

**REQUEST FOR PROPOSALS (RFP) NO. 049-001**

**SUPPLY OF A TURN-KEY HYDROGEN FUELING STATION  
FOR THE  
HAWAII NATURAL ENERGY INSTITUTE  
UNIVERSITY OF HAWAII AT MANOA  
HONOLULU, HAWAII**

**31 MARCH, 2009**

**RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII  
HONOLULU, HAWAII**

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## NOTICE TO OFFERORS

PROPOSALS for Request for Proposal (RFP) No. 049-001, Supply a Turn-Key Hydrogen Fueling Station for the Hawaii Natural Energy Institute, must be post marked on or before or received at the HAWAII NATURAL ENERGY INSTITUTE, UNIVERSITY OF HAWAII AT MANOA, 1680 EAST-WEST ROAD, POST 109, HONOLULU, HAWAII 96822 no later than **4:00pm, MONDAY, APRIL 30th, 2009**. Neither late-received nor faxed proposals are acceptable. **All late and/or faxed proposals will be rejected** and returned to the potential offeror.

General information about the Hawaii Natural Energy Institute (HNEI) can be found at <http://www.hnei.hawaii.edu>. The RFP is published and can be found online at <http://www.hnei.hawaii.edu>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register with Mitch Ewan, the Hawaii Hydrogen Power Park project manager, at [hnei.h2.project@gmail.com](mailto:hnei.h2.project@gmail.com) or check in regularly at the HNEI website. If you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, please provide written questions to [hnei.h2.project@gmail.com](mailto:hnei.h2.project@gmail.com) up to 10 days prior to the closing date.

Michael Hamnett  
Executive Director  
Research Corporation of the University of Hawaii

## SECTION 1 ADMINISTRATIVE OVERVIEW

### 1.1 INTRODUCTION

This is a Request for Proposal (RFP) issued by the Research Corporation of the University of Hawaii (RCUH) to solicit proposals from offerors who wish to be considered to Supply a Turn-Key Hydrogen Fueling Station for the Hawaii Natural Energy Institute, University of Hawaii at Manoa.

### 1.2 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview - Provides offerors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work - Provides offerors with a detailed description of the system that is desired and delineates RCUH and Contractor responsibilities.

Section 3, Proposal Requirements - Describes the required format and content for the offeror's proposal.

Section 4, Criteria to Evaluate Proposals and Basis for Award - Describes how proposals will be evaluated and the basis for award by RCUH.

Section 5, General Conditions - Provides offerors with the general terms and conditions under which the work will be provided.

### 1.3 SCHEDULE OF KEY DATES

The schedule of key dates set forth herein represents the RCUH's best estimate of the schedule that will be followed. **Days are CALENDAR DAYS.**

RFP Issued	RFP Issue Date ("RFP")
Deadline for Written Questions	RFP + 20 days
Answers to Questions posted	2 days after receipt
Closing Date for Receipt of Proposals	RFP + 30 days
Proposal review Period	RFP + 33-63 days
Notice of Proposed Award	RFP + 64 days ("A")
Notice of Intent to Protest	A + 5 days
Submit Grounds for Protest	A + 10 days
Acceptance of Contract	"AOC"
System Acceptance (Prior to shipping)	AOC + 9 months
Installation & commission	AOC + 10 months

### 1.4 RFP AMENDMENTS

The RCUH reserves the right to amend the RFP any time prior to the closing date.

### 1.5 RIGHT NOT TO AWARD

The RCUH reserves the right not to award a contract to any offeror for any reason.

### 1.6 QUESTIONS

General information about the Hawaii Natural Energy Institute (HNEI) can be found at <http://www.hnei.hawaii.edu>. The RFP is published online at <http://www.hnei.hawaii.edu>. To ensure receipt of any addenda to this RFP that may be issued, interested parties are encouraged to register with Mitch Ewan, the Hawaii Hydrogen Power Park project manager at [hnei.h2.project@gmail.com](mailto:hnei.h2.project@gmail.com) or check in regularly at the HNEI website. If you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, please provide written questions to [hnei.h2.project@gmail.com](mailto:hnei.h2.project@gmail.com) up to 10 days prior to the closing date. Answers to questions will be provided within 2 days and be posted at <http://www.hnei.hawaii.edu>.

### 1.7 TAX CLEARANCE FOR PROPOSALS

A tax clearance from the State of Hawaii Department of Taxation and the Internal Revenue Service is not required for submission of a proposal. However, in accordance with Section 103-53, Hawaii Revised Statutes, the selected contractor shall submit **original** tax clearances from the State of Hawaii Department of Taxation and the Internal Revenue Service prior to execution of the Contract. Tax clearances obtained shall certify that all tax returns due have been filed, and all taxes, interest, and penalties levied or accrued under the provisions of Title 14 that are administered by the State of Hawaii Department of Taxation and under the Internal Revenue Code against the offeror, have been paid.

### 1.8 PREPARATION COSTS

Any costs incurred by offerors in preparing or submitting a proposal shall be the offeror's sole responsibility.

### 1.9 SUBMISSION OF PROPOSALS

A minimum of **five (5) sets** of the proposal must be submitted that includes one (1) original and four (4) copies. The original proposal must be single sided and marked "ORIGINAL COPY." All documents contained in the original proposal package **must have original signatures and must be signed by a person who is authorized to bind the proposing firm**. The signature must indicate the title or position that the individual holds in the firm. All additional proposal sets may contain photocopies of the original package and may be double sided.

All proposals shall be clearly labeled and sent to HNEI by the dates and times shown in paragraph **1.3 Schedule of Key Action Dates**. Proposals received or post-marked after this date and time shall not be considered.

The proposal package/envelope must be plainly marked with the RFP number and title, the offeror's name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

<b>SEALED PACKAGE/ENVELOPE</b>	
<b>Offeror's Name</b> <b>Address</b>	
<b>RFP No. 049-001</b> <b>SUPPLY OF A HYDROGEN FUELING STATION</b>	
<b>PROPOSAL</b>	<b>DO NOT OPEN</b>

- All proposals shall include the documents identified in Required Attachment Checklist (see Attachment 1). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- Time of delivery is of the essence and must be adhered to. Any proposal received or post-marked after the due date deadline will be rejected by HNEI as not complying with a mandatory requirement of this RFP. **NOTE: Postmark date is acceptable.**
- Mail or deliver proposals to the following address:

Hawaii Natural Energy Institute  
School of Ocean, Earth Science and Technology  
1680 East-West Road, POST 109  
Honolulu, HI 96822

Attn: Michele Nuibe  
808-956-2328

**1.10 RFP PROPOSALS BECOME PROPERTY OF THE RCUH**

All proposals and other material submitted shall become the property of the RCUH and may be returned only at the RCUH's option. The following information shall be kept from public review unless mandated by Judicial Order: confidential information, such as social security numbers, medical information; trade secrets, copyrighted materials and other information deemed non-releasable.

