



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION / SOUSSION**

**RETURN BIDS TO:
RETOURNER LES SOUSSIONS À :**

Bids must be submitted by email and must be submitted ONLY to the following email address:

Les soumissions doivent être présentées par courriel et UNIQUEMENT à l'adresse suivante :

soumission.bid@aadnc-aandc.gc.ca

**REQUEST FOR PROPOSALS
DEMANDE DE PROPOSITION**

Proposal to DIAND:

We hereby offer to sell to Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux MAINC:

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

Bidder - Soumissionnaire
Name - Raison sociale
Address - Adresse
Telephone Number - Numéro de téléphone
GST/HST Number - Numéro de la TPS/TVH
QST Number - Numéro de la TVQ

Title - Titre Royalty Related Audit Services - Oil and Gas Royalties	
Solicitation Number - Numéro de l'invitation 80-14-0008	
Date (YYYYMMDD) - Date (AAAAMMJJ) 2014/07/11	
Solicitation Closes - L'invitatin prend fin At - À 2:00 PM On (YYYYMMDD) - Le (AAAAMMJJ) 2014/08/20	Time Zone - Fuseau horaire MDT
Contracting Authority - L'autorité contractante Name - Nom Cathy Garbo	
Telephone Number - Numéro de téléphone 403-292-5097	
Facsimile Number - Numéro de télécopieur 403-292-5618	
Email Address - Courriel cathy.garbo@aadnc-aandc.gc.ca	
Destination(s) of Services - Destination(s) des services Calgary Alberta	
Instructions: See Herein - Voir aux présentes	
Delivery Required - Livraison exigée See Herein - Voir aux présentes	
Person Authorized to sign on behalf of Bidder Personne autorisée à signer au nom du soumissionnaire Name - Nom	
Title - Titre	

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1. Security Requirement

1. Before award of a contract, the following conditions must be met:
 - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
 - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
 - (d) the Bidder's proposed location of work performance or document safeguarding must meet the security requirement as indicated in Part 6 - Resulting Contract Clauses;
 - (e) the Bidder must provide the address(es) of proposed location(s) of work performance or document safeguarding as indicated in Part 3 - Section IV Additional Information.
2. Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful Bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.
3. For additional information on security requirements, Bidders should refer to the Canadian Industrial Security Directorate (CISD), Industrial Program of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

2. Statement of Work

The Work to be performed is detailed at Annex "A ".

3. Greening Government Operations

In April 2006, the Government of Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. The environmental impact assessment of a product and/or service considers the whole life cycle of the product and/or service. Department of Indian Affairs and Northern Development (DIAND) procurements will be including more

demanding environmental criteria to encourage product/service suppliers to improve their operations to reduce their negative impact on the environment.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders must make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person as determined by Canada.

5. Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise concerns regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. Additional information on the services of the OPO is available at www.opo-boa.gc.ca.

6. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND);
- b) Section 03 is amended as follows:

Delete: "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16"
- c) Section 05, Subsection 2, is amended as follows and renumbered accordingly: :

Delete: d. "send its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified on page 1 of the bid solicitation or to the address specified in the bid solicitation. The

facsimile number and related instructions for bids transmitted by facsimile are provided in section 08”;

Insert: d. send its bid only to the Bid Receiving Address specified on page 1 of the bid solicitation;

Delete: e. “ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid”

d) Section 05, Subsection 4 is amended as follows:

Delete: sixty (60) days

Insert: one hundred and eighty (180) days

e) Section 08 is amended as follows:

Delete: Subsections 1 - 3

Insert: Due to the nature of the bid solicitation, bids transmitted by facsimile to DIAND will not be accepted.

f) Section 12, Subsection 1 is amended as follows and renumbered accordingly:

Delete:

a. “the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;

b. an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform”;

g) Section 17, Subsection 1 c) is revised as follows:

c) the name of the representative of the joint venture who will be named as the Lead Member in any resulting contract, i.e. the member chosen by the other members to act on their behalf, if applicable;

h) Section 17, Subsection 3 is amended as follows:

Delete: “The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.”

Insert: "The bid must be signed by all the members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract."

- i) Section 20, is amended as follows:

Delete: Subsection 2.

2. Submission of Bids

- 2.1** Bids (and any amendments thereto) must be submitted only by Email to the Department of Indian Affairs and Northern Development (DIAND) Bid Receiving Address by the date and time indicated on page 1 of the bid solicitation. DIAND will not assume responsibility for bids (and any amendments thereto) directed to any other locations. Bids submitted by any other means will not be accepted.

- 2.2** The total size of the Email, including all attachments, must not exceed 15 megabytes (MB). It is solely the Bidder's responsibility to ensure that the total size of the Email does not exceed this limit.

It is important to note that Email systems can experience systematic delays and, at times, large attachments may cause systems to hold or delay transmission of Emails. It is solely the Bidder's responsibility to ensure that the Contracting Authority receives a bid on time, in the mailbox that has been identified for bid receipt purposes. Date stamps for this form of transmission are not acceptable.

2.3 Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date:
- Bidder's Name and Address
- *"Tender Documents Attached"*

2.4 Email Submissions

Email Submissions

In the Email containing their proposal, Bidders must clearly identify the RFP number in the Subject Line and must clearly identify the following in the body of the Email:

- Contracting Authority
- Closing Date:
- Bidder's Name and Address
- *"Tender Documents Attached"*

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on

contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

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

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

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

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

Former Public Servant in Receipt of a Pension

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

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

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

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in

accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

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

If so, the Bidder must provide the following information:

- a. * name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Security Requirements

1. Pursuant to the Policy Government Security, the nature of the services to be provided under this Supply Arrangement 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 B** 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 Annex C); 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:

CERTIFICATION	
<p>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 Reliability Status agree to be sponsored by the Department to obtain the required Security Screening prior to providing services under any resulting contract.</p>	
<p>_____</p> <p>Name of Duly Authorized Representative</p> <p>(Print)</p>	<p>_____</p> <p>Signature of Duly Authorized Representative</p>
<p>_____</p> <p>Title</p>	<p>_____</p> <p>Date</p>

