



Request for Proposals (RFP)

Hydrogen Fuelling and Fleet Program

CleanBC Go Electric Program

Administered by Deloitte LLP (Deloitte) on behalf of the British Columbia Ministry of Energy, Mines and Low Carbon Innovation (EMLI) and the Canadian Hydrogen and Fuel Cell Association (CHFCA)



RFPHRS20210625

June 25, 2021

CONTACT PERSON: All enquiries related to this Request for Proposals (RFP), including any requests for information and clarification, are to be directed, in writing (via email), to the following person who will respond if time permits. Information obtained from any other source is not official and should not be relied upon. Responses to questions received will be distributed via BC Bid.

To ensure there is no perceived or real conflict of interest and to ensure the RFP process is completed in a fair, open, and transparent manner, an independent third-party (Deloitte) has been engaged by the CHFA to manage the RFP process. Deloitte’s role is to carry out independent management of the RFP process. Deloitte is an independent third-party in respect to the CHFA and the RFP process.

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Title: Director, Infrastructure and Capital Projects
Email: BCRFPHRS2021@deloitte.ca

DELIVERY OF PROPOSALS: Proposals must be sent only by e-mail to BCRFPHRS2021@deloitte.ca. Proposals received by any other means will not be considered. Proposals are to be submitted before closing time (**August 25, 2021 before 5:00 PM PST**).

PROPOSERS’ INQUIRIES: Inquiries of a complex nature, or questions where the Proponent requires anonymity, can be forwarded in writing to the contact person designated above. If a question contains commercially sensitive information, please identify the information in the email. Written questions must be submitted before **July 16, 2021 before 5:00 PM PST**.

PROPOSER SECTION: All parts of the Proponent Section (below) **must** be completed. The rest of this page must be otherwise unaltered and submitted as part of your proposal. The enclosed proposal is submitted in response to the above-referenced Request for Proposals, including any addenda. Through submission of this proposal we agree to all of the terms and conditions of the Request for Proposals and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the Request for Proposals, including the Administrative Section, and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.

Signature of Authorized Representative:	Legal Name of Proponent (and Doing Business as Name, if applicable):
Printed Name of Authorized Representative:	Address of Proponent:
Title:	Authorized Representative phone, fax or email address (if available):
Date:	

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A. Definitions and Administrative Requirements

1. Definitions

Throughout this Request for Proposals, the following definitions apply:

- a) "Contract" means the written agreement resulting from this Request for Proposals executed by the CHFCA and the Contractor;
- b) "Contractor" means the successful Proponent to this Request for Proposals who enters into a written Contract with the CHFCA;
- d) "CHFCA" means Canadian Hydrogen and Fuel Cell Association
- e) "Must", or "mandatory" means a requirement that must be met in order for a proposal to receive consideration;
- f) "Proponent" means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposals;
- g) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- h) "Request for Proposals" or "RFP" means the process described in this document; and
- i) "should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for Proposals.

2. Terms and Conditions

The following terms and conditions will apply to this Request for Proposals. Submission of a proposal in response to this Request for Proposals indicates acceptance of all the terms that follow and that are included in any addenda issued by the CHFCA. Provisions in proposals that contradict any of the terms of this Request for Proposals will be as if not written and do not exist.

3. Additional Information Regarding the Request for Proposals

All subsequent information regarding this Request for Proposals, including changes made to this document will be posted on the BC Bid website. It is the sole responsibility of the Proponent to check for amendments on the BC Bid website.

4. Late Proposals

Proposals will be marked with their receipt time at the closing location. Only complete proposals received and marked before closing time will be considered to have been received on time.

Hard-copies of late proposals will not be accepted and will be returned to the Proponent. Electronic proposals that are received late will be marked late and will not be considered or evaluated.

In the event of a dispute, the proposal receipt time as recorded at the closing location shall prevail whether accurate or not.

5. Eligibility

- a) Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project described in this Request for Proposals. This includes, but is not limited to, involvement by a Proponent in the preparation of this Request for

Proposals. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Contact Person listed on page 1 prior to submitting a proposal.

- b) Proposals from not-for-profit agencies will be evaluated against the same criteria as those received from any other Proponents.

6. Evaluation

Evaluation of proposals will be by a committee formed by the Province of BC and may include employees and contractors of the Province. All personnel will be bound by the same standards of confidentiality. CHFCA and the Province's intent is to enter into a Contract with the Proponent who has the highest overall ranking.

7. Negotiation Delay

If a written Contract cannot be negotiated within thirty days of notification of the successful Proponent, the CHFCA may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the Request for Proposals process and not enter into a Contract with any of the Proponents.

8. Debriefing

At the conclusion of the Request for Proposals process, all Proponents will be notified. Unsuccessful Proponents may request a debriefing meeting with the Evaluation Committee.

9. Alternative Solutions

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

10. Changes to Proposals

By submission of a clear and detailed written notice, the Proponent may amend or withdraw its proposal prior to the closing date and time. Upon closing time, all proposals become irrevocable. The Proponent will not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Evaluation Committee for purposes of clarification.

11. Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the Evaluation Committee, if any. If the Province elects to reject all proposals, the CHFCA and/or Province will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Limitation of Damages

Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

13. Proposal Validity

Proposals will be open for acceptance for at least 90 days after the closing date.

14. Firm Pricing

Prices will be firm for the entire Contract period unless this Request for Proposals specifically states otherwise.

15. Currency and Taxes

Prices quoted are to be:

- a) in Canadian dollars;
- b) inclusive of duty, where applicable; FOB destination, delivery charges included where applicable; and
- c) exclusive of applicable taxes.

16. Completeness of Proposal

By submission of a proposal the Proponent warrants that, if this Request for Proposals is to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the proposal or will be provided by the Contractor at no charge.

17. Sub-Contracting

- a) Using a sub-contractor (who should be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these Proponents must be prepared to take overall responsibility for successful performance of the Contract and this should be clearly defined in the proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Province's opinion, give rise to a conflict of interest in connection with the project or program described in this Request for Proposals will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this Request for Proposals. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Contact Person listed on page 1 prior to submitting a proposal.
- c) Where applicable, the names of approved sub-contractors listed in the proposal will be included in the Contract. No additional subcontractors will be added, nor other changes made, to this list in the Contract without the written consent of the CHFCA.

