

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services 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 aux: Travaux Publics et Services
Gouvernementaux 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

Title - Sujet Petroleum Analysis Software	
Solicitation No. - N° de l'invitation A2770-136011/A	Date 2013-12-23
Client Reference No. - N° de référence du client AANDC	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-023-10073	
File No. - N° de dossier EDM-3-36196 (023)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-03	Time Zone Fuseau horaire Mountain Standard Time MST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Taylor, Ian	Buyer Id - Id de l'acheteur edm023
Telephone No. - N° de téléphone (780) 497-3621 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ABORIGINAL AFFAIRS & NORTHERN DEVELOPMENT CANADA Indian Oil & Gas Canada Suite 100, 9911 CHULA BLVD TSUU T'INA SARCEE Alberta T2W6H6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
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)	
Signature	Date

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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List of Annexes:

Annex A	Requirement
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PART 1 - GENERAL INFORMATION

1. Introduction

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: includes the certifications to be provided;
- Part 6 Security, Financial 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 Requirement, the Basis of Payment, the Task Authorization Form 572 and any other annexes.

2. Summary

Indian Oil and Gas Canada (IOGC), a Special Operating Agency within the Department of Aboriginal Affairs and Northern Development has a requirement for Petroleum Engineering and Economics Analysis Software and associated training.

The selected Software must be an integrated solution allowing IOGC staff to:

1. Compile and display the history of petroleum production by individual well, producing formation, geographic area or by other customized groupings, with the ability to apply a different Indian interest percent / owner share to each well, in order to determine various producing characteristics of the wells, producing formations, etc, and to predict future production rates for the First Nation's share of production;
2. Evaluate the economics of existing and proposed petroleum projects;
3. Estimate, report on and otherwise manage petroleum reserves and resources, also according to well, pool or other customized groupings with the ability to apply a different Indian interest percent / owner share to each well;
4. Create forecasts of oil, natural gas and natural gas product production, in addition to related royalty revenue forecasts.

This requirement is requested to be provided before March 31, 2014.

The contract period for the Software is to be three years with an option to extend the contract period up to two additional consecutive one-year periods.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of standard Instructions 2003.

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The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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/standard-acquisition-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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I:	Technical Bid	(1 hard copy and 1 soft copy on CD, DVD, or USB Drive)
Section II:	Financial Bid	(1 hard copy)
Section III:	Certifications	(1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must 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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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 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

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

- 1.2 **Exchange Rate Fluctuation**

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

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Failure to meet any of the following mandatory criteria at solicitation closing will render your submission non-compliant and given no further consideration.

- a. Bidders must meet the requirements of the Mandatory Requirements outlined in Section 3.1 of ANNEX A - REQUIREMENT.

1.1.2 Point Rated Technical Criteria

For Section 3.2, Rated Requirements of ANNEX A - REQUIREMENT, Bidders are required to meet a minimum pass mark of 50% for each rated area (A through H) and an overall pass mark of 60%.

1.2 Financial Evaluation

- 1.2.1 The financial evaluation will be as per ANNEX B - BASIS OF PAYMENT.

- A. For Section A: Software, the cost for each of the three years and the two option years will be added together to determine a total price for software.
- B. For Section B: Training, the cost per person for the Initial Training and Refresher Training will be multiplied by 6 people and added together to determine a total estimated price for training.
- C. The total price for software will be added to the total estimated price for training to determine a total evaluated price.

SACC Manual Clause A0220T (2013-04-25), Evaluation of Price

2. Basis of Selection

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum points specified for criterion numbers in section 3.2 Rated Requirements for the technical evaluation, and
 - d. obtain the required minimum of 232 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 386 points.
- 2. Bids not meeting (a) or (b) or (c) and (d) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.

4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)

		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

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.

1.3 Software Publisher Certification and Software Publisher Authorization

- (a) If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For

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Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

- (c) In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Requirement

_____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirement, in accordance with, and at the prices set out in, the Contract. This includes:

- (i) granting the license to use the Licensed Software described in the Contract;
 - (ii) providing the Software Documentation;
 - (iii) providing maintenance and support for the Licensed Software during the Software Support Period;
 - (iv) providing professional services, as and when requested by Canada;
 - (v) providing training, as and when requested by Canada,
- to one location to be designated by Canada.