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid as separate attachments to their Email as follows:

Attachment I: Technical Bid in PDF format

Attachment II: Financial Bid in PDF format

Attachment III: Certifications

Attachment IV: Additional Information

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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

Section II: Financial Bid

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

PRICING SCHEDULE

- 1.0 The Bidder must complete this pricing schedule and include it in its financial bid.
- 2.0 The area of service delivery is the Calgary Metropolitan area; the majority of Work will be conducted at oil and gas companies based in Calgary, Alberta and at the successful Bidder's place of business. Work may occur at locations outside of the Calgary Metropolitan area when requested by Canada. Travel is by exception and must be authorized in advance by the Project Authority.
- 3.0 The price/rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:
 - a. work described in Part 7, Resulting Contract Clauses, of the bid solicitation required to be performed 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;
 - b. travel between the successful bidder's place of business and the Calgary Metropolitan area; and
 - c. the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

- 4 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.

		QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)	Volumetric Data (estimated Level of Effort)	Total (in Cdn \$)
		A	B	C= A x B
1	Contract Period 1 – from contract award to March 31, 2016			
1a	Partner/Managing Director		10 days	
1b	Auditor		40 days	
1c	Accountant		130 days	
	Total Contract Period 1:			
2	Contract Period 2 – from April 1, 2016 to March 31, 2017			
2a	Partner/Managing Director		10 days	
2b	Auditor		40 days	
2c	Audit Technician		130 days	
	Total Contract Period 2:			
3	Contract Period 3 – from April 1 2017 to March 31, 2018			
3a	Partner/Managing Director		10 days	
3b	Auditor		40 days	
3c	Audit Technician		130 days	
	Total Contract Period 3:			
4	Optional Period 1 – April 1, 2018 to March 31, 2019			
4a	Partner/Managing Director		10 days	
4b	Auditor		40 days	
4c	Audit Technician		130 days	
	Total Optional Period 1:			
5	Optional Period 2 – April 1, 2019 to March 31, 2020			
5a	Partner/Managing Director		10 days	
5b	Auditor		40 days	
5c	Audit Technician		130 days	
	Total Optional Period 2:			
	Evaluated Price (GST/HST excluded):			\$ _____
	(i.e., sum of: Total Contract Period + Total Optional Periods)			
GST	Insert GST amount, as applicable:			GST:

If required in the Statement of Work, Annex A, for work outside the Calgary Metropolitan Area, estimated Travel and Living Expenses:

.....\$15,000.00

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1.1 Bidder's Proposed Site or Premises Requiring Safeguard Measures

As indicated in Part 1 under Security Requirement, the Bidder must provide the required information below, on the Bidder's proposed site or premises for which safeguard measures are required for Work Performance.

Address:

Street Number / Street Name, Unit / Suite / Apartment Number

City, Province, Territory / State

Postal Code / Zip Code

Country

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The Mandatory Criteria listed at Annex F will be evaluated on a simple Pass/Fail (i.e. responsive/non-responsive (compliant/non-compliant) basis. Bidders who fail to meet one of the Mandatory Criteria will be deemed non-responsive and given no further consideration.

Bids must demonstrate compliance with all of the Mandatory Requirements and must provide the necessary documentation to support compliance.

1.1.2 Point Rated Technical Criteria

Proposals meeting all mandatory technical criteria will be evaluated and point rated against the point rated technical criteria at Annex F, using the evaluation factors and weighting indicators specified for each criterion.

1.2 Financial Evaluation

A minimum score of 75% must be achieved in the evaluation of point rated technical criteria R1 – R10 in order for the proposal to be considered for financial evaluation. Proposals that fail to meet the minimum required score will be deemed non-responsive and given no further consideration.

2. Basis of Selection - Highest Combined Rating of Technical Merit (60%) & Price (40%)

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of 176.25 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 235 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
3. The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 40$. P_i is the evaluated price (P) of each responsive bid (i).
4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): $TMS_i = OS_i \times 60$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Annex F, determined as follows: total number of points obtained / maximum number of points available.
5. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = PS_i + TMS_i$.
6. The responsive bids will be ranked in descending order of combined rating of technical merit and price; the responsive bid with the highest combined rating of technical merit and price being ranked first. Of the highest ranked responsive bids in descending order of combined rating of technical merit and price, up to two (2) will be recommended for issuance of a Standing Offer. In the event two or more responsive bids have the same highest combined rating of technical merit and price, these bids will be ranked in descending order of the overall scores obtained for all of the point rated technical criteria detailed in Annex F; the responsive bid obtaining the highest overall score being ranked the highest.
7. The table below illustrates an example where the selection of the contractor is determined by a 60/40 ratio of the technical merit and price, respectively.

Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%)			
Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Technical Score	76	82	88
Bid Evaluated Price	C\$50,000	C\$55,000	C\$60,000
Calculations	Technical Merit Points	Price Points	Total Score
Bidder 1	$76 / 100 \times 60 = 45.6$	$50,000^* / 50,000 \times 40 = 40.00$	85.60
Bidder 2	$82 / 100 \times 60 = 49.2$	$50,000^* / 55,000 \times 40 = 36.36$	85.56
Bidder 3	$88 / 100 \times 60 = 52.8$	$50,000^* / 60,000 \times 40 = 33.33$	86.13

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

2. Additional Certifications Precedent to Contract Award

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

2.1 Status and Availability of Resources

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

Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

2.1 Education and Experience

SACC Manual clause A3010T (2010-08-16) Education and Experience

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of the contract:

1. Security Requirement

- 1.1 The following security requirement (SRCL and related clauses) applies and forms part of the Contract:

