



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

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

Page 1 of/de 1

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 Support Services - Oil and Gas Royalties	
Solicitation Number - Numéro de l'invitation A2770-14-0002	
Date (YYYYMMDD) - Date (AAAAMMJJ) 2014-08-08	
Solicitation Closes - L'invitatin prend fin At - À 2:00 PM On (YYYYMMDD) - Le (AAAAMMJJ) 2014-09-22	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, AB	
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

1.1 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.
- 1.2 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.
- 1.3 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. 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.
3. 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**.
4. 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**.

5. 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.
6. 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)
7. **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.

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. 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";

a. 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.

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 the successful Bidder’s place of business or at the IOGC office location.
- 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	Project Manager		25 days	
1b	Business Analyst		25 days	
1c	Production Accountant		150 days	
1d	Technical Writer		25 days	
	Total Contract Period 1:			
2	Contract Period 2 – from April 1, 2016 to March 31, 2017			
2a	Project Manager		15 days	
2b	Business Analyst		15 days	
2c	Production Accountant		90 days	
2d	Technical Writer		15 days	
	Total Contract Period 2:			
3	Contract Period 3 – from April 1 2017 to March 31, 2018			
3a	Project Manager		15 days	
3b	Business Analyst		15 days	
3c	Production Accountant		90 days	
3d	Technical Writer		15 days	
	Total Contract Period 3:			

4	Optional Period 1 – April 1, 2018 to March 31, 2019		
4a	Project Manager		15 days
4b	Business Analyst		15 days
4c	Production Accountant		90 days
4d	Technical Writer		15 days
			Total Optional Period 1:
5	Optional Period 2 – April 1, 2019 to March 31, 2020		
5a	Project Manager		15 days
5b	Business Analyst		15 days
5c	Production Accountant		90 days
5d	Technical Writer		15 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:

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 overall score of 60% must be achieved in the evaluation of point rated technical criteria R1 – R3 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 and Price

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 100 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 200 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

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

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

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and 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.

2.2 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 # 80-14-0002

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.

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 Chilla 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 20% 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 Time

The Contractor will not be reimbursed for travel time.

7.6 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 condition
- (c) the general conditions 2010B (2014-06-26) General Conditions - Professional Services (Medium Complexity);
- (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

SW1 BACKGROUND

- 1.1 Indian Oil and Gas Canada (IOGC) is a special operating agency within the Department of Aboriginal Affairs and Northern Development (the Department), dedicated to managing oil and gas development on First Nation lands and to furthering First Nation initiatives to control their resources. IOGC operates in accordance with the *Indian Oil and Gas Act* and the *Indian Oil and Gas Regulations, 1995*.
- 1.2 IOGC's Lease and Royalty Administration Division includes the Royalty Group, whose function is to provide assurance that lessees of First Nations oil and gas rights accurately account for their royalty obligations due primarily under the *Indian Oil and Gas Act, Indian Oil and Gas Regulations* and their lease terms. The Royalty Group has been responsible for verifying royalty moneys in excess of \$1 billion that were collected on behalf of First Nations in the last five fiscal years.
- 1.3 The Royalty Group is responsible for verifying the royalties of approximately 50 First Nation clients. The verification process includes:
 - 1.3.1 ensuring that companies submit all necessary royalty data, including monthly royalty statement data submissions,
 - 1.3.2 administering annual gas cost allowance submissions and biannual trucking deduction submissions;
 - 1.3.3 collecting monthly standard royalty data such as price indices;
 - 1.3.4 setting up of Royalty Entity ID's (REN's) in IOGC's Resource Information Management System (RIMS);
 - 1.3.5 setting up of royalty calculation methodology (rule sets) for REN's in RIMS;
 - 1.3.6 assessing monthly royalty obligations of companies;
 - 1.3.7 issuing Directions to Comply for underpayments;
 - 1.3.8 working with First Nations and companies regarding royalty overpayments; and
 - 1.3.9 appropriate use of suspense accounts for temporarily holding royalty payment moneys until released/refunded.

SW2 OBJECTIVE(S)

- 2.1 To obtain Royalty Support Services to verify royalty obligations and balances owing; and
- 2.2 To obtain Royalty Support Services to conduct special projects generally aimed at ensuring that IOGC's systems, processes and documentation are complete and up-to-date with relevant industry, provincial and lease requirements.