18. Acceptance of Proposals

- a) This Request for Proposals should not be construed as an agreement to purchase goods or services. The CHFCA is not bound to enter into a Contract with the Proponent who submits the lowest priced proposal or with any Proponent. Proposals will be assessed in light of the evaluation criteria. The CHFCA will be under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a proposal nor execution of a Contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

19. Definition of Contract

Notice in writing to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

20. Contract

By submission of a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the CHFCA on the terms set out in Appendix A.

21. Liability for Errors

While the Province has used considerable efforts to ensure information in this Request for Proposals is accurate, the information contained in this Request for Proposals is supplied solely as a guideline for Proponents.

The information is not guaranteed or warranted to be accurate by the Province or the CHFCA, nor is it necessarily comprehensive or exhaustive. Nothing in this Request for Proposals is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this Request for Proposals.

22. Modification of Terms

The Province reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a Contract with the successful Proponent.

23. Ownership of Proposals

All proposals submitted become the property of the CHFCA. They will be received and held in confidence by the CHFCA, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this Request for Proposals.

24. Use of Request for Proposals

Any portion of this document, or any information supplied by the Province in relation to this Request for Proposals may not be used or disclosed, for any purpose other than for the submission of proposals. Without limiting the generality of the foregoing, by submission of a proposal, the Proponent agrees to hold in confidence all information supplied by the CHFCA in relation to this Request for Proposals.

25. Reciprocity

The Evaluation Team may consider and evaluate any proposals from other jurisdictions on the same basis that the government purchasing authorities in those jurisdictions would treat a similar proposal from a British Columbia supplier.

26. No Lobbying

Proponents must not attempt to communicate directly or indirectly with any employee, contractor or representative of the Province and/or CHFA, including the evaluation committee and any elected officials of the Province, or with members of the public or the media, about the project described in this Request for Proposals or otherwise in respect of the Request for Proposals, other than as expressly directed or permitted by the Province and/or CHFA.

27. Collection and Use of Personal Information

Proponents are solely responsible for familiarizing themselves, and ensuring that they comply, with the laws applicable to the collection and dissemination of information, including resumes and other personal information concerning employees and employees of any subcontractors. If this RFP requires Proponents to provide the Province personal information of employees who have been included as resources in response to this RFP, Proponents will ensure that they have obtained written consent from each of those employees before forwarding such personal information to the Province and/or CHFA. Such written consents are to specify that the personal information may be forwarded to the Province for the purposes of responding to this RFP and use by the CHFA for the purposes set out in the RFP. The Province and/or CHFA may, at any time, request the original consents or copies of the original consents from Proponents, and upon such request being made, Proponents will immediately supply such originals or copies to the Province and/or CHFA.

B. Requirements and Response

1 Summary of the Requirement

1.1 Purpose of Solicitation

The purpose of this solicitation is to develop the infrastructure necessary to dispense hydrogen transportation fuel and encourage hydrogen fuel cell electric vehicle deployment and technology innovation in the Province of British Columbia.

Funding will be provided towards the construction of **hydrogen fuelling station(s)** that expand the network of publicly accessible hydrogen fuelling stations to serve the current and future population of hydrogen fuel cell electric vehicles (FCEVs).

The project(s) funded under this solicitation must support the deployment of FCEVs and both the CHFCA and the Province expect that the project will strengthen the regional hydrogen infrastructure network. This will increase awareness and understanding of FCEVs and hydrogen fuelling infrastructure, thereby encouraging greater FCEV adoption among British Columbians and facilitating other hydrogen fuel providers to enter this market.

1.2 Background

Since 2011, the B.C. Go Electric Program has aimed to reduce barriers to the adoption of zero-emission vehicles (ZEVs), including the cost and availability of new vehicles and the availability of charging and fuelling infrastructure. The Go Electric Program has been highly successful in starting the transition to a transportation system that is powered by clean energy.

On December 5, 2018 the Province released the CleanBC plan which includes actions to reduce British Columbia's greenhouse gas (GHG) emissions across multiple sectors to meet the province's legislated GHG emission reduction targets. Building on British Columbia's decade of experience that proves that we can grow our economy while driving down GHG emissions, CleanBC provides a blueprint for economic growth and will help British Columbia businesses succeed in the global market for clean energy, technologies, products and expertise that is valued in the trillions of dollars.

The Go Electric Hydrogen Fuelling and Fleet Program, a partnership between the Province and the Canadian Hydrogen and Fuel Cell Association (CHFCA), will build on the successful deployment of Canada's first six available hydrogen fuelling stations in British Columbia and **expand the hydrogen fuelling network in the province with a minimum of 10 additional hydrogen fuelling stations**, thereby further reducing one of the key barriers to market adoption of hydrogen vehicles: fuelling infrastructure. The Go Electric Hydrogen Fuelling and Fleet Program will support the Province's *Zero-Emission Vehicles Act (ZEV Act)* which requires automakers to meet ZEV sales targets reaching 10 percent of new light-duty vehicle sales by 2025, 30 percent by 2030, and 100 percent by 2040.

This Program is intended to encourage and accelerate the adoption of FCEVs in British Columbia for both their environmental and economic benefits. Increased use of FCEVs will help shift spending on imported transportation fuels to locally made hydrogen and will help stimulate jobs and economic development in the local clean technology sector.

The purpose of this solicitation is to develop the infrastructure necessary to dispense hydrogen transportation fuel to encourage zero-emission vehicle deployment and technology innovation in the Province of British Columbia.

The total maximum funding amount available from the program for the construction of new hydrogen fuelling stations is \$8,500,000.

The total maximum funding amount available from the program for the construction of new hydrogen fuelling stations is \$850,000 per station.

The total maximum number of new hydrogen fuelling stations a Proponent can apply for under this RFP is 6 stations.

Funding support of up to \$100,000 for the operation and maintenance of the station(s) is available for successful RFP applicants via application and with supporting expense documentation to the BC Go Electric Hydrogen Fuelling and Fleet Program.

2 Eligibility Criteria

2.1 Eligible Applicants

Applications will be received from eligible “Proponents”. The Proponent will be the entity that will enter into a funding agreement with the CHFCA if the proposed project is approved.