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE #80-14-0008

1. **The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, 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.**
2. **The Contractor/Offeror 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).**
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).**
4. **Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.**
5. **The Contractor/Offeror must comply with the provisions of the:**
 - (a) **Security Requirements Check List and security guide (if applicable), attached at Annex _____;**
 - (b) **Industrial Security Manual (Latest Edition)**

1.2 Contractor's Site or Premises Requiring Safeguard Measures

The Contractor must diligently maintain up-to-date, the information related to the Contractor's site or premises, where safeguard measures are required in the performance of the Work, for the following addresses:

Address:
Street Number / Street Name, Unit / Suite / Apartment Number
City, Province, Territory / State
Postal Code / Zip Code
Country

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

3. Standard Clauses and Conditions

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

3.1 General Conditions

2010B (2014-06-26) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with the following adaptations:

- a) References to Public Works and Government Services Canada (PWGSC) are replaced by the Department of Indian Affairs and Northern Development (DIAND); and
- b) "Pursuant to the *Department of Public Works and Government Services Act* (S.C. 1996, c.16," is deleted from the text under Section 2 – Standard Clauses and Conditions.
- c) Section 10, Subsection 1 is amended as follows:

Delete: "Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

Insert: "Invoices must be submitted by Email to the Project Authority in the Contractor's name. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery".

- d) Section 10, Subsection 2 , paragraph a. is amended as follows:

Delete: "the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s)".

Insert: "the contract title and number, the date, Procurement Business Number (PBN), deliverable/description of the Work, evidence of actual costs (cost reimbursable elements) and timesheets (if payment is based on hourly or per diem rates).

3.2 Supplemental General Conditions

3.2.1 Indemnification

The Contractor must indemnify and save harmless Canada from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable to the activities of the Contractor under this Contract.

- 3.2.2** 4007 (2010-08-16) Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information applies to and forms part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of contract award to March 31, 2018 inclusive.

4.2 Option to Extend the Contract

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

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

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cathy Garbo
Title: Manager, Contracts and Administration
Department of Indian Affairs and Northern Development
Directorate: Materiel and Assets Management Directorate
Address: Suite 100, 9911 Chiila Blvd
Tsuu T'ina (Sarcee), AB T2W 6H6

Telephone: 403-292-5097
Facsimile: 403-292-5618
E-mail address: cathy.garbo@aandc-aadnc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

Name: _____
Title: _____
Department of Indian Affairs and Northern Development
Directorate: _____
Address: _____

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

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

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a *Public Service Superannuation Act* (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Minimum Work Guarantee - All the Work - Task Authorizations

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means 50% of the Maximum Contract Value.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

7.2 Basis of Payment – Limitation of Expenditure – Task Authorizations

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

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

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

7.3 Limitation of Expenditure – Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ _TBD_. Customs duties are included and Applicable Taxes are extra.

2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions,whichever comes first.
4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.4 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada; and
- c. the Work performed has been accepted by Canada.

Invoices must be submitted by Email to the Project Authority in the Contractor's name.

7.5 Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the *National Joint Council Travel Directive* and with the other provisions of the directive referring to "travelers", rather than those referring to "employees".

All travel must have the prior authorization of the Project Authority.

All payments are subject to government audit.

Estimated Cost: \$ 15,000.

7.6 Travel Time

Rates are inclusive of any time spent traveling from the Contractor's work location to a specific pre-authorized work assignment that is 100 kilometers or less.

Time spent by a Contractor traveling to and from specific pre-authorized work assignments where the distance is more than 100 kilometers from the Contractor's work location may be billed at 50% of the Contractor's per diem or hourly rate.

Where the time traveled is more or less than a day, per diem rates will be converted to hourly rates based on a 7.5 day when calculating reimbursement costs.

7.7 Electronic Payment

Canada is phasing out cheques in favour of direct deposit by April 1, 2016. Therefore, all Canadians and Canadian businesses are encouraged to register for direct deposit as soon as possible to not miss the deadline. The electronic transfer allows Canada's payments to be deposited directly into a contractor's bank account. The Contractor is encouraged to register for Electronic Direct Payment (<http://www.aadnc-aandc.gc.ca/eng/1362499152985/1362499322435>) and to provide its account information upon request.

8. Certifications

8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the supplemental general conditions 4007 (2010-08-16) Supplemental General Conditions, Canada to Own Intellectual Property Rights in Foreground Information ;
- (c) the general conditions 2010B (2014-06-26) General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract with adaptations;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, IT Security Safeguard Requirements;
- (h) Annex E, Insurance Requirements;
- (i) the Contractor's bid dated __TBD_____.

11. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex E. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

12. Official Languages

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.

ANNEX "A"

STATEMENT OF WORK

1.0 ROYALTY RELATED AUDIT SERVICES – OIL AND GAS ROYALTIES

2.0 OBJECTIVE

Provide auditing services to verify the accuracy and completeness of electronic royalty submissions by royalty payers relating to oil/gas on an "as and when requested" basis.

3.0 BACKGROUND

Indian Oil and Gas Canada (IOGC) is a Special Operating Agency of the federal government reporting to the Lands and Economic Development Sector, Aboriginal Affairs and Northern Development Canada (AANDC). IOGC is responsible for the management, administration and timely disposition of Indian oil and gas resources on Indian Reserves across Canada south of the 60th parallel.

IOGC operates under a legislative authority derived from the *Indian Act*, the *Indian Oil and Gas Act*, and the *Indian Oil and Gas Regulations*. As part of its trust responsibility, IOGC is responsible for the receipt and subsequent verification of royalty payments for oil, natural gas and gas products extracted from Indian Lands.

Royalty payers remit royalty payments together with monthly electronic royalty submissions and certain hard copy documents to IOGC. Oil Pricing/Volume audits, Gas Pricing/Volume audits comprising of Gas Product Pricing and Volume audits, Gas Cost Allowance (GCA) audits are some of the methods used to verify that proper royalties are being submitted to IOGC. These audits examine source documents supporting oil/gas and related product prices/volumes reported by royalty payers and conduct other tests deemed necessary to ensure that appropriate royalties are received by IOGC on behalf of the Indian bands.

