

Return Bids to:

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Canada

Natural Resources Canada **Bid Receiving Natural Resources Canada** See herein for bid submission instructions

Request for Proposal (RFP) Demande de proposition (DDP)

Proposal To: Natural Resources Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition à: Ressources Naturelles Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments – Commentaires

Issuing Office - Bureau de distribution

Finance and Procurement Management Branch Natural Resources Canada 580 Booth Street, 5th Floor Ottawa, Ontario K1A 0E4

Title – Sujet

Technical assessment of hydrogen blending in natural gas infrastructure systems.

Solicitation No. – No de l'invitation NRCan-5000064428

Date January 27, 2022

Requisition Reference No. - Nº de la demande 5000064428

Solicitation Closes – L'invitation prend fin

- at à 02:00 PM (Eastern Standard Time (EST))
- on le March 2, 2022

Address Enquiries to: - Adresse toutes questions à:

raymond.thai@NRCan-RNCan.gc.ca

Telephone No. - No de telephone

343-543-7427

Destination - of Goods and Services: Destination - des biens et services:

As specified herein.

Security – Sécurité

There are no security requirements associated with this requirement

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No.:- No. de téléphone:

Email - Courriel :

Name and Title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Date

Signature



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The Articles contained in this document are mandatory in their entirety, unless otherwise indicated. Acceptance of these Articles, in their entirety, as they appear in this document, is a Mandatory requirement of this RFP.

Suppliers submitting a proposal containing statements implying that their proposal is conditional on modification of these clauses or containing terms and conditions that purport to supersede these clauses or derogate from them will be considered non-responsive.

Bidders with concerns regarding the provisions of the Bid Solicitation document (including the Resulting Contract Clauses) should raise such concerns in accordance with the Enquiries provision of this RFP.



PART 1 - GENERAL INFORMATION

1.1 Introduction

Canada

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- **Part 1** General Information: provides a general description of the requirement;
- **Part 2** Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- **Part 3** Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- **Part 7** Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work and the Basis of Payment.

The Appendixes include the Evaluation Criteria and the Financial Proposal Form.

1.2 Summary

By means of the RFP, Natural Resources Canada (NRCan) is seeking proposals from bidders to provide NRCan with a policy/regulatory, technical and economic assessment of Canada's readiness, and consequential steps and requirements, to develop and deploy hydrogen infrastructure in Canada. The focus will be on what is necessary to both blend hydrogen into existing natural gas infrastructure, and develop new infrastructure, so as to create a pathway for hydrogen to comprise a greater proportion of Canada's energy mix. A secondary review of existing literature, as well as primary research, is required. There are knowledge gaps in these two areas; this requirement will help to better articulate the blending limitations of hydrogen in existing natural gas systems, and how to fill them, as well as requirements to support infrastructure which would be more solely dedicated to hydrogen transmission/distribution.

Delivery Point: NRCan (email to the project authority) Period: From Date of Contract Award to June 10, 2022.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be done in writing, by email.



PART 2 - BIDDER INSTRUCTIONS

2.1 **Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the modifications to the text below. If there is a conflict between the provisions of 2003 and this document, this document prevails.

- In the complete text content (except Section 1 and 3) Delete: Public Works and Government Services Canada" and Insert: "Natural Resources Canada." Delete: "PWGSC" and Insert: "NRCan"
- Section 2: Delete: "Suppliers are required to" and Insert: "It is suggested that suppliers"
- Subsection 1 of Section 8: Delete entirely. -
- Subsection 2 of Section 8: -

Delete: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by PWGSC headquarters is: tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca, or, if applicable, the email address identified in the bid solicitation. The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.

Insert: The only acceptable email address to use with epost Connect for responses to bid solicitation issued by NRCan is: procurement-approvisionnement@NRCan-RNCan.gc.ca

Under Subsection 2 of Section 20: Not applicable

2.2 Submission of Bids

Bids must be submitted only to the Natural Resources Canada (NRCan) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation.