SW3 SCOPE OF WORK

The Contractor shall, on an as and when requested basis and as specified in the Task Authorization, provide Royalty Support Services that may include but are not limited to:

- 3.1 Retrieve and review available and relevant information. Information sources may include but are not limited to:

- 3.1.1 IOGC's RIMS database (various screens and reports that will be identified);
 - 3.1.2 IOGC's document management system;
 - 3.1.3 IOGC's ContactWise system;
 - 3.1.4 IOGC's public website;
 - 3.1.5 Petrinex (using IOGC's account);
 - 3.1.6 Files in IOGC's Central Registry (CR);
 - 3.1.7 Working files of IOGC royalty staff;
 - 3.1.8 IOGC's Royalty statement file room (contains older data);
 - 3.1.9 Websites of provincial governments;
 - 3.1.10 Websites of various industry organizations and publishers;
 - 3.1.11 Websites of lessees, royalty payors and facility operators;
 - 3.1.12 The Contractor's non-confidential data, records and documents;
 - 3.1.13 IOGC staff; and
 - 3.1.14 Staff of royalty payors and / or other companies.
- 3.2 Make arrangements with IOGC personnel or royalty payors / other companies for obtaining information, including communicating with staff, photocopying documents, etc.
- 3.3 Request additional specific and relevant information from the lessees, royalty payors and facility operators as necessary. A need for additional information may arise as a result of review and analysis of data obtained in 3.1.1 above. Indicate discrepancies, data gaps and anomalies in the data submitted to IOGC by royalty payors and other companies. Examples of additional information and data are:
- 3.3.1 Explanations by staff of the royalty payors and other companies that clarify the information already submitted;
 - 3.3.2 Backup documentation to substantiate data previously submitted;
 - 3.3.3 New data to replace incorrect data previously submitted; and
 - 3.3.4 New data where missing data has been identified.
- 3.4 Notify the Departmental Representative when difficulty is encountered in obtaining requested data from companies.
- 3.5 Notify the Departmental Representative when incorrect data is found in IOGC's systems and records, and provide sufficient detail for the Departmental Representative to identify the specific incorrect data elements and the reasons they are incorrect.
- 3.6 Perform data entry of new and corrected data into IOGC's electronic systems and / or completion of forms for IOGC to change the data.
- 3.7 Provide update reports to the Departmental Representative to inform of progress on the required work and any issues encountered. Status updates are to on a minimum weekly basis in verbal format and, where the Task Authorization exceeds four weeks, every two weeks in written format.
- 3.8 Attend meetings at IOGC's offices with the Departmental Representative, with or without representatives from royalty payors and other companies as requested.

- 3.9 Conduct the following work in IOGC's Resource Information Management System (RIMS) as requested: retrieve data from screens, run reports, enter data in screens, set up Royalty Entities, test programming fixes and changes, and verify linkages, data and rule sets, plus other similar functions as specified in the Task Authorization.
- 3.10 Conduct the following work in ContactWise as requested: search and view records of previous correspondence with royalty payors and other companies, and record correspondence with royalty payors and other companies.
- 3.11 Research, analyze, and provide advice and recommendations regarding emerging requirements and identified gaps in IOGC's business processes. May include the review and/or development of policies and procedures, training of Royalty Group staff to conduct these functions, and other implementation support. Preparation of training material such as procedures documents may be necessary.
- 3.12 Research, analyze, and provide advice and recommendations regarding royalty regime changes that typically result from changes to provincial royalty regimes which IOGC uses as the standard royalty structure in current leases. May include implementation support, such as updating processes, business activities and systems. Training of IOGC staff may be required as part of implementation, including preparation of various training materials.
- 3.13 Review selected database records regarding data integrity. May include data cleanup and offering suggestions for improving methodology around data integrity. Where applicable, may include consideration of IOGC's planned and continuing adoption of current industry norms.
- 3.14 Compile the data into files, lists, and spreadsheets as requested. Specific requirements will be identified in each Task Authorization.
- 3.15 Prepare and submit a draft written report indicating completion of all work at least five business days before the end of the Task Authorization, or as specified. Report requirements will be identified in the Task Authorization and will typically include standard report contents such as findings, results and conclusions. The report is to be in English and use SI metric units and to include attachments of all finalized files, lists and spreadsheets. Any corrections and/or clarifications requested by the Departmental Representative are to be made and the report is to be resubmitted within two business days, or as specified.
- 3.16 Prepare training materials such as presentations, processes, procedures and manuals. Provide training to IOGC staff on specific Royalty areas as directed by the Departmental Representative.