4.0 DESCRIPTION OF RESOURCE CATEGORIES

4.1 Partner/Managing Director

May be an owner of the firm. The resource exercises project sign-off authority on behalf of the Contractor, and oversees and assures the quality of work of Project Managers/Leaders responsible for individual projects. Negotiates the final agreement for the Work on behalf of the firm. Supervises the creation, development and implementation of significantly new or modified audit approaches to solve problems and obtains approval from the Project Authority for their application. Reports progress of the project on an as needed basis and at key milestones in the life cycle. Meets with senior level auditees, as required, to outline audit objectives and approaches, to gather key perspectives, and to present audit observations and recommendations.

4.2 Auditor

Participates in the planning, conduct and reporting phases of projects. Organizes and conducts project tasks according to approved programs or plans. Drafts portions of, or content leading to, drafts and final reports, including audit observations, conclusions and recommendations. Presents oral briefings and debriefings to auditees on assigned segments of projects.

4.3 Audit Technician

Conducts assigned tasks. Normally supports resources provided by the Contractor where there is a justified requirement for audit tests or other support activities not requiring the level of qualification or expertise associated with the other resource categories.

5.0 SCOPE OF SERVICES

The Contractor shall, on an "as and when requested" basis, as detailed in the Task Authorization issued by the Departmental Representative, provide the following services:

- Provide auditing services in accordance with the Generally Accepted Auditing Standards (GAAS) prescribed by the Canadian Institute of Chartered Accountants;
- Prepare draft and final audit reports;
- The Contractor may be required to participate in meetings and consultations which may require travel outside of the Calgary area;
- The Contractor may be required to defend his/her audit findings in meetings with IOGC, a royalty payer, or in court.

6.0 TASKS

6.1 Provide royalty related auditing services that may include:

- a) conduct reviews of royalty payers' records and provide a professional opinion regarding their completeness and accuracy;
- b) review operators' all related source documents including field reports and volume measurement summaries required for production and revenue accounting to ensure that:
 - i. all product movement is accounted for; and
 - ii. all provincial government reporting requirements are met
- c) review royalty payers' operating/reporting procedures and provide a professional assessment with respect to how deficiencies in those procedures may affect Indian royalties;
- d) review and confirm the elements of royalty calculations and/or provide royalty recalculations as required;
- e) confirm submitted oil prices and volumes to oil marketing contracts or other supporting documentation and calculate fair market value as required by the Indian Oil and Gas Regulations and the applicable mineral lease agreements;
- f) confirm submitted gas prices and volumes including related gas products, where applicable, to gas marketing contracts or other supporting documentation and calculate fair market value as required by the Indian Oil and Gas Regulations and the applicable mineral lease agreements;
- g) review facility schematics and conduct physical inspections of the gas wells, gas compressors, gas gathering systems and gas plants to ensure that GCA documents submitted to IOGC are a true representation of the physical layout of the facilities;
- h) review GCA submissions and related documents, and verify working interest ownership, capital and operating costs claimed and, if required, recalculate GCA rates and submitting them to IOGC for reassessment;
- i) review issues relating to GCA submissions and provide an opinion as to whether the items in question have been treated appropriately for GCA purposes; and
- j) review mineral lease agreements as provided by IOGC to verify the lessee/Indian interest, royalty formulas (rule set) and lease status throughout the audit period.

7.0 CLIENT SUPPORT

The Departmental Representative or his/her designate will:

- 7.1 provide all IOGC documents and records requested by the Contractor and arrange for meetings between the Contractor, Royalty Payer, IOGC and/or Band personnel;
- 7.2 provide the Contractor with a "Letter of Introduction" for their use in identifying themselves to other parties in order to collect information and/or conduct discussions regarding the Task Authorization and to conduct work on behalf of the Department when requested; and
- 7.3 review draft audit reports/working papers or other submissions by the Contractor and provide the Contractor with comments/suggested revisions/approvals in a timely manner.

8.0 DELIVERABLES

8.1 Prepare draft and final audit reports detailing audit results in accordance with the requirements specified in each individual Task Authorization document including adherence to GAAS. The Audit Report must include an audit opinion that should be provided to Departmental Representative in both electronic and hard copy formats, and shall include the following:

- a) the date audit was initiated;
- b) start and end date of the field work carried out;
- c) the audit procedures performed and records reviewed;
- d) the basis of the sample selection;
- e) percentage and number of transactions in the sample compared to total transactional population;
- f) number and dollar amount of errors found in the selected samples;
- g) where applicable, the price and volume errors noted and the reasons for these errors;
- h) for pricing errors, provide schedules detailing audited oil/gas prices compared to the submitted prices with all prices cross referenced to the working papers;
- i) for volume errors, provide schedules detailing audited oil/gas volumes compared to submitted volumes with all volumes cross referenced to the working papers;
- j) any other findings that may impact the calculation of oil/gas prices or volumes;
- k) the capital and operating cost errors noted and the reasons for these errors;
- l) for all cost errors, provide schedules detailing the audited costs compared to the submitted cost by cost category with all costs cross referenced to the working papers;
- m) detailed notes on the discussion of the audit findings with royalty payers' representatives including date of the meetings, names, position and titles of people in attendance, issues discussed and responses provided by the royalty payers;
- n) any changes to the draft audit report as a result of discussions with either IOGC or the royalty payer. The initial audit report is to be marked "Draft" and the corrected or amended audit report is to be marked "Final"; and
- o) where applicable, recommendations to IOGC indicating a procedure or current practice of the royalty payer may be improved and the benefits that may be derived through its improvement.

8.2 The Contractor must submit all deliverables (including draft and final audit reports) as identified in each individual Task Authorization to the specified parties in the quantities, formats on the deliverable dates specified therein.