1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

1.2.1 Task Authorization Process

1. The Procurement authority will provide the Contractor with a description of the task using the "Task Authorization" form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Procurement authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Procurement authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

1.2.2 Task Authorization Limit

The Procurement authority may authorize individual task authorizations up to a limit of \$25,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

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-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4003 (2010-08-16), Licensed Software and 4004 (2013-04-25), Maintenance and Support Services for Licensed Software apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from _____ (*fill in start date of the period*) to _____ inclusive (*fill in end date of the period*). (For a period of 3 years)

The contract must be awarded before March 31, 2014.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ian Taylor
 Title: Supply Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Directorate: Western Region
 Address: 5th Floor, Telus Plaza North, 10025 Jasper Avenue, Edmonton, AB T5J 1S6
 Telephone: 780-497-3621
 Facsimile: 780-497-3510

E-mail address: lan.Taylor@pwgsc-tpsgc.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.

5.2 Procurement Authority

The Procurement Authority for the Contract is: (will be released at contract award)

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone : _____
 Facsimile: _____
 E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative (To be completed by the contractor and submitted at time of bid.)

Name: _____
 Organization: _____
 Address: _____

Telephone : _____
 Facsimile: _____
 E-mail address: _____

6. Payment

6.1 Basis of Payment

6.1.1 For the Requirement described in the Basis of Payment / Firm Requirement ITEM A in Annex "B":

In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid a firm price for a cost of \$ _____ (to be completed upon contract award). Customs duties are included and Applicable Taxes are extra.

For the firm price portion of the Work only, 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.

6.1.2 For the Requirement described in Basis of Payment ITEM B in Annex "B":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are included and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed the amount set out on page 1 of the Contract, less any Applicable Taxes. With respect to the amount set out on page 1 of the Contract, Customs duties are included and Applicable Taxes are included. Any commitments to purchase specific amounts or values of goods or services are described elsewhere in the Contract.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum when:
 - (A) it is 75 percent committed, or
 - (B) 4 months before the Contract expiry date, or
 - (C) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,
 whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Providing this information does not increase Canada's liability.

6.3 Method of Payment for Task Authorizations with a Firm Price - Lump Sum Payment on Completion:

Canada will pay the Contractor upon completion and delivery of all the Work associated with the Task Authorization in accordance with the payment provisions of the Contract if:

- A. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- B. all such documents have been verified by Canada;
- C. the Work delivered has been accepted by Canada.

6.4 Method of Payment - Advance Payment

Canada will pay the Contractor in advance for the License(s) services if:

- (A) An accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (B) All such documents have been verified by Canada.

Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

6.5 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

7. Invoicing Instructions

- a. The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b. The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c. By submitting invoices (other than for any items subject to an advance payment) the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d. The Contractor must provide the original of each invoice to the Technical Authority. On request, the Contractor must provide a copy of any invoices requested by the Contracting Authority.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. 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:
 - i. 4003 (2010-08-16), Licensed Software
 - ii. 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2030 (2013-06-27), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's bid dated _____, (*insert date of bid*)

11. Foreign Nationals (Canadian Contractor)

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

OR

11. Foreign Nationals (Foreign Contractor)

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

12. Insurance

SACC *Manual* clause G1005C (2008-05-12) Insurance

13. Licensed Software

- (a) With respect to the provisions of Supplemental General Conditions 4003:

Licensed Software	The Licensed Software, which is defined in 4003, includes all the products offered by the Contractor in its bid, and any other software code required for those products to function in accordance with the Software Documentation and the Specifications, including without limitation all of the following products: _____ [<i>this information will be completed at contract award using information in the Contractor's bid</i>]
Type of License being Granted	Entity License
Entity Licensed	The Entity Licensed is the Client.
Delivery Location	If the software is in a CD or DVD format, delivery is to be the IOGC office in Calgary: [<i>address to be included at award</i>]

Media on which Licensed Software must be Delivered	No specified media.
Term of License	[_____ to _____ (for a period of three years)
Source Code Escrow Required	No

