



OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS NO. 2422

HYDROGEN REFUELING STATION

REQUEST FOR PROPOSALS (RFP) RELEASE DATE:
November 18, 2024

PRE-PROPOSAL MEETING:
Date: December 5, 2024
Time: 10:30 a.m. Pacific Time (PT)
Location: Virtual. See Section 2.3.

QUESTION/CLARIFICATION DEADLINE:
Date: December 9, 2024
Time: 5:00 p.m. (PT)

PROPOSAL DUE DATE AND TIME:
Date: December 17, 2024
Time: 10:00 a.m. (PT)

CONTACT PERSON:
Katie Cunningham
Procurement Manager
(360) 628-1327
kcunningham@intercitytransit.com

LEGAL ADVERTISEMENT

**REQUEST FOR PROPOSALS
HYDROGEN REFUELING STATION**

**INTERCITY TRANSIT
PROJECT 2422**

Intercity Transit, the public transportation provider in Thurston County, Washington, is seeking Proposals from qualified firms interested in providing a hydrogen refueling station at its location in Olympia, Washington.

Solicitation documents for this opportunity are available online through Washington's Electronic Business Solution (WEBS) located at <https://fortress.wa.gov/ga/webs/>. Proposers are responsible to register in WEBS and download the RFP 2422 solicitation documents in order to receive automatic e-mail notification of any future Addenda.

An optional virtual Pre-Proposal Meeting will be held on December 5, 2024 at 10:30 a.m. (PT). Contact Procurement Manager for access.

Proposals are due no later than December 17, 2024 at 10:00 a.m. (PT).

Project funding may include local, state, or federal funds. The resulting Contract is subject to all provisions prescribed by the funding source.

Please contact Katie Cunningham, Procurement Manager, by email at kcunningham@intercitytransit.com with any questions regarding this solicitation.

Intercity Transit is committed to maximum utilization of minority, women and disadvantaged businesses, and small businesses. All businesses are encouraged to apply.

PUBLISHED IN: The Olympian
 Daily Journal of Commerce
 Washington's Electronic Business Solution (WEBS)
 Office of Minority and Women's Business Enterprises (OMWBE)

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SECTION 1 - INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Intercity Transit (Transit), the public transportation provider in Thurston County, Washington, is conducting this Request for Proposals (RFP) to establish a Contract with a qualified Contractor with the technical skills, knowledge, and capacity to provide hydrogen refueling station equipment, maintenance, and related goods and services, to support five (5) 40' Hydrogen Fuel Cell Electric Buses (FCEB).

Transit is the leader, major advocate, and primary source of public transportation in Olympia, Lacey, Tumwater, Yelm and parts of unincorporated Thurston County, over approximately 101 square miles. Transit is regionally recognized as an active and valued community partner. As such, Transit is charged to balance several important functions: providing primary transportation for people without an alternative, including those with a physical or mental disability; offering high-quality alternative transportation for people with options; providing a stimulant to economic growth; serving as a partner in building livable communities; and being a ready resource able to respond to community emergencies. An on-going challenge for Transit is to balance the financial, social, and environmental aspects of our service delivery commitment and sustainability initiatives.

Transit currently operates twenty-one (21) fixed-route bus routes, with a fleet of eighty-six (86) diesel buses. In an effort to begin transitioning our fixed-route fleet to a zero-emissions fleet, Transit recently contracted with New Flyer of America, Inc. (New Flyer) to purchase five (5) forty-foot Xcelsior CHARGE FC (HXE40) FCEB's. We currently anticipate that these buses may begin arriving at Transit as early as June 2025. Through this RFP, Transit is seeking a hydrogen refueling solution to support the deployment of these five (5) FCEB's. June 2025 is the current targeted deployment month of the HRS, however alternate schedules will be considered.

The Awarded Contractor will provide project management services throughout the course of the project to support equipment procurement, installation, commissioning, and on-going maintenance of the HRS. Overall, the scope of this work will include, but is not limited to:

1. Project Management
 - a. Kickoff Meeting
 - b. PM from Kickoff Meeting through Station Acceptance
2. Design Phase
 - a. Equipment Procurement
 - b. Site Design Support
 - c. Safety Review
 - d. Permitting Support
3. Construction Phase Support and Equipment Installation
 - a. Construction Phase to be performed by Transit's Sitework Construction Firm including Site Preparation. Equipment Installation tasks will require coordination between the Contractor and Transit's Sitework Construction Firm.
4. Commissioning
 - a. Commissioning Plan
 - b. Commissioning Activities Prior to First Bus Fill
 - c. Commissioning Activities
 - d. Training
 - e. Bus Interoperability & Performance Testing

5. Maintenance
 - a. Station Operations
 - b. Station Maintenance
 - c. Performance Reporting
 - d. Data Reporting Requirements

Transit currently has no infrastructure or experience with hydrogen production, sourcing, or usage. Accordingly, Transit is seeking a knowledgeable and experienced partner to provide a strategic and efficient hydrogen refueling solution to support the successful deployment of its first FCEB's.

1.2 SOLICITATION SPECIFIC DEFINITIONS

The following definitions are specific to this RFP. Any technical terms relevant to the Scope of Work not sufficiently described in this section may be found in the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy Hydrogen and Fuel Cell Technologies Office glossary at <https://www.energy.gov/eere/fuelcells/glossary>.

- a) **Authority Having Jurisdiction (AHJ).** The local entity that has the authority and responsibility for developing, implementing, maintaining, and overseeing the qualification process within its organization or jurisdiction.
- b) **Contract Period.** The length of time between the start date and specific end date; any number of days, as outlined in the contract, that the contract will run for.
- c) **Contractor.** An entity submitting a proposal in response to this RFP who will provide, install, and maintain hydrogen refueling equipment.
- d) **Hydrogen Refueling Station (HRS).** A hydrogen refueling solution with limited fixed infrastructure that can be easily removed at the end of its deployment. It does not need to be mobile during operations.
- e) **State-of-Charge (SOC).** The extent to which the bus has been fueled, whereby 100% is defined as 24 grams per liter in the onboard fuel storage system when equilibrated at 350 bar of pressure and 15 degrees Celsius. SOC is defined as the proportional mass attained, and as a percentage of mass possible at 100% SOC.
- f) **Transit.** The term "Transit" means Intercity Transit based in Olympia, WA.
- g) **Transit's Design Firm.** Transit has secured the services of a design firm that will be responsible for all necessary site design work, assembly and submittal of permit packages, coordination with the AHJs, and any other site improvement or construction-related activities.
- h) **Transit's Sitework Construction Firm.** Transit has secured the services of a sitework construction firm that will be responsible for all necessary site construction activities and improvements (e.g. pad installation if required, fencing, installation of electrical infrastructure to the hydrogen refueling equipment, etc.) to support the installation of the hydrogen refueling equipment supplied by the Awarded Contractor.

1.3 SCOPE OF WORK

The Awarded Contractor will provide hydrogen refueling station equipment, installation, commissioning, ongoing maintenance, and related goods and services to support the successful deployment of Transit's FCEB's in accordance with the Scope of Work included in [Appendix A](#).

In future years, Transit anticipates that it may increase its FCEB fleet size, and therefore, may pursue additional hydrogen infrastructure and/or fueling solutions to support this growth. At its discretion, Transit may elect to negotiate with the Awarded Contractor to support additional needs or elect to recruit additional Contractors through other competitive procurement processes.

1.4 FUNDING

Funding for any work under the Awarded Contract may include local, state, or federal funds. Any work completed under the Awarded Contract will be subject to all provisions prescribed by the funding source.

1.5 AWARD

Transit intends to award a Contract to the responsive responsible Proposer whose Proposal meets all RFP requirements and is determined the most advantageous to Transit.

Transit does not represent or guarantee any minimum purchase. This Solicitation does not obligate Transit to contract for the goods and/or services specified herein. Transit reserves the right to add, remove, or otherwise modify requirements to meet the operational and strategic objectives of the agency.

1.6 CONTRACT TERM

The initial term of the Contract resulting from this RFP is anticipated to be no longer than six (6) years, including all tasks outlined in the Scope of Work with a five (5) year maintenance period to begin upon HRS acceptance. Transit reserves the right to extend the maintenance agreement for up to five (5) additional years or portions thereof, for a total contract term not to exceed eleven (11) years, unless special circumstances dictate otherwise. Extension(s) beyond the time periods stated above may be offered at the sole discretion of Transit and will be subject to written mutual agreement.