SW4 OUTPUT/DELIVERABLES

The successful Contractor will provide the Work as specified in each Task Authorization. Each Task Authorization will include one or more of the following sub-items (the Work):

- 4.1 Verification of Royalty Obligations and Balances Owning/Overpaid:
 - 4.1.1 Conduct analyses of specified royalty data elements and the royalty calculation methodology, in RIMS or the relevant subsurface lease(s) or both, to:
 - a) Find any missing and incorrect data and discrepancies / problems in royalty calculation methodology; and
 - b) Determine which data is complete and reasonable / correct, and consolidate findings and determinations in the manner specified

in the Task Authorization, i.e. file, list, spreadsheet and / or report and submit to the Departmental Representative.

- 4.1.2 Obtain missing data and / or correction of incorrect data by phone calls and emails to royalty payors and other companies and / or by retrieval of data from Petrinex and other industry sources, with documentation on the obtained data and its source, as may be specified in the Task Authorization.
 - 4.1.3 Enter new and correct data in RIMS and / or prepare forms / journal vouchers where IOGC will physically make the changes to the data in RIMS and / or other electronic systems.
 - 4.1.4 Prepare written correspondence for IOGC's signature using IOGC's template(s), for the purposes of obtaining missing data and / or collecting underpayments and / or refunding overpayments.
 - 4.1.5 Prepare a report in SI units summarizing the findings and the work completed. Report requirements will be specified.
- 4.2 Related Services – General
- 4.2.1 Set up new Royalty Entities in RIMS as necessitated by one or more of new unique well identifiers commencing production, lease amendments, imposition of compensatory royalty, discovery of trespass wells, replacement agreements for Treaty Land Entitlement and the like. Follow IOGC procedures and / or guidelines.
 - 4.2.2 Modify Royalty Entities in RIMS as necessitated by industry activity affecting royalty payors such as assignments, mergers, acquisitions and the like, and follow IOGC procedures and / or guidelines.
 - 4.2.3 Retrieve royalty assessment factors from their sources and correctly enter them in RIMS with documentation on the obtained data and its source.
 - 4.2.4 Set up rule sets (royalty calculation methodology in RIMS) as per the royalty calculation methodology identified in the relevant lease(s) and follow OGC procedures and / or guidelines.
 - 4.2.5 Set up facilities in RIMS necessary for IOGC's Gas Cost Allowance function and follow IOGC procedures and / or guidelines.
 - 4.2.6 Prepare a report in SI units summarizing the findings and the work completed. Report requirements will be specified.
- 4.3 Special Projects:
- 4.3.1 Special Projects - Emerging Requirements and Identified Gaps
 - a) Analyse the emerging requirement and / or gap regarding its scope and impact on IOGC, including options and recommendations for IOGC to assume the work for the emerging requirement and / or gap, submitted in written report format to the Departmental Representative.
 - b) Assist with preparation of written policies, processes, procedures and / or guidelines for handling of the work necessary under the emerging requirement and / or gap, in consultation with the departmental representative to ensure consideration of government and IOGC rules, overarching policies, limitations and authorities.

- c) Assist with implementation of the emerging requirement and / or gap as requested, with documentation of work completed.
- d) Prepare identified training materials such as process maps, processes, procedures, and / or guidelines for IOGC and / or deliver training sessions for IOGC staff on the emerging requirement and / or gap and IOGC's implementation thereof.
- e) Prepare identified communication material for industry and / or First Nations as requested, typically including one or more of presentations, letters, guidelines / manuals and / or similar items, but excluding official publications.
- f) Submit a report in SI units summarizing the findings and the work completed. Report requirements will be specified.

4.3.2 Special Projects –Royalty Regime Changes

- a) Analyse the royalty regime changes as may be necessitated by provincial regime changes, federal regime changes, lease amendments and the like, regarding their scope and impact on IOGC, including options and recommendations for IOGC to implement the royalty regime changes, submitted in written report format to the Departmental Representative.
- b) Assist with development of written policies, processes, procedures and / or guidelines for handling of the work to implement the royalty regime changes as necessary, in consultation with the departmental representative to ensure consideration of government and IOGC rules, overarching policies, limitations and authorities.
- c) Complete identified operational work as requested to implement the royalty regime changes with documentation of work completed.
- d) Prepare identified training materials such as process maps, processes, procedures, and / or guidelines for IOGC and / or deliver training sessions for IOGC staff on the required work for IOGC to implement the royalty regime changes.
- e) Prepare identified communication material for industry and / or First Nations as requested, typically including one or more of presentations, letters, guidelines / manuals and / or similar items, but excluding official publications.
- f) Submit a report in SI units summarizing the findings and the work completed. Report requirements will be specified.