- (b) **On-going Maintenance of Software Code:** The Contractor must continue to maintain the version of the Licensed Software (i.e., the version or "build" originally licensed under the Contract) as a commercial product (i.e., the Contractor or the software publisher must be continuing to develop new code in respect of the Licensed Software to maintain its functionality, enhance it, and deal with Software Errors) for at least 2 years from the date the Contract is awarded. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the then-current version or "build" of the Licensed Software and, instead, decides to provide upgrades to the Licensed Software as part of the Software Support, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation

14. Licensed Software Maintenance and Support

With respect to the provisions of Supplemental General Conditions 4004:

Software Support Period	_____ to _____ (for a period of three years)
Option to Extend Software Support Period	The Contractor grants to Canada the irrevocable option(s) to extend the Software Support Period by 2 additional 12-month periods, exercisable at any time during the Contract Period. The Contractor agrees that, during the entire Software Support Period, the prices will be those set out in Annex B. The option(s) may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, by a contract amendment.
Hours for Providing Support Services	The Contractor's personnel must be available from ____ a.m. until ____ p.m., local time, at the site where the Licensed Programs are installed, Monday through Friday, exclusive of statutory holidays observed by Canada at the site where the service is required. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Contractor must provide On-site Support Services	No
Contractor must provide Swift Action Tactical (SWAT) services	No
Contact Information for Accessing the Contractor's Support Services	In accordance with Section 5 of 4004, the Contractor will make its Support Services available through the following: Toll-free Telephone Access: _____ Toll-free Fax Access: _____ Email Access: _____ The Contractor must respond to all telephone, fax or email communications (with a live service agent) within

	60 minutes of the initial time of the Client or User's initial communication. <i>[Note to Bidders: This information will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Website	In accordance with Section 5 of 4004, the Contractor must make Support Services available over the Internet. To do so, the Contractor must include, as a minimum, frequently asked questions and on-line software diagnostic routines and support tools. Despite the Hours for Providing Support Services, the Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address for web support is _____. <i>[Note to Bidders: The website address will be completed at the time of contract award with information supplied by the Contractor. Bidders are requested to provide this information in their bids.]</i>
Language of Support Services	The Support Services must be provided in English

15. Training

(a) **Providing Training:** Training for IOGC will be requested via Task Authority and will consist of classroom training at IOGC's offices. The Client Technical Authority will be responsible for approving the course content and the scheduling of training at least 15 calendar days prior to the date the classroom training is required.

(b) **Providing Software Training:**

- (i) The Contractor must provide Classroom training on the software products that form part of the requirement on an "as-and-when-requested" basis during the Contract Period when a Task Authorization for training is issued in accordance with the Contract.
- (ii) Canada may issue a Task Authorization whenever it has at least 2 people who require training.
- (iii) The training must be provided at IOGCs location as requested in the Task Authorization.
- (iv) The training must be available within 30 working days of the Task Authorization being issued.
- (v) The training, including both the instruction and the course materials, must be provided in (please indicate the language offering)

English []

French []

If the training provided in one of Canada's official languages, Canada has the right to translate it or have it translated for its own use. Canada owns any translation and is not required to provide it to the Contractor. Canada must include any copyright and proprietary right notices that are part of the original document in any translation. The

Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.

- (vi) Before providing any training, at least 15 working days in advance of the first training session, the Contractor must submit the course syllabus and schedule, the training materials, and the names and qualifications of the instructors to the Technical Authority for approval.

16. Safeguarding Electronic Media

- (a) Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.
- (b) If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

Solicitation No. - N° de l'invitation

A2770-136011/A

Client Ref. No. - N° de réf. du client

AANDC

Amd. No. - N° de la modif.

File No. - N° du dossier

EDM-3-36196

Buyer ID - Id de l'acheteur

edm023

CCC No./N° CCC - FMS No/ N° VME

ANNEX A

REQUIREMENT

Please see attached document

ANNEX B**BASIS OF PAYMENT**

- Firm Unit Prices are FOB Destination. This includes, but is not limited to packaging, labelling and brokerage fees.
- Firm Unit Prices do not include GST/HST. GST/HST will be added as a separate line item to any invoice issued as a result of a Contract.
- All Firm Unit Prices are in CAN Dollars.