NRCan Bid Receiving Unit:

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

procurement-approvisionnement@NRCan-RNCan.gc.ca

Note: Bids will not be accepted if e-mailed directly to this address. This e-mail address is to be used to open an ePost Connect conversation, as detailed in the Standard Instructions 2003 (Subsection 2 of Section 08), or to send bids through an ePost Connect message if the bidder is using its own licensing agreement for ePost Connect.



IMPORTANT: It is requested that you write the bid solicitation number in "Subject" of the email:

NRCan 5000064428 - Technical assessment of hydrogen blending in natural gas infrastructure systems

NRCan will not assume responsibility for proposals directed to any other location.

The onus is on the Bidder to ensure that the bid is submitted correctly using epost Connect service. Not complying with the instructions may result in NRCan's inability to ascertain reception date and/or to consider the bid prior to contract award. Therefore, NRCan reserves the right to reject any proposal not complying with these instructions.

Due to the nature of the bid solicitation, bids transmitted by mail or facsimile to NRCan will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.



2.6 Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following reasons: as set out in the <u>Policy on Title to</u> <u>Intellectual Property Arising Under Crown Procurement Contracts</u>

Where the main purpose of the Crown Procurement Contract, or the deliverables contracted for, is:

• To generate knowledge and information for public dissemination.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically and in accordance with section 08 of <u>2003</u> standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 PDF File)

Section II: Financial Bid (1 PDF File) in <u>a separate file and document</u>

Section III: Certifications (1 PDF File) in <u>a separate file and document</u>

Prices should appear in the financial bid only. No prices should be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to the bid solicitation.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Proposal Form in Appendix #2. The total amount of Applicable Taxes must be shown separately.

Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation



Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.2 Accessible Procurement

In accordance with the <u>Treasury Board Contracting Policy</u> and the Accessible Canada Act, federal departments and agencies must consider accessibility criteria and features when procuring goods or services. Therefore, **Bidders must highlight all the accessibility features and components** of their proposal for the requirement described in the Statement of Work (SOW).



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

Canada

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 **Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Appendix #1 – Evaluation Criteria.

4.1.2 **Financial Evaluation**

Mandatory financial criteria are included in Appendix #1 – Evaluation Criteria.

4.2 **Basis of Selection**

4.2.1 Highest Rated Within Budget

- 1. To be declared responsive, a bid must:
 - a. Comply with all the requirements of the bid solicitation;
 - b. Meet all mandatory technical criteria;
 - c. Obtain the required minimum of 55 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points; and
 - d. Comply with the maximum funding requirement.

The maximum funding available for the Contract resulting from the bid solicitation is \$150,000.00 (Applicable Taxes included). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Bids not meeting (a) or (b) or (c) will be declared non responsive. The responsive bid with the highest number of points will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.



PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 **Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions (https://buyandsell.gc.ca/policy-andguidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25#integrity-provisions), all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policyeng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

 Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder or, in the case of a private company, the owners of the company.



- Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).
- Bidders bidding as partnerships do not need to provide lists of names. •

Name of Bidder: _____

Canada

OR

Name of each member of the joint venture:

Member 1:	
Member 2:	
Member 3:	
Member 4:	

Identification of the administrators/owners:

SURNAME	NAME	TITLE

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website. (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federalcontractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.



Status and Availability of Resources 5.2.3

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.4 **Education and Experience**

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.2.5 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- an individual; a.
- b. an individual who has incorporated;
- a partnership made of former public servants; or c.



d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes () No ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- date of termination of employment or retirement from the Public Service. b.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2019-01 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes () No ()

If so, the Bidder must provide the following information:

a.	name of former public servant;
b.	conditions of the lump sum payment incentive;
c.	date of termination of employment;
d.	amount of lump sum payment;
e.	rate of pay on which lump sum payment is based;

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- f. period of lump sum payment including:
 - start date ______
 - end date
 - and number of weeks ______
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

Professional	fees
--------------	------

Amount

5.2.6 Aboriginal Designation

Who is eligible?

- a) An Aboriginal business, which can be:
 - i) a band as defined by the Indian Act
 - ii) a sole proprietorship
 - iii) a limited company
 - iv) a co-operative
 - v) a partnership
 - vi) a not-for-profit organization

in which Aboriginal persons have at least 51 percent ownership and control,

OR

b. A joint venture consisting of two or more Aboriginal businesses or an Aboriginal business and a non-Aboriginal business(es), provided that the Aboriginal business(es) has at least 51 percent ownership and control of the joint venture.

