independent systems shall be provided to disconnect the starting circuit upon the engine starting. The design shall provide for proper operation if either of these systems malfunctions.
- e. The control shall provide for automatic engine shut down for the following fault conditions;

Over-crank

Over-speed

Low oil pressure

High engine temperature

- f. Indicator lamps shall be provided to signal the following functions:

RUN- indicates start disconnect

FAULT- indicates Over-crank, Over-speed, High Coolant Temperature, or low Oil Pressure

PRE-LOW OIL PRESSURE- indicates oil pressure is marginally low

PRE-HIGH ENGINE TEMPERATURE- indicates engine temperature is marginally high

LOW OIL PRESSURE- indicates engine has shutdown because of critically low oil pressure

HIGH ENGINE TEMPERATURE- indicates engine has shutdown because of critically high temperature

OVERSPEED- indicates engine has shutdown because of excessive r/min

OVERCRANK- indicates the starter has been locked out because cranking time was excessive

LOW ENGINE TEMPERATURE- indicates engine temperature is marginally low for starting

LOW FUEL- indicates fuel supply is marginally low

SWITCH OFF(flashing)- indicates control switch is in the "STOP" position

- g. A fault reset switch shall be provided to clear fault indications and allow restarting of the engine after shutdown faults. The control design shall be such that the fault indication shall remain until reset. The fault indicator memory shall not be dependent on the presence of either A-C or D-C voltage and shall retain the fault status memory even through complete removal and replacement of the starting batteries. The fault reset function shall operate only when the RUNSTOP-REMOTE switch is in the STOP position.
- h. A potentiometer shall be provided to adjust the voltage 5% from rated value.
- i. Manual reset exciter field circuit breaker.
- j. Provide relay contacts (negative ground) for remote indication alarms and shutdowns.
- k. A locking screwdriver type potentiometer (electronic governor) shall be provided to adjust the speed 2% from rated value.
- l. AC voltmeter, 250 degree scale, 4-1/2" (114.3mm) flange, 1% switchboard meter.
- m. AC ammeter, 250 degree scale, 4-1/2" (114.3mm) flange, 1% switchboard meter.
- n. Four position ammeter phase selector switch to read line current in each phase with off position.
- o. Frequency meter 55-65 Hz, 250 degree scale, 4-1/2" (114.3mm) flange, 1% switchboard meter.
- p. Running time meter, 4-1/2" (88.9mm) flange, for 9,999.9 maximum reading in hours.
- q. Output line voltage circuit breaker, thermal-magnetic, molded-case type sized per the manufacturer's recommendations.

#### **OUTDOOR WEATHER-PROTECTIVE SOUND ATTENUATING HOUSING:**

The generator set shall be provided with a sound-attenuated housing Cummins Level 2 Sound Attenuated Package (brand name or substitution) which allows the generator set to operate at full rated load in the ambient conditions previously specified. The enclosure shall reduce the sound level

of the generator set while operating at full rated load to a maximum of 73 dBA at any location 7 meters from the generator set in a free field environment. Housing configuration and materials used may be of any suitable design which meets application needs, except that acoustical materials used shall be oil and water resistant. No foam materials shall be used unless they can be demonstrated to have the same durability and life as fiberglass.

The enclosure shall include hinged doors for access to both sides of the engine and alternator, and the control equipment. Key-locking and padlockable door latches shall be provided for all doors. Door hinges shall be stainless steel.

The enclosure shall be provided with an exhaust silencer which is mounted inside of the

enclosure, and allows the generator set package to meet specified sound level requirements. Silencer and exhaust shall include a rain cap and rain shield.

All sheet metal shall be primed for corrosion protection and finish painted with the manufacturers standard color.

All surfaces of all metal parts shall be primed and painted. Painting of hoses, clamps, wiring harnesses, and other non-metallic service parts shall not be acceptable. Fasteners used shall be corrosion resistant, and designed to minimize marring of the painted surface when removed for normal installation or service work.

### **AUXILIARY EQUIPMENT:**

**Starting Battery:** A battery shall be supplied for the engine and shall be mounted in a battery rack within the engine-generator set skid-base. Battery shall be 12 volt DC and composed of one or more 12 volt, heavy duty, starting lead-acid batteries. All necessary battery cables shall be provided.

Jacket water heater rated for low ambient, 208 V.