4.3.3 Special Projects –Royalty Records Integrity

- a) Retrieve specified IOGC records and data and possibly also comparable data from industry sources, and analyse / compare to identify differences, discrepancies and gaps with comments on possible and likely sources of error, differences and gaps if identifiable through the analyses, submitted in written report format to the Departmental Representative.
- b) Review possible and likely sources of error, differences and gaps in IOGC's records and data and options and recommend practical changes within IOGC's systems and / or procedures and / or policies to mitigate / reduce / remove the sources of

error, differences and gaps, submitted in written report format to the Departmental Representative.

- c) Cleanup identified data as requested by entry of correct / specified data and termination / deletion of incorrect / specified data following the procedures and / or guidelines, with documentation on data changed and reasons for the change.
- d) Submit a report in SI units summarizing the findings and the work completed. Report requirements will be specified.

SW5 DEPARTMENTAL SUPPORT

The Departmental Representative shall be responsible for the following:

- 5.1 Arrange for the start-up meetings and notifying the Contractor of any other requirements for on-site meetings to be held at IOGC's premises.
- 5.2 If necessary, inform the royalty payor of the work to be conducted on behalf of IOGC.
- 5.3 Arrange for access to IOGC files and electronic systems identified in section 3.1, as necessary.
- 5.4 Arrange access to IOGC's offices and on-site facilities such as photocopiers. Access to IOGC's offices is from 8:00 a.m. to 12:00 and 1:00 p.m. to 4:30 p.m. Monday to Friday.
- 5.5 Provide material necessary for Contractor to complete the work specified in each Task Authorization, which may include items such as: production flow and measurement diagrams; facility layout drawings; copies of relevant submissions filed with provincial regulatory authorities; policies, processes and procedures; reference documentation for IOGC's electronic systems; templates and checklists; manuals / guidelines; and other relevant documentation.
- 5.6 Provide training on use of IOGC's Resource Information Management System (RIMS) and IOGC's electronic document management system.
- 5.7 Review and provide feedback after receipt of the draft report.
- 5.8 Answer questions during the contract period.

SW6 LOCATION OF WORK

- 6.1 Work requiring access to IOGC's files located in Central Registry and the Royalty statement file room, as well as working files of staff, will be conducted in IOGC's offices.
- 6.2 Work on IOGC's Resource Information Management System (RIMS), IOGC's document management system and ContactWise may be done at the Contractor's location. Security requirements as per the SRCL must be met.
- 6.3 The area of service delivery is the Calgary Metropolitan area; the majority of Work will be conducted at the successful Bidder's place of business or at the IOGC office location.

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.
- c) 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	Project Manager	
1b	Business Analyst	
1c	Production Accountant	
1d	Technical Writer	
2	Period 2 from April 1, 2016 to March 31, 2017	
2a	Project Manager	
2b	Business Analyst	
2c	Production Accountant	
2d	Technical Writer	
3	Period 3 from April 1, 2017 to March 31, 2018	
3a	Project Manager	
3b	Business Analyst	
3c	Production Accountant	
3d	Technical Writer	

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

2.0 Total Estimated Cost- Contract Period : \$ ___TBD_____

3.0 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	Project Manager	
4b	Business Analyst	
4c	Production Accountant	
4d	Technical Writer	

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	Project Manager	
5b	Business Analyst	
5c	Production Accountant	
5d	Technical Writer	

ANNEX "C"

SECURITY REQUIREMENTS CHECK LIST

(attached as a pdf)

ANNEX "D"

IT SECURITY SAFEGUARD REQUIREMENTS

(attached as a pdf)

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.
- r. 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. Automobile Liability Insurance

- 1. 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.
- 2. 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.