When an Aboriginal business has six or more full-time employees at the date of submitting the bid, at least thirtythree percent of them must be Aboriginal persons, and this ratio must be maintained throughout the duration of the contract.

The bidder must certify in its submitted bid that it is an Aboriginal business or a joint venture constituted as described above.



□ Our Company is <u>NOT an Aboriginal Firm</u>, as identified above. \Box Our Company is an Aboriginal Firm, as identified above.

Signature

Date



PART 6 - SECURITY AND OTHER REQUIREMENTS

6.1 Security Requirements

There are no security requirements associated with this requirement.



PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

7.1 Statement of Work

Canada

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the Contractor's technical bid entitled _____, dated _____. (to be completed at contract award)

7.2 **Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-andconditions-manual) issued by Public Works and Government Services Canada.

7.2.1 General Conditions

2010B (2021-12-02), General Conditions – Professional Services - Medium Complexity, apply to and form part of the Contract.

As applicable, replace references to Public Works and Government Services Canada (PWGSC) with Natural -Resources Canada (NRCan).

7.2.2 Supplemental General Conditions

The following clauses apply to this contract:

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information.

7.3 **Dispute Resolution**

Mediation

If a dispute arising from this contract cannot be settled amicably through negotiation, then the parties agree in good faith to submit the dispute to mediation as administered by the Arbitration and Mediation Institute of Canada Inc. (AMIC). The parties acknowledge receipt of the rules of AMIC. The cost of mediation shall be borne equally by the parties.

Arbitration

If the parties cannot resolve the dispute through mediation within sixty (60) days, the parties agree to submit the dispute to arbitration pursuant to the Commercial Arbitration Act (Canada). The party requesting such arbitration shall do so by written notice to the other party/parties. The cost of the arbitration and fees of the arbitrator shall be borne equally by the parties. The arbitration shall take place in the city where the contractor carries on business before a single arbitrator to be chosen jointly by the parties. If the parties cannot agree on the choice of arbitrator



within thirty (30) days of written notice to submit the dispute to arbitration, each party will choose a representative who will select the arbitrator.

The parties may determine the procedure to be followed by the arbitrator in conducting the proceedings, or may ask the arbitrator to do so. The arbitrator shall issue a written award within thirty (30) days of hearing the parties. The award may be entered in any court having jurisdiction and enforced as a judgment of that court.

Meaning of "Dispute"

Canada

The parties agree that the word "dispute" in this clause refers to a dispute of fact or of law, other than a dispute of public law.

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request or consent of the parties to participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract and their consent to bear the cost of such process, provide to the parties a proposal for an alternative dispute resolution process to resolve their dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.

7.4 **Security Requirements**

7.4.1 There is no security requirement applicable to the Contract.

7.5 Term of Contract

7.5.1 Period of the Contract

The period of the Contract is from date of Contract Award to June 10, 2022.

7.6 **Comprehensive Land Claims Agreements (CLCAs)**

The Contract is not subject to any Comprehensive Land Claims Agreements.

7.7 **Authorities**

Contracting Authority 7.7.1

The Contracting Authority for the Contract is:

Name: **Raymond Thai** Title: **Procurement Specialist** Organization: Natural Resources Canada Address: 580 Booth Street, Ottawa, ON K1A 0E4 Telephone: 343-543-7427 E-mail address: raymond.thai@NRCan-RNCan.gc.ca



The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

7.7.2 **Project Authority** (to be provided at contract award)

The Project Authority for the Contract is:

Name: Title: Organization: Address: Telephone: E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

Contractor's Representative (to be provided at contract award) 7.7.3

Name:
Title:
Organization:
Address:
Telephone:
E-mail address

7.8 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada.

7.9 Payment

7.9.1 **Basis of Payment – Firm Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$_____ (to be provided at contract award). Customs duties are included and Applicable Taxes are extra.



Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.9.2 Method of Payment

Milestone Payments

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

7.10 Invoicing Instructions

Invoices shall be submitted using one of the following methods:

<u>E-mail:</u>
Invoicing-Facturation@nrcan-rncan.gc.ca
Note: Attach "PDF" file. No other formats will be accepted
OR
Fax:
Local NCR region: 613-947-0987 Toll-free: 1-877-947-0987
Note: Use highest quality settings available.

Please do not submit invoices using more than one method as this will not expedite payment.

Invoices and all documents relating to a contract must be submitted on the Contractor's own form and shall bear the Contract number: ______ (to be provided at contract award)

Invoicing Instructions to suppliers: <u>http://www.nrcan.gc.ca/procurement/3485</u>



7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

7.12 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.13 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) the supplemental general conditions <u>4007</u> (2010-08-16) Canada to Own Intellectual Property Rights in Foreground Information);
- c) the general conditions 2010B (2021-12-02) Professional Services Medium Complexity;
- d) Annex A, Statement of Work;
- e) Annex B, Basis of Payment;
- f) the Contractor's bid dated _____, (to be inserted at contract award)

7.14 Foreign Nationals (Canadian Contractor OR Foreign Contractor)

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

<u>OR</u>

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

7.15 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



7.16 **Contract Administration**

Canada

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the supplier or the contractor or the name of the entity awarded this contract respecting administration of this contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met, and the interpretation and application of the terms and conditions and the scope of the work of this contract are not in dispute. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa-opo.gc.ca.



ANNEX "A" - STATEMENT OF WORK

SW.1.0 TITLE

Technical assessment of hydrogen blending in natural gas infrastructure systems.

SW.2.0 BACKGROUND

Canada

In December 2020, Natural Resources Canada launched the Hydrogen Strategy for Canada, which lays out an ambitious framework of actions, through the expansion, production and use of hydrogen with which Canada will undertake to achieve our net-zero emissions goal by 2050. The Strategy highlights eight unique sets of recommendations to achieve these goals, including actions related to expanding domestic production, distribution, and use of hydrogen.

While hydrogen has been used in some industrial sectors as a raw material or input to help drive internal process operations, usage is relatively localized and limited. The production, distribution, transportation and use of hydrogen on a broader geographic and economy-wide scale remains at a nascent stage in Canada. As such, there are knowledge gaps on the extent to which existing (and potential new) infrastructure for natural gas systems could be leveraged to support and transport blended hydrogen. There are also regulatory, codes and standards requirements and gaps that require identification and analysis, to understand and map out the policy and jurisdictional requirements to accommodate and enable greater hydrogen, blending and transmission in Canada.

Although several jurisdictions in Canada and worldwide are conducting pilot projects to determine the technical feasibility of blending hydrogen into existing natural gas systems, hydrogen injection standards have yet to be established in Canada, which is a challenge for broader rollout in our economy. As such, regulatory mechanisms, codes and standards will need to be developed to support opportunities for hydrogen blending and to enable further use and expansion of hydrogen in a safe and effective manner. Furthermore, in addition to determining the technical and regulatory feasibilities of deploying existing pipeline infrastructure for such blending, completely new transmission and distribution infrastructure may also be required to supply hydrogen for end-use, in the longer term.

The focus of the next five years will be on laying the foundation for the hydrogen economy, including planning and developing new hydrogen supply and distribution infrastructure to support early deployment. The study areas in this statement of work will help inform some of these actions.

SW.3.0 OBJECTIVES

The focus of the contract is to provide a policy/regulatory, technical and economic assessment of Canada's readiness, and consequential steps and requirements, to develop and deploy hydrogen infrastructure in Canada. The focus will be on what is necessary to both blend hydrogen into existing natural gas infrastructure (e.g., pipelines, etc.), and develop new infrastructure, so as to create a pathway for hydrogen to comprise a greater proportion of Canada's energy mix. A secondary review of existing literature, as well as primary research, is required. There are knowledge gaps in these two areas; this requirement will help to better articulate the blending limitations of hydrogen in existing natural gas systems, and how to fill them, as well as requirements to support infrastructure which would be more solely dedicated to hydrogen transmission/distribution.