**1.11 OPENING OF PROPOSALS**

Proposals will be opened at **4:01 p.m. on MAY 5<sup>th</sup>, 2009**, or as amended, at the proposal submittal office. The proposal opening will not be open to the public. Proposals will not be subject to public inspection until after a contract is signed by all parties.

### **1.12 DISQUALIFICATION OF PROPOSALS**

The RCUH reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

An offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

The proposal shows any noncompliance with applicable law.

The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to the award, or provisions contrary to those required in the solicitation.

The offeror is debarred or suspended.

### **1.13 REFERENCES**

The RCUH reserves the right to contact the references named in Attachment 4, Offeror's References.

## **1.0 SELECTION OF INITIAL PROPOSALS**

The RCUH may select a Contractor on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms.

### **1.15 AVAILABILITY OF FUNDS**

Offerors are advised that entering into a contract is contingent upon availability of funds. If funds are not available, the RCUH reserves the right not to enter into an agreement.

### **1.16 NOTICE OF PROPOSED AWARD**

Notice of the proposed award shall be posted on the HNEI website and by email to all offerors.

### **1.17 PROTESTS**

Offerors may protest the proposed award by filing a notice of protest with the RCUH and HNEI within five days of the Notice of Proposed Award. The contract shall not be awarded until either the protest has been withdrawn or the RCUH has decided the matter. Protest notices should contain the offeror's full contact information, including a fax number, and must be filed with:

Hawaii Natural Energy Institute  
School of Ocean, Earth Science and Technology  
1680 East-West Road, POST 109  
Honolulu, HI 96822

Attn: Michele Nuibe  
Tel: 808-956-2328  
Email: [hnei.h2.project@gmail.com](mailto:hnei.h2.project@gmail.com)

Within five (5) days after filing the protest notice, the protesting proposer shall file with the RCUH and HNEI a detailed written statement specifying the grounds for the protest. RCUH and HNEI shall make a determination and inform the offeror of its decision.

**1.18 NOTICE TO PROCEED**

The RCUH shall not be responsible for work done, even in good faith, prior to the RCUH's execution of a contract unless specific provisions are made in the agreement.

**1.19 CHANGES IN CONTRACTOR'S FEE**

It is recognized that financial audit disallowances and other changes may require adjustments in the compensation due to the Contractor. In the event that future actions would either disallow or minimize the payments already made to the Contractor, the Contractor shall assist the RCUH in defending the correctness of the claim for reimbursement. If the disallowance or adjustment is upheld, then the Contractor will participate in the payback to the extent the amount of the disallowance or adjustment contributed to the total fee received by the Contractor. Payment to the RCUH shall be made within THIRTY (30) calendar days from which official notice is received by the Contractor from the RCUH.

**1.20 PROCUREMENT OFFICER**

This RFP is issued by the Research Corporation of the University of Hawaii. The Procurement Officer responsible for overseeing the Contract is Mr. David Orde, Finance Office, Hawaii Natural Energy Institute.

**1.21 TECHNICAL REPRESENTATIVE OF THE PROCUREMENT OFFICER (TRPO)**

The individual listed below is the Technical Representative of the Procurement Officer (TRPO).

Mitch Ewan  
Hydrogen Systems Program Manager  
Office: 808-956-2337  
Fax: 808-956-2336  
Email: [hnei.h2.project@gmail.com](mailto:hnei.h2.project@gmail.com)

Hawaii Natural Energy Institute  
School of Ocean, Earth Science and Technology  
1680 East-West Road, POST 109  
Honolulu, HI 96822

## SECTION 2 SCOPE OF WORK

### 2.1 OVERVIEW

This Request for Proposal (RFP) is to solicit competitive bids from experienced and qualified teams to design, build, test, deliver, install, and commission an electrolyzer-based hydrogen refueling station on a “turn-key” basis as a component of the Hawaii Hydrogen Power Park Project. The project objective is to initially fuel two (2) Plug-in Hybrid Electric Vehicles (PHEV) shuttle buses fitted with hydrogen-fueled auxiliary generators. An additional three (3) PHEVs may be added at a future date for a total of five (5) PHEV shuttle buses. The fueling station design must have the flexibility of adding additional hydrogen production and storage capacity. The major selection criteria will be the responsiveness in meeting the technical specifications, cost, delivery schedule, safety, experience, and value.

### 2.2 SCOPE OF WORK

The contractor agrees to design, build, deliver, install, and commission a complete hydrogen fueling station on a “turn-key” basis including hydrogen production, compression, storage, and dispensing components. The system shall support an onboard vehicle hydrogen pressure of 5,000 psi. The system shall be designed and constructed in accordance with applicable federal and state codes and standards. The system shall undergo testing in accordance with a System Acceptance Trial Test Plan specified in Table 1 prior to shipping to Hawaii. Major subsystem components such as electrolyzers and compressors may be tested at the respective manufacturer’s facility. Detailed specifications are listed in Table 1.

**Table 1: Specifications**

<i><b>Hydrogen Supply</b></i>	
Hydrogen Production	<ul style="list-style-type: none"> <li>○ Electrolysis.</li> <li>○ Production rate <math>\geq</math> 10 kg per 24 hours</li> <li>○ Design must allow for 10 kg of additional production per 24 hours to be added in the future for total production of <math>\geq</math> 20 kg per 24 hours.</li> <li>○ Compressor must allow for <math>\geq</math> 20 kg per 24 hours</li> </ul>

