



April 29, 2014

Ref#: 40-14-0001

## LETTER OF INVITATION

Dear Sir/Madam:

The Department of Indian Affairs and Northern Development (DIAND) invites you to submit a proposal for the following work:

### **Regulatory Development Project: Consulting Services**

The proposal shall be in accordance with the requirements of the attached Instructions to Bidders, Mandatory Requirements, Proposal Evaluation Criteria, Assigned Weights and Selection Methodology, Articles of Agreement, General Conditions, Supplementary Conditions, Terms of Payment, Statement of Work, Travel Expense Information and the Intellectual Property.

Please ensure that your proposal is complete in all respects and includes all information required for a comprehensive evaluation in accordance with the criteria described in the Selection and Evaluation Criteria attached.

*Tous les documents de cet appel d'offres sont aussi disponibles dans la langue française. / All Request for Proposal documents associated with this proposal call are also available in the French language.*

*Bidders should indicate in their proposal the official language(s) in which they can provide the services. The successful Bidder(s) must be able to provide their services in English.*

*The price(s) quoted in the financial proposal are to be expressed as a fixed per diem rate(s) for the Work described in Appendix "D", Statement of Work, in accordance with the Instructions to Bidders and Appendix "C", Terms of Payment attached herein. The fixed per diem rate(s) must include all payroll, overhead costs and profits required to complete the Work. Bidders are requested not to include amounts for miscellaneous or travel expenses in their proposals as such amounts for these expenses will be added to the Terms of Payment by the Department upon award of the Standing Offer Agreement(s).*

The invited bidders shall not introduce in their proposal cost elements which are not requested in this proposal call.

The price(s) quoted shall include any and all applicable taxes, subject to the following:

- a) The proposal shall expressly indicate whether the Contractor is a registrant in the Federal Goods and Services Tax (TPS) Program, the Harmonized Sales Tax (HST) Program and/or the Quebec Sales Tax (QST) Program, and, if so, shall set out the registration number(s).
- b) If the bidder is so registered, the proposal shall make separate reference to any amounts to be charged on account of the Goods and Services Tax (GST), the Harmonized Sales Tax (HST) and/or the Quebec Sales Tax (QST).

Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) shall be delivered to the following address, on or before **14:00 hrs, Mountain Daylight Time (MDT), June 9, 2014:**

## LETTER OF INVITATION

**Mailing Address:**

Indian Oil & Gas Canada  
Suite 100, 9911 Chiila Boulevard  
Tsuu T'ina, AB T2W 6H6

**Location:**

Indian Oil & Gas Canada  
Suite 100, 9911 Chiila Boulevard  
Tsuu T'ina, AB T2W 6H6

In order to be considered, proposals or any amendments thereto must be received at the above address on or before the exact time and date set for the receipt of proposals. Late proposals will be returned unopened to senders.

Due to enhanced security measures for visitors to the building, the Procurement Officer has made the necessary arrangements with the building security/Commissionaires to allow Bidders, who choose to deliver their proposals by hand, access to the above location address during normal business hours (8:00 am to 4:00 pm). Proposals that are sent in by mail or by courier are routed through the Departmental Mail Room.

Proposals submitted by facsimile, electronic mail or by other means of electronic transmission shall not be accepted. However, proposals may be amended by facsimile or electronic means if such amendment is received prior to the closing date and time set herein for receipt of proposals.

No extension to the closing date and time for the receipt of proposals will be given unless the Department is responsible for an omission or an error in the tender documents significant enough in nature to warrant an extension of the bid closing date to allow bidders sufficient time to review their proposals. Bidders are therefore requested to submit, in writing, any technical-type questions concerning this proposal call at least 5 working days prior to the tender closing date to enable final preparation and submission of proposals in time to meet the closing deadline.

Please note that the lowest priced, or any proposal, will not necessarily be accepted.

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Anton Kyrlyuk by facsimile at 403.292.5618, or by e-mail at [anton.kyrlyuk@aandc-aadnc.gc.ca](mailto:anton.kyrlyuk@aandc-aadnc.gc.ca). Enquiries and other communications are not to be directed to any other government official(s).

Yours sincerely,

Anton Kyrlyuk  
Contracts and Procurement Officer  
Indian Oil and Gas Canada  
Suite 100, 9911 Chiila Boulevard  
Tsuu T'ina, AB T2W6H6

Attach.

## INSTRUCTIONS TO BIDDERS

1. This Request for Proposal (RFP) package consists of the components described below:

RFP PACKAGE CONTENTS	
COMPONENT	DESCRIPTION
<p><u>Selection and Evaluation Criteria</u></p> <p style="padding-left: 40px;">Annex A</p>	<p>Your proposal will be evaluated against the criteria described in the Selection and Evaluation Criteria. The proposal should clearly identify whatever experience and knowledge you feel will assist the Evaluation Committee to assess your suitability in light of these criteria. Please note that your proposal is the basis of evaluation.</p>
<p>Annex B : Certificate of Independent Bid Determination</p>	<p>Bidders must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "B".</p>
<p>Articles of Agreement</p> <p style="padding-left: 40px;">Appendix A : General Conditions</p> <p style="padding-left: 40px;">Appendix B : Supplementary Conditions</p> <p style="padding-left: 40px;">Appendix C : Terms of Payment</p> <p style="padding-left: 40px;">Appendix D : Statement of Work</p> <p style="padding-left: 40px;">Appendix E : Intellectual Property</p> <p style="padding-left: 40px;">Appendix F : Travel Expense Information</p> <p style="padding-left: 40px;">Appendix G: Security Requirement Check List</p> <p style="padding-left: 40px;">Appendix H: Aboriginal Affairs and Northern Development Canada IT Security Safeguard Requirements</p>	<p>This material is provided for your information only. It details the specific Contract/Standing Offer Agreement/Supply Arrangement terms and conditions you will be bound by if you are a successful Bidder. You do not need to return this information with your proposal.</p>

2. Bidders must provide all information necessary for DIAND to evaluate their proposals and for their proposals to be considered by DIAND, as indicated in this Request for Proposals (RFP). It is the sole responsibility of the Bidder to provide sufficient information in their proposal to enable DIAND to complete its evaluation.
3. **Four (4) copies of your technical proposal and one (1) copy of your financial proposal (enclosed in a separate sealed envelope) must be delivered on or before the date and time stipulated in the Letter of Invitation.** Electronically transmitted bids will not be accepted.

## INSTRUCTIONS TO BIDDERS

### 4. Tender Envelope Submissions

Bidders must clearly identify, on the envelope containing their Technical Proposal, the following:

#### **Technical Proposal**

- RFP Number: Ref#: 40-14-0001
- Project Name: Regulatory Development Project: Consulting Services
- Closing Date: June 9, 2014
- *“Tender Documents Enclosed”*
  
- *Bidders Name and Address*

Bidders must clearly identify, on the envelope containing their Financial Proposal, the following:

#### **Financial Proposal**

- RFP Number: Ref#: 40-14-0001
- Project Name: Regulatory Development Project: Consulting Services
- Closing Date: June 9, 2014
- *“Tender Documents Enclosed”*
  
- *Bidders Name and Address*

### 5. Bidder's GST/HST Registration Number

Bidders registered in the Federal Goods and Services Tax Program or the Harmonized Sales Tax Program shall set out the registration number in their proposal.

### 6. Language of Contractual Documents

Should your bid be successful following the evaluation process, the language of the contractual documents will be the same as the language you chose to use in your proposal.

### 7. Proposal Signatures

In order to be considered, proposals must be signed by the Bidder or by an authorized representative of the Bidder. If a proposal is being submitted by a joint venture, the proposal must clearly state that it is submitted as a joint venture and must be signed by all members of the joint venture, or, a statement must be provided to the effect that the signatory represents all members of the joint venture.

### 8. Legal Capacity

The Bidder/Offeror must have the legal capacity to contract. If the Bidder/Offeror is a sole proprietorship, a partnership or a corporate body, the Bidder/Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders/offerors submitting a bid as a joint venture.

**9. Debriefing**

A debriefing will be provided, on request, only following entry by the Department of Indian Affairs and Northern Development (DIAND) into a contractual arrangement with the successful Bidder(s). Should a Bidder desire a debriefing, the Bidder must contact Anton Kyrylyuk by fax at 403.292.5618 or by email at anton.kyrylyuk@aandc-aadnc.gc.ca within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing will include an outline of the reasons the submission was not successful, making reference to the evaluation criteria. The confidentiality of information relating to other submissions will be protected.

**10. Bidders Recourse**

If, despite the information provided during the debriefing, a Bidder is still dissatisfied with the Departments handling of the procurement, the following recourse mechanisms are available:

- 10.1 in the case of all procurements, unsuccessful bidders have the right to file a written complaint with the Departmental Procurement Review Committee, Department of Indian Affairs and Northern Development;
- 10.2 in the case of procurements subject to the Agreement on Internal Trade (AIT), the North American Free Trade Agreement (NAFTA), the World Trade Organization - Agreement on Government Procurement (WTO-AGP), the Canada - Chile Free Trade Agreement (CCFTA) or the Canada – Peru Free Trade Agreement (CPFTA), unsuccessful bidders have the right to file a written complaint with the Canadian International Trade Tribunal; and/or
- 10.3 in the case of procurements not subject to trade agreements, unsuccessful bidders have the right to bring action in Federal Court.

Bidders are requested to contact the Procurement Official identified in the Request for Proposals, Letter of Invitation for further information regarding complaint filing procedures.

**11. Bid Validity Period**

- 11.1 Bids will remain open for acceptance for a period of not less than one hundred and fifty (150) days from the closing date of the bid solicitation, unless otherwise indicated by Canada in such bid solicitation.
- 11.2 Notwithstanding the bid validity period stipulated in this solicitation, Canada reserves the right to seek an extension from all responsive Bidders, within a minimum of three (3) days prior to the end of such period. Bidders shall have the option to either accept or reject the extension.
- 11.3 If the extension referred to above is accepted, in writing, by all those who submitted responsive bids, then Canada shall continue immediately with the evaluation of the bids and its approval processes.
- 11.4 If the extension referred to above is not accepted, in writing, by all those who submitted responsive bids then Canada shall, at its sole discretion, either: (a) continue to evaluate the responsive bids of those who have accepted the extension and seek the necessary approvals; or (b) cancel the solicitation; or (c) cancel and re-issue the solicitation.

**12. Receipt and Custody of Proposals**

- 12.1 Proposals must be received by the closing date and time shown in the Letter of Invitation.

- 12.2 Proposals received after the closing time will not be considered and will be returned unopened to the sender.
- 12.3 Proposals received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned.
- 12.4 All proposals as described in 12.3 above are subject to the provisions of the *Access to Information Act*.

**13. Compliance with Request for Proposals Instructions, Clauses and Conditions and Resulting Standing Offer Agreement Terms and Conditions**

Bidders who submit a proposal in response to this Request for Proposals agree to be bound by the instructions, clauses and conditions of this solicitation and accept the terms and conditions of the resulting Standing Offer Agreement. Proposals not in compliance with this requirement will be deemed to be non-compliant and given no further consideration.

**14. Cost Limitations**

- 14.1 **Request for Proposal Stage:** Bidders who are currently under Standing Offer Agreements, Supply Arrangements or Service Contracts with other programs within DIAND for the provision of services similar to those set out in the RFP shall not offer in this proposal call rates that exceed those rates established in their current contractual agreements. Bidders may, however, introduce new rates for those time periods that are not currently covered by existing Standing Offer Agreements, Supply Arrangements or Service Contracts.
- 14.2 **Upon Award:** It is understood and agreed, that the Bidder/Contractor has not/shall not, for the purpose of this agreement, introduce time rates that exceed those rates which have been established under any other Standing Offer Agreements, Supply Arrangements or Service Contracts currently in force between the Bidder/Contractor and other programs within DIAND for the provision of similar services over the same time periods as those set out in this Standing Offer Agreement.

**15. Basis of Fees and Cost Quotation**

- 15.1 The price(s) quoted in the financial proposal must be expressed in terms of fixed per diem rate(s) based on a 7.5 hour day for each member of the project team - if applicable - assigned to perform the Work under the Standing Offer Agreement over consecutive years as follows:

	A	B	C	D	E
Resource Category	SOA Year 1	SOA Year 2	Option Year 1	Option Year 2	Option Year 3
Senior Subject Matter Expert in Surface Tenure	\$	\$	\$	\$	\$
Senior Subject Matter Expert in Royalty	\$	\$	\$	\$	\$
Senior Subject Matter Expert in Seismic	\$	\$	\$	\$	\$

<b>Exploration</b>					
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- 15.2 At no time will time rates include such things as travel/miscellaneous expenses, or GST/HST as such practices inflate time rates, do not reflect market/going rates and may prejudice against a Bidder from being awarded a Standing Offer Agreement.
- 15.3 The fixed per diem rate(s) will be inclusive of all payroll, overhead costs and profits required to complete the Work (Note: fixed per diem rate(s) are not to be quoted as ranges).
- 15.4 Bidders are requested not to include amounts for travel expenses in their proposals as such amounts for these expenses will be added to the Terms of Payment by the Department upon award of the Standing Offer Agreement(s).
- 15.5 The area of service delivery is the Calgary Metropolitan Area; the majority of Work will be conducted at Bidder’s place of business. Work may occur at locations inside the Calgary Metropolitan area when requested by Canada. Travel is by exception and must be authorized in advance by the Project Authority:
  - 15.5.1 Should the Bidder’s place of business be in Calgary Metropolitan area, no travel will be authorized within the Calgary Metropolitan area. The Calgary Metropolitan area is defined as “Bounded on the west by a north-south line running from Canmore to High River, on the north by a west-east line running from Canmore to Olds, on the east by north-south line from Strathmore to Olds, on the south by a east-west line from Strathmore to High River”

**16. Option to Extend Standing Offer Agreement**

- 16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by three (3) additional one (1) year periods under the same terms and conditions.
- 16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Standing Offer Agreement expiry date.
- 16.3 The Contractor agrees that:
  - 16.3.1 Canada is not bound by the rates/prices quoted in the Contractors’ proposal for the Standing Offer Agreement option years(s);
  - 16.3.2 Canada may, by giving notice to the Contractor, re-negotiate the Contractor’ rates/prices for the option year(s) prior to exercising the option to extend the Standing Offer Agreement; and
  - 16.3.3. All option year rates/prices are subject to review, acceptance and approval of the Departmental Representative.

**17. Standing Offer Agreement Award**

The Department intends to award up to six (6) Standing Offer Agreements as a result of this proposal call. IOGC seeks three (3) Categories of Resources with up to two (2) Resources per Category.

Call-Up Allocation Methodology:

Call-ups will be issued on a Right of First Refusal basis within the Resource Category required, to the top-ranked Supplier in that Category.

In the event the top-ranked Supplier refuses the call-up, the next-ranked Supplier within the Resource Category required will be offered the call-up.

**18. Bidder Notification**

Bidders will be notified in writing of the successful Contractor(s) name and address, once the Department has completed the evaluation of all valid bids received.

**19. Intellectual Property**

The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest in Canada for the following reason: statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.

**20. Former Public Servants In Receipt of a Lump Sum Payment or Government Pension**

Bidders who are contracting as an individual; a Corporation/Partnership or, a Sole Proprietorship with a Major Controlling Interest in the Contracting Entity that are either:

- a) a former public servant in receipt of a lump sum payment package; or
- b) a former public servant in receipt of a government pension

must provide, as part of their technical proposal, the following information regarding their status as a former public servant:

- a) if applicable, termination date, amount of lump sum payment incentive and lump sum payment period; and/or
- b) date of retirement: Month/Day/Year

**21. Communications During Request for Proposal Tendering Period**

To ensure the integrity of the competitive bid process, enquiries and other communications regarding the Request for Proposals (RFP), from the issue date of the solicitation up to the closing date and time, are to be directed only to Anton Kyrylyuk by facsimile at 403.292.5618, or by e-mail at anton.kyrylyuk@aadnc-aadnc.gc.ca. Enquiries and other communications are not to be directed to any other government official(s).