The result of this study will help to understand the requirements to enable hydrogen to play an increased role in our economy as the new chemical fuel of choice for residential, commercial and industrial applications.

SW.4.0 PROJECT REQUIREMENTS

Canada

SW.4.1 Tasks, Deliverables, Milestones and Schedule

The work conducted under this requirement will consist of the following:

Task #1: Review existing blending limits in natural gas infrastructure (e.g., pipelines, storage facilities, forthcoming Liquefied Natural Gas export terminals) across global jurisdictions, including potential markets in the United States for which blended Canadian hydrogen supply could be exported through pipelines. Identify the technical factors affecting blending limits, and the blending limits themselves, in existing natural gas infrastructure in Canada.

Task #2: Identify the potential options/requirements and associated costs of increasing the percentage of blended hydrogen (up to 100%) in existing and decommissioned natural gas infrastructure. The costs and benefits of these options should be compared against the construction and use of new infrastructure dedicated to hydrogen transmission and distribution.

Task #3: Complete a detailed review and assessment of the current readiness and gaps within Canada to connect hydrogen facilities to the existing natural gas production and distribution network (e.g. innovation gaps, technology gaps, investment and cost gaps, and construction gaps) vs. the gaps to develop new infrastructure dedicated to hydrogen transmission and distribution. Examine and compare over what timeframe, and at what incremental and/or total cost, for both options.

Task #4: Complete a detailed review and assessment on the readiness of provincial and federal regulatory regimes to accommodate and further manage hydrogen infrastructure—specifically the gaps in existing codes and standards in Canada as it relates to blended and pure hydrogen in natural gas and dedicated hydrogen pipeline infrastructure. This will include a jurisdictional breakdown (federal and provincial), an assessment of what a new or revised regulatory regime would look like, and changes required at the federal (e.g., Canada Energy Regulator), and provincial level. The task will also provide recommendations on which codes and standards would be amended or created and why, including how they would help manage the risks of hydrogen in pipelines (e.g., environmental, safety, Indigenous relations, public relations, etc.)

Task #5: Draft a final report, which includes an executive summary as well as:

- 1) Outlining methodologies employed;
- 2) Summarizing literature reviews, analyses, and forecasts;
- 3) Highlighting key findings and considerations for governments and industry in Canada;
- 4) Providing sources of and for data, potential caveats and removed or missing information, as well as how analyses were done, including assumptions made;
- 5) Developing a formal summary PowerPoint presentation covering the objectives, summary, results and key findings, which must be submitted with the final report and presented to NRCan, including to support a questions and answers period.



Tasks	Milestones	Deliverables	Time Schedule*
Project Kick-off		Kick-off meeting with the Project Contractor.	Mid March 2022
#1	#1 (10%)	The Project Contractor will complete a comprehensive study of current and future acceptable blending limits in existing natural gas infrastructure systems in various jurisdictions without compromising the safety of existing infrastructure. This infrastructure includes pipelines, natural gas storage facilities, and forthcoming Liquefied Natural Gas export terminals across global jurisdictions, including potential markets in the United States for which blended Canadian hydrogen supply could be exported through pipelines. The Project Contractor will also determine the factors affecting the technical blending limits and the blending limits themselves, in existing natural gas infrastructure in Canada, and estimate the potential technical blending limits in existing Canadian natural gas infrastructure. The Project Contractor will provide a written summary of the competed task, including methodology and findings.	Late March, 2022
#2, 3, 4	#2 (10%)	Project Contractor will identify the potential options/requirements and associated costs of increasing the percentage of blended hydrogen (up to 100%) in existing and decommissioned natural gas infrastructure. The costs and benefits of these options should be compared against the construction and use of new infrastructure dedicated to hydrogen transmission and distribution. The Project Contractor will provide a written summary of the completed task, including methodology and findings.	Early April, 2022