A.1 Mandatory Criteria

Mandatory Requirement	Page #	Compliant (Yes/No)
<p>M1. Corporate Profile</p> <p>The Bidder MUST provide a company profile and corporate resume demonstrating the Bidder's knowledge and experience in the provision of Oil and Gas Royalty Services relevant and similar to IOGC's requirements as defined in the SOW. At a minimum, the Bidder must include within the profile:</p> <ul style="list-style-type: none"> a) The full legal name of the firm submitting the Bid (including, as applicable, all joint venture, consortia, partners or subcontractors); and b) A written description of approximately 750 words indicating the Bidder's capabilities as a firm, including resource availability and the extent of its experience in the provision of Oil and Gas Royalty Services. 		
<p>M2. Corporate Experience</p> <p>At a corporate level, the Bidder MUST provide two (2) written project summaries describing in detail the Bidder's current and previous experience in successfully providing Oil and Gas Royalty Services as described in the SOW, during the past five (5) years (calculated on the closing date of the RFP). Along with EACH project summary, the Bidder MUST provide the name and one means of contact (i.e. e-mail address or telephone number) of the client project authority to whom the Bidder reported.</p> <p>All of the submitted projects MUST have involved the provision of Oil and Gas Royalty Services. Oil and Gas Royalty Services experience is defined as experience working with the oil and gas industry or regulators thereto as they engage in or regulate the production of and processing of Oil and Gas, including elements of royalty determination or any part thereof; and also as experience working with oil and gas resource owners in the administration, determination and collection of the royalties due under the resource owner's oil and gas dispositions.</p> <p>At least one (1) of the submitted projects MUST have involved the provision of services within the province of Alberta.</p> <p>Each submitted project MUST meet the following minimum time and cost requirements: length of the project must be at least two months; and value of the contracted work must be at least \$15,000.</p> <p><i>As evidence of compliance with M2, Bidders cannot use an individual proposed Resource's project experience obtained while working for or on behalf of another entity. Irrespective of the qualifications and experience of the proposed Resource, if the project was not entered into and successfully completed by the Bidder, the project summary cannot be submitted as evidence of the Bidder's compliance with M2.</i></p>		

<p>Within each project summary provided, the Bidder must indicate (a-i):</p> <ul style="list-style-type: none"> a) the name and a brief description of the client organization; b) a brief description of the scope and complexity of the project; c) the dates/duration (in years/months) of the project; d) the dollar value of the project to the Bidder; e) the number and role of Bidder Resources/personnel involved in the project; f) the total Bidder level of effort (in days) for the duration of the project; g) a description of the services provided by the Bidder during the project; h) a summary of the project objectives, needs, and issues which necessitated the contribution of the Bidder, together with the particular contributions of the Bidder project team members; and i) the outcome and results of the Bidder's contribution, together with the extent to which the project finished on-time, on-budget and in accordance with the established project goals. <p>The Bidder is encouraged to provide detailed responses for each of the requirements set out in the Project Summary Form.</p> <p><i>Canada reserves the right to contact the named client references for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Bid. Should Canada choose to contact the references and should one (1) or more provide a negative reference regarding the accuracy or veracity of the Bidder's information, the Bid will be deemed non-responsive and given no further consideration.</i></p>		
<p>M3. Proposed Resources</p> <p>The Bidder MUST include, within their proposal, a detailed and separate curriculum vitae (C.V.) for each proposed resource. C.V.'s MUST include:</p> <ul style="list-style-type: none"> a) chronological work experience related to Oil and Gas Royalty Services as defined in M2 (indicated in years/months); b) a detailed listing of relevant experience with regards to the services for which they are being proposed; c) educational and professional designation attainments; d) all other academic credentials; and e) language proficiencies (reading, writing, and speaking) for English. <p>The Bidder MUST ensure that the submitted C.V. for each proposed resource is sufficiently detailed to enable a full evaluation based on Point Rated Criterion R2. The Bidder may propose one person to fulfill one or more resources.</p>		

<p>The proposed resources must include:</p> <ul style="list-style-type: none"> i. one Project Manager; ii. one Business Analyst, with recent (in the last 60 months) experience in the analysis and implementation of an emerging requirement or royalty regime change in the oil and gas sector in Canada; iii. one or more Production Accountants; iv. one Technical Writer. 		
<p>M4. Proposed Approach and Methodology</p> <p>The Bidder MUST indicate, through a written description of approximately 1000 words, its proposed approach and methodology to be utilized in the provision of Oil and Gas Royalty Services to IOGC under any resulting Contract.</p> <p>The Bidder's description MUST be sufficiently detailed to enable IOGC to assess it against the evaluation factors outlined in Point-Rated Criterion R3.</p> <p>At least two (2) of the following three (3) specific areas of Oil and Gas Royalty Services must be reflected in one or more of the submitted projects wherein services were provided and the specific area(s) were directly within the project(s):</p> <ul style="list-style-type: none"> 1. verification of royalty obligations and balances owing/overpaid; 2. operational support to the Royalty Group; and 3. special projects involving one or more of the following service areas: <ul style="list-style-type: none"> a. emerging requirements and identified gaps; b. royalty regime changes; and c. integrity of IOGC royalty data. 		