Section A: Software (License, Maintenance and Support)

- Licensed Software, Maintenance and Support: For the license(s) to use the Licensed Software (including delivery, installation, integration and configuration of the Licensed Software and the Software Documentation, if required) in accordance with the Contract, Canada will pay the Contractor the firm price set out below, FOB destination, including all customs duties, Applicable Taxes extra. The firm prices include the warranty during the Software Warranty Period and maintenance and support during the Software Support Period (including for any additional licenses purchased during the Contract Period).

Year 1: (Start Date) until (End Date) \$ _____

Year 2: (Start Date) until (End Date) \$ _____

Year 3: (Start Date) until (End Date) \$ _____

Three Year Total: \$ _____

Option Year 1: (Start Date) until (End Date) \$ _____

Option Year 2: (Start Date) until (End Date) \$ _____

Section B: Training

- For training courses, as and when requested by Canada during the Contract Period, Canada will pay the Contractor the firm price per person set out in Annex B, upon completion of the course, Applicable Taxes extra.
- Canada will not pay any travel or living expenses associated with performing the Work.
- For evaluation purposes only. The estimated training is to have 6 people trained midway through year 1, and a refresher for new software features about midway year 3 to 4. Training may be delivered to all six people at once, or two sets of three on separate occasions.

Initial Training: \$ _____/person

Refresher Training: \$ _____/person

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AANDC

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ANNEX C

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

See attached below

Solicitation No. - N° de l'invitation

A2770-136011/A

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Buyer ID - Id de l'acheteur

edm023

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File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

AANDC

EDM-3-36196

Form A

Software Publisher Certification Form

(to be used where the Bidder itself is the Software Publisher)

The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:

[bidders should add or remove lines as needed]

Form B**Software Publisher Authorization Form**

(to be used where the Bidder is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

[bidders should add or remove lines as needed]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Solicitation Number _____

Name of Bidder _____

ANNEX A - REQUIREMENT

Petroleum Engineering and Economics Analysis Software for Indian Oil and Gas Canada

1.0 SCOPE

Indian Oil and Gas Canada (IOGC), a Special Operating Agency within the Department of Aboriginal Affairs and Northern Development ("the Department"), has a requirement for Petroleum Engineering and Economics Analysis Software. The Software is needed because the existing software that IOGC uses is nearing its contract expiry date.

The selected Software must be an integrated solution allowing IOGC staff to:

1. Compile and display the history of petroleum production by individual well, producing formation, geographic area or by other customized groupings, with the ability to apply a different Indian interest percent / owner share to each well, in order to determine various producing characteristics of the wells, producing formations, etc, and to predict future production rates for the First Nation's share of production;
2. Evaluate the economics of existing and proposed petroleum projects;
3. Estimate, report on and otherwise manage petroleum reserves and resources, also according to well, pool or other customized groupings with the ability to apply a different Indian interest percent / owner share to each well;
4. Create forecasts of oil, natural gas and natural gas product production, in addition to related royalty revenue forecasts.

The functionality provided by the Software must encompass, but not be limited to:

1. Production history/forecasting;
2. Economics analysis;
3. Reserves/resource management;
4. Saving, retrieving, reporting and printing functionalities;
5. Graphical User Interface (GUI) access;
6. Importing data from and exporting data and reports to a variety of standard file formats;
7. Administration, backup and recovery;
8. Searching;
9. User help;
10. User preferences;
11. English language support;
12. Scalability;
13. Imperial and SI units toggle/option; and
14. Multiple concurrent users.

2.0 CONTEXT

Indian Oil and Gas Canada (IOGC) was established in 1987 as a dedicated branch within the Department and affirmed as a Special Operating Agency in 1993 to increase its client focus.

IOGC is dedicated to managing oil and gas development on First Nation lands and to furthering First Nation initiatives to control their resources. IOGC operates in accordance with the *Indian Oil and Gas Act* and the *Indian Oil and Gas Regulations, 1995*.

To meet its various fiduciary and statutory responsibilities, IOGC uses an assortment of computer software. IOGC's engineering area has need of commercially available software that will enable it to continue to perform specific duties in its service to First Nations, such as production and revenue forecasting, economic evaluations and maintaining a hydrocarbon reserves inventory. IOGC has approximately seventy First Nation clients, who use IOGC's work for planning, decision-making and budgeting purposes. IOGC management also monitors corporate roll-ups of forecasts and inventory to inform and assist in making strategic decisions.

