



CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE: HYDROGEN AND TRAILER RENTAL

CONTRACT #: 0515-08 (4700006462)

CONTRACT DATES: 07/17/08 – 06/30/10

BUYER: Sharon A. Berndt
PHONE: (585) 753-1110
FAX: (585) 753-1104

VENDOR(S): 111351
FIBA CANNING INC.
ATTN: KEN CANNING, SALES MANAGER
2651 MARKHAM ROAD
TORONTO, ON M1X1M4
PHONE: (416) 299-1142

TERMS AND CONDITIONS

BID ITEM: HYDROGEN AND TRAILER RENTAL

FOR: DEPARTMENT OF ENVIRONMENTAL SERVICES

DEPARTMENT CONTACT: John Hale, (585) 753-7573

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. **COPIES AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Worker's 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.

QUANTITIES: The quantities listed on are the estimated six month requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

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 his 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 the bid to the lowest responsive and responsible bidder, based on the **TOTAL. 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.

CONTRACT TERM:

Contract will start with the date of the contract award and run through **December 31, 2008**, with the option to renew the contract up to nine (9) additional six (6) month periods with the mutual consent of both parties.

PRICE CHANGES:

Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract.**

DELIVERY:

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Initial delivery of loaded trailer must be made within **one (1) week** after receipt of purchase order number. Trailer switchout as stated herein. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

PURCHASE ORDER ISSUANCE:

Delivery of services 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.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER.**

INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.

**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 one (1) year 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.

**SECURITIES AND
INSURANCE:**

Any Certificate of Insurance, Bonds, or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 PM, on that day.

**UNCONTEMPLATED
PURCHASES:**

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT:

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

RELATED ITEMS:

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or his Designee.

**REPORT OF
PURCHASE:**

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered, to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for such contract between the Contractor(s) and any third party.

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.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (8/03)

BP #0515-08
HYDROGEN AND TRAILER RENTAL

1.00 GENERAL

1.01 SUMMARY

- A. Section includes requirements for hydrogen gas system for purpose of fueling hydrogen fuel cell vehicles.
- B. Hydrogen gas system will be located at the Monroe County Scottsville Road Fueling Station, 1157 Scottsville Road, Rochester, NY
- C. Hydrogen gas system will be located within the secure boundary of the Greater Rochester International Airport. The Airport property is secured by gated perimeter fence. Entry to the secure area of the Airport requires badging and vehicle tags, or escort by authorized persons.

1.02 PRODUCTS PROVIDED BY OTHERS

- A. Civil site features provided by others include the following:
 - 1. Concrete pad for piping manifold system
 - 2. Solid surface for tube trailer landing jacks
 - 3. Electrical grounding for piping manifold and tube trailers
 - 4. Distribution piping from manifold system to fuel dispenser
 - 5. Fuel dispenser
 - 6. Perimeter fencing and access gate.

1.03 UNIT PRICES – MEASUREMENT AND PAYMENT

- A. Tube Trailer
 - 1. Method of Measurement: Month
 - 2. Term of Contract: Minimum of 6 months with option to extend up to nine (9) additional 6-month periods with the mutual consent of both parties.
 - 3. Basis of Payment: Includes delivery and removal of trailer, coordination with Owner for access to secure area of Airport, piping manifold, installation and removal of piping manifold, connection from trailer to piping manifold, connection of manifold to distribution piping, leak testing, connection to electrical grounding system, operation and maintenance manuals or literature as necessary, and system demonstration.
- B. Hydrogen Gas
 - 1. Estimated quantity of gas dispensed per week is 8,000 standard cubic feet.
 - 2. Method of Measurement: Standard Cubic Foot
 - 3. Basis of Payment: For each standard cubic foot of hydrogen gas discharged from the tube trailer as determined by difference in pressure displayed at gauge at the tube trailer. Pressure shall be documented at time of delivery and time of removal of each tube trailer.

1.04 PAYMENT PROCEDURES

- A. Payment shall be in accordance with Terms and Conditions of Contract.