**22. Security Requirements**

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Standing Offer requires a Government of Canada (GoC) Security Screening action to be completed for the Contractor, their employees and sub-contractors to be assigned to conduct project work.
2. Prior to the commencement of the contract, the Contractor and each of its personnel involved in the performance of the contract must each hold a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status**.
3. The Contractor and their personnel requiring access to **PROTECTED** information, assets or sensitive work site(s) must each hold a valid Security Screening at the level of **Reliability Status**.
4. The Contractor **MUST NOT** possess or safeguard **PROTECTED** information/assets at their organization's premises until appropriate document safeguarding capability is granted by the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

5. The Contractor must comply with the provisions of the:
  - a. Security Requirements Check List (attached hereto as Appendix G); and
  - b. Policy Government Security (Latest Edition)
  
6. ***For Contractors and Proposed Resources That Are Currently in Possession of a Valid Government of Canada (GoC) Security Screening at the Level of Reliability:*** In order to demonstrate compliance with this requirement, and , for the Department to verify their security screening status, as evidence of compliance with this requirement, at the time of proposal submission, the Bidder is required to provide the following information within the Bidder's proposal, for the Contractor/Firm and all Contractor resources to be deployed in the fulfilment of the contract who are currently in possession of the required security screening:
  - a. Name of Company, Address and Phone Number;
  - b. Company Security Officer Name and Telephone Number;
  - c. Security Screening or Clearance Certificate Number;
  - d. Level of GoC Security Screening or Clearance;
  - e. Origin of Security Screening or Clearance (Sponsoring Department/Agency); and
  - f. Effective Date of Screening or Clearance.

***For Contractors and Proposed Resources Not Currently In Possession of a Valid Government of Canada Security Screening, at a Minimum Level of Reliability:*** At the time of proposal submission, Bidders **MUST** complete and submit the following certification:

<b>CERTIFICATION</b>	
If successful, as a duly authorized representative of (Enter Firm/Contractor Name) I do hereby certify that (Enter Firm/Contractor Name) and all proposed resources that are currently not in possession of a valid Government of Canada Security Screening at the minimum level of <b>Reliability Status</b> agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.	
_____ Name of Duly Authorized Representative (Print)	_____ Signature of Duly Authorized Representative
_____ Title	_____ Date

Prior to commencing work under the contract, for those Contractor resources **not** currently in possession of a valid Government of Canada Security Screening, the Department will require said company/resources to undergo the security screening process for the purposes of obtaining a valid Government of Canada (GoC) Security Screening at the level of **Reliability Status through** the Canadian Industrial Security Directorate of Public Works and Government Services Canada.

This procedure is in accordance with the Departmental and *Policy on Government Security* (TBS July. 1, 2009), regarding the protection of Government information in contracting. The required form requests the minimum information required to obtain a Government of Canada **Reliability Status** security screening. The Bidder is **not** required to submit any personnel information and/or Personnel Screening Consent and Authorization Forms with its proposal. AANDC respects the privacy of Canadians, the information on this form is required for the purpose of providing security screening assessments. It is collected under the authority of the Policy Government Security and is protected by the provisions of the Privacy Act in institutions which are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to perform the contract work that is associated with this Personnel Screening Request. Failure on the part of the Bidder's resources to comply with these requirements will result in those resources being deemed non-compliant, with no further consideration given. Non-compliant resources will be deemed ineligible to complete any work associated with this contract.

## ANNEX "A"

### SELECTION AND EVALUATION CRITERIA

#### 1.0 Evaluation Methodology

1.1 The evaluation will be conducted using both Bidder-level, and Resource-level Criteria for each Proposal in the following manner:

1. **Evaluation against the Mandatory Criteria.** Bidders will be evaluated on Bidder-level (M1; M2), and Resource-level (M3) Mandatory Criteria.

Where a Bidder fails to meet the Bidder-level Mandatory Criteria, the Proposal will be deemed non-compliant, and no resources will continue to the next stage of evaluation, regardless of if the Resource(s) met the related criteria.

Where the Bidder-level Mandatory Criteria (M1; M2) are met, but a proposed Resource does not meet the Resource-level Mandatory Criterion, where that Bidder has one (1) or more qualified Resource(s) that do(es) meet the Mandatory Criterion for Resources (M3), that Bidder will continue to the next stage of evaluation, using only Resources qualified in M3.

2. **Evaluation against the Point-Rated Criteria.** Technical Proposals that have met all the Bidder-level Mandatory Criteria and have at least one (1) Resource meeting all of the Mandatory Criteria will be point-rated against further criteria: R1 at a Resource level, and R2 to R3 at an organizational level.

Bidder-level scores (from R2 to R3) will be added to each qualified Resource-level score (from R1). In order to continue to the next stage of evaluation, those combined scores must meet a passmark of 70% or 96/137. Failure to meet this minimum passmark on all Point-Rated Criteria will result in the Resource being deemed non-compliant, and no further consideration will be given.

3. **Evaluation of Financial Proposals.** Bidders that have met all Bidder-level Mandatory Criteria and that have at least one (1) Resource meeting the passmark of 70% on the previous stage of evaluation will be evaluated using the methodology set out in Section 4 *Financial Evaluation*. The Financial Evaluation will be conducted on a per-resource basis, as described herein.

1.2 The Bidder must ensure that its Proposal provides sufficient evidence for the Evaluation Committee to assess the compliance of the Proposal with the criteria listed in this Request for Standing Offers (RFSO). It is the sole responsibility of the Bidder to provide sufficient information within its Proposal to enable the Evaluation Committee to complete its evaluation.

1.3 The Bidder must include any reference material it wishes to be considered for evaluation within its Proposal. Any material or documents outside the Proposal will not be considered (for example, should the Bidder wish to provide screen shots of its website or product, etc. for evaluation, copies or printouts of website or product material must be included within the Proposal). URL links to the Bidder's website will not be considered by the Evaluation Committee. No prior knowledge of or experience with the Bidder on the part of the Evaluation Committee will be taken into consideration by the Evaluation Committee.

1.4 To meet the requirements described herein, the experience of the Bidder must be work for which the Bidder was under contract to organizations exterior to the Bidder's own organization or in the course of employment. In the case of Proposals submitted as a joint venture, the combined experience of the Parties forming the joint venture will be considered in the evaluation of the experience of the Bidder.

**ANNEX “A”**  
**SELECTION AND EVALUATION CRITERIA**

1.5 A weighting has been established by IOGC wherein the Bidder's Technical Score as derived from the Point-Rated Criteria will be valued at 60% of the Bidder's Total Score, and the Bidder's Financial Score will be valued at 40% of the total.

1.6 **Definitions**

The following definitions apply to the Criteria, below:

1.6.1 **“Must”** refers to a requirement. Failure on the part of the Bidder to provide the information or demonstrate it meets a requirement expressed by **“must”**, within its Proposal, will result in the Proposal being deemed non-compliant and no further consideration given.

1.6.2 **“Should”** refers to a desired element. Failure on the part of the Bidder to provide the information requested by **“should”** within its Proposal or to demonstrate that it meets the element expressed by **“should”** may result in the Bidder receiving less than full points on any Point-Rated Criteria. Bidders are encouraged to address all elements expressed by **“should”**.

**ANNEX “A”  
SELECTION AND EVALUATION CRITERIA**

**2.0 Mandatory Criteria**

2.1 The Bidder’s Proposal must meet all of the mandatory criteria in order for its Proposal to be considered for further evaluation. Failure on the part of the Bidder to meet any one (1) of these criteria will result in its Proposal being deemed non-compliant, with the Proposal being given no further consideration.

<b>MANDATORY CRITERIA</b>	<b>PAGE #</b>
<b>BIDDER-LEVEL CRITERIA</b> <i>The information in this section (M1) only needs to appear <b>once</b> in a proposal.</i>	
<p><b>M1. BIDDER PROFILE</b></p> <p>1.1 The Bidder <b>MUST</b> provide a business profile and resume demonstrating the Bidder's knowledge and experience in the provision of Regulatory Development Consulting Services relevant and similar to LOGC's requirement as defined in the SOW.</p> <p>1.2 At a minimum, the Bidder <b>MUST</b> include:</p> <p>1.2.1 The full legal name of the entity or person submitting the Proposal;</p> <p>1.2.2 Any joint venture or consortia members, partners and any major subcontractors with which the Bidder will foreseeably work, if applicable.</p> <p>1.2.3 A written description of approximately 1,000 words indicating the Bidder's capabilities, resource availability, and the extent of the Bidder's experience in the provision of Regulatory Development Consulting Services similar to those described in the SOW.</p> <p>1.2.4 The Resource Category(ies) in which the Bidder is including Resources. Bidders may include up to five (5) Resources per Category. One (1) Resource may be qualified in more than one (1) Category. Resource categories are:</p> <ul style="list-style-type: none"> <li>a) Senior Subject Matter Expert in <b>Surface Tenure</b>;</li> <li>b) Senior Subject Matter Expert in <b>Royalty</b>; and</li> <li>c) Senior Subject Matter Expert in <b>Seismic Exploration</b>.</li> </ul> <p>1.3 The Bidder <b>MUST</b> provide its address for the location from which it is proposing to provide Services. The Bidder should also indicate if it has other delivery locations, including the Resource Categories it is proposing to provide from those locations, if applicable.</p> <p><i>Note: P.O. Boxes will not be considered as postal addresses from which Bidders are able and willing to provide Services.</i></p>	
<p><b>M2. CERTIFICATE OF INDEPENDENT BID DETERMINATION</b></p> <p>2.1 The Bidder must complete, sign and submit, as part of their technical proposal package, the Certificate of Independent Bid Determination attached hereto as Annex "B".</p>	

**ANNEX “A”  
 SELECTION AND EVALUATION CRITERIA**

MANDATORY CRITERIA	PAGE #
<b>RESOURCE-LEVEL CRITERIA</b> <i>The information in this section (M3) needs to be <b>repeated</b> for each Resource proposed.</i>	
<p><b>M3. PROPOSED RESOURCE Curriculum Vitae (CV)</b></p> <p>3.1 The Bidder <b>MUST</b> include CVs for its proposed resources for each Resource Category it is proposing to provide, to a maximum of five (5) Resources per Category.</p> <p>3.2 Each proposed Resource’s expertise <b>MUST</b> be in the oil and gas sector.</p> <p>3.3 Each Resource <b>MUST</b> meet the minimum qualifications for the category(ies) in which it is proposed in order to move to the next stage of evaluation. Resources may be proposed in more than one (1) Category.</p> <p>The minimum qualifications for each Resource Category, as stated in the SOW section 8.2, are:</p> <p>3.3.1 <b>Senior Subject Matter Expert in Surface Tenure</b></p> <p>a) 5 or more years of experience in the area of surface tenures, or surface resource rights, including expertise in leasing rights, related to the oil and gas industry.</p> <p>3.3.2 <b>Senior Subject Matter Expert in Royalty</b></p> <p>a) 5 or more years of experience in the area of oil and gas royalties related to the oil and gas industry.</p> <p>3.3.3 <b>Senior Subject Matter Expert in Seismic Exploration</b></p> <p>a) 5 or more years of experience in seismic exploration related to the oil and gas industry. This may include either field work, advisory work, or a combination of the two.</p>	

**ANNEX “A”  
SELECTION AND EVALUATION CRITERIA**

**3.0 POINT-RATED CRITERIA**

- 3.1 Bidders who meet the above Mandatory Criteria and have at least one (1) Resource meeting the mandatory criteria above will be evaluated and point-rated against the following Criteria, using the Evaluation Factors and maximum values specified in each Criterion.
- 3.2 Each Bidder Resource will be independently evaluated against Point-Rated Criterion R1. Each Bidder will be evaluated at an organizational level against Point-Rated Criteria R2 to R3.
- 3.3 Each Resource Score will be independently added to their related Bidder score to derive an overall score for each Resource. Overall Resource scores must meet a minimum total score of 96 / 137 or 70% on the combined score for Point-Rated Criteria R1 to R3, inclusive, in order for the Resource to continue to evaluation of the financial proposal. Failure to meet this passmark on Point-Rated Criteria R1 to R3, inclusive, will result in the Bidder’s Resource being deemed non-compliant, and no further consideration will be made.

POINT-RATED CRITERIA	WEIGHT
<b>R1. PROPOSED RESOURCE CVs</b> <i>The information in this section (R1) needs to be <b>repeated for each Resource proposed.</b></i>	
<p><b>CV FOR PROPOSED Subject Matter Expert (SME) IN SURFACE TENURE</b></p> <p>The Resource’s experience as given in the submitted CV will be evaluated on the breadth, depth, and extent of relevant experience in Surface Tenure expertise. Up to <b>eighty two (82) points in total</b> will be awarded based on the following factors:</p> <ul style="list-style-type: none"> <li>1.1 Up to <b>two (2) points per year</b> of experience in surface tenure, in the oil and gas sector (in Canada or internationally) beyond the minimum required five (5) years, up to <b>twenty-four (24) points in total</b> for this evaluation factor.</li> <li>1.2 <b>Up to 10 points in total</b> for the Resource’s educational attainments and designations:                             <ul style="list-style-type: none"> <li>1.2.1 Two (2) points for holding a designation in a relevant field to the Resource Category; AND</li> <li>1.2.2 Points for the post-secondary education achieved by the Resource, from a recognized educational institution (e.g. community college, university), as follows:                                     <ul style="list-style-type: none"> <li>a) Four (4) points for a college diploma; OR</li> <li>b) Six (6) points for an undergraduate degree; OR</li> <li>c) Eight (8) points for a graduate degree.</li> </ul> </li> </ul> </li> <li>1.3 Up to <b>eight (8) points per project or initiative</b> based on the relevance of the client or employer for which the work was conducted, and the relevance and complexity of the Resource’s related role, up to a <b>maximum of forty-eight (48) points</b> in a maximum of six (6) projects or initiatives.</li> </ul> <p><i>CVs should detail specific activities or engagements undertaken by the individual within the initiative or project to allow for the Evaluation Committee to fully evaluate them under this factor.</i></p> <p><i>Projects or initiatives may be work completed as a consultant for a client project with</i></p>	<p><b>82 points</b></p>

**ANNEX “A”**  
**SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>		<b>WEIGHT</b>
<p><i>a defined start and end date, or as an employee at an organization.</i></p> <p>The following scale will be used to evaluate projects or initiatives under this factor:</p>		
<p><b>Excellent</b> (7-8 points)</p>	<p>The project or initiative was at an executive level or advising at an executive level:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource worked in the development of oil and gas regulations, policies, or directives, or in other oil and gas related work;</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource played a key role on industries committees reviewing oil and gas regulations or policies (or a similar role in regulation development).</li> </ul>	
<p><b>Good</b> (5-6 points)</p>	<p>The project or initiative was:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource worked in the development of oil and gas regulations, policies, or directives, or in other oil and gas related work at a management level.</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource managed regulated oil and gas activities at the management level.</li> <li>• Within other Canadian jurisdictions' governments, provincially or federally (not considered above) in which the Resource worked at an executive level in the development of oil and gas regulations, policies, or directives or other oil and gas related work.</li> </ul>	
<p><b>Minimal</b> (3-4 points)</p>	<p>The project or initiative was:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource played a supporting role in the development of oil and gas regulations, policies or directives, or in other work related to oil and gas at an operational level;</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource played a supporting role in the development of oil and gas regulations, policies or directives, or in other work related to oil and gas at an operational level;</li> <li>• Within other Canadian jurisdictions' governments, provincially or federally (not considered above) in the development of oil and gas regulations, policies, or directives or other oil and gas related work at a management or operational level;</li> <li>• Within the public sector of a non-Canadian jurisdiction's government, in which the Resource developed oil and gas regulations, policies, or</li> </ul>	