SECTION 2 - GENERAL INFORMATION

2.1 PROCUREMENT MANAGER

All questions and communication concerning Solicitation must be directed to the Procurement Manager listed below. All oral communication will be considered unofficial and non-binding. Proposers are to rely only on written statements issued by the Procurement Manager.

Procurement Manager: Katie Cunningham
Email Address: kcunningham@intercitytransit.com

2.2 ANTICIPATED PROCUREMENT SCHEDULE

The activities and dates listed below represent the anticipated procurement schedule. Transit reserves the right to change the schedule. Transit will post any changes to Pre-Proposal Meeting date and time, Questions and Requests for Clarifications Deadline, or Proposal Due Date and Time on Washington's Electronic Business Solution (WEBS) at <https://pr-webs-vendor.des.wa.gov/>.

Procurement Activity	Date and Time (Pacific Time)
RFP Release	November 18, 2024
Pre-Proposal Meeting (Virtual)	December 5, 2024 – 10:30 a.m.
Questions and Requests for Clarifications Due	December 9, 2024 – 5:00 p.m.
Proposal Due Date and Time	December 17, 2024 – 10:00 a.m.
Evaluations Begin	December 17, 2024
Anticipated Interviews	January 27, 2025
Anticipated Contract Award Date	February 20, 2025

2.3 VIRTUAL PRE-PROPOSAL MEETING

Transit will host an optional virtual Pre-Proposal Meeting at the time and date identified below. While attendance is not mandatory, Proposers are encouraged to attend. This meeting will provide prospective Proposers with an opportunity to seek clarification and raise concerns related to the Solicitation. Each prospective Proposer is obligated to raise pertinent issues during this meeting. If interpretations, specifications, or other Solicitation concerns warrant a change or clarification as a result of the meeting, the Procurement Manager will do so by issuing an Addenda posted on [WEBS](#).

Pre-Proposal Meeting Date: December 5, 2024

Pre-Proposal Meeting Time: 10:30 a.m. (PT)

Virtual Call-In Information: Virtual via Microsoft Teams

- To join via computer or mobile app use the following link: [Join the meeting now](#)
- Or use meeting ID: 219 774 074 325
Passcode: 2RvRkH
- To call in (audio only) please use the following:
Phone Number: (844) 730-0140
Phone Conference ID: 244801794#

2.4 SOLICITATION DOCUMENT AVAILABILITY

Solicitation documents may be accessed on-line through [WEBS](#). Proposers are responsible to register in WEBS and download the Solicitation Documents. Contact WEBS customer service at (360) 902-7400 or WEBSCustomerService@des.wa.gov if you require assistance with the WEBS registration process or need help accessing the Solicitation Documents.

Transit will post Addenda or any schedule changes on WEBS. Proposers are responsible to check for updates and obtain any Addenda related to this Solicitation. Failure to do so may result in the submission of a Proposal that is inconsistent with the most current information and may result in disqualification.

2.5 EXAMINATION OF DOCUMENTS

Proposer must thoroughly examine all Solicitation Documents, including but not limited to, the RFP, Solicitation Standards, Sample Contract, Proposal Submittal Document, any other material

referenced or incorporated herein, and any Addenda. Submission of a Proposal constitutes acknowledgment that the Proposer has thoroughly examined all Solicitation Documents.

Proposer's failure or neglect to receive or examine any of the Solicitation Documents, statutes, ordinances, regulations and permits will in no way relieve the Proposer from any obligations with respect to the Proposal or any resulting Contract.

Transit will reject claims for additional compensation based upon a lack of knowledge or misunderstanding of any of the Solicitation Documents, statutes, ordinances, regulations, permit requirements, or other materials referenced or incorporated in this solicitation.

2.6 QUESTIONS AND CLARIFICATION REQUESTS

Proposer questions and/or requests for clarification regarding this solicitation will be allowed consistent with the respective dates specified in the Anticipated Procurement Schedule. All Proposer questions and/or requests for clarification must be submitted in writing via email to the Procurement Manager. It is at Transit's sole discretion to accept or reject any request for changes.

Transit will provide an official written response to Proposer questions received by the respective deadlines. Proposers must not rely on any oral statements or conversations, whether at the Pre-Proposal Meeting or otherwise, with Transit representatives for questions or clarifications regarding this solicitation. Verbal responses to questions and/or clarifications will be considered unofficial and non-binding. Only written responses posted to WEBS in the form of an Addendum will be considered official and binding. All such Addenda will become part of the Solicitation and any awarded Contract.

If no requests for clarification are received, Transit will construe silence as acceptance and that the Proposer intends to comply with the Solicitation Documents as written in their entirety.

2.7 WAGES AND LABOR PROVISIONS

The Contract resulting from this Solicitation may be subject to Chapter 39.12 RCW, and amendments and regulations, relating to Washington State prevailing wages, benefits, and other requirements.

The Awarded Contractor, each Subcontractor, and any other person doing any work under the Contract resulting from this Solicitation must pay laborers, workmen or mechanics not less than the prevailing rate of wage for an hours work in the same trade or occupation in the Washington State locality where such labor is performed. Washington prevailing wage rates are available at <https://secure.lni.wa.gov/wagelookup/rates/journey-level-rates>. Proposers may also obtain a copy of the current Prevailing Wage Rate Publication by written request to the Procurement Manager or may review the Publication located at the Intercity Transit Procurement Office.

The Awarded Contractor is responsible to ensure proper wages are paid and the appropriate documentation is submitted to Transit. Wages and benefits higher than the minimums required by law may be paid. In the event wage rates and benefits change during the Contract term, the Awarded Contractor will bear the cost of changes and will not have any claim against Transit on account of such changes.

2.8 SOLICITATION STANDARDS

The Solicitation Standards document is included in [Appendix B](#).

The Solicitation Standards document contains important information for Proposers applicable to this Solicitation. The terms and conditions provided in the Solicitation Standards document

apply directly to, and are incorporated by reference, into this Solicitation and the Contract resulting from this Solicitation. As such, Proposers do not need to attach this document with their Proposal. It is the Proposer's responsibility to read and fully understand the details of all items contained herein prior to Proposal submittal.

2.9 CONTRACT TERMS

A Sample Contract has been included in [Appendix B](#). Intercity Transit expects the final Contract signed by the successful Proposer to be substantially the same as the Sample Contract. Proposer's submission of a Response to this Solicitation constitutes general acceptance of these Contract requirements. **THE TERMS OF THE SAMPLE CONTRACT ARE NON-NEGOTIABLE AND PROPOSALS SHOULD BE SUBMITTED ON THE TERMS AS WRITTEN. FAILURE TO ACCEPT THE TERMS AS WRITTEN MAY RESULT IN THE REJECTION OF THE PROPOSAL RESPONSE AND/OR THE AWARD.**

2.10 INCORPORATION OF DOCUMENTS INTO CONTRACT

A Proposal submitted in response to this Solicitation is an offer to contract with Transit. This Solicitation document, all incorporated documents, any subsequent Addenda, and the successful Proposer's Response will be incorporated by reference into the resulting Contract. The Contract Documents comprise the entire agreement between the parties concerning the work to be performed. It is the intent of the Contract Documents to describe the work, functionally complete, to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be reasonably inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for.

SECTION 3 – PROPOSAL SUBMITTALS

Respond to the following requirements in this section.

3.1 PROPOSAL SUBMITTAL REQUIREMENTS

Proposer must complete and provide the following information (1-7) using in the Proposal Submittal Document in [Appendix B](#). If Proposer is proposing more than one (1) Hydrogen Refueling System, Proposer must complete and submit a complete Non-Cost Proposal and Cost Proposal for each proposed HRS. Incomplete or vague responses may be considered non-responsive and may be rejected. Failure to complete and submit all items listed in this section may disqualify the Proposer from further participation in this RFP.

1. Cover Letter

Proposer must compose and submit a Cover Letter which meets the requirements set forth in the Proposal Submittal Document.

2. Proposer Acknowledgements

The Proposer Acknowledgements must be signed by the Proposer's Authorized Representative. Proposer must complete the acknowledgement of Addenda receipt box(es) by filling the "addenda numbers" fields for each Solicitation Addenda issued and complete the signature box information on the Proposer Acknowledgements page.