This is an open solicitation for public and private entities. The CHFCA will not award agreements to non-complying entities and reserves the right to modify the terms and conditions prior to executing agreements.

To be eligible, all private corporations are required to be registered and in good standing under the *Business Corporations Act* or the *Canada Business Corporations Act* to enter into an agreement with the CHFCA.

The Proponent’s key personnel must have a minimum of three (3) years of experience designing, planning, constructing, testing and operating gaseous fuelling stations.

Eligible Proponents include:

- Local governments (municipalities and regional districts)
- Indigenous Communities
- Post-secondary institutions
- Business that can prove direct, demonstrative benefit to the Province of British Columbia’s economy and the environment

Proponents may submit an application alone, or an application representing a consortium. A consortium will include the Proponent, as well as one or more Partners. Applications involving a consortium are highly encouraged and may include more than one organization type. Applications that can show an Indigenous Community as a lead proponent or a partner will be awarded bonus points (up to 5 bonus points).

Eligible Partners include:

- An entity from any of the above categories (not serving as the Proponent)
- Federal ministries, departments, foundations and agencies

Provincial and federal ministries, departments, foundations or agencies are **not** eligible as a **Proponent** within a consortium.

2.2 Eligible Projects

The requirements for project eligibility apply to all projects within each Application. To be eligible under this solicitation, each project must meet each of the following criteria:

1. Build a hydrogen fuelling station or stations; in addition, satellite station or stations (see section 4.8 for a description of a satellite station) must also be included in order to provide back-up support to the main station(s). A satellite station would not be required if permanent hydrogen fuelling station(s) are within 50 kilometers distance to the proposed hydrogen fuelling station(s).
2. The Location of the station(s) must be in alignment with the British Columbia Light-Duty Vehicle Hydrogen Fuelling Network Study (Appendix B) developed for the Ministry of Energy, Mines and Low Carbon Innovation (the Ministry). **The suitability of the chosen locations for the build-out of a hydrogen station network will be one of the evaluation criteria.**
3. Be publicly accessible with consideration for a design that would enable larger vehicle sizes to access the fuelling station (meaning the project must sell or provide fuel if laws preclude the sale of hydrogen fuel, without the use of access, liability, or user contracts for either corporate customers/partners or individual consumer access).
4. Meet the Minimum Technical Requirements (Please refer to Section 4 of this document).
5. Include one or more of the following:
 - Installation of new hydrogen dispensing equipment.
 - Installation of equipment for the on-site production and dispensing of hydrogen fuel.

2.3 Eligible Project Costs

The CHFCA will provide funding for equipment, construction, and labour costs associated with developing the hydrogen fuelling stations.

The CHFCA will not reimburse for costs incurred before final execution of the grant agreement. Additionally, the CHFCA will not support research, prototype development, feasibility studies, pilot projects, business start-up initiatives, product manufacturing, educational or training programs, marketing projects, rent or leasing costs, office furniture and supplies.

Any fees paid or payable for the solicitation, negotiation, or obtaining of project funding, to any person, including a broker, consultant or advisor are not eligible for reimbursement.

Please note: Once the successful candidate is selected, a Contribution Agreement (“CA”) will be negotiated between the CHFCA and the Proponent. Eligible project costs will only include those approved costs identified within the final project budget approved for the CA.

2.4 Match Share Funding Requirements

The balance of the project cost beyond the Go Electric Hydrogen Fuelling Program is the Applicant’s required match share. This is also referred to as “match funding.” **Match funding of at least 50% of the total project costs is required.**

Applications with a greater percentage of the total project costs in match share funding will be scored higher than those with lower match share funding. The following applies to match share funding:

1. Proponents will be required to document and verify all match share expenditures and provide a synopsis of project progress in the progress reports and invoices to the CHFCA after project execution.
2. Applicants must disclose the source and provide verification and documentation for the match share funding (e.g. Written consent via signed support letter from provider of match share or confirmation via email) prior to execution of the CA with the CHFCA.
3. Match share funding may be in the form of cash or in-kind contributions such as donated labour hours, equipment, facilities, and property. Equipment, facilities, and most property may count as match funds as long as the value of the contribution is based on documented fair market values or book values, prorated for its value to the project, and depreciated or amortized over the term of the project using standard accounting principles.
4. Funding from other non-provincial government agencies may be used as match share.

2.5 Reporting and Communications

The successful Proponent to this solicitation, that has been granted funding to design and build the hydrogen fuelling station, shall commit to cooperating with the CHFCA by providing the CHFCA with regular quarterly written reports on station design and development such that consistent status or progress is known to the public. The successful Proponent will make all reasonable efforts to respond to ad-hoc status requests, as is deemed necessary for a publicly funded project.

2.6 Confidentiality

Best efforts will be made by the CHFCA to keep your application information confidential. Excepted from this is disclosure:

- as needed to administer the Go Electric Hydrogen Fuelling Program
- pursuant to the Freedom of Information and Protection of Privacy Act;
- pursuant to any requirement of law; and
- if your application has been approved for funding and announced, the CHFCA in its discretion may make public the designated project contact person's business phone number and email.

2.7 Project Commencement

The CHFCA reserves the right to rescind in whole ,the approved funding for projects that are not in a position to commence within a reasonable period of time.

2.8 Data Collection

Successful Proponents will be required to collect and submit station operation and performance data which includes information such as amount of fuel dispensed, number of fuelling occurrences, power, operating costs, and up-time/downtime to the CHFCA for a minimum of 24 months after the hydrogen fuelling station becomes operational.

3. General Solicitation Requirements

3.1 Key Activities and Dates

Key activities including dates and times for this solicitation are presented below. An addendum will be released if the dates change for the asterisked (*) activities.

ACTIVITY	ACTION DATE
Solicitation Release	June 25, 2021
Deadline for Written Questions (5:00 PM PST)	July 16, 2021
Distribute Questions/Answers and Addenda (if any) to the Solicitation	July 30, 2021
Deadline to Submit Applications by (5:00 PM PST)	August 25, 2021
Anticipated Notification Date	December 15, 2021
Station Targeted Operational Date	March 31, 2023

3.2 Project Budget and Funding Available

The Proponent will determine the budget of the station. It is the intent of the CHFCA to provide up to \$850,000 of support per station for the agreement resulting from this solicitation. The CHFCA, at its sole discretion, reserves the right to increase or decrease the amount of funds available under this solicitation.