3.0 REQUIREMENTS

3.1 MANDATORY REQUIREMENTS

Bidders' proposals must meet all the Mandatory Requirements in order for their proposals to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) or more of the Mandatory Requirements will result in their proposal being deemed non-compliant, with the proposal being given no further consideration.

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
A	Company			
MA1	The Company/Firm must have a minimum 10 years of experience developing, installing and supporting oil and gas-related production-, economic- and reserves/resources-related software.			
B	Software – General Requirements			
MB1	The Software must provide the following required functionalities as a unified, harmonized and integrated product, through one single coordinated set of interfaces. These functionalities include, but are not limited to:			

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
	<ol style="list-style-type: none"> 1. Production history/forecasting; 2. Economics analysis; 3. Reserves/resource management; 4. Saving, retrieving, reporting and printing functionalities; 5. Graphical User Interface (GUI) access; 6. Importing data from and exporting data and reports to a variety of standard file formats; 7. Administration, backup and recovery; 8. Searching; 9. User help; 10. User preferences; 11. English language support; 12. Scalability; 13. Imperial and SI units toggle/option; and 14. Multiple concurrent users. 			
MB2	<p>The Software must enable the preservation and protection of installation specific material across updates to the Software. Installation specific material includes, but is not limited to:</p> <ol style="list-style-type: none"> 1. Configuration parameters; 2. Customizations; 3. Help screens; 4. Content; 5. Metadata; 6. Workflows; 7. Application integration capabilities; and 8. User registration and personalization attributes. 			
MB3	<p>The Software must deliver, enable and support the functionality to create and manage user profiles within the environment including, but not limited to:</p> <ol style="list-style-type: none"> 1. Creation of a user with an associated user profile including security and access attributes appropriate to that user profile; 2. Creating a group of users with common security attributes and profiles; 3. Defining "roles" with role-specific attributes such as an Administrator 			

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
	role; 4. Enrolling users into groups and assigning roles and attributes; 5. Removing users from groups; and 6. Modifying user attributes.			
MB4	The Software must restrict access to fields, menus, screens, specific functions and content on the basis of: 1. Individual user; 2. User group; and 3. Global (include/exclude all).			
MB5	The Software must allow a User with administrative rights to create and select security profiles that can then be applied to individuals or groups.			
MB6	The Software must, for each password, be able to force Users to change password within a User-defined period of time.			
MB7	The Software must accommodate a single unified password.			
MB8	The Software must allow Users to change passwords as desired.			
MB9	The Software must password protect log in with the following minimum features: 1. Length of password; and 2. Case sensitive passwords.			
MB10	The Software must define the action taken if the number of invalid log in attempts exceeds the User-defined threshold e.g., disable User profile.			
MB11	The Software must provide for a minimum of three concurrent Users and must be expandable to ten concurrent Users. Concurrent Users are Users who are logged onto the Software and are using the Software functions concurrently with each other.			

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
MB12	If the maximum number of concurrent Users is logged onto the Software, attempts by other Users to access the Software must result in messages notifying the other Users that the User limit has been reached, and they will have to wait for some Users to log off.			
MB13	The Software must be able to be installed locally on IOGC's servers. IOGC uses an Oracle Forms and Reports server.			
MB14	The Software must protect operational information and data such as configuration data, preferences and content. The Software must ensure the integrity, security, performance and accessibility of the operational data kept within it.			
MB15	The Software must be designed for high availability and scalability so that it will function as its context changes in size or volume.			
C	Software – Forecasting Requirements			
MC1	The Software's petroleum production forecasting component must include the following three forecasting methods: decline analysis, material balance estimates and volumetric estimates.			
MC2	The Software's decline analysis forecasting must be able to generate the best-fit decline, allowing for exponential, hyperbolic or harmonic decline types, and allow the User to modify the best-fit decline and to create additional declines of various types.			
MC3	The Software's material balance forecasting must be able to perform a P/Z analysis at either a well or a pool/formation level.			