3. Proposer Information

Proposer must complete the Proposer Profile, Proposer Authorized Representative, Proprietary or Confidential Information, Certified DBE and SBE Status, and Statement of Prior Contract Termination sections. Proposer may attach additional sheets if necessary.

4. Subcontractor Information

Proposer is instructed to complete the Subcontractor Information section if the Proposer intends on utilizing Subcontractors. If Proposer does not intend to use Subcontractors, the Proposer is not required to complete this section of the Proposal Submittal Document. If no information is entered, Transit will assume that Subcontractors will not be used.

Transit will accept Proposals that include third party involvement only if the Proposer submitting the Proposal agrees to take complete responsibility for all actions of such Subcontractors. Proposer must disclose the use of any Subcontractor(s) in their Proposal.

If applicable, Proposer will identify all Subcontractors who will perform services in fulfillment of Contract requirements, including their name, the nature of services to be performed, address, telephone, email, federal tax identification number (TIN), Washington State Unified Business Identifier (UBI), and DBE or SBE certification status. Transit reserves the right to approve or reject any and all Subcontractors that Proposer proposes. Any Subcontractors not listed in the Proposer's Response, who are engaged after award of the Contract, must be pre-approved, in writing, by Transit before providing services under the Contract.

In accordance with RCW 39.06, a Public Works Contractor must verify responsibility criteria for each first tier Subcontractor, and a Subcontractor of any tier that hires other Subcontractors must verify responsibility criteria for each of its Subcontractors. Verification shall include that each Subcontractor, at the time of subcontract execution, meets the responsibility criteria outlined above and possesses an electrical Contractor license, if required by RCW 19.28, or an elevator Contractor license, if required by RCW 70.87. This verification requirement, as well as the responsibility criteria, must be included in all Public Works Contract and subcontract of every tier. This shall in no way release the Contractor from its obligations under the Contract and Solicitation Documents. The Contractor shall be fully responsible to Transit for the acts and omissions of its Subcontractors. Nothing contained herein shall create any contractual relationship between Transit and any Subcontractor.

5. References

Proposer must submit a **minimum of three (3)** references for which the Proposer has provided services similar to those described herein.

Through this submission, Proposer grants permission to Transit to independently contact the references. Transit reserves the right to obtain and consider information from other sources concerning a Proposer, such as Proposer's capability and performance under other contracts, Proposer's financial stability, past or pending litigation, and other publicly available information.

6. Non-Cost Proposal

Proposer must complete and submit the Non-Cost Proposal Section. The Non-Cost Proposal Section includes the Management Proposal, Technical Specifications Response Form, and Technical Proposal. If proposing more than one (1) HRS, Proposer must complete and provide a separate Non-Cost Proposal (including the Management Proposal, Technical Specifications Response Form, and Technical Proposal) for each proposed HRS. Proposer may attach additional sheets if necessary.

7. **Cost Proposal**

Proposer must complete and submit the Cost Proposal Section. If proposing more than one (1) HRS, Proposer must complete and provide a separate Cost Proposal for each proposed HRS. Proposer may attach additional sheets if necessary.

Prices will be in U.S. dollars. Proposers will extend unit pricing as required. In the event of an error in the extension of prices, the unit price will prevail. All Proposal prices will remain firm for three (3) months from the Proposal due date.

Proposal prices will include everything necessary for the procurement of the Contract, execution and completion of the work, and fulfillment of the Contract. This includes but is not limited to, furnishing of all materials, delivery costs, equipment, tools, labor and services, Proposal preparation costs, Contract management costs and administrative costs, except as may be provided otherwise in the solicitation documents.

All applicable taxes which the Awarded Contractor is required to pay, including retail sales or use taxes, must be included in the Proposer's proposed price(s) for the work under the Awarded Contract. No adjustments will be made in the amount to be paid by Transit under the Awarded Contract due to any misunderstanding by or lack of knowledge of the Proposer as to liability for, or the amount of, any taxes for which the Proposer is liable or responsible by law or under the Awarded Contract or because of any increases in tax rates imposed by any Federal, State or local government.

No payments in advance or in anticipation of goods or services to be provided under any resulting Contract will be made. Consultant will only be compensated for performance delivered and accepted by Transit.

3.2 **SUBMITTAL INSTRUCTIONS**

Proposer will submit their complete Proposal in the following manner:

- A. Proposal:** Proposer must complete and submit all sections of the Proposal Submittal Document, located in [Appendix B](#), as their Proposal. One (1) electronic copy of the Proposer's complete Proposal must be received by Transit on or before the **Proposal Due Date and Time** set forth in Section 2.2, Anticipated Procurement Schedule.
- B. Delivery of Proposal:** The Proposal must be delivered as follows:
 1. **Electronic Submittal:** Send Proposal Submittal Document as email attachment to bidbox@intercitytransit.com. Transit will only accept Proposals for this RFP via email/email attachment. Proposer is required to submit its response to the email address provided in this section. Any other form of delivery will not be accepted and will be deemed non-responsive.
 2. **Email Subject Line:** The email subject line should include the RFP number and Proposer's name (i.e. RFP-2422 – ABC Company). This RFP number is used by the Procurement team for search and filter features. Failure to include the RFP number in the email subject line may result in the disqualification of your Response.
 3. **Maximum File Size:** The maximum file size must be 20 Megabytes (MB) or less per attachment. Individual files sizes above 20MB or the sum of all attachments over 153MB may be corrupted and not received by Transit. An automatic courtesy acknowledgement response that we received a message will be sent to you when bidbox@intercitytransit.com receives your email. This automatic response is not a guarantee the files were received and/or are intact.

4. **Signature:** For the purposes of this solicitation, Transit will accept a typed signature of an individual's name as the symbol of signature as authorized by RCW 1.80. Proposer is instructed to insert an electronic, typed signature (first and last name typed in), or actual signature into each section of the Proposal Submittal Document where a signature is required/requested. Signatures, that do not identify an individual, such as "Sales Team" or "Company Name" or "Government Contracts", will be disqualified for failing to name an individual.

C. Time of Receipt: Time of receipt will be determined by the date and time the Proposal is received by bidbox@intercitytransit.com. Proposer accepts all risks of late delivery regardless of fault or chosen method of delivery. Proposals are to be submitted in the format described in this Solicitation. No oral, faxed, mailed or telephone Proposals or modifications will be accepted or considered. All Proposals and any accompanying documentation become the property of Transit and will not be returned.

D. Note to Proposer: It is up to the Proposer to decide when to submit the response to Transit. While Transit does its best to make response submittal easy, technological failures can occur, and while unfortunate, a response sent by a Proposer but not received or unable to be located by the Procurement Manager, corrupted files, and/or Proposals received after the due date and time noted in Section 2.2, as indicated by the timestamp on the email when printed to PDF, or any other failure, for any reason, no matter the cause, regardless of responsibility or fault, will be rejected.

3.3 LATE PROPOSALS

Any Proposal received after the exact time specified for the Proposal due date and time will not be accepted or considered. The exact time is designated as the date and time received by the bidbox@intercitytransit.com in conformity with Section 3.2, D - Note to Proposer.

3.4 PROPOSER RESPONSIVENESS

Proposer must respond to each question/requirement contained in this RFP. Failure to demonstrate to Transit that your firm meets RFP requirements and/or comply with any applicable item may result in the Response being deemed non-responsive and disqualified from further consideration.

Transit, at its sole discretion, reserves the right to consider the actual level of Proposer's compliance with Solicitation requirements, accept or reject any and all Proposals received, waive any irregularities or minor informalities, to accept any items or combination of items, and to request additional information required to fully evaluate a Proposal.

SECTION 4 - EVALUATION AND AWARD

4.1 OVERVIEW

The responsive responsible Proposer whose Proposal is determined to best meet all RFP requirements and is the most advantageous to Transit, based on the evaluation factors described herein, will be declared the successful Proposer. All Proposals are subject to Transit's final approval as to whether they meet all RFP requirements.

Responsiveness and Responsibility Analysis Ongoing: At all times, the Proposal response is subject to a Responsiveness analysis. At all times, the Proposer is subject to a Responsibility analysis including but not limited to character, wherewithal to carry out the project and Contract terms, reputation in the community(ies), and past performance if any.