#3 (10%)	The Project Contractor will complete a detailed review and assessment of the current readiness and gaps within Canada to connect hydrogen facilities to the existing natural gas production and distribution network (e.g. innovation gaps, technology gaps, investment and cost gaps, and construction gaps) vs. the gaps to develop new infrastructure dedicated to hydrogen transmission and distribution. The Contractor should also examine and compare over what timeframe, and at what incremental and/or total cost, for both options. The Project Contractor will provide a written summary of the completed task, including methodology and findings.	Mid April, 2022
#4 (10%)	The Project Contractor will complete a detailed review and assessment on the readiness of provincial and federal regulatory regimes to accommodate and further manage hydrogen infrastructure. Specifically, the review will focus on the gaps in existing codes and standards in Canada as they relate to blended and pure hydrogen in natural gas and dedicated hydrogen pipeline infrastructure. This will include a jurisdictional breakdown (federal and provincial), an assessment of what a new or revised regulatory regime would look like, and changes required at the federal (e.g., Canada Energy Regulator), and provincial level. It will also provide recommendations on which codes and standards would be amended or created and why, including how they would help manage the risks of hydrogen in pipelines (e.g., environmental, safety, Indigenous relations, public relations, etc.)	Late April, 2022
	The Project Contractor will provide a written summary of the completed task, including methodology and findings.	



Total	100%		
		The Project Contractor to conclude all project work and submit all relevant background information/data collectedduring the project.	Early June, 2022
		The Project Contractor will also provide a final presentation of the report to NRCan, which may occur following project close-out.	Late May, 2022
		The Project Contractor will incorporate NRCan's design changes/comments and provide a final version of the Report to NRCan.	
		NRCan will review the Draft Report and provide amendment/changes. The Project Contractor will also provide a presentation of key findings and outcomes to NRCan.	Mid May, 2022
#5	#5 (60%)	The Project Contractor will prepare a Draft Report highlighting key findings and considerations for governments and industry in Canada, including its determination of acceptable blending limits in existing natural gas infrastructure. The report will also identify gaps in existing codes and standards for hydrogen blending in natural gas and dedicated hydrogen infrastructure.	Early May, 2022

*Dates are subject to change at NRCan's discretion.

SW.4.2 Reporting Requirements

The Project Contractor may be asked to present their work during the duration of the contract. All relevant documents and content can be sent electronically by email to the Project Authority (NRCan). Short written updates or the draft in progress may be requested in advance of these meetings. Face-to-face or Microsoft Teams online meetings will occur as needed. Milestones/deadlinesfor deliverables may be adjusted by the Project Authority on an as-needed basis and any adjustments will be communicated to the contractor in writing.

SW.4.3 Method and Source of Acceptance

All deliverables and services rendered under any contract are subject to inspection by the Project Authority. The Project Authority shall have the right to reject any deliverables that are not considered satisfactory, or require their correction before payment will be authorized.



SW.5.0 OTHER TERMS AND CONDITIONS OF THE SOW

SW.5.1 Contractor's Obligations

Canada

In addition to the obligations outlined in Section 4 of this Statement of Work, the Contractor must:

- Submit all written reports in electronic Microsoft Office Word and Adobe pdf format; •
- Provide source files for key visuals (.AI, JPEG, Microsoft Office suite templates and PSD files) • including all associated graphic elements;
- Upon request, provide NRCan with useful background data used in compiling the report;
- Attend meeting with stakeholders (federal departments), this will be done if necessary (i.e. further • clarification is required);
- Participate in bi-weekly teleconferences; and/or
- Attend virtual meetings, if required by the Project Authority. •

SW.5.2 NRCan's Obligations

- Provide access to departmental library, government and departmental policies and procedures, • publications, reports, studies, etc.;
- Provide comments on draft reports within ten (10 working days); and
- Provide other reasonable assistance or support as required.

SW.5.3 Language of Work

All deliverables must be submitted in English. Correspondence with NRCan may be in the contractor's official language of choice.

SW.5.4 Location of Work, Work Site and Delivery Point

The work is expected to be completed at the contractor's place of business and upon completion will be delivered to NRCan, Booth Street Complex, Ottawa, ON.

SW-6 Accessibility

The final deliverable must be delivered to NRCan in Microsoft Word and Adobe pdf format with accessibility features utilized/enabled.

If the final deliverable will be published on the NRCan website, NRCan will enable accessibility features.