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
MC4	The Software's forecasting component must allow forecasting by single well or by group of wells.			
MC5	The Software's forecasting component must allow the User to load production and other data by importing from file and also by manually entering data in Software screens.			
MC6	The Software's forecasting component must allow the User to apply technical or economic cutoffs.			
D	Software – Economics Analysis Requirements			
MD1	The Software's economics analysis component must run before tax and after tax economics.			
MD2	The Software's economics analysis component must use production and price forecasts supplied by the User, with the option to use production forecasts generated in the forecasting component and the option to save various price forecasts in specified files to facilitate reusing them.			
MD3	The Software's economics analysis component must allow entry of and reporting with working interests and lessor interests.			
MD4	<p>The Software's economics analysis component must include up-to-date provincial and federal fiscal regimes, including royalty structures and taxes, at a minimum including the following:</p> <ol style="list-style-type: none"> 1. Alberta; 2. British Columbia; 3. Manitoba; 4. Saskatchewan; 5. Canada; and 6. Indian Oil and Gas Regulations. 			

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
MD5	The Software's economics analysis component must allow for the application of Gross Overriding Royalties and manual royalty rates.			
MD6	The Software's economics analysis component must allow conversion of interests at payout time, at a scheduled calendar time, or based upon cumulative volumes or revenues.			
MD7	The Software's economics analysis component must allow the User to specify various capital and operating costs, with the application of the appropriate expenditure category (e.g. COGPE, CEE, CDE, CCA) and the applicable tax depreciation rate to the capital costs.			
MD8	<p>The Software's economics analysis component must provide for a variety of standard reports using standard report fields including but not limited to:</p> <ol style="list-style-type: none"> 1. Year 2. Well count 3. Production rates and sales volumes by product 4. Shrinkage for gas 5. Selling prices by product 6. Gross and net revenues 7. Operating and capital costs and other deductions 8. Abandonment and salvage amounts 9. Provincial and freehold royalty amounts 10. Provincial and federal tax rates and amounts 11. Taxable income 12. Before tax and after tax cash flows 13. Net present values at various standard discount rates 14. Economic indicators such as rate of return and payout 			
E	Software – Reserves Management			

	MANDATORY CRITERIA	Bidder's Response including proof of compliance and reference to the supporting documentation	MET	NOT MET
	Requirements			
ME1	The Software's reserves management component must be able to classify reserves as proved, probable and possible, and producing/non-producing.			
ME2	The Software's reserves management component must provide for standard reports.			

3.2 RATED REQUIREMENTS

It is the responsibility of the Bidder to ensure the completeness, clarity and provision of sufficiently detailed evidence to enable the evaluation team to evaluate the Bidder's proposal on the basis of the criteria contained within.

- Bidders are to reference their supporting information in the column "Cross Reference to Proposal" in the tables below.

A	Rated Requirements Company	Max No. of Points	Points Awarded	Cross Reference to Proposal
RA1	Number of active clients in Canada and/or abroad using the Bidder's Software. Less than 10 active clients = 0 points 10 to 24 active clients = 5 points 25 to 49 active clients = 10 points 50 to 99 active clients = 15 points 100 or more active clients = 20 points	20		
	Maximum Points Minimum Points (50% pass)	20 10		

B	Rated Requirements Software - General Features	Max No. of Points	Points Awarded	Cross Reference to Proposal
RB1	The Software is supported by Citrix. Yes 10 points No 0 points	10		
RB2	The software provides troubleshooting suggestions and/or wizard. (e.g., identifying the problem, the possible cause of the error and suggested actions to rectify the problem). Yes 10 points No 0 points	10		

RB3	<p>The Software provides the following types of help:</p> <ol style="list-style-type: none"> 1. Context sensitive 2. Online manual 3. Tutorials 4. Quick tours 5. Micro or bubble help for all icons, codes, fields <p>Three points for each of the above types of help that the Software provides.</p>	15		
RB4	<p>The Software's User help function provides an index.</p> <p>Yes 5 points No 0 points</p>	5		
RB5	<p>The Software's User help function provides a table of contents.</p> <p>Yes 5 points No 0 points</p>	5		
RB6	<p>The Software exports data to the following applications:</p> <ol style="list-style-type: none"> 1. MS Excel 2. MS Access 3. MS Word <p>Five points for each of the above applications to which the Software exports data.</p>	15		
RB7	<p>The Software exports data and reports to the following formats:</p> <ol style="list-style-type: none"> 1. Csv 2. Tab delimited 3. Text 4. HTML 5. PDF 6. ASCII 7. Other standard format (identify) <p>Two points for each of the above types of formats to which the Software can export data.</p>	14		
RB8	<p>The Software can email screen shots and reports from within the application.</p> <p>Reports - Yes 5 points Screen shots - Yes 5 points Neither 0 points</p>	10		