Proposers may propose more than one (1) HRS. Each proposed HRS will be evaluated and scored individually in accordance with the evaluation criteria set forth herein.

4.2 EVALUATION CRITERIA

The scores for each Proposal will be assigned a relative importance for each scored section as follows:

PHASE 1 EVALUATION

Phase 1 Requirements	Max Points
Non-Cost Proposal:	390 points
Cost Proposal:	165 points
Total Possible Phase 1 Points:	555 points

PHASE 2 EVALUATION (OPTIONAL)

Phase 2 Requirements	Max Points
Interview:	100 points
Total Possible Phase 2 Points	100 points

4.3 EVALUATION PROCESS

1. Initial Determination of Responsiveness (pass/fail)

Responses will be reviewed initially by the Procurement Manager to determine on a pass/fail basis compliance with administrative requirements as specified in this RFP. Only responses that meet this requirement will move to the next evaluation step.

Transit reserves the right to determine at its sole discretion whether Proposer's Response meets the Responsiveness criteria as set forth within this document. If all responding Proposers are determined to be deemed Non-Responsive, Transit will cancel the Solicitation and reject all Proposals.

Only Responses that pass the Initial Determination of Responsiveness review will be further evaluated based on the requirements in this Solicitation.

2. Phase 1 Evaluation - Non-Cost and Cost Elements (scored)

a. Non-Cost Proposal Evaluation:

The Non-Cost Proposal is comprised of two (2) sections: Management Proposal, which requires the Proposer to submit a narrative, and Technical Proposal. Evaluators will score each Management Proposal element of the Non-Cost Proposal. The Procurement Manager, with the assistance of technical advisor(s) if needed, will score each Technical Proposal element of the Non-Cost Proposal. The Procurement Manager will tabulate the evaluation team's scoring. Management Proposal and Technical Proposal scores will be combined to calculate a single score for each Non-Cost Proposal. There are a maximum of **390 points** available for the Non-Cost Proposal, broken down per section as detailed in Table A below:

Table A: Non-Cost Point Summary

Non-Cost Proposal	Available Non-Cost Points
Management Proposal	240
Technical Proposal	150
Total	390

b. Cost Proposal Evaluation:

The Procurement Manager will calculate the Cost score using Proposer’s Cost Proposal submittal. The total available points for the Cost Proposal section are **165 points**. Cost scores will be calculated by combining elements of the Cost Proposal to determine the overall cost to Transit. The Proposer’s Cost Proposal will be scored in relation to the other Cost Proposals received, with the lowest Cost Proposal receiving the maximum available points. Other higher-cost bids will receive a pro-rata share of points.

The Cost Proposal consists of three (3) Tables. Tables 1 and 2 will be summed to determine costs for point allocation, and Table 3 will be evaluated as pass/fail under a reasonableness standard.

c. Proposer Total Phase 1 Score:

Proposers’ Total Phase 1 Scores will be calculated by summing Non-Cost and Cost Proposal points (maximum of **555 points**) to determine the Proposer’s total Phase 1 Score.

3. Phase 2 Evaluation - Interview (scored) (Optional)

Transit reserves the right to schedule Interviews if determined to be in the best interest of Transit. In the event Interviews are required, Transit will contact the top-scoring Proposer(s) from Phase 1 to schedule an Interview date, time, and location. Phase 1 scoring will only be used to determine which Proposer(s) move to Phase 2. Phase 2 scoring will be used during the remainder of the RFP evaluation process to determine the Successful Proposer. There are a maximum of **100 points** available for the Interview. Commitments made by the Proposer during the Interview, if any, will be considered binding.

4. Best and Final Offer (Optional)

Transit reserves the right to enter into a Best and Final Offer (BAFO) process with the top-ranking Proposer(s) in Phase 2 if determined to be in the best interest of Transit. In so doing, Transit will schedule a meeting with the Proposer(s) to provide additional clarification about the project which the Proposer may consider in deciding whether or not to submit a BAFO. Afterwards, if a timely BAFO is received, the Evaluators may use this information to adjust and finalize the Proposer’s Phase 2 score.

5. References & Responsibility (pass/fail)

Transit reserves the right to check references after Proposal submittal, to assist in determining the overall responsibility of the Proposer. References may be checked during Proposal evaluation to determine the responsibility of Proposers. Transit reserves the right to reject any Proposal submittal if the Proposer receives unfavorable references and may use results as a factor in award. Transit reserves the right to seek and substitute other references to determine the sufficiency of the Proposer’s level of responsibility including but not limited to the Proposer’s character, wherewithal to carry out the contract, reputation in the community, and past performance.

6. Evidence of Qualification (pass/fail)

After Proposal submittal, Transit reserves the right to make reasonable inquiry and/or requests for additional information, to assist in determining the overall responsibility of any Proposer. Requests may include, but are not limited to, educational degrees, business licenses, financial statements, credit ratings, references, record of past performance, experience, available equipment, criminal background check, clarification of Proposer's offer, and on-site inspection of Proposer's or Proposer's Subcontractor's facilities. Failure to respond to said request(s) in the time allotted by Transit may result in the Proposer being deemed non-responsive and thus disqualified. Transit reserves the right to reject any Proposal where, upon investigation of the available evidence or information, Transit is not satisfied that the Proposer is qualified to fulfill Contract requirements.

4.4 OVERVIEW OF THE AWARD PROCESS

The successful Proposer, if any, will be the responsive, responsible, qualified Proposer whose Proposal, in the sole opinion of Transit, best meets the requirements set forth in this RFP and is in the best interest of Transit. Transit may enter into Contract negotiations with the successful Proposer.

All responsive Proposers responding to this solicitation will be notified when Transit has determined the successful Proposer.

If Transit and the successful Proposer are unable to negotiate an acceptable Contract within a reasonable amount of time, Transit will terminate negotiations and will proceed to negotiations with the next highest-ranked Proposer. After contract award, should that contractual relationship between the awarded Proposer and Transit end, Transit may approach the non-awarded Proposer(s) to explore if a contractual relationship can be formed to cover the remaining possible life available under Section 1.6 – Contract Term.

Transit will be required to make a recommendation of the successful Proposer to the Transit Authority (Authority). If the Authority concurs, a Contract will be awarded to the successful Proposer.

4.5 EXECUTION OF CONTRACT

The successful Proposer will execute the final Contract and return to Transit, together with the evidences of insurance, within ten (10) Business Days of its receipt. After execution by Transit, a fully signed Contract will be returned to the Awarded Contractor. The Insurance minimum policy limits and other requirements are within the Sample Contract included in [Appendix B](#).

4.6 POST AWARD MEETING

The Awarded Contractor may be required to attend a post award meeting scheduled by the Procurement Manager to discuss Contract performance requirements. The time and place of this meeting will be scheduled following Contract award.

APPENDIX A – SCOPE OF WORK

The Awarded Contractor will complete the following:

TASK 1: PROJECT MANAGEMENT

Transit will work with Contractor to finalize the Agreement. Upon execution of the Agreement, Transit will issue a Notice to Proceed (NTP) to Contractor.

Contractor will provide project management services throughout the course of the project to support equipment procurement, installation, commissioning and on-going maintenance of the hydrogen refueling station (HRS).

Task 1.1: Kickoff Meeting

Contractor, with Transit, will coordinate and hold an in-person kickoff meeting regarding the portable Hydrogen Refueling Station (HRS). This meeting will be held to review the project scope, schedule, price, roles, and responsibilities. The Contractor will submit a plan and schedule to Transit, which will be reviewed and approved prior to the Contractor commencing with the preliminary design (Task 2.2).

The Contractor shall examine the Site Layout ([Figure 1](#)) and acquaint itself with the conditions of the Project Site, the existing structures, the existing utility lines, the roads approaching the Site, and all other existing conditions. Existing and planned improvements observed by the Contractor during site walk are to be taken into consideration for design, engineering, and installation impacts. Relocation, demolition, or modification of existing improvements which can be identified visually (at or above grade) are to be considered within scope.

Task 1.2: Project Management from Kickoff Meeting through Station Acceptance

Contractor must be available for a minimum one-hour conference call per week. This is applicable from initial contract signature through the installation, commissioning, and testing process. Exclusions must be provided in writing by Transit. The Transit Project Manager will perform continuous and ongoing reviews of the project status and progress. Contractor to provide status updates including project risks, schedule review and update, budget status, and a minimum three-week look ahead of all tasks to be started and completed. The Contractor shall provide web conferencing services for each meeting and submit minutes to the Transit Project Manager within two days of each meeting.