**ANNEX “A”  
SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>		<b>WEIGHT</b>
	directives or other oil and gas related work at an executive level.	
Poor (1-2 points)	The project or initiative was within the public sector of a non-Canadian jurisdiction’s government, in which the Resource did work in the development of oil and gas regulations, policies, or directives or other oil and gas related work at a management or operational level.	
Unsatisfactory / Not Indicated (0 points)	The project or initiative was not related to the oil and gas sector or not specified.	
<p><b>CV FOR PROPOSED SME IN ROYALTY</b></p> <p>The Resource’s experience as given in the submitted CV will be evaluated on the breadth, depth, and extent of relevant experience in Royalty expertise. Up to <b>eighty two (82) points in total</b> will be awarded based on the following factors:</p> <p>1.1 Up to <b>two (2) points per year</b> of experience in Royalty, in the oil and gas sector (in Canada or internationally) beyond the minimum required five (5) years, up to <b>twenty-four (24) points in total</b> for this evaluation factor.</p> <p>1.2 <b>Up to 10 points in total</b> for the Resource’s educational attainments and designations:</p> <p>1.2.1 Two (2) points for holding a designation in a relevant field to the Resource Category; AND</p> <p>1.2.2 Points for the post-secondary education achieved by the Resource, from a recognized educational institution (e.g. community college, CEGEP, university) as follows:</p> <p>a) Four (4) points for a college diploma; OR</p> <p>b) Six (6) points for an undergraduate degree; OR</p> <p>c) Eight (8) points for a graduate degree.</p> <p>1.3 Up to <b>eight (8) points per project or initiative</b> based on the relevance of the client or employer for which the work was conducted, and the relevance and complexity of the Resource’s related role, up to a <b>maximum of forty-eight (48) points</b> in a maximum of six (6) projects or initiatives.</p> <p><i>CVs should detail specific activities or engagements undertaken by the individual within the initiative or project to allow for the Evaluation Committee to fully evaluate them under this factor.</i></p> <p><i>Projects or initiatives may be work completed as a consultant for a client project with a defined start and end date, or as an employee at an organization.</i></p> <p>The following scale will be used to evaluate projects or initiatives under this factor:</p>		<b>82 points</b>

**ANNEX “A”  
 SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>		<b>WEIGHT</b>
<p>Excellent (7-8 points)</p>	<p>The project or initiative was at an executive level or advising at an executive level:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource worked in the development of oil and gas regulations, policies, or directives, or in other oil and gas related work;</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource played a key role on industries committees reviewing oil and gas regulations or policies (or a similar role in regulation development).</li> </ul>	
<p>Good (5-6 points)</p>	<p>The project or initiative was:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource worked in the development of oil and gas regulations, policies, or directives, or in other oil and gas related work at a management level.</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource managed regulated oil and gas activities at the management level.</li> <li>• Within other Canadian jurisdictions’ governments, provincially or federally (not considered above) in which the Resource worked at an executive level in the development of oil and gas regulations, policies, or directives or other oil and gas related work.</li> </ul>	
<p>Minimal (3-4 points)</p>	<p>The project or initiative was:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource played a supporting role in the development of oil and gas regulations, policies or directives, or in other work related to oil and gas at an operational level;</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource played a supporting role in the development of oil and gas regulations, policies or directives, or in other work related to oil and gas at an operational level;</li> <li>• Within other Canadian jurisdictions’ governments, provincially or federally (not considered above) in the development of oil and gas regulations, policies, or directives or other oil and gas related work at a management or operational level;</li> <li>• Within the public sector of a non-Canadian jurisdiction’s government, in which the Resource developed oil and gas regulations, policies, or directives or other oil and gas related work at an executive level.</li> </ul>	

**ANNEX “A”  
SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>		<b>WEIGHT</b>
Poor (1-2 points)	The project or initiative was within the public sector of a non-Canadian jurisdiction’s government, in which the Resource did work in the development of oil and gas regulations, policies, or directives or other oil and gas related work at a management or operational level.	
Unsatisfactory / Not Indicated (0 points)	The project or initiative was not related to the oil and gas sector or not specified.	
<p><b>CV FOR PROPOSED SME IN SEISMIC EXPLORATION</b></p> <p>The Resource’s experience as given in the submitted CV will be evaluated on the breadth, depth, and extent of relevant experience in Seismic Exploration expertise. Up to <b>eighty two (82) points in total</b> will be awarded based on the following factors:</p> <p>1.1 Up to <b>two (2) points per year</b> of experience in seismic exploration, in the oil and gas sector (in Canada or internationally) beyond the minimum required five (5) years, up to <b>twenty-four (24) points in total</b> for this evaluation factor.</p> <p>1.2 <b>Up to 10 points in total</b> for the Resource’s educational attainments and designations:</p> <p>1.2.1 Two (2) points for holding a designation in a relevant field to the Resource Category; AND</p> <p>1.2.2 Points for the post-secondary education achieved by the Resource education from a recognized educational institution (e.g. community college, CEGEP, university) as follows:</p> <p style="margin-left: 20px;">a) Four (4) points for a college diploma</p> <p style="margin-left: 20px;">b) Six (6) points for an undergraduate degree; OR</p> <p style="margin-left: 20px;">c) Eight (8) points for a graduate degree.</p> <p>1.3 Up to <b>eight (8) points per project or initiative</b> based on the relevance of the client or employer for which the work was conducted, and the relevance and complexity of the Resource’s related role, up to a <b>maximum of forty-eight (48) points</b> in a maximum of six (6) projects or initiatives.</p> <p><i>CVs should detail specific activities or engagements undertaken by the individual within the initiative or project to allow for the Evaluation Committee to fully evaluate them under this factor.</i></p> <p><i>Projects or initiatives may be work completed as a consultant for a client project with a defined start and end date, or as an employee at an organization.</i></p> <p>The following scale will be used to evaluate projects or initiatives under this factor:</p>		<b>82 points</b>

**ANNEX “A”  
 SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>		<b>WEIGHT</b>
<p>Excellent (7-8 points)</p>	<p>The project or initiative was at an executive level or advising at an executive level:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource worked in the development of oil and gas regulations, policies, or directives, or in other oil and gas related work;</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource played a key role on industries committees reviewing oil and gas regulations or policies (or a similar role in regulation development).</li> </ul>	
<p>Good (5-6 points)</p>	<p>The project or initiative was:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource worked in the development of oil and gas regulations, policies, or directives, or in other oil and gas related work at a management level.</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource managed regulated oil and gas activities at the management level.</li> <li>• Within other Canadian jurisdictions’ governments, provincially or federally (not considered above) in which the Resource worked at an executive level in the development of oil and gas regulations, policies, or directives or other oil and gas related work.</li> </ul>	
<p>Minimal (3-4 points)</p>	<p>The project or initiative was:</p> <ul style="list-style-type: none"> <li>• Within the provinces of Alberta, Saskatchewan, British Columbia, or Manitoba, for a municipal, provincial or the federal government in which the Resource played a supporting role in the development of oil and gas regulations, policies or directives, or in other work related to oil and gas at an operational level;</li> <li>• For private industry (Canadian or internationally) in the oil and gas sector in which the Resource played a supporting role in the development of oil and gas regulations, policies or directives, or in other work related to oil and gas at an operational level;</li> <li>• Within other Canadian jurisdictions’ governments, provincially or federally (not considered above) in the development of oil and gas regulations, policies, or directives or other oil and gas related work at a management or operational level;</li> <li>• Within the public sector of a non-Canadian jurisdiction’s government, in which the Resource developed oil and gas regulations, policies, or directives or other oil and gas related work at an executive level.</li> </ul>	

**ANNEX “A”  
SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>		<b>WEIGHT</b>
Poor (1-2 points)	The project or initiative was within the public sector of a non-Canadian jurisdiction’s government, in which the Resource did work in the development of oil and gas regulations, policies, or directives or other oil and gas related work at a management or operational level.	
Unsatisfactory / Not Indicated (0 points)	The project or initiative was not related to the oil and gas sector or not specified.	
<b>BIDDER-LEVEL CRITERIA</b> <i>The information in this section (R2-R3) only needs to appear <b>once</b> in a proposal.</i>		
<p><b>R2. BIDDER-LEVEL APPROACH AND METHODOLOGY</b></p> <p>The Bidder should include its Bidder-level approach and methodology toward conducting work in Regulatory Development Consulting Services. This should include a written description of approximately 1500 words for the provision and delivery of Regulatory Development Support Service, as described in the SOW. The approach and methodology should address IOGC's objectives, challenges, and issues in the provision of services.</p> <p>The Bidder will be evaluated as follows:</p> <p>2.1 <b>Up to ten (10) points</b> for a demonstrated understanding of issues, risks, and challenges related to IOGC’s Regulatory Development project. This should include a substantiated understanding of the context of IOGC’s project, and potential solutions suitable to IOGC.</p> <p><i>The following rating scale applies to factor 2.1:</i></p> <p><b>Excellent</b> – 10/10 - <i>The response is complete in that it addresses the factor and provides exceptionally relevant supporting detail.</i></p> <p><b>Good</b> – 8-9/10 - <i>The response is complete in that it clearly addresses the factor and provides some relevant supporting detail.</i></p> <p><b>Satisfactory</b> – 6-7/10 - <i>The response is complete in that it clearly addresses the factor in some detail while providing some supporting detail/</i></p> <p><b>Minimal</b> – 4-5/10 <i>The response is not complete in that it fails to fully address some of the elements in the factor; it is not clear or is incomplete.</i></p> <p><b>Poor</b> – 1-3/10 - <i>The response is not complete in that it fails to address all the considerations of the factors and only nominally addresses some considerations.</i></p> <p><b>Not indicated / Unsatisfactory</b> – 0/10 - <i>No response was received for this factor or the response does not address any of the considerations in the factor.</i></p> <p>2.2 <b>Five (5) points</b> for having at least one (1) qualified back-up Resource per Category in the Resource Categories in which it is proposing to provide services. In order to</p>		<b>45 points</b>

**ANNEX “A”  
 SELECTION AND EVALUATION CRITERIA**

<b>POINT-RATED CRITERIA</b>	<b>WEIGHT</b>
<p>be qualified as a back-up Resource, the Resource <b>MUST</b> meet the minimum requirements of the Category, as described in the SOW.</p> <p>Where the Bidder is proposing to provide services in more than one (1) Resource Category, an average score will be taken, rounded to the nearest whole number.</p> <p><i>For example, where the Bidder is proposing to provide resources in three (3) categories, and has demonstrated qualified back-up capacity in two (2) of those three (3), the Bidder will receive 3.3 points (10 points ÷ 3 Resource Categories).</i></p> <p>2.3 Up to <b>ten (10) points</b> for an approach to providing services, addressing the following factors:</p> <p>2.3.1 How will the Bidder respond to a Call-up in a way that ensures that Call-ups are responded to on a timely basis? (up to three (3) points);</p> <p>2.3.2 How will the Bidder communicate with IOGC, ensuring timely communication? (up to three (3) points); and</p> <p>2.3.3 What is the Bidder’s project management approach to ensure the successful completion of deliverables and their timely submission within given timelines? (up to four (4) points)</p> <p>2.4 Up to <b>twenty (20) points</b> for the Bidder’s approach to quality assurance and quality control. This should be thorough and rigorous, and appropriate to IOGC’s requirement. The Bidder should describe how the methodology will be applied to IOGC’s requirement specifically, and should provide examples of how it has been successfully used in past projects or initiatives. This should discuss:</p> <p>2.4.1 How the Bidder will ensure that deliverables are completed with a high degree of accuracy. (up to ten (10) points)</p> <p>2.4.2 How the Bidder will ensure that deliverables are complete, addressing all factors required, as described in the call-up and throughout regular communication with IOGC. (up to ten (10) points)</p>	
<p><b>R3. PROPOSAL QUALITY</b></p> <p>3.1 The Proposal should be presented in a clear and logical fashion, and in a manner which facilitates a clear and straightforward evaluation, based on the information requested in the RFSO.</p> <p>3.2 Up to <b>4 points</b> for the proposal having an order/structure that matches the order and sequence of the mandatory and point-rated criteria in the RFP.</p> <p>3.3 Up to <b>2 points</b> for including tabs between sections of the proposal.</p> <p>3.4 Up to <b>4 points</b> for the proposal being clear and easy to use overall as related to the structure, presentation, layout and design.</p>	<b>10 points</b>

**ANNEX “A”**  
**SELECTION AND EVALUATION CRITERIA**

**4.0 FINANCIAL EVALUATION**

- 4.1 In order to proceed to Financial Evaluation, the Bidder’s Proposal **MUST** meet the Bidder-Level Mandatory Criteria, have at least one (1) Resource meeting the Resource-Level Mandatory Criteria, and the combined Bidder and Resource Scores must meet the combined minimum passmark of 70%.
- 4.2 The Financial Evaluation will be carried out by the Contracting Authority independent of the Technical Evaluation Team. Financial Proposals **MUST** be based on the information found in the Basis of Payment, and will be evaluated based on the methodology detailed below.
- 4.3 Failure on the part of the Bidder to provide the information required within the Financial Proposal for each proposed and compliant Resource will result in the Contracting Authority deeming the Bidder’s Proposal non-compliant for that Resource, with the Proposal being given no further consideration for that Resource. Note that the Bidder is only required to provide All Inclusive Per Diem Rates for those Resource Categories in which it is proposing to provide services.
- 4.4 All of the information required in this section **MUST** appear in the Bidder’s Financial Proposal ONLY. The Bidder’s Financial Proposal **MUST** be submitted in a separate, sealed envelope from the Bidder’s Technical Proposal. The Bidder’s failure to comply with this condition will result in the Bidder’s Proposal being declared non-compliant and being given no further consideration.
- 4.5 Bidders **MUST** include all-inclusive per diem rates for each contract year and each option year for each Resource Category proposed.
- 4.6 Bidder’s Per Diem Rates will not be compared across categories.
- 4.7 For each Resource who has met the passmark, the Bidder with the lowest Average Per Diem Rate in a given Category will receive full points (40/40) for that category, with lesser points being awarded to the remaining Bidders in the Category with Resources who have met the passmark proportionally using the following calculation:

$$\frac{\text{Lowest Resource Category Average Per Diem Rate}}{\text{Bidder's Resource Category Average Per Diem Rate}} \times 40 = \text{Resource's Financial Score}$$

**ANNEX “A”  
 SELECTION AND EVALUATION CRITERIA**

**5.0 BASIS OF PAYMENT**

5.1 The Supplier shall provide per diem rates for each Resource Category within their Proposal, as accepted by AANDC, as follows:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>Resource Category</b>	<b>SOA Year 1</b>	<b>SOA Year 2</b>	<b>Average Per Diem Rates (A + B) ÷ 2</b>	<b>Option Year 1</b>	<b>Option Year 2</b>	<b>Option Year 3</b>
<b>Senior Subject Matter Expert in Surface Tenure</b>	\$	\$	\$	\$	\$	\$
<b>Senior Subject Matter Expert in Royalty</b>	\$	\$	\$	\$	\$	\$
<b>Senior Subject Matter Expert in Seismic Exploration</b>	\$	\$	\$	\$	\$	\$

**ANNEX “A”**  
**SELECTION AND EVALUATION CRITERIA**

**6.0 BASIS OF SELECTION**

- 6.1 Only compliant Proposals will be considered.
- 6.2 Only Proposals that meet the Bidder-Level Mandatory Criteria, have at least one (1) Resource meeting the Resource-Level Mandatory Criteria, and that have at least one (1) Resource meeting the combined minimum passmark of 70% will be considered. All Proposals will be rated on technical acceptability before price is considered.
- 6.3 Proposals will be considered for Standing Offer award on a per Resource basis.
- 6.4 Standing Offers will be awarded based on a determination of Best Value taking into account both the technical merit of the Proposals and the Financial Evaluation. Best Value is defined as the **Highest Total Score**.
- 6.5 Each Resource will be considered for Standing Offer Award and ranked separately.
- 6.6 Each Resource’s **Total Technical Score** will be calculated as follows:

$$\frac{\text{Resource's Technical Score (/82) + Bidder-Level Technical Score (/55)}}{\text{Total Overall Possible Score (137)}} \times 60 = \text{Resource's Total Technical Score}$$

- 6.7 The Resource’s Total Technical Score (/60) will be added to the Resource’s Financial Score (/40) to arrive at the Resource’s Total Overall Score (/100)
- 6.8 Resources will be ranked in order from highest to lowest Overall Score per Resource Category. The top two (2) Resources in each Category will be recommended for Standing Offer Award. Where one (1) Bidder has more than one (1) Resource recommended for Standing Offer Award, those Resource Awards will be consolidated into one (1) Award for the Bidder for administrative purposes.
- 6.9 In the event of more than one (1) Resource with equal Total Overall Scores per Resource in the same Resource Category, the Resource with the Highest Financial Score will be ranked higher.
- 6.10 AANDC reserves the right to refuse any and all Proposals received in response to this RFP, without incurring any obligation to any Bidder having responded. AANDC reserves the right to award a Contract to the compliant Bidder that best meets the requirements, as described above, without incurring any obligation to any other Bidders having responded to this RFP.