8.3 For each Task Authorization, the Contractor shall release all the assignment working papers and electronic files including concept document(s), interview notes, completed questionnaires and other documentation and/or instruments related to the assignment to the Departmental Representative. These working papers may be reviewed for accuracy and completeness by IOGC. Any concerns or issues raised by IOGC shall be addressed promptly by the Contractor.

8.4 As a minimum, the Contractor will follow GAAS prescribed by the Canadian Institute of Chartered Accountants in the preparation of audit working papers.

8.5 The Contractor will retain a copy of the working paper file for the duration of the Contract. These records shall be kept until such time IOGC provides written authorization for their destruction.

9.0 OFFICIAL LANGUAGES

Canada requires services in English.

10.0 WORK LOCATION

The area of service delivery is the Calgary Metropolitan Area. The majority of Work will be conducted at oil and gas companies based in Calgary, Alberta and at the Contractor's place of business.

11.0 TRAVEL

Work may occur at locations outside of the Calgary Metropolitan Area when requested by Canada. Travel is by exception and must be authorized in advance by the Project Authority.

12.0 GREENING GOVERNMENT OPERATIONS

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

Furthermore, in June 2008 the *Federal Sustainable Development Act* was passed to provide the legal framework for developing and implementing a Federal Sustainable Development Strategy that will make environmental decision making more transparent and accountable to Parliament. A Federal Sustainable Development Strategy is developed every three years that includes shrinking the environmental footprint of government operations. Green procurement is a key enabler of these objectives.

In accordance with the *Policy on Green Procurement* and Federal Sustainable Development Strategy, for this requirement:

General

- a) The Contractor is encouraged to offer or suggest green solutions whenever possible.

- b) The Contractor should consider the complete lifecycle of products and services provided to favor strategies, processes, and materials that assure sustainable development.
- c) The Contractor should use green meetings practices when conducting workshops and meetings. Guides to green meeting practices are available through [Environment Canada](#) and the [United Nations Environment Program](#).

Travel

- a) The Contractor is encouraged to work off-site to reduce commuting requirements where security requirements allow.
- b) The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- c) Where transportation is required, the Contractor is encouraged to use environmentally preferred modes of transportation, where feasible.
- d) The Contractor is encouraged to use accommodations with environmental ratings: Contractors of the Government of Canada may access the [PWGSC Accommodation Directory](#) to search for accommodations with Green Key and/or Green Leaf ratings that will honor the pricing for Contractors.

Paper Consumption

- a) The Contractor is requested to provide all correspondence including (but not limited to) their bid, documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Contracting Authority or Project Authority.
- b) Printed material is requested on paper that is EcoLogo certified or equivalent, certified as using fibre originating from a sustainably managed forest and/or minimum recycled content of 30%. Paper is also to be processed chlorine free, whenever possible.
- c) The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Goods Used in Service Delivery

- a) It is desirable that the Contractor, in provisioning the Service, procure equipment, such as computer equipment, peripherals and telephony equipment that meet the most current environmental specifications used by the Government of Canada when procuring similar equipment, without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers. Government of Canada environmental specifications can be found in the Green Procurement Plans available [online](#) or by contacting AchatsEcologiques.GreenProcurement@tpsgc-pwgsc.gc.ca.
- b) It is desirable that the Contractor, in provisioning the Service, procure equipment and implement solutions that minimize the overall energy use without reducing the service quality and effectiveness, whether this equipment is owned by the Contractor or procured by the Contractor for Government of Canada customers.
- d) The Contractor is required to use provincial e-waste recycling programs for the disposal of electronic assets owned by the Contractor and used to deliver the Service to Canada.

In provinces where provincial programs do not exist or where equipment does not qualify for disposal by the provincial program, electronic assets should be disposed of via recyclers that have been approved under any other province's e-waste recycling program.

ANNEX "B"

BASIS OF PAYMENT

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract and each Task Authorization, if applicable.

All deliverables are F.O.B. Destination, and Canadian Customs Duty included, and GST/HST extra, where applicable.

A- Contract Period (From award to March 31, 2018)

During the period of the Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

1.0 Professional Fees

The Contractor will be paid all inclusive per diem rates as follows:

		QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)
	Resource Name	
1	Period 1 from award to March 31 , 2016	
1a	Partner/Managing Director	
1b	Auditor	
1c	Audit Technician	
2	Period 2 from April 1, 2016 to March 31, 2017	
2a	Partner/Managing Director	
2b	Auditor	
2c	Audit Technician	
3	Period 3 from April 1, 2017 to March 31, 2018	
3a	Partner/Managing Director	
3b	Auditor	
3c	Audit Technician	

Total Estimated Cost of Professional Fees for a TA Limitation of Expenditure: \$ TBD

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses for Work performed outside the Calgary Metropolitan Area only.

For the requirements relative to travel described in the Statement of Work in Annex A.

Canada will not accept any travel and living expenses for:

- a. Work performed within the Calgary Metropolitan Area.
- b. Any travel between the Contractor's place of business and the Calgary Metropolitan Area; and

- c. Any relocation of resources required to satisfy the terms of the Contract. These expenses are included in the all inclusive per diem rates specified in subsection A-1.0 above.

2.2 Canada's Total Liability - Authorized Travel and Living Expenses

1. Canada's total liability to the Contractor under the Contract for authorized travel and living expenses must not exceed \$ 15,000.00. Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability for travel and living expenses being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

Total Estimated Cost to a Limitation of Expenditure for Travel & Living : \$ __TBD__

3.0 Total Estimated Cost- Contract Period (1.0 + 2.0): \$ __TBD__

4.0 With the exception of the all inclusive per diem rates specified above, the amounts shown in this section of the annex are estimates only. Minor changes to these estimates will be accepted for billing purposes as the Work proceeds, provided that these changes have the prior approval of the Project Authority, and provided that the total estimated cost of the Contract does not exceed the Limitation of Expenditure specified in clause 6.1 Basis of Payment for Approved Task Authorization of the Contract.