Task 1.3: Project Management during Contract Period

Contractor shall be available for a minimum one-hour conference call per month. During this call, the Contractor shall provide a status update on the station, including uptime, causes for downtime and repairs made, hydrogen delivered and dispensed, and any other key operational or performance considerations from the previous month.

TASK 2: DESIGN PHASE

Contractor will procure equipment and provide all related drawings, specifications, and submittals necessary for site design for the project to Transit's Design Firm. Contractor shall also provide all necessary submittals, drawings, and installation schedules to Transit required for the completion of the project.

Task 2.1 Procure Equipment

Contractor will execute orders for the HRS, to include all needed equipment, subcomponents, and materials, build equipment, and make deliveries to Transit for installation. Within five (5) business days of contract execution, Contractor must identify long lead time items and work with Transit on procurement plan.

The dispenser on the HRS shall be pressure class H35 (350 Bar), and in accordance with the most-up-to-date SAE fueling protocol (or applicable portion on) pertinent to heavy-duty H35 dispensing (SAE J2601-5). This fueling protocol establishes key safety and performance standards. GLPTC recognizes that at this time SAE J2601-5 is a technical information report and not a fully released protocol. However, the expectation is that the station be capable of complying with SAE J2601-5 or equivalent future heavy-duty H35 fueling protocols once they are published.

The dispenser shall be equipped with a WEH TK16-HF (High Flow) Nozzle, suitable for connection to a TN1 vehicle receptacle, so that only two connections are made between the dispenser and buses, one for grounding and the other to connect the dispenser to the bus. The dispenser shall include status lights or other HMI display indicating active, complete and standby, as well as an electronic register with backlight to display kg per fill event, with automatic-register reset upon start of the subsequent fill. Fueling flow meter accuracy must be within + or - 3% to effectively measure fuel dispensed.

For simplicity and to reduce on-site improvements, Transit does not require the proposed fueling system to be integrated with the existing fuel management system. Authorization of dispenser to operate can be accomplished locally at the dispenser Human-Machine Interface (HMI). A means of restricting unauthorized operation of the dispenser must be included, such as a password prompt.

Equipment shall be capable of accepting fuel from various providers.

Task 2.2 Site Design Support

Contractor will finalize and prepare equipment schematics and provide support for Transit's Design Firm to develop a site layout. This process will go through two phases of review: preliminary and final design.

Task 2.2.1 Preliminary Design

For the preliminary review, the Contractor will support Transit's Design Firm in delivering a site concept to Transit for the agency's review and approval. Transit's Design Firm will be responsible for development of preliminary design drawings and specifications. Contractor shall provide spacing estimates, equipment schematics, equipment specifications, and other necessary documentation to Transit's Design Firm.

The Contractor shall design the system to support Xcelsior CHARGE FC™ buses with the following specifications.

Table 1: FCEB Bus Specifications

Characteristic	Value
Total Volume of Hydrogen Storage per bus	5 tanks @ 312L/tank; Total volume: 1,560L(XHE40)
Mass Stored per bus	5 tanks Total mass: 37.5 kg (XHE40)
Fill Pressure per bus	38 to 40 MPa Settled pressure @ 35 MPa
Usable Mass per bus	95% to 96% (35.63 kg to 36.38 kg)
Number of Cylinders per bus	5 tanks (XHE40)
Cylinder Type Category	Type 4 Composite
Fuel Economy (Varies: Bus Size, Route, Speed, HVAC)	5 to 8 mi/kg
Average Daily Fuel Consumption per bus (5 FCEB fleet)	29 kg
Maximum Daily Fuel Consumption per bus	36 kg
Fleet Average Daily Fuel Consumption (5 FCEB fleet)	111 kg
Fleet Annual Fuel Consumption (5 FCEB fleet)	~40,000 kg
Fueling Receptacle	TN 1 HF (H35) with IrDA communication (using a WEH model TK 16 HF nozzle or equivalent) TN 5 (a second receptacle for future use with a WEH model TK 25 Nozzle or equivalent)

An Emergency Shutdown Device (ESD) system shall be provided that when activated, shall stop all hydrogen refueling station operations. At least one ESD button shall be remotely located so the system can be shut down without requiring personnel to be adjacent to the equipment or fueling position. The locations of the remote (ESD) devices will be determined during pre- installation meetings to the approval of Transit, Transit’s Design Firm, AHJ, and the Contractor, but shall be at least 25 ft but not more than 75 ft from the dispenser. The conduit to remote ESD button shall be buried or otherwise protected from vehicular and foot traffic.

All facilities indicated on the Site Layout ([Figure 1](#)) and that exist at time of NTP are to remain, unless approved otherwise in writing by Transit. Facilities not shown on the Site Plan or specified to be removed, replaced, or altered and that are not in conflict with the new installation shall remain.

Contractor shall incorporate into their equipment design, security considerations as required by applicable codes, standards, best business practices for such equipment, and restriction to unauthorized use.

Contractor shall provide Transit with standard operating procedures and response protocols for the operation of the HRS that will be incorporated into Transit's Emergency Response Plan (ERP) for any emergency situations that may occur during the operation or maintenance of the hydrogen refueling station. This information must be submitted to Transit no later than twelve (12) weeks prior to the scheduled start of commissioning of the equipment. This deadline is intended to facilitate questions, comments, and provide time for Transit to incorporate said language into the overall property ERP. Contractor to submit earlier if ERP is required by AHJ for permitting. Transit requires six (6) weeks to incorporate this information into the ERP.

Task 2.2.2 Final Design

Following receipt of Transit's comments and approval of the Preliminary Design, Transit's Design Firm will complete a plan set, as well as all associated studies, calculations, data sheets, and supporting documentation showing the installation of the hydrogen fueling system and associated accessories, as well as vehicle circulation for bus and delivery-truck movements using AutoCAD 'Autoturn' or equivalent. The final plan set must be sufficiently detailed to submit for local AHJ review. However, it is at Transit's sole discretion to provide additional comments to the complete design set, and Transit's Design Firm must attain Transit's written approval prior to submitting to the local AHJ. The Contractor will support Transit's Design Firm to prepare and submit for Transit's final approval of a complete design set and associated documentation.

Contractor shall work with Transit to address the following Site Design Requirements as part of Task 2.2.

Site Design Requirements

- a. **Ensure Means of Data Network:** Contractor shall supply their own means of data networking service (internet access, wireless recommended) in order to fulfill this scope's requirements for real-time status monitoring, fault warning, and performance reporting.
- b. **Coordinate on Electrical Improvements:** Improvements will be facilitated by Transit's Design Firm once requirements are confirmed by Contractor. Contractor shall coordinate with Transit to ensure electrical power needed to support the HRS is sufficient and to confirm location of connection. The panelboard is understood to have adequate three-phase amperage available to power the HRS. Transit will supply necessary conductors, upstream means of power disconnection, and will land conductors on Contractor supplied incoming electrical power lugs at the HRS.
- c. **Fencing and Crash Protection**
 - a. Fencing and crash protection shall be provided by Transit.
 - b. Contractor will provide additional security recommendations based on equipment manufacturer access, maintenance, and utility company access.
- d. **Supply Inert Air/Gas:** The supply of instrument air and/or inert gas for any purposes specific to operation of the HRS or during construction shall be the responsibility of the Contractor. This includes, but is not limited to: actuation of valves and controls, purging of piping, tubing, and equipment during maintenance and commissioning.

- e. **Confirm SCADA Integration Compliance:** The HRS shall include Supervisory Control and Data Acquisition (SCADA) integration. Materials, programs or equipment necessary to achieve such integration is to be provided within scope. Contractor must provide a means for remote monitoring of fueling system operation, pump-run status and discharge pressure, fuel level, dispenser status, and emergency shutdown (ESD) status.

Task 2.3 Safety Review

The Contractor shall develop a Hydrogen Safety Plan for the proposed project that addresses the HRS and the overall hydrogen fueling infrastructure provided under the project scope. At Transit's expense, Transit may engage the U.S. Department of Energy's Hydrogen Safety Panel (HSP) to assist in reviewing the facility designs and safety plans to provide recommendations for ensuring safe operation of the hydrogen station.