Hydrogen Storage	<ul style="list-style-type: none"> <li>○ Sized to allow a single fill of 20 kg at 350 bar</li> <li>○ Storage can be comprised of a ground storage receiver and does not need to be containerized.</li> <li>○ Design must allow for expansion in the future.</li> </ul>
<b>Fuelling Requirements</b>	
Fuelling Methods	<ul style="list-style-type: none"> <li>○ Fast-fill – 5 kg in 10 minutes at a rate not to exceed an internal tank temperature of 85°C.</li> <li>○ Slow-fill (4 hours) to be presented as an option.</li> </ul>
Filling Nozzle	<ul style="list-style-type: none"> <li>○ WEH Type TK16 H2 – 350 bar</li> </ul>
Max operating pressure of vehicle tanks after temperature compensation at 15 °C	<ul style="list-style-type: none"> <li>○ 350 bar</li> </ul>
Safety	<ul style="list-style-type: none"> <li>○ Follow US DOE “Safety Planning Guidelines for Hydrogen Projects”</li> <li>○ Full HAZOP or FMEA to best industry practice.</li> <li>○ Hydrogen leak and fire detection system</li> <li>○ System shall be grounded</li> <li>○ Signage on equipment</li> <li>○ Demonstrate compliance to all applicable codes and standards including but not limited to: ANSI/UL 2075; ASME BPVC-VIII Division 2, B31.12, and G5.8; CGA PS21, PS26, G5.8, and G5.5; ISO 17268; NFPA 30, 51, 52, 54, 55, 72, 496, and 497; SAE J2601, J2799 – TIR, and 2600; UL 2264A; OSHA: 29 CFR 1910.103; CSA America HGV4; NIST – Hydrogen Gas Meter Code.</li> </ul>

Controls	<ul style="list-style-type: none"> <li>○ Designed for unattended operation</li> <li>○ Manual local emergency shutdowns (ESD) at operational areas, and remote shut-down at a designated supervisory station</li> <li>○ Automatic ESDs linked to control system, hydrogen sensors and other safety instrumented systems (total ESD logic verified through HAZOP)</li> </ul>
Explosion protection	<ul style="list-style-type: none"> <li>○ Area classification and hazardous area electrical equipment and wiring shall comply with appropriate NEC codes</li> </ul>
Installation Location Elevation Temperature (Min/Max) Humidity (Max/Avg)  Description of fuelling station site	Big Island of Hawaii 4,000 feet 32/90 °F The site is on the edge of a rain forest. Assume high humidity most of the time. <ul style="list-style-type: none"> <li>○ Available footprint for station – 35 x 100 ft. Includes parking for up to 3 buses.</li> <li>○ Diesel tanks adjacent to site</li> <li>○ See Figure 1</li> </ul>
Display at fueling pump	<ul style="list-style-type: none"> <li>○ Filling quantity [kg] (per transaction)</li> <li>○ Filling pressure [bar]</li> <li>○ Remote real-time mimic display in a safe area (office).</li> <li>○ Cumulative dispensed mass totalizer.</li> </ul>
Grounding of vehicle	Vehicle grounding required.
Required Purity of Hydrogen	<ul style="list-style-type: none"> <li>○ 99.998</li> <li>○ Follow SAE Draft Technical Report J2719 for levels of non-hydrogen constituents.</li> </ul>
Noise Level	Will be provided RFP + 10 Days
System Availability	≥ 95%

Spare Parts	List and total price of all recommended spare parts for 24 months operation after date of final acceptance.
Site Preparation Requirements	<ul style="list-style-type: none"> <li>○ Description of site preparation (foundations, enclosures, etc.) required for the specified equipment</li> <li>○ Assume site preparation provided by others</li> </ul>
Utility Requirements	<ul style="list-style-type: none"> <li>○ Listings of all utilities required (water, gas, electricity, instrument air, inert purge gas, etc.) and usage rates</li> <li>○ Provide utility interface specifications</li> <li>○ Assume utilities provided at fueling station by others</li> </ul>
Data Acquisition Requirements	<ul style="list-style-type: none"> <li>○ Electrolyzer: <ul style="list-style-type: none"> <li>▪ Input power: DC - voltage &amp; current, AC: - true power and power factor;</li> <li>▪ Hydrogen flow rates;</li> <li>▪ Delivery pressure</li> <li>▪ Stack Power: current, voltage, temperature</li> <li>▪ Input water supply flow rate</li> </ul> </li> <li>○ Compressor <ul style="list-style-type: none"> <li>▪ Power: AC power and power factor</li> </ul> </li> <li>○ Storage <ul style="list-style-type: none"> <li>▪ Quantity of hydrogen</li> <li>▪ Pressure</li> <li>▪ Temperature</li> </ul> </li> <li>○ External Chiller <ul style="list-style-type: none"> <li>▪ Electrical power</li> <li>▪ Temperature in and out</li> </ul> </li> </ul>
System Monitoring	<ul style="list-style-type: none"> <li>○ Provide appropriate interfaces for onsite and remote monitoring</li> </ul>

Routine Maintenance	<ul style="list-style-type: none"> <li>○ Specify maintenance requirements for the system for 24 months operations.</li> <li>○ Specify special skills required to perform maintenance;</li> <li>○ Specify special tools and equipment required for maintenance</li> </ul>
Site Layout	<ul style="list-style-type: none"> <li>○ Space requirements pertaining to equipment/safety zones and offsets. Include a preliminary sketch of the proposed layout.</li> </ul>
Warranty	<ul style="list-style-type: none"> <li>○ Warranty on work and materials for a period of (12) months from date of final on-site acceptance against any type of defect in material or workmanship.</li> <li>○ Manufacturers warranties for all system components.</li> </ul>
Contract Data Requirements List	<ul style="list-style-type: none"> <li>○ As-fitted drawings</li> <li>○ Monthly Status Reports</li> <li>○ Schedules and Project Control</li> <li>○ System Acceptance Trial Test Plan</li> <li>○ Operations and Service Manual</li> <li>○ Operators training manual.</li> <li>○ Power Point training presentation</li> <li>○ HAZOP/FMEA documentation</li> <li>○ Equipment specifications and manuals</li> <li>○ System efficiency at nominal operating conditions</li> <li>○ Estimated (with verifiable substantiation) service life of proposed system</li> </ul>
Options	<ul style="list-style-type: none"> <li>○ Configuration Management Program</li> <li>○</li> </ul>

### 2.3 SAFETY

The contractor shall follow the “*Safety Planning Guidance for Hydrogen Projects*” dated November 2007, published by the USDOE located online at [http://www1.eere.energy.gov/hydrogenandfuelcells/pdfs/safety\\_guidance.pdf](http://www1.eere.energy.gov/hydrogenandfuelcells/pdfs/safety_guidance.pdf). HNEI is required to prepare an overall Project Safety Plan that will be submitted for peer review by the US DOE. Critical components of that plan are the design and operational procedures required for safe operation of the hydrogen fueling system. The contractor shall provide complete safety documentation on its system including identification of safety vulnerabilities within the supplied hydrogen system and the design measures utilized to mitigate risk.