B- Option to Extend the Term of the Contract

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

B-1 Extended Contract Period (From April 1, 2018 to March 31, 2019)

1.0 Professional Fees

The Contractor will be paid all inclusive per diem rates as follows:

		QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)
Resource Name		
4	Optional Period – April 1, 2018 to March 31, 2019	
4a	Partner/Managing Director	
4b	Auditor	
4c	Audit Technician	
4d	Auditor	
4e	Junior Auditor	

B-2 Extended Contract Period (From April 1, 2019 to March 31, 2020)

1.0 Professional Fees

The Contractor will be paid all inclusive per diem rates as follows:

		QUOTED ALL-INCLUSIVE PER DIEM RATE (in Cdn \$)
Resource Name		
5	Optional Period – April 1, 2019 to March 31, 2020	
5a	Partner/Managing Director	
5b	Auditor	
5c	Audit Technician	

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(attached as a pdf)



Contract Number / Numéro du contrat 80-14-0008
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 Security
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 Royalty Related Audit Services		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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)		<input type="checkbox"/> No / Non <input checked="" type="checkbox"/> 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.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> 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"/>



Contract Number / Numéro du contrat 80-14-0008
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 EMPLACEMENTS | | | |

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 80-14-0008
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).

11.1 Personnel Security Screening Level Required:
Niveau d'enquête de la sécurité du personnel requis :

N/A / Non requis Reliability / Fiabilité Confidential / Confidentiel Secret Top Secret / Très secret

11.2 May unscreened personnel be used for portions of work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?

No / Non Yes / Oui N/A / Non requis

12. 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

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées): **Al McKinnon** Title - Titre: **Manager, Technical Business Support** Signature: *[Signature]*

Telephone No. - N° de téléphone: **403-292-5864** Facsimile No. - N° de télécopieur: **403-292-5618** E-mail address - Adresse courriel: **Al.mckinnon@aandc.gc.ca** Date: **July 2, 2014**

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées): **Guillaume Guilbault** Title - Titre: **Head Personnel Security Contractor and Awareness** Signature: *[Signature]*

Office: (819) 953-3730 Fax: (819) 944-6774 E-mail address - Adresse courriel: **guilbault@ainc.inac.gc.ca** Date: **July 9 2014**

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées): **Cathy Garbo** Title - Titre: **Manager, Contracts** Signature: *[Signature]*

Telephone No. - N° de téléphone: **403-292-5097** Facsimile No. - N° de télécopieur: **403-292-5618** E-mail address - Adresse courriel: **cathy.garbo@aandc.gc.ca** Date: **July 2/14**

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées): **Suzanne Hopkins** Title - Titre: **Contract Security Officer** Signature: *[Signature]*

Telephone No. - N° de téléphone: **403-954-0258** Facsimile No. - N° de télécopieur: E-mail address - Adresse courriel: **suzanne.hopkins@pwsj-tps.gc.ca** Date: **July 19/14**

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

ANNEX "D"

IT SECURITY SAFEGUARD REQUIREMENTS

(attached as a pdf)



Aboriginal Affairs and Northern Development Canada

IT Security Safeguard Requirements

Contractor Name	RFP/Contract
Contract Number	80-14-0008
Document Number:	4851338
Date:	July 09, 2014
Designation / Classification	Unclassified

Overview

As per the Security Requirement Checklist (SRCL) for contract # 80-14-0008, 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"> Each user has their own corporate e-mail account which is protected with a username and password. The e-mail account is not a publically accessible web-mail based service (ex: hotmail, yahoo mail, gmail etc)
	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"> The sending fax machines is located on the contractor's premises The sender contacts the recipient to confirm fax number and advise recipient of incoming fax Recipient is present at the fax machine ready to receive fax Sender obtains confirmation from sender of receipt
	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"> The administrator user name and password must be changed from their default values. The network name (SSID) has been changed from its default value. WPA2 encryption with an AES algorithm enabled.
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"> Contractor has a valid GOC PKI Certificate. Entrust Software is installed on the contractor's PC/laptop. E-mail is encrypted with one of the following encryption algorithms: <ul style="list-style-type: none"> CAST5-128 Bit

		<ul style="list-style-type: none"> ▪ 3DES-168 Bit ▪ AES-128 Bit ▪ AES-192 Bit ▪ AES-256 Bit <ul style="list-style-type: none"> • One of the following algorithms is used to digitally sign E-mails: <ul style="list-style-type: none"> ▪ RSA (Rivest, Shamir, Adleman) ▪ DSA (Digital Signature Algorithm) ▪ ECDSA (Elliptic Curve Digital Signature Algorithm) • One of the following Hash functions is used in the generation of digital signatures: <ul style="list-style-type: none"> • SHA-1 (not valid after 2013) • SHA-224 • SHA-256 • SHA-384 • SHA-512
	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"> ▪ The administrator user name and password must be changed from their default values. ▪ The network name (SSID) has been changed from its default value. ▪ WPA2 encryption with an AES algorithm enabled.
	AANDC Secure File Exchange	<ul style="list-style-type: none"> • A personally identifiable unique username and password is assigned to the user by AANDC • The contractor has read and agrees to abide to the Secure File Exchange Acceptable Use Policy (https://efse-sfee.aadnc.aandc.gc.ca/policy/sfe_Acceptable_use_policy.html)
	AANDC Collaboration Service	<p>A personally identifiable unique username and password is assigned to each user by AANDC.</p>

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

Remote Connectivity to the AANDC Network

As stated in the SRCL, the contractor may require remote access to the AANDC network and IT Systems. The remote access is to be configured in the following manners:

- The Contractor will gain remote access to the AANDC network through the Citrix Portal <https://pa-ap.aadnc-aandc.gc.ca> or by a Virtual Private Network (VPN) secured by IPsec using one of the following encryption algorithms:
 - 3DES (168 bit)
 - AES-128
 - AES-192
 - AES-256
- A unique identifier and password is assigned to each user and is used to authenticate the user to the AANDC network.