The Contractor shall commit to participating in a kickoff meeting and a preliminary hydrogen safety plan review with Transit and the HSP. The Contractor shall work with Transit and HSP to determine the timing and scope of the hydrogen safety plan review participation, including options for remote or in-person reviews. Participating in HSP reviews will be a mandatory technical task and shall be completed by the dates specified in the Contractor's Work Plan. Contractors shall provide all system- and component-level piping & instrumentation diagrams (P&IDs) that comprise the HRS, to include an overall HRS P&ID, which shall be sufficiently detailed to conduct the Hydrogen Safety Plan. The Contractor should assume a 6-8 week duration for safety plan review.

The Contractor must prepare a preliminary Hydrogen Safety Plan, which Transit will submit to the HSP to review. If the Contractor wishes the plan to be kept confidential by the HSP, it is up to the Contractor to work with Transit and HSP to achieve that confidentiality.

Following receipt of comments provided by the Hydrogen Safety Panel, the Contractor will prepare a revised Hydrogen Safety Plan. The Contractor will work directly with Transit to submit a revised Hydrogen Safety Plan to the HSP. Contractor will submit the final document to Transit. The final Hydrogen Safety Plan may also be necessary for obtaining local permit approval, and the Contractor shall collaborate with Transit and Transit's Design Firm as required.

Contractors should use this document as guidance for the Hydrogen Safety Plan:

https://h2tools.org/sites/default/files/Safety_Planning_for_Hydrogen_and_Fuel_Cell_Projects.pdf. The Contractor shall also include the following Hydrogen Safety Plan Requirements in

the preliminary Hydrogen Safety Plan, as part of Task 2.3.

Hydrogen Safety Plan Components

- a. **Design Description:** A description of Contractor's work and activities to ensure safety, description of the technologies being demonstrated, and the evaluation results of any hazard analysis performed.
- b. **Description of NFPA Compliance:** A detailed description about how the Contractor will conform to the National Fire Protection Association (NFPA) 2, Hydrogen Technologies Code 2023 edition. The current edition of NFPA 2 should be used unless another edition is specifically required by the AHJ.
- c. **Development of Safety Training Plan:** A detailed description about how the Contractor will provide safety training for the hydrogen fueling infrastructure's initial operation and safety training for all operators and first responders. Contractor will be responsible for providing

information required for Transit to update its Emergency Action Plan (EAP) and Emergency Response Plan (ERP) for its facility to include specific guidance concerning the hydrogen refueling station and steps necessary to safely respond to hydrogen release and fire incidents.

- d. **Detection and Alarm Systems:** Identify hydrogen and fire detection sensors and systems to communicate significant hydrogen leaks and fire visually, audibly, and remotely, and how Transit employees and first responders should react.
- e. **Communication Plan:** A detailed plan on how the Contractor, First Responder, Fuel Supplier, and Transit staff maintain coordinated, up-to-date communication on the status of any hydrogen release or fire incident.

Task 2.4 Permitting Support

Contractor shall provide documents necessary for the successful permitting and installation of the HRS to Transit's Design Firm, to include an approved Hydrogen Safety Plan. Transit's Design Firm will be responsible for the preparation, submission, and coordination of permitting. Contractor must include the following sheets, at a minimum, as part of Task 2.4.

Minimum Permit Package Requirements

- a. Site Plan
- b. Enlarged Equipment Plan
- c. Electrical Single Line Diagram, including load list (if needed)
- d. Electrical Wiring and Grounding Plan
- e. Electrical Classified Area Plan
- f. Additional sheets must be added per AHJ and regulatory requirements, consistent with the overall scope of work

Contractor will assist Transit's Design Firm in application, approval and maintenance of all required permits to install and operate the unit. The final site design shall be submitted to the local AHJ by Transit's Design Firm for plan-check review and approval, along with all applicable applications and forms. Contractor shall work with Transit's Design Firm to respond as necessary to AHJ comments, assist with necessary revisions to the design, and provide any and all supporting documentation, studies, reports, and reference materials as requested. Transit's Design Firm is responsible for satisfactorily completing all applicable inspections. Contractor must assist with successfully closing all permits associated with the installation of the equipment prior to acceptance by Transit.

All permitting fees for the purpose of making in-scope improvements are to be paid for by Transit. Licensing fees, business licenses, or any other fees which are not project-specific are to be considered within Contractor's scope.

TASK 3: CONSTRUCTION PHASE SUPPORT & EQUIPMENT INSTALLATION

Contractor will complete the installation of hydrogen fueling equipment.

Transit will clear the location for the HRS ([Figure 1](#)) of all equipment, vehicles, and debris, and provide this area in a "broom-clean" condition.

Transit will ensure that all vehicles (cars, trucks or others) using the Equipment Area have been removed and all rights of others to the Equipment Area have been extinguished prior to installation.

Transit will provide an adequate area to the Contractor during the installation process for the purpose of staging. Contractor shall notify Transit of their spatial requirements for a staging area a minimum of four weeks in advance of the beginning of their proposed installation period.

Contractor shall work with Transit's Design Firm to ensure that the facility is designed and installed to the following codes and standards, as a minimum. Versions must be most up-to-date as published by issuing organization at time of contract award, or versions adopted by the local AHJ if different.

- A. NFPA 2 v.2023. Compliance with v.2020 is acceptable for AHJ reviewed items, in the event AHJ had not yet adopted v.2023. Balance of code considerations must be to v.2023.
- B. NFPA 30A, 55, 70
- C. ASME
- D. ANSI
- E. CGA G-5.5
- F. WA Fire Code
- G. WA Building Code
- H. WA Electrical Code
- I. All codes and standards adopted by reference within the above list.

The codes, regulations and standards adopted by the local AHJ, state, and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Agreement, these conflicts shall be brought to the immediate attention of the Transit Project Manager.

Task 3.1: Site Preparation and Equipment Installation

Transit's Sitework Construction Firm will complete site preparation and Contractor will complete final equipment installation. All fueling equipment will be installed and made ready for commissioning. Contractor shall not disrupt regular operations at the Pattison Base during equipment installation, unless scheduled with and approved by Transit at least three days in advance.

Inspections will be carried out by Transit to determine compliance with requirements that may be beyond the scope of the AHJ's inspections.

Transit will prepare a punch list as a result of physical inspections, start-up tests, and functional demonstrations. The completion schedule for the punch list will be agreed upon by Transit and the Contractor. Preparation of such punch lists do not in any way alleviate the proposed schedule obligations, or any other Contractor obligations as set forth in this document and subsequent Agreement.

Contractor must complete the following requirements as a part of Task 3.1.

Site Preparation and Equipment Installation Requirements

- a. **Obtain Authorization:** Contractor shall ensure that Transit's Design Firm has obtained written authorization by the local life safety authority (typically Fire Department) prior to fueling the unit with hydrogen for the first time.
- b. **Participate in On-Site Meetings:** The Contractor shall participate in on-site meetings with Transit, and Transit's Design Firm to review site conditions, access requirements, installation progress, and confirmed or potential utility conflicts.

- c. **Provide Additional Materials:** Contractor must provide all miscellaneous materials beyond the equipment assembly. This includes, but is not limited to:
 - i. Grounding rod, grounding cable, and installation (grounding applies to both the equipment itself and a ground strap or other solution for grounding during fueling)
 - ii. Materials external to the assembly required by codes and standards, including conduit seals not provided by others
 - iii. Materials, equipment, appliances and installation necessary to attain compliance with the local AHJ and to Secure Contractor supplied equipment
- d. **Supply and Install Signage:** Contractor shall provide all necessary signage for the hydrogen refueling station. This will include all safety-critical and access restriction signs. Contractor will coordinate installation of signage with Transit.
- e. **Comply with Daily Construction Window:** Regular hours for construction work are weekdays from 7:00 a.m. to 5:00 p.m. (PT), with approvals needed for any irregular and weekend work due to limited staff available for oversight/monitoring.

TASK 4: COMMISSIONING

Upon installation of equipment, Contractor shall conduct HRS commissioning and performance testing. Contractor shall provide fuel required for commissioning. Transit will provide fuel cell (FC) buses for testing and commissioning.