### **Battery Charger:**

An SCR voltage regulated battery charger with a maximum charge rate of six (6) amp shall be provided for the engine-generator set. Charger shall be (12 volt DC) with float, taper, and equalize charge settings. The charger shall be supplied 120 VAC from the normal source; contractor shall provide circuit as required. The charger shall be mounted within the weatherproof housing.

### **Vibration Isolators:**

The engine-generator set shall be mounted on vibration isolators either internal or external to the set skid-base.

A clock exerciser mounted in the transfer switch shall be furnished to automatically start the engine-generator set at regular intervals and allow it to run for a preset time period, a minimum of 30 minutes per week. The clock shall operate from a 120 VAC, 60 JZ normal power circuit.

A 120 VAC heater with thermostat shall be provided within the engine-generator set control panel to eliminate condensation. Contractor shall provide 120 volt circuit from normal utility source as required.

A weather protective housing shall be provided to enclose the generator system and control console. The enclosure shall be constructed of heavy gauge, reinforced sheet steel and shall attach to the generator's mounting base and radiator cowling. Easy access shall be maintained to all areas through the use of removable and lockable panels on all sides.

### **EXECUTION:**

The complete installation shall be initially started and checked out for operational compliance by factory-trained representative(s) of the engine-generator set manufacturer.

The engine lubrication oil and antifreeze, as recommended by the manufacturer for operation under environmental conditions specified, shall be provided by the enginegenerator set supplier.

### **TESTING:**

The generator set shall be subjected to the following testing at the factory prior to shipment and again after completion of installation and initial start-up. An artificial load bank shall be utilized for both tests. Load bank testing shall be done at 0.8 P.F.

1. The generator shall be started and operated at 25% of rated load for a period not less than ½ hour, after which the load shall be increased to 50% of rated load and operated for the second ½ hour.
2. The load shall then be increased to 100% and held continuously for a period of not less than two (2) hours.
3. After this three hour period of operation, the machine shall be unloaded and allowed to run under no-load conditions for at least 15 minutes. A full 100% load shall then be suddenly applied and held for a period of not less than 15 minutes.
4. The machine shall be loaded and unloaded (at 100%) in this manner for a minimum of three operations, during which the speed load recovery capabilities o the unit shall be observed and reported.
5. A full written report indicating KW output, voltage, current frequency variations shall be given to the Engineer. The Owner's authorized representatives and the manufacturer's representative who shall validate the report.

After generator set installation, the generator set supplier shall conduct a complete operation, basic maintenance, and emergency service seminar for up to 10 persons employed by the facility owner. The seminar shall include instruction on operation of the generator set, normal testing and exercise, adjustments to the control system and emergency operation procedures. The class shall include practical operation with the installed equipment.

Operators and spare parts manuals shall be provided for all system equipment. The manuals shall include outline, interconnection, wiring, and control drawings accurately describing the equipment provided. Provide ladder logic for all programmable logic controllers in the system.

The manufacturer shall maintain model and serial number records of each generator set provided for a minimum of 20 years.

### **WARRANTY:**

The complete standby electric power system shall be warranted for a period of one year from the date of initial start-up. Multiple warranties for individual components (engine, generator, controls, etc.) will not be accepted. Warranty documents must be provided. The warranty shall be detailed and available in written documents.

## ATTACHMENT C

To

IFB #09-08-02

### Terms and Conditions

#### **SECTION 1. JOBSITE APPEARANCE.**

The Contractor expressly undertakes, either directly or through its Subcontractor(s), to clean up all refuse, rubbish, scrap material, and debris caused by its operations. No such refuse, rubbish, scrap material, and debris shall be left on the delivery site, but shall be properly protected and removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.

#### **SECTION 2. PROTECTION ON SITE.**

The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of all persons and property which may come on the site or be affected by the Contractor's operation in connection with the delivery.

#### **SECTION 3. SAFETY AND HEALTH PRECAUTIONS.**

The Contractor shall be solely responsible for initiating, maintaining, and supervising all safety and health precautions and programs in connection with the delivery.

#### **SECTION 4. PROTECTING THE PUBLIC.**

The Contractor shall in all cases protect the public and the Work, during its execution, by posting and maintaining, at its expense, appropriate signs, barricades, barriers, lights, flagmen, and other safety devices in accordance with the most current version of the "Virginia Work Area Protection Manual".