**6.11 Evaluation Summary Example**

Evaluation Summary Example Criteria	Evaluation/Score	Pass mark	<i>Example 1</i>	<i>Example 2</i>	<i>Example 3</i>
<b>BIDDER-LEVEL MANDATORY CRITERIA</b>					
<b>M1.</b> Bidder Profile	Pass/Fail	Pass	<i>Pass</i>	<i>Pass</i>	<i>Pass</i>
<b>M2.</b> Certificate of Independent Bid Determination	Pass/Fail	Pass	<i>Pass</i>	<i>Pass</i>	<i>Pass</i>

**ANNEX “A”  
SELECTION AND EVALUATION CRITERIA**

RESOURCE-LEVEL MANDATORY CRITERIA					
<b>M3.</b> Proposed Resource CVs	Pass/Fail	Pass	1 Resource: <i>Jack - Pass</i>	3 Resources: <i>Bruce - Pass Tony - Fail Hank - Pass</i>	2 Resources: <i>Peter - Pass Nick - Pass</i>
R1. PROPOSED RESOURCE CVs POINT-RATED CRITERIA					
CV for Proposed SME in <i>Surface Tenure</i>	<b>82</b>	<b>N/A</b>	<i>Jack - 70</i>	<i>Bruce - 45 Hank - 72</i>	<i>Peter - 63 Nick - 78</i>
CV for Proposed SME in <i>Royalty</i>	<b>82</b>	<b>N/A</b>			
CV for Proposed SME in <i>Seismic Exploration</i>	<b>82</b>	<b>N/A</b>			
R2.- R3. BIDDER-LEVEL POINT-RATED CRITERIA					
<b>R2.</b> Bidder-Level Approach and Methodology	45	N/A	40	35	35
<b>R3.</b> Proposal Quality	10	N/A	10	6	5
<b>Bidder-Level Total Score:</b>	<b>55</b>	<b>N/A</b>	<b>50</b>	<b>41</b>	<b>40</b>
<b>OVERALL TECHNICAL TOTAL SCORE</b>	<b>137</b>	70% = <b>96</b>	<i>Jack - 120</i>	<i>Bruce - 86 Hank - 113</i>	<i>Peter - 103 Nick - 118</i>
<b>Weighted Technical Score</b>	<b>60</b> <i>(Bidder Score ÷ 137) x 60</i>	<b>42</b>	<i>Jack - 52.6</i>	<i>Bruce - N/A (did not meet pass mark) Hank - 49.5</i>	<i>Peter - 45.1 Nick - 51.7</i>
<b>Financial Proposal</b>	<i>Average per diem rate shown in example</i>		<i>Jack - \$1000</i>	<i>Hank - \$800</i>	<i>Peter - \$900 Nick - \$1100</i>
<b>Financial Score</b>	<b>40</b> <i>(Lowest Resource Category Average Per Diem Rate ÷ Bidder's Average Per Diem Rate) x 40</i>		<i>Jack = 32</i>	<i>Hank = 40</i>	<i>Peter = 35.6 Nick = 29.1</i>
<b>Total Score</b>	Weighted Technical Score + Financial Score		<i>Jack = 84.6</i>	<i>Hank = 89.5</i>	<i>Peter = 80.7 Nick = 80.8</i>
<b>Resultant Rank</b>	Highest score ranks number 1		<i>Jack = 2</i>	<i>Hank = 1</i>	<i>Peter = 4 Nick = 3</i>

**ANNEX “B”  
CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid or tender (hereinafter “bid”) to:

\_\_\_\_\_   
Corporate Name of Recipient of this Submission

for: \_\_\_\_\_

Name and Number of Bid and Project

in response to the call or request (hereinafter “call”) for bids made by:

\_\_\_\_\_   
Name of Tendering Authority

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_

Corporate Name of Bidder or Tenderer (hereinafter “Bidder”)

that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the Bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the Bidder;
4. each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign, the bid, on behalf of the Bidder;
5. for the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the Bidder, whether or not affiliated with the Bidder, who:
  - a) has been requested to submit a bid in response to this call for bids;
  - b) could potentially submit a bid in response to this call for bids based on their qualifications, abilities or experience;
6. the Bidder discloses that (check one of the following, as applicable):
  - a) the Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with, any competitor;
  - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this call for bids, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
7. in particular, without limiting the generality of paragraphs (6)(a) or (6)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) methods, factors or formulas used to calculate prices;
  - c) the intention or decision to submit, or not to submit, a bid; or
  - d) the submission of a bid which does not meet the specifications of the call for bids; except specifically disclosed pursuant to paragraph (6)(b) above;

**ANNEX “B”**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

8. in addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the products or services to which this call for bids relates, except as specifically authorized by the Tendering Authority or as specifically disclosed pursuant to paragraph (6)(b) above;
9. the terms of the accompanying bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening, or of the awarding of the contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to (6)(b) above.

---

Printed Name and Signature of Authorized Agent of Bidder

---

Position Title

---

Date



## ARTICLES OF AGREEMENT STANDING OFFER AGREEMENT

Standing Offer Agreement Number [TBD]

File Number 1632-11/[TBD]

These Articles of Agreement are made as of Upon Award, between Her Majesty The Queen in right of Canada (referred to in the Standing Offer Agreement as "Her Majesty") represented by the Minister of Indian Affairs and Northern Development (referred to in the Standing Offer Agreement as the "Minister")

and

[Contractor's Name]

[Street Address]

[City], [Province] [Postal Code]

(referred to in the Standing Offer Agreement as the "Contractor").

Her Majesty and the Contractor agree as follows:

### A1 STANDING OFFER AGREEMENT

1.1 The following documents and any amendments relating thereto form the Standing Offer Agreement between Her Majesty and the Contractor:

- 1.1.1 these Articles of Agreement;
- 1.1.2 the document attached hereto as Appendix "A" and titled "General Conditions", referred to herein as the General Conditions;
- 1.1.3 the document attached hereto as Appendix "B" and titled "Supplementary Conditions", referred to herein as the Supplementary Conditions;
- 1.1.4 the document attached hereto as Appendix "C" and titled "Terms of Payment", referred to herein as the Terms of Payment;
- 1.1.5 the document attached hereto as Appendix "D" and titled "Statement of Work", referred to herein as the Statement of Work;
- 1.1.6 the document attached hereto as Appendix "E" and titled "Intellectual Property", referred to herein as the Intellectual Property;
- 1.1.7 the document attached hereto as Appendix "F" and titled "Travel Expense Information", referred to herein as the Travel Expense Information
- 1.1.8 the document attached hereto as Appendix "G" and titled "Security Requirement Check List", referred to herein as the Security Requirement Check List
- 1.1.9 the document attached hereto as Appendix "H" and titled "Aboriginal Affairs and Northern Development Canada IT Security Safeguard Requirements", referred to herein as the IT Security Safeguard Requirements

1.2 In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

### A2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

2.1 The Contractor shall, between the date of these Articles of Agreement and [DATE], perform and complete with care, skill, diligence and efficiency the work that is described in the Statement of Work.

### A3 STANDING OFFER AGREEMENT AMOUNT

3.1 Subject to the terms and conditions of this Standing Offer Agreement and in consideration for the performance of the work, Her Majesty shall pay to the Contractor:

- 3.1.1 a sum not to exceed **\$0.00**.

**ARTICLES OF AGREEMENT  
STANDING OFFER AGREEMENT**

**A4 APPROPRIATE LAW**

4.1 This Standing Offer Agreement shall be governed by and construed in accordance with laws in force in the Province of Alberta and the laws of Canada as applicable.

**A5 DEPARTMENTAL REPRESENTATIVE**

5.1 For the purpose of the Standing Offer Agreement, the Minister hereby designates Dan Sojanowski, Manager, Policy, as the Departmental Representative.

This Standing Offer Agreement has been executed on behalf of the Contractor and on behalf of Her Majesty the Queen in right of Canada by their duly authorized officers.

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ Cathy Garbo, Manager Contracts and Administration

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by \_\_\_\_\_ the Contractor

in the presence of \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC1 INTERPRETATION**

- 1.1 In the Contract,
- 1.1.1 "Contract" means the Contract documents referred to in the Articles of Agreement;
  - 1.1.2 "invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
  - 1.1.3 "Minister" includes a person acting for, or if the office is vacant, in place of the Minister and the Minister's successors in the office, and the Minister's or their lawful deputy and any of the Minister's or their representatives appointed for the purpose of the Contract;
  - 1.1.4 "work", unless otherwise expressed in the Contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor's obligations under the Contract;
  - 1.1.5 "Departmental Representative" means the officer or employee of Her Majesty who is designated by the Articles of Agreement and includes a person authorized by the Departmental Representative to perform any of the Departmental Representative's functions under the Contract;
  - 1.1.6 "prototypes" includes models, patterns and samples;
  - 1.1.7 "technical documentation" means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

**GC2 SUCCESSORS AND ASSIGNS**

- 2.1 The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

**GC3 TIME OF THE ESSENCE**

- 3.1 Time is of the essence of the Contract.
- 3.2 Any delay by the Contractor in performing the Contractor's obligations under the Contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 3.3 The Contractor shall give notice to the Minister immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Departmental Representative, the Contractor shall deliver a description, in a form satisfactory to the Minister, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by the Minister of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 3.4 Unless the Contractor complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 3.5 Notwithstanding that the Contractor has complied with the requirements of GC3.3, Her Majesty may exercise any right of termination contained in GC6.

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC4 INDEMNIFICATION**

- 4.1 The Contractor shall indemnify and save harmless Her Majesty and the Minister from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, error, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 4.2 The Contractor shall indemnify Her Majesty and the Minister from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the Contract, and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contract.
- 4.3 The Contractor's liability to indemnify or reimburse Her Majesty under the Contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

**GC5 NOTICES**

- 5.1 Where in the Contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile, electronic mail or other means of electronic transmission, addressed to the party for whom it is intended at the address mentioned in the Contract, and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by facsimile, electronic mail or other means of electronic transmission, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

**GC6 TERMINATION OR SUSPENSION**

- 6.1 The Minister may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 6.2 All work completed by the Contractor to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contract and, for all work not completed before the giving of such notice, Her Majesty shall pay the Contractor's costs as determined under the provisions of the Contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 6.3 In addition to the amount which the Contractor shall be paid under GC6.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 6.4 Payment and reimbursement under the provisions of GC6 shall be made only to the extent that it is established to the satisfaction of the Minister that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 6.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Minister under the provisions of GC6 except as expressly provided therein.

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC7 TERMINATION DUE TO DEFAULT OF CONTRACTOR**

- 7.1 Her Majesty may, by notice to the Contractor, terminate the whole or any part of the work if:
- 7.1.1 the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contractor, or if the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
- 7.1.2 the Contractor fails to perform any of the Contractor's obligations under the Contract, or, in the Minister's view, so fails to make progress as to endanger performance of the Contract in accordance with its terms.
- 7.2 In the event that Her Majesty terminates the work in whole or in part under GC7.1, Her Majesty may arrange, upon such terms and conditions and in such manner as Her Majesty deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to Her Majesty for any excess costs relating to the completion of the work.
- 7.3 Upon termination of the work under GC7.1, the Minister may require the Contractor to deliver and transfer title to Her Majesty, in the manner and to the extent directed by the Minister, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the Contract. Her Majesty shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by Her Majesty, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said Contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in-process delivered to Her Majesty pursuant to such direction. Her Majesty may withhold from the amounts due to the Contractor such sums as the Minister determines to be necessary to protect Her Majesty against excess costs for the completion of the work.
- 7.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the Contract, exceeds the Contract price applicable to the work or the particular part thereof.
- 7.5 If, after the Minister issues a notice of termination under GC7.1, it is determined by the Minister that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC6.1 and the rights and obligations of the parties hereto shall be governed by GC6.

**GC8 ACCOUNTS AND AUDITS**

- 8.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Minister who may make copies and take extracts therefrom.
- 8.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Minister with such information as the Minister or they may from time to time require with reference to the documents referred to herein.
- 8.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Minister, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two years following completion of the work.

**GC9 CONFLICT OF INTEREST**

- 9.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the Contract, the Contractor shall declare it immediately to the Departmental Representative.

**APPENDIX "A"**  
**GENERAL CONDITIONS**

**GC10 CONTRACTOR STATUS**

10.1 This is a Contract for the performance of a service and the Contractor is engaged under the Contract as an independent Contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel are engaged by the Contract as an employee, servant or agent of Her Majesty. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Employment Insurance, Workmen's Compensation, or Income Tax.

**GC11 WARRANTY BY CONTRACTOR**

11.1 The Contractor warrants that the Contractor is competent to perform the work required under the Contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

11.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation.

**GC12 AMENDMENTS**

12.1 No amendment of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC13 ENTIRE AGREEMENT**

13.1 The Contract constitutes the entire agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the Contract.

**APPENDIX "B"**  
**SUPPLEMENTARY CONDITIONS**

**SC1 RELEASE AND DISCLOSURE OF PROPRIETARY, PERSONAL AND THIRD PARTY INFORMATION**

- 1.1 The Contractor shall keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work, including any information that is proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work where copyright or any other intellectual property rights in such information (except a licence) vests in Canada under the Contract.
- 1.2 The Contractor shall not disclose any such information to any person without the written permission of the Minister, except that the Contractor may disclose to an authorized subcontractor information necessary for the performance of the Subcontract, on the condition that the subcontractor agrees that it will be used solely for the purposes of such Subcontract.
- 1.3 Information provided to the Contractor by or on behalf of Canada shall be used solely for the purpose of the Contract and shall remain the property of Canada or the third party, as the case may be. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, together with every copy, draft, working paper and note thereof that contains such information, upon completion or termination of the Contract or at such earlier time as the Minister may require.
- 1.4 Subject to the *Access to Information Act*, R.S.C. 1985, and, to any right of Canada under this Contract to release or disclose, Canada shall not release or disclose any information delivered to Canada under the Contract that is proprietary to the Contractor or a Subcontractor including personal and third party information.

**SC2 SALES TAX**

- 2.1 These services are being purchased with public (Canada) funds for the use of a federal government department and as such, with the exception of the province of Quebec, are not subject to the payment of provincial ad valorem sales and consumption taxes levied by the province or territory in which the taxable services are delivered.

**SC3 IDENTIFICATION/ACCESS CARD**

- 3.1 A Contractor who has been issued a departmental Identification/Access Card must return it to the appropriate Security Section upon termination or completion of the Contract services and/or on the date that the card expires.

**SC4 OFFICIAL LANGUAGES**

- 4.1 Any Contractor who carries out work on behalf of DIAND or Indian, Oil and Gas Canada (IOGC) in a location where the Department or Agency is required to provide services or communications to the public in both official languages, must also do so in both official languages. In DIAND, those locations are its regional offices located in Amherst, Quebec, the National Capital Region (NCR), Toronto, Winnipeg, Regina, Edmonton, Vancouver, Iqaluit, Yellowknife and Whitehorse and in IOGC, the Calgary regional office.
- 4.2 Contractors must also respect the right of employees to work in the language of their choice and respect the language(s) of work in each region. To that end, Contractors must be able to provide their services in the working language of each region and in the two official languages of the National Capital Region (NCR). In DIAND, the languages of work in the NCR are English and French; in the Quebec regional office, French; and English in all other departmental regional offices and in the IOGC regional office.