Task 4.1: Commissioning Plan

Contractor will be responsible for providing Transit a detailed commissioning plan. The plan shall be provided one month in advance of the start of the commissioning process. The Contractor shall coordinate the scheduling of performance testing activities with Transit to minimize disruptions to normal transit service. The Contractor shall coordinate with New Flyer to ensure that any bus-specific commissioning items are integrated into the plan.

Commissioning Plan Requirements

- a. Identify the steps, tasks, and responsibilities for commissioning
- b. Identify the schedule to start and complete commissioning of the hydrogen refueling station
- c. Include pass/fail criteria for all commissioning activities, as approved by Transit

Task 4.2: Commissioning Activities Prior to First Bus Fill

Contractor must conduct a Pre-Start-up Safety Review (PSSR) prior to introducing hazardous materials on-site (i.e.: H₂ gas or liquid).

If a communication fill is provided, it must follow **SAE J2799** FCEV to station communications. A communication fill using the IrDA system is preferred by Transit. If the hydrogen refueling station includes a communication fill protocol, the Contractor should explain how they will provide a default non-communication fill if necessary. Bus data via IrDA shall be used by the equipment to optimize and maximize the speed and SOC of the fill.

Task 4.3: Commissioning Activities

Contractor shall perform any and all work, provide all necessary materials, and execute all necessary subcontracts in order to commission supplied equipment.

At the time of performance testing and commissioning, Contractor shall submit a written report to Transit listing any incidents and unusual system performance issues, as well as documenting correct function per the approved commissioning plan. Any fuel supplied to the unit prior to Transit's formal acceptance following successful performance testing shall be the Contractor's responsibility (including cost).

These commissioning activities include, but are not limited to, the following Commissioning Requirements as part of Task 4.3.

Commissioning Activity Requirements

- a. Electric I/O Checks**
- b. Motor Polarity Checks**
- c. Purging of all H₂-wetted pipes and tubing**
- d. Equipment Testing, including dispenser calibration and external-SCADA connectivity with Transit**
- e. Noise Level Testing:** Contractor to provide Transit, and AHJ (if requested) noise measurement data at a distance of 5' from the equipment while the HRS is operating at full load. Compliance with all applicable noise regulations must be ensured. Measurements must be provided in decibels. A maximum noise level, as well as average noise and duty cycle must be provided as a minimum. Data may be either empirically derived, or theoretical. Equipment noise in excess of disclosed data must be mitigated at Contractor's expense.
- f. Fuel Purity Testing:** Prior to the initial (first instance) bus being fueled, Contractor shall have conducted purity tests to ensure the fuel dispensed meets **SAE J2719** purity standards. The sample for the purity test will be taken at the nozzle for each nozzle on supplied dispenser. The purity test will check for particulates, carbon monoxide (CO), and hydration levels, as well as other applicable contaminants. Contractor will provide all test results to Transit to confirm purity, and communicate any abnormalities or discrepancies.
- g. Determine Dispenser Accuracy:** Dispenser accuracy must be determined by sampling actual mass dispensed in kg. Actual mass shall be determined using a Contractor-supplied apparatus that can measure the mass of transferred fuel (independent from the dispenser's measurement). Mass quantity dispensed, as measured and displayed by the dispenser, must be within + or - 3% of actual at any flow rate or delivery pressure.
- h. Provide Commissioning Documentation:** Contractor shall provide Transit complete project documentation package at completion of facility commissioning. Content of the package shall include, at minimum:
 - a. Data sheets
 - b. General arrangement drawings
 - c. Operations and maintenance manuals
 - i. QA/QC documentation of all AHJ and periodic inspections
 - ii. Overall facility Operations Procedures, with special consideration made to local AHJ requirements, NFPA 2, and NFPA 55
 - iii. Emergency Response Plan (ERP), with considerations for inclusion into ERP of existing facility
 - iv. Hazardous Materials Business Plan
 - v. Documentation of guidance on necessary operational boundaries and recommended pavement striping during operation of the hydrogen refueling station

Task 4.4 Training

Contractor will be responsible for organizing and coordinating training sessions with Transit staff, local first responders, and necessary stakeholders. Staff and first responders should be trained prior to the formal acceptance of the unit and use by Transit staff.

Transit reserves the right to modify the proposed training plan to meet the needs of the agency. Transit will be responsible for coordinating training sessions with internal staff and first responders. The instructor must be capable of training at least ten (10) Transit personnel in each course. Additional maintenance training sessions may be requested for additional costs.

Training Requirements

- a. **Obtain Approval:** Contractor shall provide all training material for review and approval by Transit prior to commencement of training.
- b. **Supply Training Material:** Contractor shall provide all necessary materials to facilitate the training.
- c. **Develop Training Plan:** Contractor shall include description of the courses, suggested attendees, course length, and suggested timing in proposed training plan. Trainees must be trained on the following topic:
 - a. Characteristics of hydrogen
 - b. Station operation (including understanding of installed signage)
 - c. System safety, including safety features, alarms, and notifications
 - d. Possible incidents and recommended mitigation
 - e. Proposed communications plan to respond to a safety incident (plan shall include Transit, first responders, and the Contractor)
 - f. Strategies to minimize fuel losses during system operation
 - g. Data reporting systems
 - h. Topics specific to first responders

The Contractor shall conduct at least two 90-minute training sessions for Transit staff and the training shall be video recorded using a camera fixed on a tripod.

- d. **Develop Emergency Response Guide:** The Contractor shall prepare a quick reference Emergency Response Guide that can be distributed to first responders to place in their trucks and engines. The guide shall provide a map showing the location of all station equipment and ESDs, as well as the distances to this equipment from the entry driveway and nearby structures. Contractor will coordinate with Transit to ensure Emergency Response Guide includes Contractor's logo, Transit's logo, and Transit's information. Once approved by Transit, Contractor will provide this in electronic format (PDF) and ten (10) hard copies.

Task 4.5 Bus Interoperability Testing

Contractor shall perform a fill of a bus following receipt of the results of purity testing (Task 4.3). Contractor must confirm communication fill functionality and ability to fill to 95% SOC or greater. Equipment operation and station calibration will be tested and adjusted using the first of the buses to arrive. Contractor must demonstrate that SCADA controls and remote monitoring are fully functional prior to conducting the back-to-back performance test.

Bus Interoperability Testing Requirements

- **Provide Remote Monitoring Notices:** Although Transit does not require real-time monitoring of the fueling system directly (via SCADA), Contractor must notify Transit within one (1) hour if equipment is in a state of inoperability or if any errors or faults occur that may affect fueling performance. This include times of the day and week when the unit is unused, including weekends. The purpose is to provide Transit with as much advance notice as possible to coordinate operations.

Task 4.6 Performance Testing

Following the delivery of all five (40ft Xcelsior CHARGE FC™) buses, Contractor will conduct a performance test with the assistance of Transit. The test will fill all buses with a target fill capacity of 29 kg/bus and a target SOC of 95% or greater. Transit will prepare the buses in such a manner to accept the target fill quantity and finish at the target SOC. The performance test will only be deemed as successful if all of the following criteria are accomplished per test occurrence. If Contractor fails the performance test, a new test can be scheduled with Transit at their discretion and availability.

- a. All buses must be filled within a 115-minute period (20 minutes per bus with 3 minutes to move in between).
- b. Each bus must be filled in no more than 20 minutes, as measured from the moment of successful connection to the dispenser to the moment the nozzle can be safely disconnected.
- c. The targeted state of charge (SOC) will be greater than 95%, with 100% being defined as 24 grams per liter in the onboard fuel storage system when equilibrated at 350 bar of hydrogen pressure and 15 deg C, onboard the bus. SOC is defined as the proportional mass attained, and as a percentage of mass possible at 100% SOC.
- d. The system may not fault more than once throughout the duration of the test. A fault is characterized as a failure to begin transferring fuel, or the premature stoppage of fuel transfer to the bus.
- e. Equipment integrates appropriately with Transit's buses, and no physical obstructions impede the use of the equipment.
- f. Communications remain online throughout the duration of each fill.

TASK 5: MAINTENANCE

Task 5.1 Station Operations

Contractor shall ensure the HRS is fully operational and available for use by Transit during the Contract Period. Contractor must ensure any operating permits (such as those with the Fire Department) are maintained throughout the contract period. Contractor to provide written manufacturer specifications and guidance to Transit on minimum storage tank levels that must be maintained (if applicable), as well as training to read and interpret said levels.