### 2.4 BUDGET

The overall cost of the system is an important selection criterion both in terms of capital cost for the supply of the system, and operating costs of hydrogen production.

### 2.5 SITE

The fuelling station will be located on the Big Island of Hawaii at the Hawaii Volcanoes National Park at an elevation of 4,000 feet. Figure 1 is the layout of the site. The overall site footprint is approximately 35 x 100 ft. A concrete pad will be installed by HNEI to support the hydrogen system. If possible, it is desired to park up to five (5) buses on this site to allow overnight battery charging. Therefore it is desired to minimize the fuelling station footprint as much as possible.

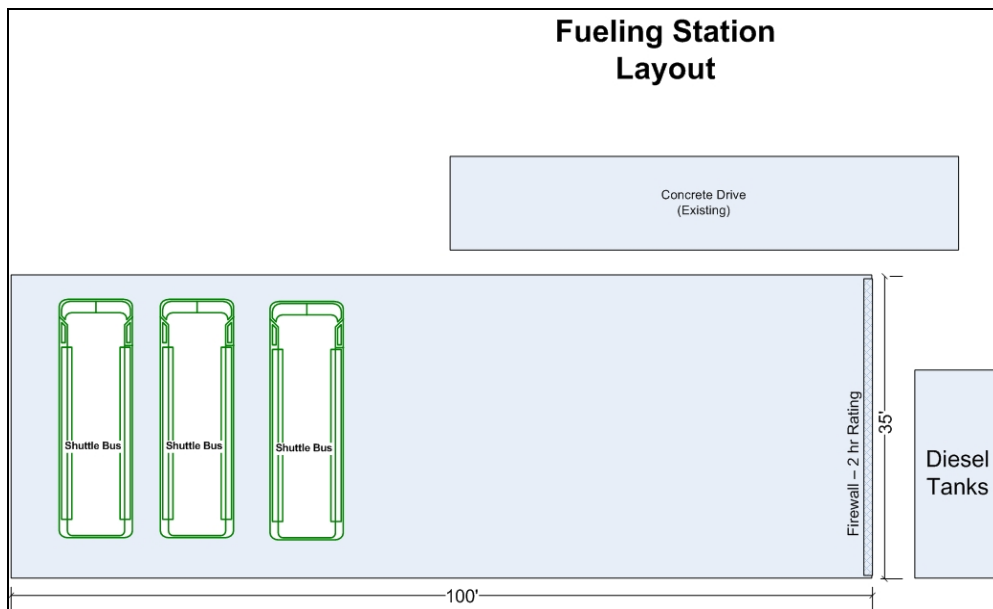


Figure 1: Preliminary Fuelling Station Layout

## 2.6 DESCRIPTION OF AVAILABLE INFRASTRUCTURE

All site infrastructure including power and water shall be provided by HNEI in accordance with interface specifications provided by the contractor at the edge of the fueling site. HNEI-supplied infrastructure shall be comprised of the following:

- 480v/3 phase electrical power;
- Grounding. (for vehicles & dispenser)
- Potable water supply;
- Concrete equipment pads and 2-hour rated firewalls,
- Safety bollards
- Chain Link Fence
- Communications/data lines
- Vehicle battery charging system
- Cover/awning for fueling island

## 2.7 PERMITTING

Permitting shall be the responsibility of HNEI.

## 2.8 HYDROGEN REQUIREMENT

The hydrogen requirement is specified in Table 1.

## 2.9 DELIVERY DATE

The system shall be ready to ship not more than nine (9) months after award of contract (AOC). Due to US DOE program milestones, time is of the essence. Therefore it is highly desirable to have an accelerated supply schedule that is shorter than 9 months. To reflect this priority, bonus points shall be awarded for suppliers who can deliver the system in less than six (6) months. Proposals that offer an accelerated supply schedule must show verifiable substantiation that supports the proposed schedule.

## 2.10 MINIMUM REQUIREMENTS

At least one partner of the offeror's team must have at least two (2) years experience designing, planning, engineering, constructing, testing, operating and maintaining gaseous fueling stations as listed in proposal. Each offeror as part of the minimum qualifications **must provide** a list of references detailing specific work experience dealing with hydrogen or gaseous fueling stations as listed in proposal. Failure to complete Attachment 4 and to include references may result in proposal being deemed non-responsive, and ineligible for award.

## **SECTION 3 PROPOSAL REQUIREMENTS**

### **1.1 INTRODUCTION**

This section indicates the proposal requirements for this RFP that shall be submitted by the deadline set for the submission of proposals. Fulfillment of all proposal requirements listed is **mandatory** for consideration of proposals.

The proposal shall include the following subsections

1. Title Page
2. Proposal Letter of Commitment
3. Table of Contents
4. Abstract
5. Executive Summary
6. Technical Proposal
7. Facilities and resources
8. Management Plan
9. Project Schedule
10. System Acceptance Plan
11. Safety Plan
12. Offeror's Experience
13. Performance/Completion Bond
14. Price Proposal
15. Deliverables and Milestone Payment Plan
16. Other Required Submittals

### **3.2 TITLE PAGE**

The purpose of this page is to provide, in one location, information needed by HNEI administrative staff. It shall contain the following items:

- a) The title of the proposal, which shall be the same as the title of the RFP;
- b) Date of proposal;
- c) Name, address, and contact numbers of offeror
- d) e-mail address of offeror

### **3.3 PROPOSAL LETTER OF COMMITMENT**

This introductory letter shall be on the company's letterhead and include the following information and statements:

- a) A statement that the proposal was prepared for the RCUH;
- b) Warranty Statement. Contractor shall commit to warranty work and materials for a period of at least twelve (12) months after final acceptance of the system against any type of defect in material or workmanship. Contractor shall be responsible to repair and/or replace defective parts with new or reconditioned/updated parts made by the manufacturer as long as their performance is equal or superior to the original specification parts. HNEI shall be responsible for conducting customer designated

routine planned maintenance in accordance with the planned maintenance plan provided in the Operations and Service manual.

- c) The name and address of your company [NOTE: You may use a Post Office box, but please provide your company's street address for our records]; and
- d) An individual who is authorized to bind the bidding firm contractually shall sign the required Cover Letter for the proposal and the Bid/Offeror Certification Sheet, Attachment 2. The signature shall indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.