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.

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>

A.2 Rated Requirements

Proposals meeting ALL mandatory requirements will be evaluated and point-rated against the following point-rated criteria, using the evaluation factors and weighting indicators specified for each criterion. Evaluation in response to these criteria is based on a “rules of evidence” approach; that is, the AANDC Evaluation Committee may only evaluate a Bidder on the basis of the contents of the Bidder’s submitted proposal, and NOT on any prior knowledge or experience with the Bidder or the Bidder’s work. It is the responsibility of the Bidder to ensure the completeness, clarity, and provision of sufficiently detailed evidence to enable the AANDC Evaluation Committee to evaluate the Bidder’s proposal on the basis of the criteria contained within.

The following scale will be utilized in relation to the evaluation factors for R1 (a-c) and R3:

- Excellent = 10 points
- Very good = 8 points
- Good = 6 points
- Fair = 4 points
- Poor = 2 points
- Not addressed = 0 points

Point-Rated Criterion	Weight	Evaluation Factors	Cross Reference to Proposal
<p>R1 Corporate Experience - Project Summaries</p> <p>The two (2) project summaries submitted as evidence of compliance with Mandatory Requirement M2 will be evaluated on the basis of their relevance to IOGC’s requirements for Oil and Gas Royalty Services (as outlined in the SOW) in nature, size, scope and approach.</p>	/80	<ul style="list-style-type: none"> a) Similarity and relevance of the client organization’s environment and requirements in which the Bidder provided services, to IOGC’s as described in the SOW (up to 10 points/project); b) The scope and complexity of services provided by the Bidder during the cited project, and the extent to which this range of services is consistent with IOGC’s requirement as expressed within the SOW (up to 10 points/project); c) The approach and methodologies utilized by the Bidder during the cited project, and the extent to which they are relevant to IOGC’s requirements 	

		<p>as expressed within the RFP (up to 10 points/project);</p> <p>d) Experience within the following, beyond the minimum requirements (up to 20 points):</p> <ul style="list-style-type: none"> i. Oil and gas royalty services related to regulations in the province of Alberta (1 project = 5 points; 2 projects = 10 points); and ii. Oil and gas royalty services related to regulations in the province of Saskatchewan (1 project = 5 points; 2 projects = 10 points). 	
<p>R2 Proposed Resources – Project Team</p> <p>Using the submitted curriculum vitae for each of the Bidder’s proposed resources, as provided in M3, the breadth and depth of the resource(s)’ experience, knowledge and understanding in the Oil and Gas Royalty Service area(s) for which the resource is proposed will be evaluated.</p> <p>Rating scale for a) and c):</p> <p>Excellent = 5 points Very good = 4 points Good = 3 points Fair = 2 points Poor = 1 points Not addressed = 0 points</p>	<p>/60</p>	<p>As evidenced in the C.V.’s, up to a maximum of 5 points will be awarded for each factor for each resource.</p> <p>Project Manager:</p> <ul style="list-style-type: none"> a) Demonstrated knowledge and understanding in the context of royalty verification, royalty regime changes, and emerging requirements that would impact the oil and gas royalty function within a provincial or federal government; b) Length of experience regarding Oil and Gas Royalty Services; and c) Relevance of experience with respect to services outlined in the SOW. <p>Business Analyst:</p> <ul style="list-style-type: none"> a) Demonstrated knowledge and understanding in the context of royalty verification, royalty regime changes, and emerging requirements that would impact the oil and gas royalty function within a provincial or federal government; b) Length of experience regarding Oil and Gas Royalty Services; and c) Relevance of experience with respect to services outlined in the SOW. 	