1.05 REFERENCES

- A. Society of Automotive Engineers (SAE):
 - 1. SAE J2719: The Hydrogen Quality Guideline for Fuel Cell Vehicles

1.06 DEFINITIONS

- A. Provide: To furnish and install, complete and ready for service.
- B. Owner: Monroe County
- C. Standard Cubic Foot (SCF): One cubic foot of gas measured at 70 degree Fahrenheit at pressure of 14.7 psia, dry.

1.07 RELATED DOCUMENTS

- A. General provisions of Contract, including General Conditions apply to this Section.

1.08 SYSTEM DESCRIPTION

- A. Provide one horizontal tube trailer, piping manifold, manifold vent piping, piping connection between trailer and manifold, piping connection between manifold and distribution piping, and hydrogen gas for fueling of hydrogen fuel cell vehicle.
 - 1. Site features will provide space for two horizontal tube trailers. It is the intent of this specification that one functioning tube trailer be on site at all times during the period of the Contract. The second space is to allow for switch-out of an empty, or near empty trailer with a full, or near full tube trailer.

1.09 SUBMITTALS

- A. Submit the following with bid:
 - 1. Submit process of hydrogen gas production, including generation method and storage, and composition of hydrogen gas.
 - 2. Submit product literature for tube trailer. Include trailer dimensions, tare weight, tube capacity and total trailer capacity in standard cubic feet, and method of measuring pressure of gas contained.
 - 3. Submit product literature for piping manifold including piping layout, valves, fittings, and grounding connection points.
- B. Successful Bidder shall submit the following upon startup of the system:
 - 1. Operation and maintenance manuals and literature as necessary for Owner.
 - 2. Emergency contact person.

1.10 CONTACT PERSON

Dave Butters
Monroe County Department of Environmental Services
Fleet Center
145 Paul Road
Rochester, NY 14624
(585) 753-7571 – Office
(585) 303-6650 – Cell

2.00 PRODUCTS

2.01 TUBE TRAILER

- A. Trailer shall be a horizontal tube trailer designed and registered for transport over public streets and highways. Trailer shall remain the property of the Supplier.
 - 1. Minimum capacity: 80,000 standard cubic feet
 - 2. Maximum capacity: 130,000 standard cubic feet

- B. Pressure of gas contained in trailer:
 - 1. Maximum pressure: 2,700 pounds per square inch at 70 degrees Fahrenheit
 - 2. Minimum pressure: 1,000 pounds per square inch

2.02 HYDROGEN GAS

- A. Gas shall be produced in a manner that results in a gas that conforms to the guidelines of SAE J2719.

2.03 PIPING MANIFOLD

- A. Stainless steel piping and fittings, pressure rated for gas to be dispensed.

3.00 EXECUTION

3.01 EXAMINATION

- A. Examine site prior to delivery and installation of piping manifold and trailer. Confirm that site is prepared and ready for acceptance and installation of hydrogen system. Airport Secure Area access to the area of work will be through secure access Gate 7 and 7A, located on the west side of the Regional Transportation Operations Center Building. Coordinate access with the Owner.

3.02 INSTALLATION

- A. Install piping manifold. Secure base plate to concrete pad. Connect electrical grounding to system. Connect piping manifold to distribution piping and tube trailer. Test system for leaks. Repair any leaks and retest system. Leaks in distribution piping and dispenser are the responsibility of others.

1. Notify owner 48-hours prior to system startup.

3.03 TUBE TRAILER SWITCHOUT

- A. Provide full trailer to replace near-empty trailer when pressure at tube trailer is less than or equal to 1,000 pounds per square inch. Replace Trailer within 96-hours of gauge reading.

3.04 DEMONSTRATION

- A. Provide on-site demonstration of system operation to Owner. Notify Owner 48-hours prior to demonstration.

UNIT PRICE SHEET

ITEM	UNIT PRICE
HYDROGEN	0.0505/scf
TUBE TRAILER(S) RENTAL	4,775.00/month