3.3 Operational Date

The CHFCA strongly prefers that publicly accessible stations be operational by December 31, 2022 or sooner. To incentivize early station completion, Proponents that can realistically demonstrate that stations will be operational prior to December 31, 2022 will be awarded bonus points (up to 5 bonus points). Stations must be operational by March 2023.

The operational date is defined as the date by which the stations have a hydrogen fuel supply and all station/dispenser components are installed. Further, the station shall have all of the required permits from the local jurisdiction and agency. The station shall also have a completed, successful hydrogen quality test, shall have successfully fueled one fuel cell vehicle with hydrogen, and shall either, be open to the public or be able to be open to the public.

3.4 Station Location Areas

The Ministry commissioned the British Columbia Light-Duty Vehicle Hydrogen Fueling Network Study which is the basis for locating hydrogen fuelling infrastructure in the province. The Study is underpinned by vehicle energy use modelling which considers B.C. geography and weather patterns. The Study incorporates a set of infrastructure principles to guide planning and ensure safe travel in B.C.

The B.C. hydrogen station network is expected to be built out in stages over the next 20 years reaching full provincial coverage by 2040. When staging the development of this network, there will be a balance between the need for greater geographic coverage with the practical limitations of how FCEVs are likely to be adopted. The Study takes an approach that classifies stations as clusters, connectors, or destinations. Typically, networks begin with several stations in the same geographic area (clusters), which are then linked by connector and destination locations. Additional locations are added as required for gap filling, redundancy, and additional capacity.

Major Clusters

The build-out of fuelling stations benefits from a cluster approach where groups of stations (typically 7-8) are concentrated in one area to provide redundancy before expansion into a neighbouring area. Examples of locations for major clusters in the province include the Lower Mainland, the Greater Victoria area and the Central Okanagan.

Minor Clusters

In smaller population centres (between ~30,000 - 100,000 people), clusters of two to four stations should be developed simultaneously. This will ensure there is appropriate capacity to service a smaller proportion of FCEV drivers relative to larger centres, while providing adequate redundancy. Examples of locations for minor clusters in the province include Nanaimo, Kamloops, Prince George, Vernon, Penticton and Campbell River.

Connectors

Connector stations are the next step in the development of a network and provide the links that allow travel between clusters. These stations will initially have lower local demand but are critical especially given the large distances between communities in most areas of the province. Connector stations can be stand-alone for more remote areas, but multiple stations should be considered for redundancy. Examples of connector locations in the province include Hope, Merritt and Williams Lake.

Destinations

Destination stations are in popular areas that experience large inflows of traffic from non-residents. These stations may have low local demand but serve the larger population and encourage ZEV tourism. Examples of destinations in the province would include sites such as Whistler and Tofino and transportation hubs such as ferry terminals and airports.

Locations indicated in the study are suggestions for station locations based on the modelling and infrastructure principles detailed in the study. It is expected that the first 15-20

hydrogen fuelling stations will be concentrated in the Lower Mainland, Okanagan, and Vancouver Island regions.

Station Location Areas are considered locations in which potential and/or existing customers reside; this also reflects higher priority areas for the construction of hydrogen fuelling infrastructure in British Columbia to serve current and new hydrogen fuel cell vehicle customers. The Station Location Areas allow the CHFCA and Ministry to ensure that the funded station contributes to the network and is located in areas where there will be hydrogen fuel cell vehicles.

The Station Location Areas included in this solicitation are:

- Lower Mainland (Metro Vancouver Regional District and Fraser Valley Regional District)
- Vancouver Island (Capital Regional District, Cowichan Valley Regional District, and Regional District of Nanaimo)
- Thompson-Nicola Regional District
- Regional District of Central Okanagan
- Regional District of Okanagan-Similkameen
- Squamish-Lillooet Regional District

Land Access

The Project must show how they either own the land, have access to the land for a period of at least ten (10) years, or demonstrate that they have the capacity to obtain access to the land for at least ten (10) years where the project will be built. If you are still negotiating the access to site, provide details and an estimated date when an agreement will be finalized.

3.5 Agreement Execution Deadline

Funding agreements must be fully executed by the Proponent within 90 days of receiving the final Contribution Agreement (“CA”). If this deadline is missed, the CHFCA reserves the right to cancel the award and award funds to the next eligible candidate.

3.6 FCEV Fleet Support

Projects which involve a fleet operator who can commit to the purchase of hydrogen fuel cell electric vehicles (FCEVs) and can provide letters of support will score higher in accordance with the evaluation criteria. Applicants should include documentation of the fleet operator’s intent to purchase in their proposals.

4 Technical and Commercial Requirements

To be eligible under this solicitation, the proposed hydrogen fuelling station must, at a minimum, meet each of the following minimum technical requirements. Projects exceeding minimum technical requirements will score higher in accordance with the evaluation criteria.

4.1 Hydrogen Quality

Hydrogen dispensed at the station shall meet the requirements in the Society of Automotive Engineers (SAE) International J2719_202003, "Hydrogen Fuel Quality for Fuel Cell Vehicles" (https://www.sae.org/standards/content/j2719_202003/).

The hydrogen refuelling station must undergo and pass the hydrogen purity test to be considered operational, and subsequently tested every 6 months, and when the hydrogen lines are potentially exposed to contamination due to maintenance or other activity.

The station provider shall report the date of each hydrogen quality test at each dispenser at the station and any special condition(s), and submit the results to the CHFCA.

4.2 Fuelling Protocols

The station/dispenser shall meet the requirements of Society of Automotive Engineers (SAE) International J2601_202005 "Fuelling Protocols for Light Duty Gaseous Hydrogen Surface Vehicles" (https://www.sae.org/standards/content/j2601_202005/).

Applicants will be expected to, and should describe how they will, prove to the automobile companies supplying fuel cell electric vehicles that they meet all performance and safety requirements.