ANNEX "E"

INSURANCE REQUIREMENTS

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Department of Indian Affairs and Northern Development (DIAND).
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- o. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- p. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

3. Errors and Omissions Liability Insurance

- 1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
- 2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- 3. The following endorsement must be included:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

4. Automobile Liability Insurance

The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.

The policy must include the following:

- a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
- b. Accident Benefits - all jurisdictional statutes
- c. Uninsured Motorist Protection
- d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

ANNEX "F"

EVALUATION CRITERIA

TECHNICAL CRITERIA

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation.
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation.
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.
- d. It is recommended that the Bidder include a grid in their proposals, cross-referencing statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet "b" above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid.

The references provided by the Bidders are subject to verification by Canada during the bid evaluation period (before and after contract award. The Contracting Authority will have the right to ask for additional information to validate the references before issuance of a contract. The bid will be declared non-responsive if any references given by the Bidder are untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point Rated Technical Criteria listed below requiring Project Summaries, the Bidder and its proposed resource(s) should provide:

- Name and description of client organization;
- Name, phone, email of client ;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Outcomes of the project; and/or
- Description of the Consultant roles and responsibilities in the project.

Mandatory Technical Criteria (MT)				
The Bidder				
Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
MT1	<p>At the firm level, the Bidder MUST demonstrate that they have experience in the provision of relevant audit services. As evidence of the required experience, the Bidder MUST provide five (5) written project summaries within which the Bidder completed royalty audits of:</p> <ul style="list-style-type: none"> - oil, gas and gas product pricing; and - oil, gas and gas product volumes; or - calculation of Gas Cost Allowance rates. <p>Projects MUST have taken place within the past ten (10) years prior to bid closing and be a minimum contract value of \$5,000.</p> <p>The Bidder MUST include with EACH project summary:</p> <ol style="list-style-type: none"> 1.1 The name and address of the client organization. 1.2 The dates/duration of the project. 1.3 The total Bidder Level of Effort (in days) for the duration of the project. 1.4 A summary of the client's specific requirements. 1.5 The Bidder's responsibility on the project, including the role and responsibilities of individual resources. 			
MT2	<p>The Bidder MUST provide a company profile and corporate resume demonstrating the Bidder's knowledge and experience in the provision of royalty related audit services. At a minimum, the bidder MUST include within the profile:</p> <ol style="list-style-type: none"> 2.1. The full legal name of the firm submitting the Proposal (including, as applicable, all joint venture, consortia, partners or subcontractors), primary area(s) of business, key team members, and number of employees; 2.2. A list of locations (regions/cities), within Canada where the bidder is able to provide services and; 2.3. A written description of the Bidder's proposed work plan, audit approach and methodology, risk identification and mitigation, and quality assurance review of completed audits with respect to the delivery of royalty related audit services in the oil and gas industry. 			

Number	Mandatory Technical Criterion	MET	NOT MET	Cross Reference to Proposal
The Bidder's Proposed Resources				
MT3	<p>The Bidder must submit detailed CVs for each of the proposed resources of Partner/Managing Director, Auditor and Audit Technician demonstrating that they meet the minimum mandatory requirements (educational, professional designations, academic credentials as well as any relevant experience that demonstrates their ability to perform the Work as described in <u>Annex A Statement of Work</u>).</p> <p>CV must include chronological work experience (indicated in years/month), as well as any relevant experience that demonstrates their ability to perform this project.</p>			
MT4	Partner/Managing Director:			
	4.1. Professional Canadian Designation in one of the following: CA, CMA, CGA, or CPA.			
	4.2. Must have a minimum of six (6) cumulative years of audit experience and related services within the past ten (10) years.			
	4.3. Must have a minimum of two (2) years of royalty related audit experience in the last ten (10) years in: <ul style="list-style-type: none"> - oil, gas and gas product pricing; and - oil, gas and gas product volumes; or - calculation of Gas Cost Allowance rates. 			
MT5	Auditor:			
	5.1. Professional Canadian Designation in one of the following: CA, or CMA, CGA, or CPA.			
	5.2. Must have a minimum of two (2) cumulative years of audit experience within the past ten (10) years.			
	5.3. Must have a minimum of two (2) years of royalty related audit experience in the last ten (10) years in: <ul style="list-style-type: none"> - oil, gas and gas product pricing; and - oil, gas and gas product volumes; or - calculation of Gas Cost Allowance rates. 			
MT6	Audit Technician:			
	6.1. Must be in the process of obtaining a relevant degree/diploma from a recognized university or college, or in the process of completing a relevant apprentice program.			
	6.2. Must have one (1) year experience in Production or Revenue Accounting in the last five (5) years			

Point Rated Technical Criteria

Note: When applicable, each individual proposed with a university degree or college diploma, must possess, at a minimum, a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/415/credential-assessment-services.canada>

The experience of the proposed resources must be clearly identified by providing a summary/description of the previous projects/work experience and indicating when the work was carried out. In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not be counted more than once.

Point Rated Technical Criteria (RT)				
The Bidder				
Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting (Points)	Cross Reference to Proposal
RT1	The Bidder should demonstrate his depth of experience and of satisfactory performance in the provision of royalty related audit services in the oil and gas industry as per the criteria set out in MT1.		60 points	
1.1	Verification of oil, gas and gas product prices	- BC and/or/Manitoba - Saskatchewan - Alberta	5 5 5	
1.2	Verification of oil, gas and gas product volumes	- BC and/or/Manitoba - Saskatchewan - Alberta	5 5 5	
1.3	Verification and calculation of Gas Cost Allowance (GCA) rates	- Saskatchewan - BC - Alberta	5 10 15	
The Bidder's Proposed Resources				
	Project Team: Demonstrated depth of experience of each proposed resource in the specialized areas as follows:	Detailed CV's will be used to evaluate these criteria for personnel to be made available for or to be assigned to carry out the Work as defined in Annex "A" Statement of Work.		
RT2	Number of royalty related audits including Gas Cost Allowance in the oil and gas industry conducted during the past five (5) years.		45 points	
2.1	Partner/Managing Director	1 - 5 audits 6 - 10 audits 11 + audits	4 10 20	