#### **SECTION 5. ONE YEAR WARRANTY.**

The Contractor shall and does warrant and guarantee the Work against defects or deficiencies in the Work and in all material, equipment, and workmanship for a period of one (1) year from the date of Final Acceptance.

#### **SECTION 7. DEFECTIVE WORK.**

The Contractor agrees it shall repair or replace, at Contractor's sole expense, and to the satisfaction of the City's Facility Manager, any work, material, equipment, or part that is found, by the Facility Manager, to be defective.

#### **SECTION 8. WARRANTY EXTENSION.**

In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs, damages, or repairs any work guaranteed under the Contract, it shall restore such work to a condition satisfactory to the City's Facility Manager and

guarantee such restored work to the same extent and for a like additional period of time as it was guaranteed under this Contract.

## **SECTION 9. CORRECTION OF DEFECTS.**

If the Contractor, after notice, fails to proceed promptly, but in no event longer than thirty (30) calendar days after such notice, unless otherwise agreed to by the City's Facility Manager and the City's Purchasing Manager, to comply with the terms of the guarantee and/or correct the Work, the City may have the defects corrected by its own forces or another contractor or another contractor and the Contractor shall be liable for all costs and expenses incurred in doing so.

## **SECTION 10. OWNERSHIP OF MATERIAL AND WORK**

All material and work shall become the property of the City. This provision shall not relieve the Contractor from the responsibility for all material and to maintain all completed work and to repair all damaged work. The Contractor shall not deem payment as a waiver to complete the terms of the Purchase Order or shift the risk of loss from the Contractor to the City. The Contractor warrants that it has good title to all material, equipment, and supplies which it uses in the work or for which it accepts payment in whole or in part.

## **PURCHASE ORDER TERMS AND CONDITIONS**

### **1. Definitions.**

City – City of Roanoke, Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document ( which can include an electronic document) issued by the City to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

### **2. Invoicing.** All invoices shall be sent to: City of Roanoke, Finance Department, Noel C. Taylor Municipal Building, Room 461, 215 Church Avenue SW, Roanoke, VA 24011

### **3. Termination For Default and Convenience.** **A.** If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, the City may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, the City may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to the City resulting from Vendor's default. The City further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, the City may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

**B.** The City may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to the City except for payment for completed items delivered or services rendered to and accepted by the City.

C. The City may exercise the City's right of setoff as to any amounts the City may owe the Vendor. City may require Vendor to transfer title and deliver to the City any or all items produced or procured by Vendor for performance of the work terminated.

4. **Payment.** The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall include all applicable taxes and other charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges. All personal property taxes assessable upon the items prior to the receipt and acceptance by the City of such items shall be borne by Vendor. The City will not be responsible for or pay for any items that may be ordered or received without an authorized Purchase Order number.
5. **Sales Tax Exemption.** The City is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for the City's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.
6. **Compliance with Laws and Regulations.** Vendor agrees to and will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all applicable licensing requirements. The items provided by Vendor will also comply with all such laws, ordinances, and regulations.
7. **Warranty.** Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the City and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia. Further, Vendor warrants that such services shall be completed in accordance with the applicable requirements of this Purchase Order and shall be correct and appropriate for the purposes contemplated in this Purchase Order. Such warranties are in addition to any of the Vendor's other guarantees or obligations under this Purchase Order or that may arise by law. Vendor agrees that Vendor shall repair or replace, at Vendor's sole expense, and to the satisfaction of the City, any items, work, material, equipment, or part of the item that is found by the City to be defective or not in accordance with the terms of this Purchase Order.
8. **Nondiscrimination.** Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.
9. **Drug-Free Workplace .**Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.
10. **Faith-Based Organizations.** Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that the City does not discriminate against faith-based organizations.
11. **Indemnification.** Vendor agrees to indemnify and hold harmless the City and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

12. **Governing Law and Forum Selection.** By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.
13. **Acceptance – Entire Agreement - Modification.** Acceptance of this Purchase Order shall be limited to the terms and conditions contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. City rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of City’s acceptance of or payment for Vendor’s items. The provisions of this Purchase Order, including these terms and conditions, constitute the entire agreement between the parties and no change to or modification of this Purchase Order shall be binding upon City unless signed by an authorized representative of City’s purchasing office. Vendor’s shipment or provision of the items and/or performance of services as called for in this Purchase Order shall constitute acceptance by Vendor of this Purchase Order with its terms and conditions.