4.3 Minimum Peak Fuelling Capacity

The permanent station/dispenser shall be capable of meeting or exceeding the following peak fuelling capacity requirements:

- Three 10-kg T40-70 MPa fills per hour in accordance with requirements of the latest SAE International J2601.
- The Province welcomes proposals for stations/dispensers that are also capable of providing three 4-6-kg T20-35MPa fills per hour in accordance with requirements of the latest SAE International J2601. Proposals with 35 MPa filling capacity and suitable site design for medium/heavy-duty hydrogen fuel cell vehicles will be awarded bonus points in the evaluation (up to 20 bonus points).
- Please note that the station/dispenser requirement for minimum peak fuelling capacity is not six fuel cell vehicle fills in one hour. The requirement is for three fills

per hour, regardless of the type of fill, at 70MPa in a single one-hour period, back-to-back, without the vehicle user having to wait for the station to recharge.

- Applicants are strongly encouraged to propose projects that exceed the minimum peak fuelling capacity requirements herein. Applications exceeding these minimum requirements will score higher

4.4 Minimum Station Daily Fuelling Capacity

The station shall have a minimum average daily fuelling capacity of 100-200 kg. The station must be able to deliver the rated daily capacity over a 12-hour period. The average daily station capacity (kg/day) shall be the total kg of hydrogen that can be delivered to a 7 kg-capacity fuel cell vehicle according to the latest SAE J2601, over a 12-hour period. For example, a 100 kg per day station should be able to dispense 100 kg during peak fuelling hours from 6am to 6pm and allow regeneration or delivery of hydrogen to take place during the off-peak hours.

4.5 Regulatory Approval and Safety

The fuelling station must be designed for safe operation by the public and meet the requirements of the local authorities having jurisdiction which include the BC Safety Authority, local governments, and local fire departments.

4.6 Low Carbon Hydrogen Requirements

All applicants are required to provide a plan for dispensing hydrogen fuels from a low carbon source. The higher percentage of low carbon hydrogen on a per kilogram basis that is demonstrated on the applicant's portfolio of BC-funded stations will be awarded bonus points (up to 5 bonus points).

4.7 Hydrogen Price

The goal for the price of hydrogen to the consumer is to be comparable with (or less than) other automotive fuels (on a per kilometer basis). All Proponents are required to demonstrate how to meet this goal.

4.8 Satellite Station

All Proponents are required to supply a satellite station or indicate another station in the existing fuelling network which will provide support for the proposed fuelling station in the event that the latter is inaccessible. The satellite station must be available for fuelling vehicles on site within 8 hours of a main fuelling station failure. The satellite station is not required to be permanent infrastructure and proponents must provide the satellite station for a period of 3 years. This satellite infrastructure must be capable of fuelling up to 10 vehicles a day.

5 Evaluation Process and Mandatory Criteria

This section outlines the process in which all eligible applications will be evaluated. It describes the evaluation and scoring of BC’s Go Electric Hydrogen Fuelling Program funding applications.

5.1 Application Evaluation

Applications will be evaluated and scored based on their response to the information requested in this solicitation. The entire evaluation process will remain confidential. To evaluate all applications, the Ministry will organize a scoring/evaluation team. The evaluation team may consist of BC Ministry of Energy, Mines and Low Carbon Innovation staff or staff of other relevant BC Ministries, and Federal government staff.

The Applications will be evaluated as follows:

1. Administrative Screening: The Evaluation Team will screen applications for compliance with the Administrative Screening Criteria identified below. Applications that fail any of the Administrative Screening Criteria shall be disqualified and eliminated from further evaluation. Administrative screening criteria are:

- a. The Application is received by Deloitte by the specified due date and time of this solicitation.
- b. The Application is complete and signed by the Applicant’s authorized representative.
- c. The Applicant must provide sufficient information on the project’s overall budget itemized to include costs for interim and permanent infrastructure (if applicable), detailed timelines, and should include capital cost as well as written evidence of matching funds.
- d. The Applicant provides sufficient proof which demonstrates a viable financial plan to operate the station(s) for a minimum of 3 years.

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria
a) The proposal must be received at the closing location before the specified closing time.
b) The proposal must be in English and must be sent by e-mail.

2. Technical Screening: The Evaluation/scoring team will screen applications for compliance with the technical screening criteria identified below. Applications that fail any of the technical screening criteria shall be disqualified and eliminated from further evaluation. Technical screening criteria are:

- a. The Applicant is an eligible applicant (as defined in section 2.1).
- b. The Project is an eligible project (as defined in section 2.2).
- c. Proposed project meets or exceeds the Minimum Technical and Commercial Requirements (as defined in section 4).

3. Additional Grounds to Reject an Application: In addition to the Administrative and Technical screening criteria identified, the CHFCA reserves the right to reject an application or cancel an award if at any time during the application or agreement process the following circumstances are discovered:

- a. It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the applicant.
- b. The Application is intended to erroneously and fallaciously mislead the CHFCA and/or Province of BC in its evaluation of the application and the attribute, condition, or capability is a requirement of this solicitation.
- c. The applicant did not obtain at least 21 points (70% x 30 points maximum) under the Qualifications of Applicant/Project Team scoring criterion and at least 315 points (70% x 450 points maximum) overall.
- d. It does not literally comply or contains caveats that conflict with the solicitation and the variation or deviation is material or it is otherwise non-responsive.

5.2 Scoring Scale

Using this scoring scale, the evaluation/scoring team will provide a score under each criterion.

Scoring Scale

% of Possible Points	Interpretation	Explanation for Percentage Points
0%	Not Responsive	Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
10-30%	Minimally Responsive	Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable.
40-60%	Inadequate	Response addresses the requirements being scored, but there are one or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution.
70%	Adequate	Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable.
80%	Good	Response fully addresses the requirements being scored with a good degree of confidence in the Applicant's response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable.
90%	Excellent	Response fully addresses the requirements being scored with a high degree of confidence in the Applicant's response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations.
100%	Exceptional	All requirements are addressed with the highest degree of confidence in the Applicant's response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution.