RB9	<p>The Software imports data from the following formats:</p> <ol style="list-style-type: none"> 1. Csv 2. Tab delimited 3. ASCII 4. Other standard format (identify) <p>Two-and-a-half points for each of the above types of formats from which the Software can import data.</p>	10		
RB10	<p>The Software can establish an audit trail that tracks User log ins and log outs.</p> <p>Yes 5 points No 0 points</p>	5		
RB11	<p>The Software can establish an audit trail that tracks changes to the data base including:</p> <ol style="list-style-type: none"> 1. View record before change 2. View record after change 3. User ID 4. Time and date stamp <p>Two-and-a-half points for each of the above that are tracked.</p>	10		
RB12	<p>The Software provides a hierarchy of assets from an individual well level up to a corporate level.</p> <p>Yes 5 points No 0 points</p>	5		
RB13	<p>The Software's hierarchy of assets is customizable by the User.</p> <p>Yes 5 points No 0 points Not applicable 0 points</p>	5		
RB14	<p>The Software makes use of Simple Mail Transfer Protocol (SMTP) compliant e-mail systems.</p> <p>Yes 5 points No 0 points</p>	5		
	Maximum Points	124		
	Minimum Points (50% pass)	62		

C	Rated Requirements Software - Production History Analysis / Forecasting Component	Max No. of Points	Points Awarded	Cross Reference to Proposal
RC1	The Software's forecasting component is able to analyze / predict based on segments of production histories. Yes 10 points No 0 points	10		
RC2	The Software's forecasting component can incorporate results of new / revised forecasts automatically into the economics analysis component. Yes 10 points No 0 points	10		
RC3	The Software's forecasting component can incorporate results of new / revised forecasts automatically into the reserves management component. Yes 10 points No 0 points	10		
RC4	The Software allows the Administrator to limit Users to specific hierarchical areas (e.g., wells, pools, fields, geographic areas, etc.) so that they can't view and/or change data for other areas. Yes (all levels within hierarchy) 10 points Yes (some levels within hierarchy) 5 points No 0 points	10		
RC5	The Software's forecasting component allows roll up of single well forecasts and group forecasts to hierarchical levels such as a First Nation/property level and a corporate level. Yes (to all levels within hierarchy) 10 points Yes (to some levels within hierarchy) 5 points No 0 points	10		

RC6	The Software's forecasting component allows the entering and application of a working interest percent share for each well in a group so that the User can generate a group production forecast ("summary well") of the working interest share. Yes 10 points No 0 points	10		
	Maximum Points Minimum Points (50% pass)	60 30		

D	Rated Requirements Software – Economics Analysis Component	Max No. of Points	Points Awarded	Cross Reference to Proposal
RD1	The Software's economics analysis component provides for one or more standard reports that include a separate field for reporting First Nation royalty amounts. Yes 10 points No 0 points	10		
RD2	The Software's economics analysis component includes current jurisdictional fiscal incentive programs and enables the user to control which programs, if any, apply to specific economic evaluations, for the following jurisdictions: 1. Alberta; 2. British Columbia; 3. Manitoba; 4. Saskatchewan; and 5. Canada. Yes (includes current programs) Up to 5 points (1 point for each jurisdiction (identify)) Yes (enables user to control) Up to 5 points (1 point for each jurisdiction (identify)) Neither 0 points	10		
RD3	The Software's economics analysis component enables application of different royalty structures pre-payout and post-payout. Yes 10 points No 0 points	10		