### **3.4 TABLE OF CONTENTS**

### **3.5 ABSTRACT**

Provide a one-page abstract of the proposed project briefly summarizing the main points of the various sections of the proposal.

### **3.6 EXECUTIVE SUMMARY**

Provide a concise narrative outlining the key items in the proposal including the features and benefits of the proposal.

### **3.7 TECHNICAL PROPOSAL**

Provide the technical solution that meets the Table 1 Scope of Supply specifications. The technical section shall include engineering drawings and specifications including major equipment specifications, site layout drawings, and acquisition schedules. Include a narrative describing each of the proposed test/certification procedures to verify and validate the correct performance and adequate safety of the system.

### **3.8 FACILITIES AND RESOURCES**

Identify what facilities and resources will be needed to perform the work. Identify where the work will be performed.

### **3.9 MANAGEMENT PLAN**

Provide a detailed project management plan including the timeline, project organization, and task responsibility. The schedule shall include a Gantt chart showing tasks, timelines, and milestones attached as Attachment 5. The schedule shall include timeframes for each major task highlighting the milestones, critical paths and the responsible party for each. Provide documentation such as subsystem supplier schedule commitments that provide schedule credibility. Identify schedule risk and measures to mitigate the risk.

### **3.10 MAINTENANCE PLAN**

Provide a comprehensive maintenance plan from system onsite acceptance until the completion of the 24-month operational period.

### **3.11 SYSTEM ACCEPTANCE PLAN**

Provide a detailed System Acceptance Plan that meets the objective of verifying performance of the integrated system prior to shipping to Hawaii. Major components such as the electrolyzer, could be tested at the component manufacturer's site and are not required to be integrated at the integrator's site prior to shipping. However the offeror must be able to provide verifiable documentation that the integrated system will function properly.

### **3.12 SAFETY PLAN**

Provide a list of all the applicable codes and standards necessary for the construction and operation of the fueling station. Include a detailed safety plan including a hydrogen leak detection plan describing the operation of alarms, and any training materials that may be necessary.

### **3.13 QUALIFICATIONS**

Provide a detailed description of all similar projects. For this project, identify all partners and subcontractors, their qualifications, capabilities and roles.

### **3.14 PERFORMANCE/COMPLETION BOND**

A performance/completion bond shall be required. The offeror shall provide a verifiable cost estimate based on a quotation from an insurance company for a completion bond on the system delivered, installed, and accepted at the project site. The bond shall be in the amount of 25% of the total contract amount and shall become payable if the contractor fails to meet the agreed shipping date.

### **3.15 PRICE PROPOSAL**

Use Attachment 3 "Offerors Cost Sheet" as a guide in preparing your cost proposal.

- **Total System Cost** – Provide the total cost for the supply of the system assuming FOB Hawaii Volcanoes National Park.
- **Maintenance costs** – Include an estimate of maintenance costs over a 24-month operational period starting from the date of HNEI's final acceptance. Include a description of all warranty coverage and an estimate of routine and preventative maintenance, as well as a reserve for unscheduled maintenance.
- **Operating costs**- Contractor shall include an estimate and breakdown of operating costs and include them in the proposal. Assume 20 hours per day at ½ kg per hour production rate at an electricity rate of 25¢ per kwh.
- **Other direct Costs**
  - Performance/Completion bond
  - Installation, Commissioning, and Training – provide current rate structure.
  - Shipping & Insurance - provide an estimate of shipping costs to HAVO on the Big Island of Hawaii.

**3.16 DELIVERABLES AND MILESTONE PAYMENT PLAN**

The State of Hawaii does not pay large up-front payments on contract award. Therefore the offeror shall develop a deliverables and verifiable milestone payment plan that meets the offeror's cash flow requirements as the project progresses. Assume a ten percent (10%) holdback on each milestone payment.

**3.17 OTHER REQUIRED SUBMITTALS**

This last section must contain all other required information and/or documents including:

- a) Project summaries or detailed descriptions
- b) Copies of current business licenses
- c) Copies of professional certifications

## **SECTION 4 CRITERIA TO EVALUATE PROPOSALS AND BASIS FOR AWARD**

### **4.1 INTRODUCTION**

The evaluation of proposals received in response to this RFP will be conducted comprehensively, fairly, and impartially. A Contract will be entered into with a responsive, responsible organization whose proposal is determined in writing to be advantageous to the RCUH, taking into consideration the evaluation factors set forth in this RFP.

A committee will evaluate and score each proposal submitted based on the criteria shown in this section. Each proposal should clearly specify how the offeror meets the criteria.

The offeror who meets all minimum requirements and has the best score according to the criteria shown in this section shall be awarded the contract. Evaluation of the proposals will take place in two main phases.

### **4.2 PHASE 1 REVIEW**

Each proposal will first be reviewed to ensure the following: 1) proposal is received or post-marked by the date and time specified; 2) proposal contains all the required documents; 3) it meets the format requirements specified. Phase 1 is pass/fail. All that pass the Phase 1 shall be scored as part of Phase 2.

### **4.3 PHASE 2 REVIEW**

A responsive proposal from a responsible offeror is one that meets the definitions as stated below.

#### **A. Responsive and Responsible Offeror**

In order to be eligible for award, a proposal must be evaluated as responsive to all RFP requirements and the offeror must be evaluated as responsible, both of which are defined below.

#### **4. Definition of Responsive/Compliant Proposal:**

A offeror's solicitation response must be compliant with solicitation requirements without material deviation from the terms and conditions of the proposed contract. This includes but is not limited to, a proposal that complies with all RFP instructions, requirements, and one that submits all required documentation such as but not limited to: drawings, plans, specifications, references as stated in RFP, signed and completed certifications, or other documents requested and/or required within the time and date specified in this RFP.

A non-responsive proposal is one that does not meet the requirements stated in the RFP, fails to provide all required documents/ attachments, or proposals that deviate substantially from requirements. *A proposal that changes the terms and conditions of the RFP or the contract provisions will be considered a counterproposal and will be rejected as non-responsive.*

5. Definition of Responsible Offeror:

The question of whether a particular offeror is a responsible offeror involves an evaluation of the offeror's experience, facilities, reputation, financial resources, and other factors existing at the time of contract award. If determined to be not a responsible offeror, your proposal will be rejected.

In determining whether an offeror is a responsible offeror, HNEI may require offeror(s) to submit evidence of their qualifications at such times, and under such conditions, as it may require. Offerors may be requested to provide artifacts of financial history to support the financial stability of the company, including, but not limited to:

- The company's 10-K for the last three (3) fiscal years (if available);
- Bank references;
- A listing of any final judgments entered against the offeror within the last three (3) years or a statement that there are no final judgments within the last three (3) years; and
- A listing of all current or pending litigation against the offeror or a statement that there is no current or pending litigation.