5.3 Evaluation Criteria

Evaluation Criteria	Possible Points
<p>Qualifications of the Applicant/Project Team</p> <p><i>Applicants must achieve a minimum of 70% (or 21 points) under this criterion to be eligible for funding.</i></p> <p>Proposals will be evaluated on the degree to which the team:</p> <ul style="list-style-type: none"> • Is qualified (including relevant expertise, experience, and skill sets as they apply to performing the tasks described in the proposed Scope of Work) to implement the proposed project. Project teams with better qualifications will score higher and those with no applicable experience will receive zero points • Includes an Indigenous community as a project applicant or partner (5 bonus points) • Demonstrates the ability to work, as a team player, in a technical team that strives to meet technical objectives of the proposed project. • Demonstrates the ability to work with the current hydrogen refuelling technology or other gaseous fuels as evidenced by disclosure of the details of the applicant’s role working on stations in the past including the dates, locations, and fuels dispensed. • Demonstrates the ability to meet deadlines and milestones of large-scale fuelling projects. • Demonstrates the ability in logistics management that is relevant to a hydrogen refuelling station. • Demonstrates the ability to transition research and development techniques and apply them to a hydrogen refuelling station for commercialization. • Demonstrates the successful completion of recent work or projects as it relates to the scope of work of the application. 	<p>30</p> <p>(+ 5 bonus)</p>

Evaluation Criteria	Possible Points
<p>Market Viability</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • The capacity and cost is suitable for the proposed station location over time. Stations with capacities and costs more suitable to their proposed station location will score higher. • The hydrogen refuelling station(s) will work with the network of existing and planned fuelling stations and is in alignment with the British Columbia Light-Duty Vehicle Hydrogen Fuelling Study. Stations with a greater impact in terms of ability to serve the consumer, ability to reliably meet the fill needs for the demand of vehicles, and exhibit a plan for viable, continuous improvement to service the consumer and meet the capacity fill needs will score higher. • The Applicant adequately documents a higher potential demand for hydrogen refuelling at the location of the station. This could be documented by letters of support from: automobile original equipment manufacturers (OEMs), local car dealerships, potential customers, local government agencies, or other related parties, third party analysis, and/or relationship to the Station Location Areas provided in this solicitation. More detailed documentation that indicates higher demand will score higher. • The project plan describes the business opportunities and business climate. 	<p>30</p>
<p>Cost to the Consumer</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • The project plan includes the anticipated cost to the customer per kilogram of Hydrogen. Applicants with a more complete and stronger project plan will score higher. • The project includes a plan to dispense hydrogen at a price to the consumer that is comparable with (or less than) other automotive fuels (on a per kilometer basis) for three years after station installation. 	<p>90</p>
<p>Project Readiness and Timeliness</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • The project plan balances the schedule by supplying a permanent, publicly accessible station as well as a satellite station quickly, latest by December 31, 2022. Projects in which the station will be operational before December 31, 2022 will be awarded an additional 5 bonus points. • The proposed project schedule is reasonable and installation of the stations can be complete on or before the proposed install date. • The Application demonstrates that the project is consistent with existing zoning. Applications that demonstrate they are located in areas that already allow the proposed use will score higher. • Outreach to the community, including fire halls and the local governance authority is planned to educate the public about the potential hydrogen refuelling facility. Applicants with a more thorough plan will score higher. 	<p>80</p> <p>(+ 5 bonus)</p>

Evaluation Criteria	Possible Points
<ul style="list-style-type: none"> • Correspondence demonstrates that the site’s representative has committed to operating the hydrogen refuelling station. • Application demonstrates and documents site control (including but not limited to lease or access rights) needed to design the station; to install equipment and storage tanks; and for the entrance, exit and parking of vehicles to the proposed station property. Stations documenting lease or access rights and demonstrates cooperation and commitment by the site owner will score higher. 	
<p>Project Implementation Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • The station provider will implement a maintenance plan. Agreements that cover station maintenance for at least 3 years, include response to station maintenance/service issues within 12 hours and a 24-hour, toll-free service telephone will score higher. A limited amount of funding is available from the CHFCA for major maintenance upgrades, on an application basis. • The Applicant provides evidence of financial ability to operate the station for a minimum of 3 years and build/operate a satellite station to operate the main station • The Applicant provides a plan to ensure proper training and retraining over time, as practicable, for all station operators. • The station provider will implement procedures to maximize “up-time” to meet fill requests. • The station provider will implement procedures to monitor the station and ensure that regular updates can be provided in real-time via a future station tracker developed by the CHFCA and the BC Government • The Application demonstrates that the project will be completed in an effective and efficient manner. The schedule, sequence of tasks, and milestones of the proposed project are clear, complete, reasonable and logical. • The scope of work is complete and includes plans to implement the data collection requirements as described in the scope of work section. More completely planned projects that demonstrate a higher degree of potential success for project implementation will score higher. • The Application will involve a fleet operator that will purchase hydrogen fuel cell electric vehicles (FCEVs) and can show documentation of the operator’s intent to purchase FCEVs (e.g. a letter of support). 	<p>40</p>

Evaluation Criteria	Possible Points
<p>Project Budget</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • Station with a lower average cost per kg of hydrogen will score higher. • The project budget and costs are reasonable and suitable for the station’s capacity. • The proposed match share is committed in the solicitation. Applications with higher match share percentages and commitments will score higher. All match share funding must be committed before final execution of the Contribution Agreement with CHFCA. 	<p>40</p>
<p>Economic Benefits</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • The proposed project will expand business opportunities for BC-based businesses. Stations that provide greater BC economic benefits will score higher. • The proposed project creates jobs including the quantity, skill level(s), and locations of temporary and/or permanent jobs created as a result from the proposed hydrogen refuelling station. 	<p>20</p>
<p>Hydrogen Refuelling Station Performance (applicable to the installation and upgrade of hydrogen fuelling stations)</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> • The daily fuelling capacity and peak fuelling capacity of a proposed permanent station meets or exceeds the minimum requirements. • The proposed permanent station exceeds the minimum station capacity of 100 kg/day. • Proposals which provide additional 35 MPa dispensers and suitable site design for medium/heavy-duty hydrogen fuel cell vehicles will be awarded 20 bonus points. • The proposed stations provides retail-like characteristics. Stations with more, effective retail-like characteristics will score higher. Retail-like characteristics include, but are not limited to: <ul style="list-style-type: none"> ○ Lighting. ○ Unobstructed ingress/egress to the fuelling facility. ○ Directional signage to the nearest thoroughfare. ○ Maximizes the hours of operation. ○ Staffed by a fuelling station attendant. ○ Inclusive of a self-serve, menu-driven dispenser that does not require Personal Protection Equipment (PPE). ○ Provides customer experience for fuelling and payment comparable to other fuelling stations • The station can simultaneously fill fuel cell vehicles. Stations that can fill greater numbers of vehicles simultaneously will score higher. 	<p>70</p> <p>(+ 20 bonus)</p>