ANNEX "B" - BASIS OF PAYMENT

(to be completed at contract award)

Canada



APPENDIX "1" - EVALUATION CRITERIA

Bidders are advised to address these criteria in the following order and in sufficient depth in their proposals to enable a thorough assessment. NRCan's assessment will be based solely on the information contained within the proposal. NRCan may confirm information or seek clarification from bidders.

Bidders are advised that only listing experience without providing any supporting data to describe responsibilities, duties and relevance to the criteria will not be considered demonstrated for the purpose of this evaluation. Bidders are requested to cross reference the mandatory technical and point-rated criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

The Bidder should provide complete details as to where, when (month and year) and how (through which activities/ responsibilities) the stated qualifications/experience were obtained. Experience gained during formal education shall not be considered work experience. All criteria for work experience shall be obtained in a legitimate work environment as opposed to an educational setting. Co-op terms are considered work experience provided they are related to the required services.

Bidders are also advised that the month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once. For example: project one time frame is July 2001 to December 2001; project two time frame is October 2001 to January 2002; the total months of experience for these two project references is seven (7) months.



1. Technical Criteria

1.1 Mandatory Evaluation Criteria

The Mandatory Criteria listed below will be evaluated on a simple pass/fail basis. Proposals which fail to meet the mandatory criteria will be deemed non-responsive.

Item	Mandatory Requirement	Compliant (Yes/No)	Reference to Bidder's Proposal
M1	The Bidder <u>must</u> have considerable* past experience in conducting studies related to the examination of the impacts of hydrogen blended natural gas on natural gas infrastructure (including pipeline networks) integrity and safety (including embrittlement effects).		
	*Considerable past experience is defined as having undertaken two (2) or more projects, provable by indicating titled references and commissioning parties/clients within the technical proposal, related to the subjects above in the last five (5) years from the date of bid closing.		
M2	The Bidder <u>must</u> demonstrate extensive* technicalknowledge (e.g., system integrity and safety) of hydrogen production, transportation, and consumption infrastructure, including as it relates to hydrogen blended with natural gas.		
	*Extensive technical knowledge is defined as having a minimum of three (3) or more years of experience related to the topics above, evidenced by including a Curriculum Vitae (CV) and list of projects, in the technical bid.		
M3	The Bidder <u>must</u> demonstrate extensive* technicalknowledge (e.g., system integrity and safety) of natural gas infrastructure systems (including transmission and distribution).		
	*Extensive knowledge is defined as having a minimum of three (3) or more years of experience related to the topics above, evidenced by including a CV and list of projects in the technical bid.		
M4	The Bidder <u>must</u> demonstrate extensive* knowledge of codes, standards, and regulations related to natural gas transmission and distribution systems in Canada.		
	*Extensive knowledge is defined as having three (3) or more years of experience related to the topics above, evidenced by including a CV and list of projects in the technical bid.		



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M5	The Bidder's proposed Project Team has considerable* cumulative experience in undertaking studies of a complexity comparable to that proposed in this Statement of Work for national or sub-national governments (e.g., Provincial or Territorial Governments).	
	*Considerable cumulative past experience is defined as having undertaken three (3) or more projects related to topics in at least three (3) of either mandatory technical M1, M2, M3, <u>or</u> M4, within in the last five (5) years from the date of bid closing.	
M6	The Bidder <u>must</u> provide a detailed work plan which includes an explanation for the roles and tasks of each Project Team member and identifies the Project Leader for the Team.	
	Bidders must a detailed Table of Contents, outlining key topics that will be included in the work plan, which follows the tasks outlined in this Statement of Work.	



1.2 Evaluation of rated criteria

The criteria contained herein will be used by NRCan to evaluate each proposal that has met all of the mandatory criteria.

Proposals must achieve the stated minimum points required overall for the rated criteria to be assessed as responsive under the point rated technical criteria section; proposals not meeting the minimum required points will be deemed non-responsive.