If proposing liquid tanks, the fueling system must not drain complete contents of liquid tank during normal operation, and must maintain a minimum keel as specified by the tank manufacturer and dictated by the system process design.

ESD buttons that fault in error must be corrected by the Contractor. Repeated falsely triggered devices must be replaced with an alternate approved device as a means of eliminating false alarms.

Task 5.2 Station Maintenance

Contractor shall provide Transit with a Maintenance Plan and associated manuals prior to the start of station commissioning. Maintenance documentation shall be provided as two printed manuals and one matching electronic copy in PDF format stored on a labeled USB flash drive. The PDF content shall match the organization and content of the printed versions.

Contractor shall provide a list of recommended spare parts and materials for Transit to store on-site to minimize station downtime required for at least one year. Such parts and materials are to be supplied by Contractor at their cost. Contractor must also provide all labor (installation or otherwise), testing, and post-operation commissioning necessary during the Contract Period. Contractor must provide information on the space required to store such parts and if any parts are particularly temperature sensitive.

If proposing a gaseous solution, all deliveries must be provided with gas-quality certification materials.

Contractor will perform all necessary preventative and corrective maintenance to the supplied equipment, and will ensure reliable, repeatable, performance throughout the contract period. The hydrogen refueling station shall have a minimum of 100% uptime during the Transit fueling window, during the contract period. Scheduled or preventive maintenance of the hydrogen refueling station may not be performed during Transit's daily fueling window, from 8:00 p.m. to 1:00 a.m. (PT)

Hydrogen Refueling Station Maintenance Requirements

- a. The Contractor shall receive reports of malfunction via SCADA 24 hours a day, every day of the year, including holidays.
- b. A representative of the Original Equipment Manufacturer (OEM) of the malfunctioning equipment must be on-site at Transit's property within 24 hours of receiving notice of a fueling station issue from Transit.
- c. The malfunctioning system or component must be properly functioning within 12 hours of receiving notice of an issue from Transit, or the arrival of a technician on-site.
- d. Additional fuel purity tests are required following any repairs that have the potential of introducing contaminants into the closed system (equipment/materials wetted by hydrogen).
- e. During the operating period, Contractor shall provide Transit with all updates to procedures for all systems, equipment, or components of the hydrogen fueling system as issued by the Contractor and/or supplier to the Contractor.

Task 5.3 Performance Reporting

The Contractor will be required to provide data and evaluation of hydrogen refueling station performance (to begin after receiving permission to operate from the AHJ) on a continuous basis to Transit. Contractor will provide monthly reports to Transit on data gathered over the course of the deployment. This data shall be provided via e-mail to the Transit-designated individual, as an electronic file. Contractor to coordinate with Transit prior to first issuance to confirm acceptable file formats. Alternate means of data delivery may be proposed by Contractor to Transit. Acceptance of alternate means shall be at Transit's sole discretion.

Contractor shall provide the requested data, at the requested frequency, as disclosed in [Table 2](#) of this Scope of Work. In the event of data anomalies, inconsistencies, or data that represents a concern for Contractor or Transit, Contractor shall schedule a meeting at the earliest availability for both parties to discuss.

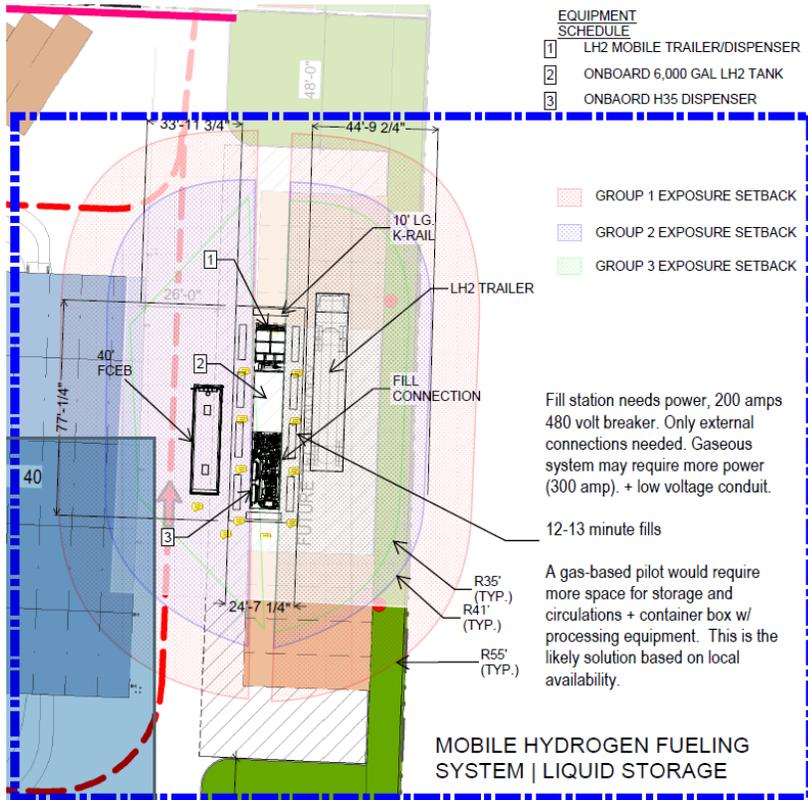


Figure 2: Detailed Site Plan for Hydrogen Equipment

Transit requires sufficient space for maneuvering the FCEBs for fueling. Transit has estimated that a sufficient size area will be available for the fueling solution, but the exact dimensions and area will need to be confirmed by the Contractor during preliminary design.

Equipment assembly shall be fenced-in on Transit’s property, restricting access to authorized personnel only, subject to Transit’s approval. The installation shall be in a controlled area with restricted public access.

At the end of revenue service, buses return to the bus yard and are parked by operators in staging lanes. The Fleet Fueling staff then move the buses from the staging lanes to the fueling building and check the fluids, empty the trash, sweep, vacuum, and fuel the buses. Then, the buses are driven through the automated bus wash and finally parked in ready lanes for revenue service the next day.

Data Reporting Requirements

Contractor shall supply Transit with the metrics in Table 2. The below table describes the data metrics and frequency of data requested during the reporting period:

Hydrogen Refueling Station Performance Evaluation							
Metric Category		Measurement	Unit	Frequency			Monthly Report
			Fleet	D	Wk	Mo	
1	Fueling Metrics						
	1.1	Rate	Kg/minute (avg)	x	x		x
	1.2	Time	Time (minutes) and Quantity (kg)	x	x		x
	1.3	Fuel Quantity	Total Kg/fill/bus	x	x		x
2	Energy Consumption						
	2.1	Station	kWh/kg				x
	2.2	Station	kWh total				x
3	Fuel Delivered						
	3.1	Station	Quantity of Fuel Delivered		x	x	x
	3.2	Cost	Cost of Fuel Delivered or Produced		x	x	x
4	Station Maintenance						
	4.1	PM	Hours of Preventative Maintenance		x	x	x
	4.2	CM-SCHED	Hours of Corrective Maintenance Scheduled		x	x	x
	4.3	CM-UNSCHED	Hours of Corrective Maintenance Unscheduled		x	x	x
	4.4	Availability	Hours station is available to fill		x	x	x
	4.5	Unavailability	Hours station is not available to fill during the fueling window				x

Table 2. Data reporting requirements

The Contractor can propose additional performance metrics. Transit must review and approve the final list of metrics and reporting templates. The Contractor will also need to maintain a log of fueling activity and another log to track station incidents and status.

APPENDIX B - PROPOSAL DOCUMENTS

<p>Proposal Submittal Document: Proposers must <u>complete and submit</u> the Proposal Submittal Document as their Proposal.</p>	 Submittal Document
<p>Solicitation Standards: This document contains the Standard Definitions, Instructions to Proposers and Terms and Conditions. This document <u>does not</u> need to be submitted; however, Proposers are instructed to be familiar with it as it governs this Solicitation and will be incorporated into the resulting Contract.</p>	 Solicitation Standards
<p>Sample Contract Document: Transit expects the final Contract signed by the successful Proposer(s) to be substantially the same as this Contract. This document <u>does not</u> need to be submitted; however, Proposers are instructed to be familiar with it.</p> <p>The terms of the Sample Contract are nonnegotiable, and Proposals should be submitted on the terms as written.</p>	 Sample Contract