Evaluation Criteria	Possible Points
<ul style="list-style-type: none"> The hydrogen purity testing plan is sufficient to ensure compliance with the Minimum Technical Requirements. The proposed station plan contains a viable emergency backup plan for use in the case of station failure. 	
<p>Innovation</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> The proposed project includes innovation(s) that improve consumer fuelling experience, increase station cost-effectiveness, and/or increase the effectiveness of the hydrogen refuelling network. Innovations may include, but are not limited to: <ul style="list-style-type: none"> Unique or advanced features of the project or hydrogen refuelling station technology. The design and capability of the hydrogen station to scale up (“scalability”) or otherwise adapt as demand for hydrogen fuel increases. Use of independent hoses that work with one dispenser. 	20
<p>Sustainability</p> <p>Proposals will be evaluated on the degree to which:</p> <ul style="list-style-type: none"> The proposed project maximizes the efficient use of water through water recycling/reclaiming techniques. The proposed project helps to achieve the Province of BC’s CleanBC plan to reduce British Columbia’s GHG emissions from the transportation sector. Stations with greater GHG emission reductions will score higher. A higher percentage of low carbon hydrogen on a per kilogram basis will be awarded bonus points. The proposed project preserves and enhances the use of natural resources in the Province of BC and promotes superior environmental performance of alternative and renewable fuels. 	30 (+5 bonus)
Total Possible Points	450
Total Possible Points including Bonus	485
Minimum Passing Score (70%)	315

6 Proposal Format and Response

The following format, sequence, and instructions should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) An unaltered and completed Request for Proposals cover page, including Proponent Section as per instructions.
- b) Table of contents including page numbers.
- c) A short (one or two page) summary of the key features of the proposal.
- d) The body of the proposal which addresses as necessary, all subsections in sections 3, 4 and 5 of this RFP.

7 Schedule of Funds Disbursement

Upon entering into a written agreement with the Canadian Hydrogen and Fuel Cell Association, the successful proponent will receive their funds in milestone payments upon successful completion of the following for each station:

- 25% on submittal of final project plan and review meeting.
- 25% on substantial completion of detail engineering and purchase order of long lead items.
- 25% on receipt of building permit.
- 25% on successful filling of first FCEV vehicle.

Appendix A Contract Form

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the Canadian Hydrogen and Fuel Cell Association (CHFCA).

PROJECT SUPPORT AGREEMENT

AGREEMENT MADE THIS ___ DAY OF _____ 2021.

BETWEEN:

Canadian Hydrogen and Fuel Cell Association (“the CHFCA”) having offices at 660-475 West Georgia Street, Vancouver, BC V6B 4M9 Canada

AND:

Proponent (“The Company”)

WHEREAS:

- A. The British Columbia Provincial Government, the “Province”, recognizes that low carbon transportation technologies are one technology sector that will assist the Province in meeting its greenhouse gas emissions reduction targets while delivering economic benefits within British Columbia.
- B. The Province has established funding to facilitate the development of cost-effective hydrogen fuelling stations in British Columbia.
- C. The Province and stakeholders have identified that having a new hydrogen fuelling station(s) in British Columbia would assist development of hydrogen fuelling infrastructure and will support local industry.
- D. The Company is the successful proponent in the selection of a builder for a
- F. The Province has entered into an agreement with the CHFCA that requires and allows the CHFCA to provide funding to the Company for carrying out the Project.
- G. For the purpose of the Project, the CHFCA and the Company wish to enter into this agreement.

NOW THEREFORE in consideration of the premises and covenants and agreements set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties), the parties agree as follows:

1. DEFINITIONS

1.1. In this Agreement and the Recitals to this Agreement:

- (a) "Contribution" means, as the context requires, any payment, or the total of all payments, made by the CHFCA to the Company pursuant to this Agreement;
- (b) "Event of Default" means any event of default described in section 9.01 of this Agreement;
- (c) "FAA" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138;
- (d) "Project" means the Project as described in Schedule A;
- (e) "Term" means the term of this Agreement described in Section 2.1.

2. TERM

2.1. The term of this agreement will commence on TBD, and will end on TBD, or the completion of the station unless terminated earlier under section 9.2.

3. CONTRIBUTION

3.1. The CHFCA will provide the Contribution per the terms of Schedule B - Table of payment milestones to the Company upon receipt of:

- 1. Evidence of all sources of funding for the capital and operating funds being in place, evidenced by signed contracts with partners/investors;
 - a) In amounts coinciding with other funding sources contributions on a pro-rata basis relative to the overall capital and operating funding costs as outlined in the Company's proposal
- 2. At each stage subsequent to the initial stage, confirmation that the project remains on budget, specifications are as outlined by the Company's proposal and that the Company is not in breach of any covenant to a partner in this proposal or others.
- 3. Evidence of a signed lease, letter of intent or similar instrument for the location of the fuelling station and development application submitted to the City (to be determined).

3.2. The CHFCA's Contribution to the Company will only be applied to aspects of the Project that occur and are implemented in British Columbia.

3.3. Notwithstanding any other provision of this Agreement, the CHFCA's Contribution will amount to a maximum of \$850,000 per station.

4. COVENANTS OF THE COMPANY

- 4.1 In recognition and consideration of the Contribution by the CHFCA to the Company under this Agreement, the Company covenants and agrees that it will:
- (a) comply with the provisions of this Agreement;
 - (b) apply the Contribution solely to the implementation of the Project;
 - (c) with respect to this Agreement, establish and maintain accurate books of account and records (including supporting documents) in relation to the application by the Company of the Contribution and other funding or financing sources for the Project, following generally accepted accounting principles;
 - (d) indemnify and save harmless the CHFCA and its employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the CHFCA or any of its employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any negligent act or omission by the Company or by any of its agents, employees, officers, directors, or subcontractors in relation to this Agreement, other than the acceptance by the Company of the Contribution by the CHFCA in accordance with the provisions of this Agreement to the maximum amount of the Contribution.