Proposals will be evaluated based on the following criteria:

Item	Requirement	Points Breakdown	Max Points
R1		A maximum of thirty (30) points will be awarded as follows:	30
	Points will be awarded to the Bidder for additional project summaries submitted under mandatory technical (M1)	Five (5) project summaries submitted 30 points	
	*Recent is defined as within the last ten (10) years	Four (4) project summaries submitted – 20 points	
		Three (3) project summaries submitted – 10 points	
		Note: A maximum of three (3) additional project summaries (five in total) will be evaluated. If Bidders submit more than five (5) total project summaries, NRCan will evaluate based on the order presented in the Bidder's technical bid.	
R2		A maximum of thirty (30) points will be awarded as follows:	30
	The Bidder's project team has a minimum of two (2) project team members each with a minimum of five (5) years of *related experience demonstrated through a CV.	A minimum of two (2) members of the Project Team each have a minimum of ten (10) years of experience, the Project	
	*Related experience is defined as experience examining technical issues (e.g., system integrity and safety) related to natural gas or hydrogen infrastructure (e.g., production, transmission, distribution, and storage infrastructure).	(25) years of experience – 30 points	



		A minimum of two (2) members of the Project Team each have a minimum of seven (7) years of experience, the Project Team has a cumulative of twenty-five (25) years of experience – 20 points	
		A minimum of two (2) members of the Project Team each have a minimum of five (5) years of experience, the Project Team has a cumulative of twenty (20) years of experience – 10 points	
		The Project Team does not include more than one person with a minimum of five (5) years of experience, the Project Team does have a cumulative of twenty (20) years of experience – 5 points	
R3	Project Team Capacity (Codes and Standards) A minimum of one (1) member of the Bidder's project team should have a minimum of five (5) years of experience related to existing codes and standards for natural gas in current infrastructure systems, demonstrated through a CV.	A maximum of thirty (30) points will be awarded. A minimum of one (1) member of the Project Team has a minimum of ten (10) years of experience. – 30 points A minimum of one (1) member of the Project Team has a minimum of seven (7) years of experience. – 20 points A minimum of one (1) member of the Project Team has a minimum of five (5) years of experience – 10 points	30
R4	Study Outline Points will be awarded to proposals that convey the Bidders' intended approach for developing the study.	A maximum of 10 points will be awarded The Project Team addresses all project tasks in the table of contents – 10 points The Project Team does not address all project tasks in the table of contents – 0 points	10



2. Financial Criteria

2.1 Mandatory Financial Criteria

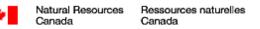
Bidders must provide financial details as requested in this appendix. Proposals which do not contain pricing details as requested below shall be considered incomplete and non-responsive.

MANDATORY FINANCIAL CRITERIA

The maximum funding available for the Contract resulting from the bid solicitation is **\$150,000.00** (Applicable Taxes included). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

Any bids received in excess of this maximum funding will be automatically deemed non-responsive and will not be evaluated.

Item	Mandatory Criteria	Proposal Page #
MF1	The total cost of the Bidder's financial proposal <u>must</u> not exceed \$150,000.00 CAD (Applicable Taxes included)	



APPENDIX "2" - FINANCIAL PROPOSAL FORM

Firm Price - Milestone Payments

Bidder tendered all-inclusive firm price to perform the work is in Canadian funds, applicable taxes excluded. Any Travel and Living Expenses and other miscellaneous expenses must be included in the firm price.

Milestone #	Description of Milestone*	Firm Price (Applicable Taxes Excluded)
1 (10%)	Milestone #1 as per SW 4.1 of the Statement of Work under Annex "A"	\$
	By late March, 2022	
2 (10%)	Milestone #2 as per SW 4.1 of the Statement of Work under Annex "A"	\$
	By early April, 2022	
3 (10%)	Milestone #3 as per SW 4.1 of the Statement of Work under Annex "A"	\$
	By mid April, 2022	
4 (10%)	Milestone #4 as per SW 4.1 of the Statement of Work under Annex "A"	\$
	By late April, 2022	
5 (60%)	Milestone #5 as per SW 4.1 of the Statement of Work under Annex "A"	\$
Total (100%)	By June 10, 2022	
	Total Firm Price for Financial Proposal Evaluation:	\$

*Dates are subject to change at NRCan's discretion.