**B. Minimum Qualifications for Offeror**

At least one partner of the offeror's team must have at least two (2) years experience designing, planning, engineering, constructing, testing, operating and maintaining gaseous fueling stations as listed in proposal. Each offeror as part of the minimum qualifications **must provide** a list of references detailing specific work experience dealing with hydrogen or gaseous fueling stations as listed in proposal. Failure to complete Attachment 4 and to include references may result in proposal being deemed non-responsive, and ineligible for award.

**4.4 TECHNICAL PROPOSAL: 100 POINTS MAXIMUM**

**4.4.1 Quality of Technical Proposal: 70 points Maximum**

Points will be awarded, up to a maximum of 70, based on the quality and completeness of the response to the technical requirements as follows:

- Clarity and readability of the overall proposal (5 points);

- Description of the technical solution demonstrating how the solution meets the desired technical requirements; (20 points)
- Trade-off analyses justifying the selection of major system components (5 points);
- Degree of design flexibility such as the sizing of valves, piping, and other system components that allows the system to be significantly expanded in the future (10 points);
- Safety analysis and description of how the solution mitigates risk (10 points);
- Packaging of the system to present a commercial-like appearance (5 points);
- Graphical user interfaces and control software. Ability for remote monitoring (10 points).
- Quality and details of engineering drawings and specifications (2.5 points);
- Description of documentation to be supplied and quality of service and operators training manuals (2.5 points).

#### 4.4.2 Hydrogen Production Capacity: 10 Points Maximum

- Mandatory: (0 points)  $\geq 10$  kg/24 hours with additional physical space for increased dispensing capacity at a later date.
- Desirable (10 points):  $\geq 20$ kg/24 hours.

#### 5.4.3 Delivery: 20 Points Maximum

- Mandatory: (0 points): ship system no later than nine (9) months after award of contract (AOC).
- Desirable (10 points): ship system no later than seven and one half (7.5) months after AOC.
- Highly Desirable (20 points): ship system no later than six (6) months after AOC.

### 4.5 **MANAGEMENT PLANS: 20 POINTS MAXIMUM**

#### 4.5.1 Management Plan: 5 Points Maximum

- Description and clarity of the management plan including adequacy of task descriptions and milestone that allow for tracking schedule and budgets.

#### 7.5.2 System Acceptance Plan: 5 Points Maximum

- Description and clarity of the plan (3 points);
- Risk analysis and work-around plan (1 points);
- Validation documentation (1 points).

#### 4.5.3 Safety Plan: 5 Points Maximum

- Description and clarity of the plan

#### 4.5.4 Project Schedule: 5 Points Maximum

- Quality and clarity of the Gantt chart (3 points)
- Schedule validation documentation (2 points)

### **4.6 TEAM QUALIFICATIONS/EXPERIENCE: 45 POINTS MAXIMUM**

#### 4.6.1 Team Experience: 20 Points Maximum

The proposals must highlight the team's specific experience in designing, engineering, fabricating, commissioning, and testing gaseous fueling stations. The teams identified and included in the proposal must be the same teams that will be contracted to perform the station work. No substitutions will be allowed unless first approved by the HNEI contract manager. Proposals must include resumes, licenses, certifications, permits and/or similar statements of respective project managers and a complete list of sub-contractors.

#### 4.17.2 Teams Ability to Deliver: 25 Points Maximum

Proposals must include a list of representative clients of hydrogen or other related gaseous fuel projects designed and built over the last three (3) years. Proposals must summarize hydrogen, renewable energy and related experience and relevant training that demonstrate the team's ability to fabricate and commission gaseous hydrogen fueling stations.

### **4.7 COST: 35 POINTS MAXIMUM**

The scoring is meant to reward those proposals featuring above average value added.

#### 4.7.1 Total Cost: 35 Points Maximum

- \$700k – 800k - 35 points
- \$801k – \$900k - 30 points
- \$901k – \$1,000k - 25 points
- \$1,001k - \$1,100k - 20 points
- \$1,101k – \$1,200k - 15 points
- \$1,201k – \$1,399k - 10 points
- \$1,301k – \$1,400k - 5 points.
- > \$1,401k – 0 points

#### 4.7.2 Cost Share: 10 Points Maximum

The willingness of the offeror to provide documented in-kind cost share that can be used against DOE funding. Points will be awarded as follows:

- \$150k cost share - 10 points

#### 4.8 SCORING MATRIX

	Scoring Item	Points
<b>4.4</b>	<b>Technical Proposal</b>	<b>100</b>
	<b>Quality of technical proposal – max 70 points:</b> Points will be awarded, up to a maximum of 70, based on the quality and completeness of the response to the technical requirements. <ul style="list-style-type: none"> <li>➤ Clarity and readability - 5 points; 5</li> <li>➤ Description of technical solution - 20 points 20</li> <li>➤ Trade-off analyses - 5 points;</li> <li>➤ Design flexibility - 10 points; 5</li> <li>➤ Safety analysis - 10 points; 10</li> <li>➤ Packaging of the system - 5 points; 10</li> <li>➤ Graphical user interfaces - 10 points. 5</li> <li>➤ Engineering drawings and specifications - 2.5 points; 10</li> <li>➤ Documentation - 2.5 points 2.5</li> </ul>	
	<b>Hydrogen Production Capacity – max 10 points</b> <ul style="list-style-type: none"> <li>➤ Mandatory - 0 points: ≥10kg/24 hours</li> <li>➤ Desirable 5 points: ≥15kg/24 hours.</li> <li>➤ Highly desirable - 10 points: ≥20kg/24 hours</li> </ul>	<b>10</b>
	<b>Delivery Schedule – max 20 points</b> <ul style="list-style-type: none"> <li>➤ Mandatory (0 points): 9 months after AOC</li> <li>➤ Desirable (10 points): 7.5 months after AOC</li> <li>➤ Highly Desirable (20 points): 6 months after AOC</li> </ul>	<b>20</b>
<b>4.5</b>	<b>Management Plans</b>	<b>20</b>
	<ul style="list-style-type: none"> <li>○ <b>Project Management Plan – max 5 points</b> <ul style="list-style-type: none"> <li>➤ Description and clarity;</li> </ul> </li> </ul>	<b>5</b>
	<ul style="list-style-type: none"> <li>○ <b>System Acceptance Plan – max 5 points</b> <ul style="list-style-type: none"> <li>➤ Description and clarity of the plan (3 points); 3</li> <li>➤ Risk analysis and work-around plan (1 point);</li> <li>➤ Validation documentation (1 point). 1</li> </ul> </li> </ul>	<b>5</b>
	<ul style="list-style-type: none"> <li>○ <b>Safety Plan – max 5 points</b> <ul style="list-style-type: none"> <li>➤ Description and clarity of the plan</li> </ul> </li> </ul>	<b>5</b>
	<ul style="list-style-type: none"> <li>○ <b>Project Schedule &amp; Credibility – max 5 points</b> <ul style="list-style-type: none"> <li>➤ Quality and clarity of Gantt chart - 3 points 3</li> <li>➤ Schedule validation documentation -2 points 2</li> </ul> </li> </ul>	<b>5</b>