5. APPROPRIATION

Not applicable.

6. ASSIGNMENT

- 6.1 The Company will not, without the prior written consent of the CHFCA assign, either directly or indirectly, this Agreement or any right of the Company under this Agreement. Consent may not be unreasonably withheld or delayed.

7. RELATIONSHIP

- 7.1 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 7.2 The Company will not be a dependant contractor, the servant, employee, or agent of the CHFCA under this Agreement.
- 7.3. The Company will not, in any manner whatsoever commit or purport to commit the CHFCA to the payment of money to any person, firm, or corporation under this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 The Company represents and warrants to the CHFCA, with the intent that the CHFCA will rely thereon in entering into this Agreement, that:
- (a) there are no actions or proceedings pending (including appeals or applications for review) or to its knowledge threatened, before any court, arbitrator, administrative agency or governmental body which, if determined against it, would result in a change occurring in its properties, assets, condition (financial or otherwise), business or operations which would materially adversely affect its ability to fulfil its obligations under this Agreement;
 - (b) it has the power and capacity to accept, execute and deliver this Agreement; and
 - (c) this Agreement is binding upon, and enforceable against, the Company in accordance with its terms.
- 8.2 All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Company are material and will conclusively be deemed to have been relied upon by the CHFCA, notwithstanding any prior or subsequent investigation by the CHFCA.
- 8.3 The provisions of sections 8.1. and 8.2 will continue in full force and affect notwithstanding the fulfillment by the Company of any or all of its obligations under this Agreement or the grant by the CHFCA to the Company of any or all of the monies that the CHFCA becomes liable to pay to the the Company pursuant to this Agreement.
- 8.4 All statements contained in any certificate or other document delivered by or on behalf of the Company to the CHFCA under, or in connection with, this Agreement will be deemed to be representations and warranties by the Company under this Agreement.
- 8.5 The Company disclaims all other warranties, representations or conditions with respect to the project (or goods or services associated with the project)

whether express or implied, including the implied warranties or merchantability, durability and fitness for a particular purpose.

9. DEFAULT

9.1 Any of the following will constitute an event of default under this Agreement:

- (a) The Company fails to comply with a material provision of this Agreement, the Province provides written notice of the failure to comply to the Company, and the Company does not cure the failure to comply within 10 business days of receipt of notice from the CHFCA;
- (b) any representation or warranty made by the Company in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Company pursuant to or as a result of this Agreement is materially untrue or incorrect;
- (d) a change occurs with respect to any one or more, including all of the properties, assets, condition (financial or otherwise), business or operations of the Company which in the reasonable opinion of the CHFCA, materially adversely affects the ability of the Company to fulfill its obligations under this Agreement;
- (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Company;
- (f) The Company becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; and
- (g) The Company substantially ceases to operate.

9.2. If an Event of Default occurs, then the CHFCA may, at its option:

- (a) terminate this Agreement by written notice from the CHFCA to the Company;
- (b) specify amounts, not to exceed in total the Contribution provided to the Company pursuant to this Agreement, that have not been accounted for and applied by the Company, that, within 10 business days of actual or deemed receipt by the Company of notice given by the CHFCA to the Company, will become due and be payable by the Company to an entity or entities designated by the CHFCA that are not within the government reporting entity as defined in the *Budget Transparency and Accountability Act*; and
- (c) require the Company to make public the fact that an Event of Default has occurred.

10. NOTICES

- 10.1 Any notice, document, statement, report, demand or grant desired or required to be given or made pursuant to this Agreement will be in writing and may be given or made if delivered personally to the party to whom it is to be given or made, or if mailed in Canada with postage prepaid addressed to:

If to the CHFCA:

Canadian Hydrogen and Fuel Cell Association
660-475 West Georgia Street
Vancouver, BC
V6B 4M9
Attn: Nicolas Hilario, Operations Manager
Telephone: (604) 283-1040

and, if to the Company: TBD

- 10.3. Either party may, from time to time, give written notice to the other party of any change of address or facsimile number of the party giving such notice and after the giving of such notice, the address or facsimile number therein specified will, for purposes of this Agreement be conclusively deemed to be the address or facsimile number of the party giving such notice.

11. NON-WAIVER

- 11.1. No term or condition of this Agreement and no breach by one party of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the other party.
- 11.2 The written waiver by one party of any breach by the other party of any term or condition of this Agreement will not be deemed a waiver of such term or condition or of any subsequent breach by the other party of the same or any other term or condition of this Agreement.

12. FURTHER ACTS AND ASSURANCES

- 12.1 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better and absolute performance of the terms and conditions of this Agreement.

13. TIME OF ESSENCE

- 13.1 Time will be of the essence of this Agreement.

14. SURVIVAL OF PROVISIONS

- 14.1 All of the provisions of this Agreement in favour of the CHFCA and all of the rights and remedies of the CHFCA, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

15. INTERPRETATION

- 15.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 15.2 The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Agreement.
- 15.3 Any reference to a statute in this Agreement, whether or not that statute has been defined, includes all regulations at any time made under or pursuant to that statute and amendments to that statute.
- 15.4 This Agreement will be interpreted and construed with such changes in number and gender as the context so requires.
- 15.5 The Schedule to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.

16. SUCCESSORS AND ASSIGNS

- 16.1 This Agreement will ensure to the benefit of and be binding upon the Company and its successors and permitted assigns and the CHFCA and its assigns.

17. DISPUTE RESOLUTION

17.1 Any disputes that arise under this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

17.2 The place of arbitration will be Vancouver, British Columbia.

18. ENTIRE AGREEMENT

18.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

19. EXECUTION BY COUNTERPARTS

19.1 This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or facsimile copy) and delivering it to the other party by facsimile transmission.

SCHEDULE “A”

Project Description

[to be inserted]

SCHEDULE “B”

Payment Milestones

[to be inserted]

Appendix B British Columbia light-Duty Vehicle Hydrogen Fuelling Network Study

See Attached.