<p>Rating scale for b):</p> <p>97+ months = 5 points 61-96 months = 4 points 37-60 months = 3 points 25-36 months = 2 points 13-24 months = 1 point 0-12 months = 0 points</p>		<p>Production Accountant:</p> <ul style="list-style-type: none"> a) Demonstrated knowledge and understanding in the context of royalty verification, royalty regime changes, and emerging requirements that would impact the oil and gas royalty calculations for industry or for a provincial or federal government; b) Length of experience regarding verification of royalty obligations at the provincial or federal government level; and c) Relevance of experience with respect to services outlined in the SOW. <p>Technical Writer:</p> <ul style="list-style-type: none"> a) Demonstrated knowledge and understanding of the types of technical documents and publications in the context of royalty verification, royalty regime changes, and emerging requirements that would be required for the oil and gas royalty function within a provincial or federal government; b) Length of experience regarding technical writing related to Oil and Gas Royalty Services; and c) Relevance of experience with respect to services outlined in the SOW. 	
<p>R3 Proposed Approach and Methodology</p> <p>The Bidder will be evaluated based on the Bidder's description of its proposed work approach and methodology with respect to the delivery of Oil and Gas Royalty Services.</p>	<p>/60</p>	<ul style="list-style-type: none"> a) Project and work planning, management and control including: <ul style="list-style-type: none"> i. Quality control and assurance (up to 10 points); ii. Time and cost control (up to 10 points); iii. Reporting (up to 10 points); and iv. Identification of potential project risks and possible mitigation strategies (up to 10 points); b) Depth and detail indicating comprehension of the requirements (up to 10 points) 	

		c) Implementation support and knowledge transfer (up to 10 points).	
Total Point-Rated (R1-R3) Score	/200	Bidders must achieve a minimum score of 50% in each of R1 (40/80), R2 (30/60) and R3 (30/60), and a minimum score of 60% (120/200) overall.	

TASK AUTHORIZATION FORM



Government of Canada

Gouvernement du Canada

RECEIVED

JUL 14 2014

Contract Number / Numéro du contrat

80-14-0002

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 Support 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"/>
Specify country(les): / Préciser le(s) pays:	Specify country(les): / Préciser le(s) pays:	Specify country(les): / Préciser le(s) pays:
7. c) Level of Information / Niveau d'Information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input checked="" type="checkbox"/>	NATO NON CLASSIFIED <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO RESTRICTED <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO DIFFUSION RESTREINTE <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	NATO CONFIDENTIAL <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>	NATO SECRET <input type="checkbox"/>	TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>	NATO CONFIDENTIEL <input type="checkbox"/>	TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>
	NATO SECRET <input type="checkbox"/>	
	COSMIC TOP SECRET <input type="checkbox"/>	
	COSMIC TRÈS SECRET <input type="checkbox"/>	



Contract Number / Numéro du contrat 80-14-0002
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? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? Non 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? No Yes
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? Non 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? No Yes
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? Non Oui
 If Yes, will unscreened personnel be escorted? No Yes
 Dans l'affirmative, le personnel en question sera-t-il escorté? Non 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? No Yes
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets? No Yes
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? Non 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? No Yes
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? Non 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? No Yes
 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? Non Oui

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



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).



Aboriginal Affairs and Northern Development Canada

IT Security Safeguard Requirements

Contractor Name	RFP/Contract
Contract Number	80-14-0002
Document Number:	4851338
Date:	July 14, 2014
Designation / Classification	Unclassified



Overview

As per the Security Requirement Checklist (SRCL) for contract # 80-14-0002, 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 ▪ 3DES-168 Bit

		<ul style="list-style-type: none"> ▪ AES-128 Bit ▪ AES-192 Bit ▪ AES-256 Bit • 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
	<p>Wireless Communications</p>	<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.
	<p>AANDC Secure File Exchange</p>	<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.aandc-aandc.gc.ca/policy/sfe_Acceptable_use_policy.html)
	<p>AANDC Collaboration Service</p>	<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
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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.



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				
Statement of Work: Description of any Deliverable(s) required (including the required format and media)				
2. PERIOD OF SERVICES		From:		To:
3. Work Location				
4. Travel Requirements				
5. Other Conditions /Restraints				
6. Task Proposal (insert rows as required) Check []:	Estimated Cost []	Fixed Price []		
7. LEVEL OF SECURITY CLEARANCE REQUIRED FOR THE CONTRACTOR'S PERSONNEL				
[] Reliability Status [] Secret [] Top Secret [] Other				
8. BILINGUALISM (if applicable)				
		[] YES	[] 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>		