**APPENDIX "B"**  
**SUPPLEMENTARY CONDITIONS**

**SC5 NON-RESIDENTS WHO PERFORM SERVICES IN CANADA**

5.1 The Contractor agrees that, pursuant to the provisions of the Income Tax Act, Canada is empowered to withhold an amount of 15 percent of the price to be paid to the Contractor, if the Contractor is a non-resident Contractor identified in said Act and will perform services in Canada. This amount will be held on account with respect to any liability for taxes which may be owed to Canada. In addition, an amount of 9 percent may be withheld for provincial income tax purposes from non-residents providing services in the Province of Quebec.

**SC6 CRIMINAL CODE OF CANADA**

6.1 The Contractor certifies that it has not lost capacity to Contract with Her Majesty pursuant to Section 750 of the Criminal Code of the Canada.

**SC7 GENDER-BASED ANALYSIS**

7.1 The Contractor shall familiarize itself with the DIAND Gender-Based Analysis Policy <http://www.ainc-inac.gc.ca/ai/gba/gnd-eng.asp> and when performing the Contract Work shall take into account gender considerations described in the DIAND Gender-Based Analysis Policy that are applicable to the Contract Work. The Contractor may consult with the Departmental Representative with respect to the DIAND Gender-Based Analysis Policy in order to ensure compliance with the DIAND Gender-Based Analysis Policy.

7.2 Where applicable, DIAND will conduct a gender-based analysis in accordance with the DIAND Gender-Based Analysis Policy. The Departmental Representative will inform the Contractor of any gender equality issues that arise as a direct result of the Contract Work.

7.3 If the Contractor becomes aware of any gender equality issues that have not been identified through a gender-based analysis conducted by DIAND, the Contractor shall inform the Departmental Representative in writing and in a timely fashion.

**SC8 CERTIFICATION - CONTINGENCY FEES**

8.1 The Contractor certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Contract to any person other than an employee acting in the normal course of the employee's duties.

8.2 All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the Accounts and Audit provisions of the Contract.

8.3 If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Contract or recover from the Contractor by way of reduction to the Contract price or otherwise the full amount of the contingency fee.

8.4 In this section:

8.4.1 "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government Contract or negotiating the whole or any part of its terms.

8.4.2 "employee" means a person with whom the Contractor has an employer/employee relationship.

8.4.3 "person" includes an individual or group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyist Registration Act R.S. 1985 c.44 (4th Supplement) as the same may be amended from time to time.

**APPENDIX "B"**  
**SUPPLEMENTARY CONDITIONS**

**SC9 FORMER PUBLIC SERVANTS**

- 9.1 It is a term of the Contract:
- 9.1.1 that the Contractor has declared to the Departmental Representative whether the Contractor has received a lump sum payment made pursuant to any work force reduction program, including but not limited to the Work Force Adjustment Directive, the Early Departure Incentive Program, the Early Retirement Incentive Program or the Executive Employment Transition Program, which has been implemented to reduce the public service;
  - 9.1.2 that the Contractor has informed the Departmental Representative of the terms and conditions of that work force reduction program, pursuant to which the Contractor was made a lump sum payment, including the termination date, the amount of the lump sum payment and the rate of pay on which the lump sum payment was based, and
  - 9.1.3 that the Contractor has informed the Departmental Representative of any exemption in respect of the abatement of a Contract fee received by the Contractor under the Early Departure Incentive Program Order.

**SC10 STANDING OFFER**

- 10.1 It is understood and agreed that this is a Standing Offer Agreement and the services described in the Statement of Work will only be utilized on an "as and when required" basis. The aggregate value of call-ups which may be made is conditional upon departmental needs.
- 10.2 Any call for service, as described in the Statement of Work, shall be initiated by means of a call-up document.
- 10.3 The call-up document, signed by an authorized officer, shall be issued to the Contractor and shall include: the cost, the scope of the work, the schedule of the work, and appropriate reporting milestones as required. Any call-up document shall be governed by the terms and conditions of this Agreement. The cost specified in the call-up document shall indicate fee and expense amounts as appropriate.
- 10.4 Sub-contracting shall not be allowed under any call-up without the prior written approval of the Departmental Representative.

**SC11 INTELLECTUAL PROPERTY**

- 11.1 The Department of Indian Affairs and Northern Development has determined that any Intellectual Property arising from the performance of the Work under the Standing Offer Agreement will vest in Canada for the following reason: statutes, regulations or prior obligations of Canada to a third party or parties preclude Contractor ownership of the Intellectual Property Rights in Foreground Information.

**SC12 FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) PROGRAM**

- 12.1 The Contractor's GST/HST number is [GST/HST Number]

**SC13 SPECIFIC INDIVIDUALS**

- 13.1 It is understood and agreed that the work under this Standing Offer Agreement shall be performed by [TBD].

**SC14 PERSONNEL REPLACEMENT AND SUBSTITUTIONS**

- 14.1 The Contractor shall provide the services of the personnel named in their proposal to perform the Work, unless the Contractor is unable to do so for reasons beyond his/her control.
- 14.2 Should the Contractor at any time be unable to provide the services of the resource(s) named in their proposal, the Contractor shall be responsible for providing replacement personnel at the same cost, who shall be of similar or greater ability or attainment, and whom shall be acceptable to the DIAND Departmental Representative.

## APPENDIX "B" SUPPLEMENTARY CONDITIONS

- 14.3 In advance of the date upon which any replacement resources are to commence work, the Contractor shall notify the DIAND Departmental Representative, in writing, of the reason for the unavailability of their named resource(s). The Contractor shall then provide to the DIAND Departmental Representative the name(s) and detailed curriculum vitae (c.v.) of the qualifications and experience of the proposed replacement resource(s).
- 14.4 As applicable, proposed replacement resources will be evaluated by DIAND on the basis of the evaluation criteria included within the Request for Proposals document(s). Proposed replacement resources must receive the same or higher score on the point-rated criteria as the resource whom they are proposed to replace. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) whom they are proposed to replace, DIAND reserves the right to refuse the proposed replacement resource(s).
- 14.5 Under no circumstances shall the Contractor allow performance of the services by replacement resources that have not been duly authorized by the DIAND Departmental Representative.
- 14.6 DIAND reserves the right to direct the Contractor to undertake replacements of his or her personnel should deployed Contractor personnel not meet (in DIAND's exclusive opinion) the Department's skills and abilities expectations. Contractor personnel substitutions made by the Contractor may only be undertaken with the express and prior written authorization of the DIAND Departmental Representative.
- 14.7 In any event that the Contractor is unable to provide the services of a resource that is of similar or greater ability or attainment and is acceptable to the DIAND Departmental Representative, DIAND reserves the right to terminate the Standing Offer Agreement.

### SC15 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE

- 15.1 **For the services of an Individual:** No individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions; and

that during the terms of the Standing Offer Agreement any persons engaged in the course of carrying out this Standing Offer Agreement shall conduct themselves in compliance with the principles of the *Conflict of Interest Act*, the *Values and Ethics Code for the Public Service*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* which are the same as those in the *Conflict of Interest and Post-Employment Code for the Public Service*, with the addition that decisions shall be made in the public interest and with regard to the merits of each case. Should an interest be acquired during the life of the Standing Offer Agreement that would cause a conflict of interest or seem to cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

- 15.2 **For the services of a Firm:** It is a term of this Standing Offer Agreement that no individual for whom the post-employment provisions of the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Service*, or the *Conflict of Interest and Post-Employment Code for the Public Service* apply, shall derive any direct benefit from this Standing Offer Agreement unless that individual is in compliance with the applicable post-employment provisions.

### SC16 OPTION TO EXTEND STANDING OFFER AGREEMENT

- 16.1 The Contractor grants to Canada the irrevocable option to extend the term of the Standing Offer Agreement by three (3) additional one (1) year periods under the same terms and conditions.
- 16.2 Canada may exercise this option at any time by sending a notice to the Contractor at least thirty (30) calendar days prior to the Standing Offer Agreement expiry date.
- 16.3 The Contractor agrees that:

**APPENDIX "B"**  
**SUPPLEMENTARY CONDITIONS**

- 16.3.1 Canada is not bound by the rates/prices quoted in the Contractors' proposal for the Standing Offer Agreement option years(s);
- 16.3.2 Canada may, by giving notice to the Contractor, re-negotiate the Contractor' rates/prices for the option year(s) prior to exercising the option to extend the Standing Offer Agreement; and
- 16.3.3 All option year rates/prices are subject to review, acceptance and approval of the Departmental Representative.

**SC17 SECURITY REQUIREMENTS**

- 17.1 The Contractor must, at all times during the performance of the Contract, hold a valid **Designated Organization Screening** (DOS) with approved **Document Safeguarding** at the level of **PROTECTED B**, issued by the Canadian Industrial Security Directorate, Public Works and Government Services Canada.
- 17.2 The Contractor personnel requiring access to **PROTECTED** information, assets or work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
- 17.3 The Contractor **MUST NOT** utilize its Information Technology systems to electronically process, produce or store **PROTECTED** information until the CISD/PWGSC has issued written approval. After approval has been granted or approved, these tasks may be performed at the level of **PROTECTED B**, including an IT Link at the level of **PROTECTED B**.
- 17.4 Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
- 17.5 The Contractor must comply with the provisions of the:
  - 17.5.1 Security Requirements Check List and security guide (if applicable), attached at Appendix "G"; and
  - 17.5.2 Industrial Security Manual (Latest Edition).

**APPENDIX "C"  
 TERMS OF PAYMENT**

**TP1** Payment for the satisfactory performance of the work under this agreement shall be based on the following rates for actual work performed and the method of payment shall be detailed in the call-up document.

The Standing Offer Agreement amount is only an estimate and the Contractor shall be paid only for those services carried out to the satisfaction of the Departmental Representative.

Maximum Authorized Professional Fees:

*The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data. It is provided purely for information purposes.*

*Only the category(ies)and resource(s) for which the Contractor has been awarded a Standing Offer will apply under the Terms of Payment.*

**Year One (1<sup>st</sup> year from agreement award)**

Senior Subject Matter Expert in Surface Tenure \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>
<i>and/or</i>	
Senior Subject Matter Expert in Royalty \$0.00/day to an estimated of 0 days .....	<b>\$0.00</b>
<i>and/or</i>	
Senior Subject Matter Expert in Seismic Exploration \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>

**Year Two (2<sup>nd</sup> year from agreement award)**

Senior Subject Matter Expert in Surface Tenure \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>
<i>and/or</i>	
Senior Subject Matter Expert in Royalty \$0.00/day to an estimated of 0 days .....	<b>\$0.00</b>
<i>and/or</i>	
Senior Subject Matter Expert in Seismic Exploration \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>

Actual and reasonable travel expenses for transportation, accommodation, meals and incidentals incurred by the Contractor as may be authorized by the Departmental Representative to a maximum amount of ..... **\$5,000.00**

Maximum Authorized Amount for Fees and Expenses..... **\$0.00**

Maximum GST Payable ..... **\$0.00**

**Total Maximum Authorized Standing Offer Agreement Value..... \$0.00**

**Option Year One (3<sup>rd</sup> year from agreement award)**

Senior Subject Matter Expert in Surface Tenure \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>
<i>and/or</i>	
Senior Subject Matter Expert in Royalty \$0.00/day to an estimated of 0 days .....	<b>\$0.00</b>
<i>and/or</i>	
Senior Subject Matter Expert in Seismic Exploration \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>

**Option Year Two (4<sup>th</sup> year from agreement award)**

Senior Subject Matter Expert in Surface Tenure \$0.00/day to an estimated of 0 days.....	<b>\$0.00</b>
<i>and/or</i>	

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Senior Subject Matter Expert in Royalty \$0.00/day to an estimated of 0 days .....**\$0.00**  
*and/or*  
 Senior Subject Matter Expert in Seismic Exploration \$0.00/day to an estimated of 0 days.....**\$0.00**

**Option Year Three (5<sup>th</sup> year from agreement award)**

Senior Subject Matter Expert in Surface Tenure \$0.00/day to an estimated of 0 days.....**\$0.00**  
*and/or*  
 Senior Subject Matter Expert in Royalty \$0.00/day to an estimated of 0 days .....**\$0.00**  
*and/or*  
 Senior Subject Matter Expert in Seismic Exploration \$0.00/day to an estimated of 0 days.....**\$0.00**

- TP2** Administration fees are not reimbursable under this agreement as the time/unit rate(s) and/or fixed fee(s) specified in TP1 are inclusive of all payroll, overhead and administration costs and profits required to complete the Work.
- TP3** This Standing Offer Agreement value shall not be exceeded without the approval of the Standing Offer Agreement signing authority.
- TP4** **For Standing Offer Agreements with travel expense provisions in TP1 of the Terms of Payment:** The travel and accommodation expenses shall not exceed the charges allowed in the current issue of the Treasury Board Travel Directive as set out in the attached "Travel Expenses Information". These expenses shall be substantiated to the satisfaction of the Departmental Representative with the supporting documents required by the said Directive.
- TP5** Payments in accordance with the Terms of Payment herein will be made to the Contractor upon receipt of invoices therefor approved by the Departmental Representative for satisfactory performance of this agreement. It is understood and agreed that the Departmental Representative shall be the final judge concerning the quality and acceptability of the work.
- TP6** Payment will be issued to the Contractor 30 days after the work (or part thereof, where provided for under TP1) is satisfactorily completed and an invoice received therefor. Where payment is not made within the 30 day payment period, and where the government is responsible for the delay, interest will be paid on the invoice amount at the Bank of Canada rate in effect on the date on which the amount is paid, plus 3%.
- TP7** Interest is payable on acceptable invoices that are not paid within the 30 day payment period. Interest will not be paid on invoices paid within the 30 day payment period. Interest will not be paid on an interim basis; nor will interest be paid on interest charges.
- TP8** The period for which interest will be paid will be from the day after the end of the 30 day payment period to the date that payment is issued. In respect of interest amounts which are less than ten dollars (\$10.00) in value, said interest shall not be paid unless the Contractor so demands by means of written communication to the Departmental Representative. Interest payments in excess of ten dollars (\$10.00) will be paid automatically.
- TP9** **FEDERAL GOODS AND SERVICES TAX (GST)/HARMONIZED SALES TAX (HST) REGISTRANTS AND NON-REGISTRANTS**
  - 9.1 **GST or HST Registrants:** Any amount levied against Her Majesty in respect of the federal Goods and Services Tax (GST) or Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy shall be paid from the Government of Canada Refundable Advance Account to the Contractor in addition to the amounts paid from the departmental appropriation for the work done. The Contractor agrees to remit the GST or HST to the Canada Customs and Revenue Agency.

or,

**APPENDIX "C"**  
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- 9.2 **Non GST or HST Registrants:** Any amount to be levied by a non-GST or HST Registrant against Her Majesty in respect of the federal Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) shall be shown separately on all invoices and claims for progress payments submitted by the Contractor. The appropriate GST or HST levy and the amounts for the work done shall be paid directly from the departmental appropriation to the Contractor.

**TP10 METHOD OF PAYMENT AND INVOICING INSTRUCTIONS**

10.1 **Progress Payments**

Unless stated otherwise within the Call-up document, payment shall be made to the Contractor upon satisfactory completion of the Call-up Work, acceptance of all Call-up deliverables and, compliance with all Invoicing Instructions.