<b>4.6</b>	<b>Team Qualification/Experience</b>	<b>45</b>
	Points will be awarded up to a maximum of forty five (45) points based on the team's hydrogen station experience	<b>40</b>
	➤ Team Experience - 20 points	20
	➤ Teams Ability to Deliver - 25 points	25
<b>4.7</b>	<b>Cost</b>	<b>45</b>
	<b>Total Cost - max 35 points</b>	<b>35</b>
	➤ \$700k – \$800 - 35 points	
	➤ \$801k – \$900k - 30 points	
	➤ \$901k – \$1,000K - 25 points	
	➤ \$1,001k - \$1,100 - 20 points	
	➤ \$1,101k – \$1,200K - 15 points	
	➤ \$1,201k – \$1,300K - 10 points	
	➤ \$1,301k – \$1,400K - 5 points.	
	➤ >\$1,401k – 0 points	
	<b>Cost Share - max 10 points</b>	<b>10</b>
	➤ \$150k – 10 points;	
	<b>Total Points (Max)</b>	<b>210</b>

## **SECTION 5 GENERAL CONDITIONS**

### **1.1 COORDINATION OF SERVICES BY THE STATE**

RCUH, or RCUH's designee, shall coordinate the services to be provided by the Contractor in order to complete the Project. The Contractor shall maintain communications with RCUH, or RCUH designee, at all stages of the Contractor's work, and submit to RCUH or RCUH designee, for resolution, any questions that may arise as to the performance of this Agreement.

### **5.2 RELATIONSHIP OF PARTIES, INDEPENDENT CONTRACTOR STATUS AND RESPONSIBILITIES, INCLUDING TAX RESPONSIBILITIES**

- A. In the performance of services required under this Agreement, the Contractor shall be an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Agreement; however, RCUH shall have a general right to inspect work in progress to determine whether in RCUH's opinion, the services are being performed by the Contractor in accordance with the provisions of this Agreement. It is understood that RCUH does not agree to use the Contractor exclusively, and that the Contractor is free to contract to provide services to other individuals or entities while under contract to RCUH.
- B. The Contractor and the Contractor's employees and agents, shall not be considered agents or employees of RCUH for any purpose, and the Contractor's employees and agents shall not be entitled to claim or receive from the RCUH any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to RCUH employees.
- C. The Contractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this Agreement. Furthermore, the Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability (if such liability is determined to exist) to the Contractor's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the Contractor, or the Contractor's employees or agents in the course of their employment.
- D. The Contractor shall be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the Contractor by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The Contractor is further responsible for obtaining all licenses, permits, and certificates that may be required by reason of this Agreement, including but not limited to a general excise tax license from the State of Hawai'i Department of Taxation.

- E. The Contractor shall be responsible for securing any and all insurance coverage for the Contractor and the Contractor's employees and agents which is or may be required by law during the pendency of this Agreement. The Contractor shall further be responsible for payment of all premiums, costs, and other liabilities associated with securing said insurance coverage.

### **5.3 PERSONNEL REQUIREMENTS**

- A. The Contractor shall secure, at the Contractor's own expense, all personnel required to perform the services required by this Agreement.
- B. The Contractor shall ensure that the Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under federal, state or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

### **5.4 NONDISCRIMINATION**

No person performing work under this Agreement, including any subcontractor, employee or agent of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

### **5.5 SUBCONTRACTS AND ASSIGNMENTS**

The Contractor shall not assign or subcontract any of the Contractor's duties, obligations, or interests under this Agreement without the prior written consent of RCUH. Additionally, no assignment by the Contractor of the Contractor's right to compensation under this Agreement shall be effective unless and until the assignment is approved by RCUH.

### **5.6 CONFLICT OF INTEREST**

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, which would or might conflict in any manner or degree with the performance of the Contractor's services under this Agreement.

### **5.7 MODIFICATIONS OF AGREEMENT**

Any modification, alteration, amendment, change, or extension to any term, provision, or condition of this Agreement shall be made only by written amendment to this Agreement, signed by the Contractor and RCUH.

### **5.8 SUSPENSIONS AND TERMINATION OF AGREEMENT**

- A. RCUH reserves the right at any time and for any reason to suspend this

Agreement for any reasonable period, upon written notice to the Contractor. Upon receipt of said notice, the Contractor shall immediately comply with said notice and suspend all work under this Agreement at the time stated.

- B. If, for any cause, the Contractor breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the Contractor's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the RCUH, the RCUH shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination at least seven (7) calendar days before the effective date of such terminating. Furthermore, RCUH may terminate this Agreement without statement of cause at any time by giving written notice to the Contractor of such termination at least thirty (30) calendar days before the effective date of such termination.
- C. Upon termination of this Agreement, the Contractor shall, within four (4) weeks of the effective date of such termination, compile and submit in an orderly manner to RCUH an accounting of the work performed up to the effective date of termination. In such event, the Contractor shall be paid for the actual cost of the services rendered, but in no event more than the total compensation payable to the Contractor under this Agreement.
- D. In the event of termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, all finished or unfinished material prepared by the Contractor shall, at RCUH's option, become RCUH's property and, together with all material, if any, provided to the Contractor by RCUH, shall be delivered and surrendered to RCUH on or before the expiration date or date of termination. For the purposes of this Agreement, "material" includes, but is not limited to any information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, audiotapes, videotapes, computer tapes, cassettes, diskettes, documents, and records developed, prepared, or conceived by the Contractor in connection with this Agreement, or furnished to the Contractor by RCUH. The terms do not include records that are maintained by RCUH solely for the Contractor's own use and which have only an ancillary relationship to the services provided under this Agreement.
- E. If this Agreement is terminated for cause, the Contractor shall not be relieved of liability to RCUH for damages sustained because of any breach by the Contractor of this Agreement. In such event, RCUH may retain any amounts that may be due and owing to the Contractor until such time as the exact amount of damages due to the RCUH from the Contractor has been determined. RCUH may also set off any damages so determined against the

amounts retained.