2.2	Auditor	1 - 5 audits 6 - 10 audits 11 + audits	4 10 20	
2.3	Audit Technician	1 - 3 audits 4 - 6 audits 7 + audits	1 3 5	
RT3	Certification		25 points	
3.1	Audit Technician:	Completion of a relevant degree/diploma	5	
3.2	Audit Technician: Number of modules completed working towards CAPP certification.	1 of 5 modules 2 of 5 modules 3 of 5 modules 4 of 5 modules 5 of 5 modules	2 4 6 8 10	
3.3	Audit Technician: Number of years experience working as a certified Production Accountant	12 - 36 months 37 - 60 months 61 + months	3 5 10	
RT4	Experience and knowledge of oil and gas industry practices/procedures regarding field operations.		10 points	
4.1	Partner/Managing Director	12 - 24 months 25 - 36 months 37 + months	1 2 4	
4.2	Auditor	12 - 24 months 25 - 36 months 37 + months	2 4 6	
RT5	Experience and knowledge of oil and gas industry practices/procedures regarding pricing and marketing.		12 points	
5.1	Partner/Managing Director	12 - 24 months 25 - 36 months 37 + months	2 4 6	
5.2	Auditor	12 - 24 months 25 - 36 months 37 + months	2 4 6	
RT6	Experience interpreting and applying petroleum and natural gas lease clauses.		16 points	
6.1	Partner/Managing Director		9	
6.2	Auditor		5	
6.3	Audit Technician		2	

RT7	Experience interpreting and applying provincial oil and gas regulations and legislation		16 points	
7.1	Partner/Managing Director		9	
7.2	Auditor		5	
7.3	Audit Technician		2	
RT8	Experience interpreting and applying Indian Oil and Gas Canada oil and gas regulations and legislation		16 points	
8.1	Partner/Managing Director		9	
8.2	Auditor		5	
8.3	Audit Technician		2	

The Bidder's Approach and Methodology				
RT9	Assessment of proposal in terms of the level of competencies in technical skills; milestones; time lines of deliverables; quality assurance review of audit findings; risk assessment and mitigation are demonstrated in the proposal. As submitted in MT2. Bidders must provide clear time lines and deliverables in bidding proposals.		33 points	
9.1	Demonstrates effective monitoring and reporting including specific measurable milestones and deliverables with clear deadlines.		6	
9.2	Demonstrates project and work planning, management and control, and human resource allocation.		6	
9.3	Demonstrates audit methodology and audit approach to accomplish the specific work requirements.		6	
9.4	Demonstrates risk identification and mitigation.		6	
9.5	Demonstrates quality assurance review of audit findings and conclusions.		6	
RT10	Overall quality of the proposal as it relates to presentation of information and ease-of use		5	
Total of all the Point Rated technical criteria (235 points available)				
Minimum required score is 75% or 176.25 points				

Education and Experience

When applicable, each individual proposed with a university or college degree, must possess, at a minimum, a certificate from a recognized Canadian university or college, or the equivalent as established by a recognized Canadian academic credentials assessment service*, if obtained outside Canada.

*The list of recognized organizations can be found under the Canadian Information Centre for International Credentials website, at the following internet link: <http://www.cicic.ca/415/credential-assessment-services.canada>

MODEL TASK AUTHORIZATION

TASK AUTHORIZATION (TA)				
Contractor:		TA Number:		
Commitment Number:		Financial Coding:		
Task Number:		Date:		
TA Request (For completion by Technical Authority)				
1. Description of Work to be Performed <div style="text-align: center;"> Statement of Work: Description of any Deliverable(s) required (including the required format and media) </div>				
2. PERIOD OF SERVICES		From:	To:	
3. Work Location				
4. Travel Requirements				
5. Other Conditions /Restrains				
6. Task Proposal (insert rows as required) Check []:	Estimated Cost []	Fixed Price []		
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
<input type="checkbox"/> Reliability Status <input type="checkbox"/> Secret <input type="checkbox"/> Top Secret <input type="checkbox"/> Other				
8. BILINGUALISM (if applicable)				
		<input type="checkbox"/> YES	<input type="checkbox"/> No	
List of the categories of personnel for whom the bilingualism is required:				
TA Proposal (For completion by Contractor)				
9. Estimated Cost Contract (insert rows as required)				
Category (Level) and Name of Proposed Resource	PWGSC Security File Number	Firm Per Diem Rate	Estimated # of Days	Total cost
Professional services estimated cost			Total	
			GST	
			Grand Total	
Travel & Living			Estimated Cost	
			GST	
			Total Travel & Living Cost	
Grand Total for Labor and Travel				

TA Approval		
10. Signing Authorities		
Name, Title and Signature of Individual Authorized to Sign on Behalf of Contractor (type or print)	Contractor	Date
Name, Title and Signature of Departmental Representative/Project Authority for the < Client Department > (type or print)	<Departmental Representative/Project Authority>	
Name, Title and Signature of Individual Authorized to Sign on Behalf of the < Client Department > (type or print)	<Contracting Authority: IOGC or AANDC>	Date
Name, Title and Signature of Individual Authorized to Sign on Behalf of PWGSC (type or print). <if Applicable>	<Contracting Authority: PWGSC>	Date
11. Basis of Payment & Invoicing		
<p>In Accordance with the article entitled "Basis of Payment" in the Contract. Payment to be made based on receipt of detailed monthly invoices for services rendered, subject to full acceptance by the Project/Technical Authority. Total of payments not to exceed the grand total. Original invoices shall be sent to the Project/Technical Authority. One copy of each invoice, together with attachments, shall be sent to the Contracting Authority. You are requested to sell to her Majesty The Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof. Work to be performed in accordance with Statement of Work.</p>		