10.2 **Invoicing Instructions**

- 10.2.1 Two copies of the Contractor's invoice and all required receipts shall be submitted to:

Indian Oil & Gas Canada  
Suite 100, 9911 Chiila Boulevard  
Tsuu T'ina, Alberta T2W 6H6

- 10.2.2 Pursuant to paragraph 221 (1) (d) of the *Income Tax Act*, payments made by departments and agencies under applicable service Contracts must be reported on a T1204 supplementary slip. To comply with this requirement, Contractors are required to provide the following information on each invoice:

- a) the legal name of the entity or individual, as applicable, i.e. the name associated with the Social Insurance Number or Business Number (BN), as well as the address and the postal code;
- b) the status of the Contractor, i.e. individual, unincorporated business, or corporation;
- c) for individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN or if applicable, the Goods and Services Tax (GST) Harmonized Sales Tax (HST) number;
- d) for corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown; and
- e) the following certification signed by the Contractor or an authorized officer:  
"I certify that I have examined the information provided above, including the legal name, address, and Canada Customs and Revenue Agency identifier, c) or d) as applicable, and that it is correct and complete, and fully discloses the identification of this Contractor."

Invoice Payment will only be made upon receipt and acceptance of the above noted documentation.

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**SW1.0 TITLE**

1.1 Regulatory Development Project: Consulting Services.

**SW2.0 BACKGROUND**

2.1 Indian Oil and Gas Canada (IOGC) is a special operating agency within the department of Aboriginal Affairs and Northern Development Canada (AANDC). It is responsible for management and administration of oil and gas resources on designated Indian Reserves across Canada, south of the 60th parallel. IOGC, on behalf of the respective First Nation, leases petroleum and natural gas rights to companies granting them the right to explore for and develop these resources.

On reserve, oil and gas activity is a significant source of capital and provides access to economic development opportunities for approximately 200 First Nations with oil and gas production, or potential production opportunities. Over 80 per cent of First Nations oil and gas production occurs in Alberta. In 2005-2006 alone, over \$270 million in oil and gas revenues were collected on behalf of approximately 60 First Nations with active petroleum agreements. These monies are collected by Canada and 100 per cent is released to First Nations pursuant to the *Indian Act*. This revenue and increased access to oil and gas-based economic development opportunities improves the First Nations potential for increased self-reliance.

The *Indian Oil and Gas Act, 1985* and *Indian Oil and Gas Regulations, 1995* are the legislative and regulatory instruments for the Government of Canada to manage oil and gas exploration and development on Indian reserve lands. IOGC is in the process of modernizing this regime since it has remained virtually unchanged for the last 35 years.

*An Act to amend the Indian Oil and Gas Act, Bill C-5*, received Royal Assent on May 14, 2009 (IOGA, 2009). With passage of the Bill into law, the Government of Canada is eliminating the regulatory gap that exists between on-reserve and off-reserve oil and gas activities. By bringing federal legislation in line with similar legislation in the provinces, the new law will create a transparent and efficient regime for oil and gas operations on reserve lands, thereby encouraging industry investment and economic development in First Nation communities. Although now passed into law, the IOGA, 2009 will not come into force until the new Indian Oil and Gas Regulations are in place.

Changes to the Regulations are being done under the “Modernization of the Act, Regulations, and Systems” (MARS) project. This project is being completed in partnership between IOGC, the Indian Resource Council (IRC), the Joint Technical Committee (JTC-1), and regulatory drafters.

The IRC was founded in 1987 by Chiefs representing the oil and gas producing First Nations. This council was formed on the recommendation of a task force that was established to study the role of Canada in the management of First Nations oil and natural gas resources.

The JTC-1 consists of First Nation Oil and Gas Subject Matter Experts (SMEs) from some of the major oil and gas producing First Nations, members of the IRC, IOGC staff and staff from Aboriginal Affairs and Northern Development Canada (AANDC). The JTC-1 is an organization through which key First Nation input to the development of the updated IOGA Regulations is being achieved. IOGC meets with JTC-1 approximately every month.

Regulation development was broken down into nine modules: i) Subsurface Tenure, ii) Drainage and Compensatory Royalty, iii) Surface Tenure, iv) Exploration (seismic), v) Environment, vi) Enforcement, vii) Conservation, viii) Royalty, and ix) Moneys Management. Policy considerations for the regulatory approach have been completed for all nine modules. The next step is to prepare draft regulations.

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IOGC has prepared **Drafting Instructions**, with input from IRC and JTC-1, which include more than 6,600 pages of material for regulatory drafters to review and consider. The material is highly complex and technical, due to the nature of the oil and gas industry. Therefore, a phased approach is being used to draft the new Regulations.

The phased approach will include amendments to the *Indian Oil and Gas Regulations, 1995* to make them compatible with the IOGA, 2009 plus new regulations in the areas of: 1) Drainage and Compensatory Royalty; 2) Subsurface Tenure; 3) First Nations’ Audit (considered a component of Royalty Management); and, 4) reporting requirements to facilitate royalty verification.

Regulation development is an iterative process between IOGC and regulatory drafters from the Department of Justice (DOJ). For each of these modules, DOJ drafts the regulation taking into consideration the provisions of the IOGA, 2009, and provisions of other federal and provincial legislation.

IOGC has an obligation to consult with First Nations, and throughout the regulatory development process First Nations have been engaged and consulted on proposed regulatory changes. This is done on an individual basis with First Nations or through events such as symposiums. As well, IOGC will consult with the oil and gas industry regarding the new regulations. IOGC meets with First Nations as required, with a highly variable schedule depending on the stage of Regulation development and affected or interested First Nations.

**SW3.0 OBJECTIVE**

- 3.1 IOGC requires qualified Subject Matter Experts in a number of specific technical areas related to the oil and gas industry to assist and advise IOGC in regulation and policy development relating to the *Indian Oil and Gas Act, 2009*.
- 3.2 IOGC seeks three(3) Categories of Resources with up to two (2) Resources per Category. Resources may qualify in more than one (1) Category.
- 3.3 Standing Offers will be valid for two (2) years with three (3) optional extension periods of one (1) year each.

**SW4.0 ESTIMATED VALUE**

- 4.1 IOGC has identified an estimated total of approximately \$155,000.00 for work under all areas of expertise across the first two (2) years of the SOA.
- 4.2 Individual Call-up values will vary.

**SW5.0 DEFINITIONS AND APPLICABLE DOCUMENTS**

- 5.1 The following list of terms and acronyms is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used within this Statement of Work.

<u>Term/Acronym</u>	<u>Definition</u>
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AANDC	Aboriginal Affairs and Northern Development Canada.
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<b><u>Term/Acronym</u></b>	<b><u>Definition</u></b>
<b>Call-up</b>	<p>Under a valid Standing Offer Agreement (SOA), a document prepared by the Project Authority and issued by the Contracting Authority to the Supplier, through which AANDC will acquire the required services. The Call-up will contain requirements for the provision of said services, which will be consistent with the Statement of Work, and may consist of any combination of the required services and deliverables.</p> <p>Upon acceptance of the Call-up by the Supplier, the Call-up forms a binding agreement.</p>
<b>Contracting Authority</b>	The Contracting Authority will be the sole authority on behalf of Canada for the administration and management of this Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Supplier is not to perform work in excess of or outside the scope of the Contract based on written requests from any government personnel other than the Contracting Authority.
<b>GoC</b>	Government of Canada.
<b>IOGC</b>	Indian Oil and Gas Canada.
<b>IRC</b>	Indian Resource Council.
<b>JTC-1</b>	Joint Technical Committee. Made up of First Nation Communities and Government experts.
<b>MARS</b>	Modernization of the Act, Regulations, and Systems (project).
<b>Minister's Special Representative</b>	An individual contracted by AANDC to work on incorporation by reference, and Canada and intergovernmental agreements related to the revised Regulations.
<b>Project Authority</b>	The officer or employee of Canada who is authorized by the Minister to perform any of the Project Authority's functions as described in the Articles of Agreement. The Project Authority or his/her delegate is responsible for all matters concerning the technical content of the work against the Standing Offer Agreement and any authorized Call-ups.
<b>Standing Offer Agreement (SOA)</b>	An overarching agreement between AANDC and a qualified supplier to provide services on an as-and-when-requested basis. An SOA does not constitute a Contract. Individual service requirements will be initiated via a Call-up document duly authorized by the Contracting Authority.
<b>Supplier</b>	A qualified entity holding a Standing Offer Agreement.

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- 5.2 In addition to any provisions contained within the SOA, and to support work under any resultant Call-up(s), the following websites and documents may provide further useful information to the Supplier in determining the context of this requirement, as well as its size and scope:
- 5.2.1 Indian Oil and Gas Canada - <http://www.pgic-iogc.gc.ca/>
- 5.2.2 Indian Resource Council mandate and information: <http://irccanada.ca/node/3>
- 5.2.3 Joint Technical Committee mandate and information, and information about the MARS project: <http://irccanada.ca/content/new-approach-regulation-development>
- 5.2.4 Update on the Modernization of the Act, Regulations, and Systems (MARS) - Volume III, Issue 2 - <http://www.pgic-iogc.gc.ca/eng/1383153770079/1383154115516>
- 5.2.5 *Indian Oil and Gas Act, 2009* – [http://laws-lois.justice.gc.ca/eng/annualstatutes/2009\\_7/page-1.html](http://laws-lois.justice.gc.ca/eng/annualstatutes/2009_7/page-1.html)
- 5.2.6 *Indian Oil and Gas Act, 1985* - <http://laws-lois.justice.gc.ca/eng/acts/I-7/page-1.html>
- 5.2.7 Indian Oil and Gas Regulations, 1995 - <http://laws-lois.justice.gc.ca/eng/regulations/sor-94-753/index.html>
- 5.2.8 Treasury Board Guide to the Federal Regulatory Development Process - <http://www.tbs-sct.gc.ca/rtrap-parfa/gfrpg-gperf/gfrpg-gperftb-eng.asp>

**SW6.0 SCOPE OF WORK**

- 6.1 IOGC requires the services of specialized subject matter experts to provide advice, undertake research, analyze and make recommendations related to the revision of Regulations from 1995, and the development of new Regulations in accordance with the *Indian Oil and Gas Act, 2009*.
- 6.1.1 Along with, and after development of the revised Regulation modules, related policies will be updated, revised and, where necessary, written.
- 6.2 The Supplier shall provide, on a timely basis as described in any resultant Call-up(s), oral and written advice, reports, research, answer questions and prepare presentations on aspects of the MARS project, as requested.
- 6.3 The Supplier shall provide input in identified aspects of the MARS Project, as described in any resultant Call-up(s), including but not limited to sections 6.8, 6.9, 6.10, and 6.11:
- 6.4 Suppliers' services are required in the following three (3) of the nine (9) modules of Regulation development, which may be addressed through one (1) or more qualified Resource:
- iii) Surface Tenure;
  - iv) Exploration (seismic); and
  - viii) Royalties.
- 6.5 Work under the MARS project is anticipated to be completed in three (3) phases:
- 6.5.1 The first phase of regulatory development involves the following modules:
- i) **Subsurface Tenure**; and
  - ii) **Drainage and Compensatory Royalty**.

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IOGC is near the completion of this Phase of the project. As a result, the work under this phase will not be included in this proposal.

6.5.2 The second phase will include the following modules:

- iii) **Surface Tenure;**
- iv) **Exploration (seismic);** and
- viii) **Royalties**

6.5.3 The third phase will include remaining modules.

6.5.4 All phases of the project as outlined above are anticipated to take up to five (5) years in total to complete.

6.6 Suppliers shall provide advice and support within their qualified area(s) of expertise (as described in section 8.1) related to one (1) or more of the above modules, as specified in any resultant Call- up(s).

6.7 Experts in any of the modules above shall provide consulting and advisory services in relation to:

- a) The development of regulations;
- b) The revision of previously developed regulations;
- c) The provision of policy advice and development; and
- d) Other related expertise in support of IOGC's MARS project and any related initiative, as described herein and in any resultant Call-up(s), using IOGC's existing Drafting Instructions.

**6.8 REGULATION DEVELOPMENT**

6.8.1 Provide technical advice respecting issues in the regulatory development project for the specified Module(s).

6.8.2 Research, provide comment and respond to questions on any variance between the drafting instructions and regulatory drafts.

6.8.3 Research and provide background material (e.g. federal, provincial or other oil and gas industry related Acts, Regulations, Policies or practices) or other relevant material for the drafting team.

6.8.4 Provide expert advice and input on communication materials that will be used to advise First Nations of the work being conducted by JTC-1.

6.8.5 Review and evaluate suggestions proposed by JTC-1, the First Nations Chiefs and Councils, industry and government in order to determine feasibility for Regulations or policy, and/or how they may be implemented.

6.8.6 Assist in the preparation of responses to suggestions proposed by First Nations and others.

6.8.7 Assist in developing responses to questions raised by the general public as a result of the gazette process.

6.8.8 Prepare reports of findings.

**6.9 POLICY DEVELOPMENT**

6.9.1 Identify areas where policy needs to be developed to augment the Regulations and assist in their development.

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6.9.2 Assist in developing information letters, guidelines, policies, practices and other documents that aid in the administration of the Regulations.

**6.10 OPERATIONAL ADVISORY SERVICES**

6.10.1 Conduct research and provide a response to questions which could include, but not be limited to, provincial regimes and practices, industry practices, existing IOGC policies and practices, any other industry practice or process that are relevant.

**6.11 GENERAL ADVISORY SERVICES**

6.11.1 Assist in providing information and expert advice to IOGC with regard to:

- a) Referential incorporation of provincial laws;
- b) Federal-provincial cooperation respecting the regulation of oil and gas activities on First Nation lands;
- c) The creation of an agreement whereby the province or provincial officials will administer referentially incorporated laws on behalf of Canada; and
- d) Developing an interface agreement which sets out protocols for federal-provincial cooperation respecting the regulation of oil and gas activities on First Nation lands.

**SW7.0 DELIVERABLES**

7.1 The Supplier shall provide the Deliverables described in any resultant Call-up(s), which may include, but are not limited to:

**7.2 REGULATION DEVELOPMENT**

7.2.1 Written technical advice or recommendations.

7.2.2 Written review and analyses on policies, regulations, or other items within the scope of work of the resultant Call-up(s).

7.2.3 Written response to questions or explanations of drafting instructions.

7.2.4 Written background material.

7.2.5 Written input on communication materials and plans.

7.2.6 Written review and evaluation of suggestions regarding Regulations or Policies

7.2.7 Report of findings.

7.2.8 Draft Notices of Pre-Publication, or related supporting documentation.

7.2.9 Written supporting documentation for the development of communique's and other material required to support the Regulation submission process to the Department of Justice.

7.2.10 Other deliverables as specified in any resultant Call-up(s).

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**7.3 POLICY DEVELOPMENT**

- 7.3.1 Impact analysis(es) of components of the Regulations on existing policy, plans, or other program outcomes.
- 7.3.2 Written identification of policy needs to augment Regulations.
- 7.3.3 Written recommendations on the integration of Regulatory considerations in policy, plan, and program development.
- 7.3.4 Written technical advice or recommendations with regard to related policy.
- 7.3.5 Written information or advice for the Minister’s Special Representative on issues relating to the Regulations or related policy.
- 7.3.6 Other deliverables as specified in any resultant Call-up(s).

**7.4 OPERATIONAL ADVISORY**

- 7.4.1 Written technical advice.
- 7.4.2 Written research with regard to provincial regimes and practices, industry practices, existing IOGC policies and practices, or other related process.
- 7.4.3 Other related deliverables as specified in any resultant Call-up(s).
- 7.5 All Deliverables shall be in hard-copy, electronic, or both, as requested and as identified by the Project Authority. Any and all electronic deliverables be in a format compatible with Microsoft Office 2007.

**SW8.0 RESOURCE REQUIREMENTS**

- 8.1 The Supplier shall provide Resources in one (1) or more of the Categories below for the provision of Services related to this SOA as detailed in the Supplier’s Proposal and accepted by AANDC. Work in any resultant Call-up(s) will be related to the Resource Category(ies) in which the Resource is qualified, and may involve any items described herein.
- 8.2 Resources may be qualified in more than one (1) Category, as defined below. In each category, Resources shall be qualified to provide their expertise in the oil and gas sector.