RD4	<p>The Software's economics analysis component allows the User to build and incorporate custom royalty structures of the following types:</p> <ol style="list-style-type: none"> 1. Flat royalty rates; 2. Sliding scale; 3. Revenue minus cost; and 4. Net profit interest. <p>Two-and-a-half points for each customizable type included in the Software.</p>	10		
RD5	<p>The Software's economics analysis component allows the User to specify inflation factors.</p> <p>Yes 5 points No 0 points</p>	5		
RD6	<p>The Software's economics analysis component allows the User to specify currency exchange rates.</p> <p>Yes 5 points No 0 points</p>	5		
RD7	<p>The Software's economics analysis component allows the User to build customized reports.</p> <p>Yes 5 points No 0 points</p>	5		
	<p>Maximum Points</p> <p>Minimum Points (50% pass)</p>	<p>55</p> <p>27.5</p>		

E	<p>Rated Requirements</p> <p>Software – Reserves Management</p>	Max No. of Points	Points Awarded	Cross Reference to Proposal
RE1	<p>The Software's reserves management component can report reserves based on the following different standards:</p> <ol style="list-style-type: none"> 1. Canadian Oil and Gas Evaluation Handbook; 2. NI-51-101; 3. Securities Exchange Commission; and 4. Other standard (identify). <p>Two-and-a-half points for each standard under which the reserves can be reported.</p>	10		

RE2	<p>The Software's reserves management component can flag, track and allow approvals for changes to reserves estimates.</p> <p>Yes 10 points No 0 points</p>	10		
RE3	<p>The Software's reserves management component can sum reserves estimates according to reserves categories.</p> <p>Yes 10 points No 0 points</p>	10		
RE4	<p>The Software's reserves management component can sum / roll up reserves estimates according to the following hierarchical levels:</p> <ol style="list-style-type: none"> 1. Individual well; 2. Pool or formation; 3. Field; 4. Other regional definition (e.g., First Nation, Indian Reserve); 5. Province; 6. Corporate; and 7. Other (identify). <p>1 point for each hierarchical level under which reserves estimates can be amalgamated.</p>	7		
RE5	<p>The Software's reserves management component can archive reserves estimates for previous time periods or other reasons.</p> <p>Yes 10 points No 0 points</p>	10		
RE6	<p>The Software's reserves management component allows the User to build custom reports.</p> <p>Yes 10 points No 0 points</p>	10		
	<p>Maximum Points</p> <p>Minimum Points</p>	<p>57</p> <p>28.5</p>		

Total Overall Points

	Total Maximum Points	316		
	Total Minimum Points	190		

The minimum pass mark in each rated area (A through E) is 50%. The overall pass mark is 60%, i.e. total points must be 190 or more.

Other Requirements

F	Other Rated Requirements	Max No. of Points	Points Awarded	Cross Reference to Proposal
	Warranty and Maintenance:			
RF1	A three-year warranty on the Software, beginning on the acceptance date (the date the Licensed Software and the deliverables are accepted). 5 years warranty = 10 points, 3 years = 5 points, No warranty = 0 points	10		
RF2	Software maintenance from acceptance of the Software to three years later, plus any period during which the software maintenance is extended pursuant to the options granted to Canada. Maintenance includes provision and installation support for the most recent release(s) and version(s) as soon as they are available, as well as all bug fixes, software patches and all other enhancements. Free = 10 \$ value = 5 No = 0	10		
RF3	On request, Software downgrades or backgrades. Free = 10 \$ value = 5 No = 0	10		

	Software Support, Documentation and Installation			
RF4	Software support (technical hotline and web support) services from acceptance of the Software to three years later, plus any period during which the software support is extended pursuant to the options granted to Canada. Free = 10 \$ value = 5 No = 0	10		
RF5	The Licensed Documentation, i.e. A complete set of documentation with the deliverables in English. This documentation must include all publications pertaining to technical specifications, software facilities, installation requirements and operating instructions. Canada may, for its own internal purposes, reproduce or publish this documentation on the Client's intranet web site or internal electronic document management system for use by individuals using or supporting the deliverables. Online/downloadable = 10 Online = 5 None = 0	10		
RF6	Provision of all installation files/materials and installation support such that the Software is installed to the point at which a User (such as an IOGC Administrator) can log in. All = 10 None = 0	10		
	Training			
RF7	Training for IOGC on an as-and-when-requested basis, during the contract period and during any of the option periods granted to Canada. Anytime = 10, Less flexible = 5 None = 0	10		

There is no minimum pass mark for the rated area F – Other Rated Requirements