**5.9 COMPLIANCE WITH LAWS**

The Contractor shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be from time to time, which in any way affect the Contractor's performance of this Agreement.

**5.10 INDEMNIFICATION AND DEFENSE**

The Contractor shall defend, indemnify, and save harmless RCUH, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the malicious, reckless, or negligent acts or omissions of the Contractor or the Contractor's employees, officers, agents, or subcontractors occurring during or in connection with the performance of the Contractor's services under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

**5.11 DISPUTES**

No dispute arising under this Agreement may be sued upon by the Contractor until after the Contractor's written request to RCUH to informally resolve the dispute is rejected, or until ninety (90) calendar days after RCUH's receipt of the Contractor's written request whichever comes first. While RCUH considers the Contractor's written request, the Contractor agrees to proceed diligently with the provision of services necessary to complete the Project.

**5.12 CONFIDENTIALITY OF MATERIAL**

- A. All material given to or made available to the Contractor by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the Contractor and shall not be disclosed to any individual or organization without the prior written approval of RCUH.
  
- B. All information, data, or other material provided by the Contractor to RCUH shall be kept confidential only to the extent permitted by law.

**5.13 OWNERSHIP RIGHTS AND COPYRIGHT**

RCUH shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Contractor pursuant to this Agreement, and all such material shall be considered "works made for hire." All such material shall be delivered to the RCUH upon expiration or termination of this Agreement. RCUH, at its discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the Contractor pursuant to this Agreement. The Contractor, however, reserves the right to use thereafter any ideas and techniques that may be developed during the performance of this Agreement.

#### **5.14 PUBLICITY**

The Contractor shall not refer to RCUH, or any project, office, agency, or officer thereof, or to the services provided pursuant to this Agreement, in any of the Contractor's brochures, advertisements, or other publicity of the Contractor. All media contacts to the Contractor about this Agreement shall be referred to RCUH.

#### **5.15 PAYMENT PROCEDURES, FINAL PAYMENT, TAX CLEARANCE**

All payments under this Agreement shall be made only upon submission by Contractor of original invoices specifying the amount due and certifying that services requested under this Agreement have been performed by Contractor according to the Agreement. Final payment under this Agreement shall be subject to Section 103-53, Hawai'i Revised Statutes, which requires an original tax clearance from the State of Hawai'i Director of Taxation and the Internal Revenue Service stating that all delinquent taxes, if any, levied or accrued against the Contractor have been paid.

#### **5.16 CONTRACT NOT BINDING UNLESS TAX CLEARANCE**

In addition to tax clearance prior to final payment, the Contractor is required to obtain an original tax clearance from the Internal Revenue Service and the State of Hawai'i Department of Taxation prior to execution of this contract, less the contract is deemed non-binding.

#### **5.17 GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.

#### **5.18 NOTICES**

Any written notices required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to RCUH at its address and to the Contractor at its address as indicated in this Agreement. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier.

#### **5.19 SEVERABILITY**

In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

#### **5.20 WAIVER**

The failure of RCUH to insist upon the strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a

waiver or relinquishment of RCUH's right to enforce the same in accordance with this Agreement.

**ATTACHMENT 1  
REQUIRED ATTACHMENT CHECK LIST**

A complete proposal package will consist of all the items listed in the RFP as well as those items identified below. **Be sure that your proposal includes all required documents as stated in this RFP, not just those listed in this checklist.**

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Proposal/Offeror Certification Sheet
_____ Attachment 3	Budget Submittal Form/ Offeror's Cost Sheet
_____ Attachment 4	Offeror's References
_____ Attachment 5	Offeror's Project Plan Gantt Chart

**ATTACHMENT 2  
PROPOSAL/OFFEROR CERTIFICATION SHEET**

This Proposal/Offeror Certification Sheet must be signed and returned along with all other required documents and contain original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

**Our all-inclusive proposal is \$\_\_\_\_\_ Total**

- A. All required documents and attachments are included with this certification sheet.
- . The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document, and authorizes the verification of this certification.

**An Unsigned Proposal/Offeror Certification Sheet May be Cause of Rejection**

1. Company Name	2. Telephone Number	2a. Fax Number
3. Address		
Organization Type		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Sole Proprietorship	6. <input type="checkbox"/> Sole Proprietorship
<b>Indicate the applicable employee and/or corporation number</b>		
7. Federal Tax Payer Identification Number		
8. Hawaii General Excise Tax License Number		
9. Indicate applicable license and/or certification information		
10. Offeror's Name (Print)		
11. Signature		
12. Title		
13. Date		

**ATTACHMENT 3  
OFFEROR'S COST SHEET**

<b>COST FOB HAWAII VOLCANOES NATIONAL PARK</b>	\$	-
 <b>OTHER DIRECT COSTS</b>		
Commissioning	\$	-
Insurance	\$	-
Spare Parts	\$	-
Warranty	\$	-
Performance Bond	\$	-
Other Direct Costs Total	\$	-
 <b>OPERATIONAL COSTS</b>		
kwh per kg H2 Max Production		
kwh on standby		
 <b>COST SHARE</b>	 \$	 -

Signature of Proposer: \_\_\_\_\_

**ATTACHMENT 4  
OFFEROR REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause it to be rejected and deemed non-responsive. Complete the table below listing information for three references illustrating at least three (3) years of experience designing, planning, engineering, constructing, testing, operating, and maintaining gaseous fueling stations. If three references cannot be provided, please explain why on an attached sheet of paper.

<b>REFERENCE 1</b>	
Name of Firm	
Street Address	
City	
State	
Zip Code	
Brief Description of Service Provided	

<b>REFERENCE 2</b>	
Name of Firm	
Street Address	
City	
State	
Zip Code	
Brief Description of Service Provided	

<b>REFERENCE 3</b>	
Name of Firm	
Street Address	
City	
State	
Zip Code	
Brief Description of Service Provided	

**ATTACHMENT 5**  
**OFFEROR'S PROJECT PLAN GANTT CHART**