<b>Senior Subject Matter Expert in Surface Tenure</b>	
<b>Primary Module(s):</b>	Surface Tenure
<b>Minimum Qualifications:</b>	5 or more years of experience in the area of surface tenure, or surface resource rights, including expertise in leasing rights, related to the oil and gas industry.
<b>Senior Subject Matter Expert in Royalty</b>	
<b>Primary Module(s):</b>	Royalty

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<b>Minimum Qualifications:</b>	5 or more years of experience in the area of oil and gas royalties related to the oil and gas industry.
<b>Senior Subject Matter Expert in Seismic Exploration</b>	
<b>Primary Module(s):</b>	Exploration
<b>Minimum Qualifications:</b>	5 or more years of experience in seismic exploration related to the oil and gas industry. This may include either field work, advisory work, or a combination of the two.

**SW9.0 PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

- 9.1 The Supplier shall possess or ensure the provision of content knowledge appropriate for IOGC’s Regulatory Development Project Consulting Services as described herein and in any resultant Call-up(s), and shall continuously strive to improve their methodological and practice skills.
- 9.2 In providing IOGC’s Regulatory Development Project Consulting Services as described herein, the Supplier shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:
  - 9.2.1 Efficient time management is of utmost importance to IOGC’s Regulatory Development Project Consulting Services. At the issuance of any resultant Call-up, IOGC will establish with the Supplier a schedule of milestones and reporting for the work to be completed on the basis of its congruence with the conditions of the Call-up. The Supplier shall deliver the services by the deadlines established by the Project Authority, as specified within the Call-up. Every effort shall be made by IOGC to provide the Supplier with reasonable deadlines.
  - 9.2.2 In addition to the requirement for Supplier Performance, there is an inherent Quality Assurance Standard associated with any resultant Call-up(s). The Supplier shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.
- 9.3 All deliverables rendered under any resultant Call-up(s) are subject to inspection by the IOGC Project Authority or a designated representative. The IOGC Project Authority reserves the right to verify the accuracy of all deliverables.
- 9.4 The management by the Supplier of service delivery to the IOGC in relation to any resultant Call-up(s) shall be undertaken in accordance with all applicable Acts, Codes, Departmental and/or Federal government regulations, codes and policies as well as professional standards.
- 9.5 The Supplier shall ensure that all resources deployed in the provision of services under any resultant Call-up(s), including any and all sub-Suppliers, are properly trained and qualified to fulfill their responsibilities. In addition, the Supplier shall ensure that all deployed resources are operating at all times in accordance with all applicable legislation, regulations, codes and policies.
- 9.6 It is the responsibility of the Supplier to ensure its conduct and performance is in accordance with the terms and conditions of the SOA and any resultant Call-up(s), and in accordance with the *Code of Conduct for Procurement*. It is also the responsibility of the Supplier to ensure the conduct and performance of its deployed resources are in accordance with the same.

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**SW10.0 REPORTING REQUIREMENTS**

- 10.1 It is the responsibility of the Supplier to facilitate and maintain regular communication with the IOGC Project Authority. The Supplier shall provide updates to the Project Authority biweekly, at a minimum, during any resultant Call-up(s).
- 10.2 The Supplier is to immediately notify the Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.
- 10.3 In addition to regular and *ad hoc* updates, additional reporting requirements may be indicated in any resultant Call-up(s).

**SW11.0 RISKS AND CONSTRAINTS**

- 11.1 The work under the resulting SOA and any resultant Call-up(s) must be completed within a strict timeline. The Supplier may be required to conduct work outside of normal operating hours in order to meet associated deadlines.

**SW12.0 SUPPLIER RESPONSIBILITIES**

- 12.1 In fulfilling the terms and conditions of the SOA and any resultant Call-up(s), the Supplier agrees to:
  - 12.1.1 Provide a mutually agreed-upon principal Point of Contact for the Supplier, who will be actively involved in, and responsible for, all activities undertaken;
  - 12.1.2 Provide a work plan and schedule prior to the commencement of work on any resultant call-up(s) during the Project;
  - 12.1.3 Be available for meetings or other work within IOGC's standard business hours of 8:30am to 4:30pm local time in Alberta.
  - 12.1.4 Complete assigned work according to pre-defined schedules and standards;
  - 12.1.5 Provide Quality Assurance monitoring on all deliverables;
  - 12.1.6 As requested, liaise with the IOGC Project Authority and any stakeholders identified by the IOGC Project Authority for meetings, project reviews and other related project management activities.

**SW13.0 GOVERNMENT REPRESENTATIVE AND SUPPORT**

- 13.1 As requested for the completion of work, IOGC will provide:
  - 13.1.1 Current drafting instructions, as related to any resultant Call-up(s);
  - 13.1.2 Access to IOGC's facilities, the IOGC Project Authority and/or other IOGC personnel as requested for meetings, consultations, and information for the successful completion of the Supplier's work under this Contract.
  - 13.1.3 Access to relevant documentation and reference materials to which the Supplier would not otherwise have access as requested to complete the Work;
  - 13.1.4 Review of submissions, as requested, and the provision of comments/suggested revisions, in a timely manner;

**APPENDIX "D"**  
**STATEMENT OF WORK**  
**STANDING OFFER AGREEMENT**

13.1.5 Other assistance and support as appropriate.

**SW14.0 LOCATION OF WORK AND TRAVEL**

- 14.1 It is anticipated that the majority of work will take place primarily at the Supplier's place of business, with some potential requirements for in-person meetings at IOGC's location in Tsuu T'ina, Alberta (adjacent to Calgary's western city limit).
- 14.2 Notwithstanding the above, it is anticipated that the majority of meetings will take place via teleconference.
- 14.3 The Supplier may be requested to travel for consultation with First Nations or other stakeholders within the project.
- 14.4 Prior to undertaking any travel described above, such travel must be authorized by the IOGC Project Authority, and will be reimbursed in accordance with the Government of Canada Travel Directive (see <http://www.njc-cnm.gc.ca/directive/travel-voyage/index-eng.php>).

**SW15.0 LANGUAGE OF WORK**

- 15.1 The Supplier shall ensure that all verbal and written communication with IOGC is in English, at a minimum.
- 15.2 The language of all written Deliverables shall be English, at a minimum.

**SW16.0 GREEN PROCUREMENT AND SERVICES**

- 16.1 The Supplier shall ensure, where possible, that all materiel employed and work methods utilized by both the Supplier and its deployed resources shall accommodate IOGC commitment to the GoC's Green Procurement Strategy (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

**SW17.0 CALL-UP ASSIGNMENT AND PROCEDURES**

**17.1 Call-Up Allocation Methodology**

- 17.1.1 Call-ups will be issued on a Right of First Refusal basis within the Resource Category (as defined in section 8.2) required, to the top-ranked Supplier in that Category.
- 17.1.2 In the event the top-ranked Supplier refuses the call-up, the next-ranked Supplier within the Resource Category required will be offered the call-up.

**17.2 Call-Up Procedures**

- 17.2.1 Should the Supplier be authorized to provide services under any resulting Call-up, the Supplier shall certify the following prior to accepting the Call-up:
- a) It shall maintain the confidentiality of all information, documents, and material, whether in oral, written, or machine readable form furnished by IOGC and shall not communicate such information, documents or materials to any third party without the prior consent of IOGC; and
  - b) It does not possess any real or apparent conflict of interest, and should any interest so arise over the course of the Call-up, the Supplier shall declare it immediately to the IOGC Project Authority.

**APPENDIX "D"**  
**STATEMENT OF WORK**  
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- 17.2.2 For each Call-up, the IOGC Project Authority will provide the Supplier with details of the work activities to be performed, the deliverables to be submitted within the scope of the Call-up, and the required completion date(s).
- 17.2.3 The named resource(s) within the Supplier's Call-up Proposal as accepted by IOGC shall be available to provide services under the Call-up.
- 17.2.4 The IOGC Project Authority shall negotiate with the Supplier the number of days required for a given Call-up and the total cost for the services required under the Call-up shall be established by utilizing the applicable rate(s) established within the SOA, and shall include GST/HST and any travel, to a maximum amount, as pre-authorized by the IOGC Project Authority, and in accordance with the Basis of Payment.
- 17.2.5 Upon agreement of the total cost for any given project or assignment, the Supplier will be authorized by the IOGC Contract Authority to proceed with the work by issuance of a signed Call-up document.
- 17.2.6 It is understood and agreed that the Supplier shall not commence work until authorized in writing by a signed Call-up issued by the IOGC Contract Authority or his/her delegate.

**SW18.0 COMMENCEMENT, DURATION AND AWARD**

- 18.1 The SOA will commence upon signing of the Articles of Agreement.
- 18.2 The initial SOA shall be valid for two (2) years with three (3) optional extension periods of one (1) year each at IOGC's exclusive option.

**SW19.0 SUPPLIER'S PROPOSAL**

- 19.1 The Supplier's proposal dated \_\_\_\_\_, insofar as it is not in variance with anything contained herein, shall apply to and form part of this Agreement.

## **APPENDIX "E"**

### **INTELLECTUAL PROPERTY**

#### **Canada to Own Intellectual Property Rights in Foreground Information**

- 01 Interpretation
- 02 Disclosure of Foreground Information
- 03 Canada to Own Intellectual Property Rights in Foreground Information
- 04 License to Intellectual Property Rights in Background Information
- 05 Right to License
- 06 Access to Information; Exception to Contractor Rights
- 07 Waiver of Moral Rights
- 08 License to Intellectual Property Rights in Foreground Information
- 09 No Right for Contractor to Sub-license

#### **01 INTERPRETATION**

1. In the Contract,

"Background Information" means all Technical Information that is not Foreground Information and that is proprietary to or the confidential information of the Contractor, its Subcontractors or any other supplier of the Contractor;

"Firmware" means any computer program stored in integrated circuits, read-only memory or other similar devices;

"Foreground Information" means any Invention first conceived, developed or reduced to practice as part of the Work under the Contract and all other Technical Information conceived, developed or produced as part of the Work under the Contract;

"Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (such as that governing patents, copyright, industrial design, integrated circuit topography, or plant breeders' rights) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable;

"Software" means any computer program whether in source or object code (including Firmware), any computer program documentation recorded in any form or medium, and any computer database, and includes modifications to any of the foregoing;

"Technical Information" means all information of a scientific, technical or artistic nature relating to the Work, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, processes, techniques, know-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, collections of information, manuals and any other documents, and Software. Technical Information does not include data concerned with the administration of the Contract by Canada or the Contractor, such as internal financial or management information, unless it is a deliverable under the Contract.

#### **02 DISCLOSURE OF FOREGROUND INFORMATION**

1. The Contractor shall promptly report and fully disclose to the Minister all Foreground Information that could be Inventions, and shall report and fully disclose to the Minister all other Foreground Information not later than the time of completion of the Work or such earlier time as the Minister or the Contract may require.
2. Before and after final payment to the Contractor, the Minister shall have the right to examine all records and supporting data of the Contractor which the Minister reasonably deems pertinent to the identification of Foreground Information.

**APPENDIX "E"**  
**INTELLECTUAL PROPERTY**

**03 CANADA TO OWN INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Without affecting any Intellectual Property Rights or interests therein that have come into being prior to the Contract, all Intellectual Property Rights in the Foreground Information shall immediately, as soon as they come into existence, vest in and remain the property of Canada. The Contractor shall have no right in or to any such Intellectual Property Rights in the Foreground Information except any right that may be granted in writing by Canada.
2. The Contractor shall incorporate the copyright symbol and either of the following copyright notices, as appropriate, into all Foreground Information that is subject to copyright, regardless of the form in or medium upon which it is recorded:

© HER MAJESTY THE QUEEN IN RIGHT OF CANADA (year)

or

© SA MAJESTÉ LA REINE DU CHEF DU CANADA (année)

3. (i) For greater certainty, the Contractor agrees that where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada or personal information referred to in paragraph (ii), then the Contractor shall not use or disclose any such information or data or personal information for any purpose other than completing the Work under the Contract. The Contractor shall not dispose of such information or data or personal information except by returning it to Canada. The Contractor shall comply with the General Conditions of the Contract in regard to maintaining the confidentiality of such information, data, or personal information. Unless the Contract otherwise expressly provides, the Contractor shall deliver to Canada all such information, data, or personal information, together with every copy, draft, working paper and note thereof that contains such information, data, or personal information upon completion or termination of the Contract or at such earlier time as the Minister may require.
- (ii) For greater certainty and without limiting sub-section 03(1), if the Work under the Contract involves the collection of personal information as that term is defined in the *Privacy Act* (R.S.C., c. P-21), then all Intellectual Property Rights in and title to that personal information shall, immediately upon the collection of it by the Contractor, vest in Canada, and the Contractor shall have no right or interest in it.
4. The Contractor shall execute such conveyances or other documents relating to the Intellectual Property Rights in the Foreground Information as the Minister may require, and the Contractor shall, at Canada's expense, afford the Minister all reasonable assistance in the preparation of applications and in the prosecution of any applications for registration of any Intellectual Property Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.

**04 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN BACKGROUND INFORMATION**

1. The Contractor hereby grants to Canada a non-exclusive, perpetual, irrevocable, world-wide, fully-paid and royalty-free license to exercise such of the Intellectual Property Rights in any Background Information incorporated into the Work or necessary for the performance of the Work as may be required in order for Canada to exercise its license in the Intellectual Property Rights in the Foreground Information. The Contractor agrees to make any such Background Information (including, in the case of Software, source code) promptly available to Canada for any such purpose.
2. The Contractor acknowledges that Canada may wish to award contracts for any of the purposes contemplated in subsection 1 and that such contract awards may follow a competitive process. The Contractor agrees that Canada's license in relation to the Intellectual Property Rights in Background Information includes the right to disclose the Background Information to bidders for such contracts, and to sub-license or otherwise authorize the use of that information by any contractor engaged by Canada solely for the purpose of carrying out such a contract. Canada shall require bidders and the contractor not to use or disclose any Background Information except as may be necessary to bid for or to carry out that contract.

## **APPENDIX "E"**

### **INTELLECTUAL PROPERTY**

3. Where the Intellectual Property Rights in any Background Information are owned by a Subcontractor at any tier, the Contractor shall either obtain a license from that Subcontractor that permits compliance with subsections 1 and 2 or arrange for the Subcontractor to convey directly to Canada the same rights by execution of the form provided for that purpose by the Minister, in which case the Contractor shall deliver that form to the Minister, duly completed and executed by the Subcontractor, no later than the time of disclosure to Canada of that Background Information.
4. Notwithstanding subsection 1, the license set out therein shall not apply to any Software that is subject to detailed license conditions that are set out elsewhere in the Contract.

#### **05 RIGHT TO LICENSE**

1. The Contractor represents and warrants that the Contractor has, or the Contractor undertakes to obtain, the right to grant to Canada the license to exercise the Intellectual Property Rights in the Background Information as required by the Contract.

#### **06 ACCESS TO INFORMATION; EXCEPTION TO CONTRACTOR RIGHTS**

1. Subject to the *Access to Information Act*, R.S.C., c. A-1 and to any right of Canada under the Contract, Canada shall not release or disclose outside the Government of Canada any Background Information delivered to Canada under the Contract that is confidential information or a trade secret of the Contractor or a Subcontractor.
2. Nothing in these terms and conditions shall be construed as limiting Canada's right to exercise the Intellectual Property Rights in any Background Information, or to disclose any Background Information, to the extent that such information:
  - (a) is or becomes in the public domain, or to the extent that the Contractor does not benefit from or ceases to benefit from any intellectual property rights protection for such information under legislation or at law (other than under the terms of the Contract), for any reason including as a result of Canada's use or disclosure of deliverables under the Contract for any purpose whatever that is not expressly excluded under the Contract;
  - (b) is or becomes known to Canada from a source other than the Contractor, except from any source that is known to Canada to be under an obligation to the Contractor not to disclose the information;
  - (c) is independently developed by or for Canada; or
  - (d) is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

#### **07 WAIVER OF MORAL RIGHTS**

1. The Contractor shall provide to Canada, at the completion of the Work or at such other time as the Minister may require, a written permanent waiver of moral rights (as that term is defined in the *Copyright Act*, R.S.C., c. C-42), in a form acceptable to the Minister, from every author that contributed to any Foreground Information which is subject to copyright protection and which is deliverable to Canada under the terms of the Contract.
2. If the Contractor is an author of the Foreground Information referred to in subsection 1, the Contractor hereby permanently waives the Contractor's moral rights in that Foreground Information.

**APPENDIX "E"**  
**INTELLECTUAL PROPERTY**

**08 LICENSE TO INTELLECTUAL PROPERTY RIGHTS IN FOREGROUND INFORMATION**

1. Subject to subsection 2, if the Contractor wishes to make use of the Foreground Information for purposes of its commercial exploitation or further development, then the Contractor may make a written request for a license to the Minister. Such a request should be made within thirty (30) working days following completion of the Work. The Contractor shall give the Minister an explanation as to why such a license is required. The Minister shall respond in writing to any request for such a license within a reasonable period of time. If the request is refused the response shall provide an explanation for the refusal. Should the Minister agree to grant such a license, it shall be on terms and conditions to be negotiated between the Contractor and the Minister. It is understood that those terms may include payment of compensation to Canada.
2. Where the Work under the Contract involves the preparation of a database or other compilation using information or data supplied by Canada, or personal information (as this term is defined in the *Privacy Act* (R.S.C., c. P-21)) collected by the Contractor as part of the Work, then the license referred to in subsection 1 shall be restricted to the Intellectual Property Rights in Foreground Information that are capable of being exploited without the use of such information or data or such personal information.

**09 NO RIGHT FOR CONTRACTOR TO SUB-LICENSE**

1. The Contractor shall not have the right to sub-license or otherwise authorize any party to exercise any of the Intellectual Property Rights in the Foreground Information.

## APPENDIX "F" TRAVEL EXPENSE INFORMATION

1. The following are the maximum rates allowed in the current issue of the Treasury Board Travel Directive and in accordance with the Special Travel Authorities of Treasury Board. As some rates are subject to change every January 1st, April 1st, July 1st and October 1st of each year, it is the Contractor's responsibility to ensure that the travel rates applied to the period being invoiced are in accordance with the TB Travel Directive, *Rates and Allowances*, Appendix B and C as published on the National Joint Council website <http://www.njc-cnm.gc.ca/doc.php?sid=3&lang=eng>.

Air Travel            The standard for air travel is economy class only. Under no circumstances will the Department defray the cost of business class travel by a Contractor. The Department may limit the reimbursement of the air travel portion when the lowest appropriate rate is not obtained.

Rail Travel            The standard for rail travel is the next higher class after the full economy class.

Taxis                    Receipts are only required to justify individual taxi fares in excess of ten dollars (\$10.00), taxes included.

Rental Vehicles        The standard for rental vehicles is mid size. Rental vehicles beyond the standard shall be authorized based upon factors such as, but not limited to, safety, the needs of the traveller and the bulk or weight of goods transported.

Rental vehicles are only to be used in instances where the Contractor has received prior authorization from the Departmental Representative identified in the Contract after having demonstrated, in writing to the Departmental Representative that the use of such vehicles is cost-effective in relation to commercial transportation.

Contractors must consult the PWGSC Car Rental Directory available at <http://rehelv-acrd.tpsgc-pwgsc.gc.ca/index-eng.aspx> and, where feasible, utilize those Rental Companies that have agreed to extend their government rates to cost reimbursable Contractors working under Contract and traveling on official government business as identified in the Directory under Services Offered. A letter which confirms that the Contractor is on travel status on behalf of the government and specifies the duration of the Contract and the destination shall be provided to the Contractor by the Departmental Representative for the purpose of acquiring government rates from Rental Companies.

Collision damage waiver coverage is required for the entire period that a vehicle is rented. Contractors will not be reimbursed for insurance coverage premiums. Contractors who intend to carry passengers are advised to confirm with their insurance agent that they are adequately insured.

Contractors shall be reimbursed the daily vehicle rental fee (excluding any insurance coverage premiums) and the actual costs of parking the rental vehicle upon submission of actual receipts.

Private Motor  
Vehicles

Privately-owned vehicles are only to be used in instances where the use of a privately-owned vehicle is cost-effective in relation to commercial transportation, and, upon prior authorization of the Departmental Representative identified in the contract.

Insurance premiums related to the use of privately-owned vehicles are the responsibility of the Contractor. Contractors may request reimbursement of parking through the submission of receipts.

**APPENDIX "F"**  
**TRAVEL EXPENSE INFORMATION**

The following kilometric rates (**taxes included**) are applicable effective April 1, 2014:

<b>Cents/km (Taxes Included)</b>			
<i>British Columbia</i>	<i>48.0</i>	<i>New Brunswick</i>	<i>50.5</i>
<i>Alberta</i>	<i>44.0</i>	<i>Prince Edward Island</i>	<i>50.5</i>
<i>Saskatchewan</i>	<i>45.5</i>	<i>Newfoundland</i>	<i>53.0</i>
<i>Manitoba</i>	<i>47.0</i>	<i>Yukon</i>	<i>62.5</i>
<i>Ontario</i>	<i>57.0</i>	<i>Northwest Territories</i>	<i>63.0</i>
<i>Quebec</i>	<i>51.5</i>	<i>Nunavut</i>	<i>61.0</i>
<i>Nova Scotia</i>	<i>51.0</i>		

Hotels Contractors are expected to use moderately priced hotels. Only partial reimbursement of actual costs may be made by the Department should claims be for unreasonably high-priced accommodation.

Private Non-Commercial Accommodations Should a Contractor stay with friends or relatives the private non-commercial accommodation rate of \$50.00/overnight stay GST/HST inclusive is reimbursed.

Meals The following rates (**taxes included**) are applicable during the period of April 1, 2014 to September 30, 2014:

	<u>All Provinces</u>	<u>Yukon &amp; Alaska</u>	<u>NWT</u>	<u>Nunavut</u>
<i>Breakfast:</i>	\$15.95	\$15.85	\$22.20	\$21.50
<i>Lunch:</i>	\$15.25	\$19.20	\$23.75	\$31.65
<i>Dinner:</i>	\$42.45	\$50.85	\$54.10	\$70.55

Incidental Expenses The Contractor may claim seventeen dollars and thirty cents (\$17.30) GST/HST inclusive for each day of stay in commercial or private non-commercial accommodations.

**2. Receipt Requirements**

Only original receipts will be accepted from Contractors; photocopies of hotel bills, air/train tickets, taxi receipts, etc. are not claimable.

Receipts are required for the following:

1. *Air or ground transportation e.g. train, bus, car rental, parking costs, etc..*
2. *Taxis in excess of \$10.00.*
3. *Hotel accommodation*

**APPENDIX “G”**  
**SECURITY REQUIREMENT CHECK LIST**

*(Attached as a PDF)*



Government of Canada  
Gouvernement du Canada

RECEIVED

MAR 10 2014

Contract Number / Numéro du contrat

40-14-0001

Security Classification / Classification de sécurité  
UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)**  
**LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine  
Aboriginal Affairs and Northern Development Canada  
2. Branch or Directorate / Direction générale ou Direction  
Indian Oil and Gas Canada

3. a) Subcontract Number / Numéro du contrat de sous-traitance  
3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant

4. Brief Description of Work / Brève description du travail  
IOGC Regulator development project consulting services.

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées?  
 No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  
 No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
(Specify the level of access using the chart in Question 7. c) / (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  
 No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  
 No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  
 No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input checked="" type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
--	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



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Security Classification / Classification de sécurité UNCLASSIFIED

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITÉ	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMBLEMES			

Special comments:  
Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui



Contract Number / Numéro du contrat 40-14-0001
Security Classification / Classification de sécurité UNCLASSIFIED

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production		✓														
IT Media / Support TI / IT Link / Lien électronique		✓														

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED? / La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification". / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED? / La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments). / Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat  
**40-14-0001**  
 Security Classification / Classification de sécurité

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) – Nom (en lettres moulées) Dan Stojanowski		Title - Titre A/Manager, Policy	Signature <i>Dan Stojanowski</i>
Telephone No. – N° de téléphone 403.292.5654	Facsimile No. - N° de télécopieur 403.292.5618	E-mail address – Adresse courriel Dan.stojanowski@aadnc- aadnc.gc.ca	Date FEB 27 2014
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) – Nom (en lettres moulées) Guilbault, Josée josée.guilbault@afnc.inac.gc.ca		Title - Titre Head Personal Security Contractor and Awareness	Signature <i>Josée Guilbault</i>
Telephone No. – N° de téléphone 613-994-8774	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel	Date 2014-03-10
<b>15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?</b> Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			
			<input type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) – Nom (en lettres moulées)		Title - Titre Anton Kyrlyuk Contracts & Procurement Officer	Signature <i>Anton Kyrlyuk</i>
Telephone No. – N° de téléphone 403.292.5177	Facsimile No. - N° de télécopieur 403.292.5618	E-mail address – Adresse courriel anton.kyrlyuk@aadnc.gc.ca	Date FEB 27 2014
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) – Nom (en lettres moulées)		Title - Titre	Signature <i>Nancy Cryan</i>
Telephone No. – N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address – Adresse courriel	Date 2014-03-13

**Nancy Cryan**  
 Agente à la Sécurité des contrats  
 Contract Security Officer  
 nancy.cryan@tpsgc-pwgsc.gc.ca  
 Telephone: 613-957-1018

Security Classification / Classification de sécurité

**APPENDIX “H”**  
**ABORIGINAL AFFAIRS AND NORTHERN DEVELOPMENT CANADA**  
**IT SECURITY SAFEGUARD REQUIREMENTS**

*(Attached as a PDF)*



# Aboriginal Affairs and Northern Development Canada

## IT Security Safeguard Requirements

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Contractor Name	<b>RFP</b>
Contract Number	<b>40-14-0001</b>
Document Number:	<b>6156612</b>
Date:	<b>March 07, 2014</b>
Designation / Classification	<b>Unclassified</b>

**Overview**

As per the Security Requirement Checklist (SRCL) for contract # 40-14-0001, the contractor will access, store and transmit up to **Protected B** data. It is the contractor's responsibility to ensure that this information remains secure at all times by complying with the Treasury Board's Policy on Government Security (PGS), the Treasury Board's Management of Information Technology Security Standard (MITS) and the Aboriginal Affairs and Northern Development Canada's (AANDC) Electronic Storage and Transmission standards listed below.

Public Works and Government Services Canada (PWGSC) may perform a site inspection to confirm and certify that the contractor meets these requirements. Items of non-compliance will be noted and communicated to AANDC for immediate action.

The contractor was provided with a copy of the IT Security Requirement Safeguards and is therefore aware of these requirements as well as his or her responsibility to:

- Comply with these requirements;
- Immediately report the loss or theft of any media devices containing AANDC data to AANDC's Departmental Security Officer
- Notify AANDC's Departmental Security Officer regarding any security breach or suspected security breach which could impact AANDC data; and
- Inform all staff who will be handling AANDC data of these requirements.

**Failure to comply with these requirements is a breach of contractual obligations and may result in contract termination**

## **Electronic Storage of Departmental Data**

When there is a requirement to store or transport departmental data outside of AANDC premises or off AANDC's internal network, the contractor must ensure that the data remains secure at all times by adhering to the following requirements:

### **Protected "A"**

- Computing devices used to process AANDC data are equipped with up to date Anti-Virus which is configured to automatically receive and install product updates.
- Computing devices used to process departmental data must be equipped with up to date software and Operating System versions, and configured to automatically receive and install updates.
- Computing devices are protected by a firewall (be it a network perimeter firewall appliance or host based firewall application installed on the computer).
- The contractor has the means to securely dispose of electronic data in accordance with CSEC standards. (<http://www.cse-cst.gc.ca/its-sti/publications/itsg-csti/itsg06-eng.html>).

### **Protected "B"**

Protected A safeguards listed above plus the following:

- When carrying Protected B data outside of the contractors premises, data must be stored on a FIPS 140-2 or above (ex: FIPS 140-3) certified removable media device, encrypted with AES 128, 192 or 256 bit algorithm and not be copied to a device which does not meet these requirements. <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
- While on contractor premises, portable media devices containing sensitive information are to be physically stored within an appropriate security container in accordance with the highest level of sensitivity stored on the device when not in use. Such a security container must be present on the contractor's premises (Pro B = Padlock security Container / Pro C = (Integrated Dial Lock security container).

## Electronic Transmission of Departmental Data

The section provides the accepted methods in which data can be exchanged between AANDC and the contractor based on the level of sensitivity of the information. The contractor may use a combination of these transmission methods in order to share information with AANDC. The use of transmission methods other than those listed below is prohibited.

Classification Level	AANDC Approved Transmission Methods	Requirements (PWGSC to verify if contractor meets these requirements)
Protected A	Email	<ul style="list-style-type: none"> <li>• Each user has their own corporate e-mail account which is protected with a username and password.</li> <li>• The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)</li> </ul>
	Fax	<p>Contractor can transmit Protected A Data to AANDC via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"> <li>• The sending fax machines is located on the contractor's premises</li> <li>• The sender contacts the recipient to confirm fax number and advise recipient of incoming fax</li> <li>• Recipient is present at the fax machine ready to receive fax</li> <li>• Sender obtains confirmation from sender of receipt</li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values.</li> <li>▪ The network name (SSID) has been changed from its default value.</li> <li>▪ WPA2 encryption with an AES algorithm enabled.</li> </ul>
Protected B	Entrust Encrypted and Digitally Signed E-mail	<p>In order to transmit Protected B data via e-mail, the data must be encrypted using a GOC PKI certificate and Entrust Software.</p> <ul style="list-style-type: none"> <li>• Contractor has a valid GOC PKI Certificate.</li> <li>• Entrust Software is installed on the contractor's PC/laptop.</li> <li>• E-mail is encrypted with one of the following encryption algorithms: <ul style="list-style-type: none"> <li>▪ CAST5-128 Bit</li> <li>▪ 3DES-168 Bit</li> </ul> </li> </ul>

		<ul style="list-style-type: none"> <li>▪ AES-128 Bit</li> <li>▪ AES-192 Bit</li> <li>▪ AES-256 Bit</li> </ul> <ul style="list-style-type: none"> <li>• One of the following algorithms is used to digitally sign E-mails: <ul style="list-style-type: none"> <li>▪ RSA (Rivest, Shamir, Adleman)</li> <li>▪ DSA (Digital Signature Algorithm)</li> <li>▪ ECDSA (Elliptic Curve Digital Signature Algorithm)</li> </ul> </li> <li>• One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> <li>• SHA-1 (not valid after 2013)</li> <li>• SHA-224</li> <li>• SHA-256</li> <li>• SHA-384</li> <li>• SHA-512</li> </ul> </li> </ul>
	Wireless Communications	<p>If a wireless access point is installed on the contractor's premises, and devices processing AANDC data will be connected to this network, the wireless infrastructure must at a minimum include the following safeguards:</p> <ul style="list-style-type: none"> <li>▪ The administrator user name and password must be changed from their default values.</li> <li>▪ The network name (SSID) has been changed from its default value.</li> <li>▪ WPA2 encryption with an AES algorithm enabled.</li> </ul>
	AANDC Secure File Exchange	<ul style="list-style-type: none"> <li>• A personally identifiable unique username and password is assigned to the user by AANDC</li> <li>• The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (<a href="https://efse-sfee.aandc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html">https://efse-sfee.aandc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html</a>)</li> </ul>
	AANDC Collaboration Service	A personally identifiable unique username and password is assigned to each user by AANDC.

	Fax	<p>Contractor can transmit Protected B Data to AANDC via fax so long as the following requirements are met:</p> <ul style="list-style-type: none"><li>• The sending fax machines is located on the contractor's premises</li><li>• The sender contacts the recipient to confirm fax number and advises recipient of incoming fax</li><li>• Recipient is present at the fax machine ready to receive fax</li><li>• Sender obtains confirmation from sender of receipt</li></ul>
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