

Demande no 1

Référence : Pièces GI-4, document 7.6, page 5.

Préambule : *The contract between EGD and Accenture for use of the system is for 10 years. The contract may be cancelled and the system repatriated by EGD at any time.*

Questions :

- a) Y a-t-il des dispositions spécifiques concernant l'utilisation du système au terme de la période de 10 ans?

Are there specific provisions concerning the use of the system at the end of the 10-year period?

Answer 1a) :

Yes. The contract may be renegotiated and further extended or the system may be repatriated by EGD at an agreed upon price. EGD could also discontinue use of the system and seek an alternative solution. Deloitte was informed that Gazifère would be included in any discussions related to the selection of an appropriate option at that time.

- b) Le contrat prévoit-il une période de transition si EGD décide de récupérer le système i) en cours de contrat, et ii) en fin de contrat?

Does the contract provide for a transition period should EGD decide to repatriate the system (i) during the contract, and (ii) at the end of the contract?

Answer 1b) :

Yes, during the contract and at the end of the contract.

- c) Dans l'éventualité où EGD récupère le système et en fait la gestion, comment seraient évalués les coûts totaux desquels découlent les charges allouées à Gazifère?

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In the event EGD repatriates and manages the system, how would the total costs from which the charges allocated to Gazifère are derived be evaluated?

Answer 1c) :

Depreciation and operational costs related to the system will need to be determined and would form the new cost base for which the charges to Gazifère would be developed.

Demande no 2

Référence : Pièces GI-4, document 7.6, page 5.

Préambule : *Component 2 of the EnVision solution includes the implementation of a wireless network and supporting devices that will allow field personnel to interact directly with the WAMS system. This functionality will enable employees and contractors to receive and complete work electronically in the field.*

Questions :

- a) Veuillez clarifier si le « *field personnel* » comprend les employés et les sous-traitants.

Please clarify whether “*field personnel*” includes employees and contractors.

Answer 2a):

Field personnel will definitely include Gazifère’s outside workers. As for contractors, the decision has not yet been finalized as it will depend on costs and benefits.

- b) Comment les sous-traitants communiqueront-ils avec le système EnVision?

How will contractors communicate with the EnVision system?

Answer 2b):

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At the moment, contractors have been provided with limited access to the system which allows them to view work assigned to them and enter completion details when assignments are completed. With the introduction of FFT, should the contractors participate, access to the EnVision system would be provided via technology in the field.

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Référence : Pièces GI-4, document 7.6, page 6.

Préambule : *Gazifère receives a charge for the usage and maintenance of WAMS from EGD.*

Questions :

- a) Gazifère prévoit-elle récupérer des sous-traitants une partie des coûts payés à EGD pour l'utilisation du WAMS ?

Does Gazifère plan to recover from contractors a portion of the costs paid to EGD for the usage of WAMS?

Answer 3a):

No.

- b) Si oui, de quelle manière?

If so, how?

Answer 3b):

N/A.

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Référence : Pièces GI-4, document 7.6, page 7.

Préambule :

" However, it is our opinion that the current non existence of the SLA should not invalidate the charge, given : ...

... - that EGD will provide a representative of Gazifère with access to the Service Agreement between Accenture and EGD to scrutinize in order to determine the extent of the charges related to the services and service levels provided by Accenture."

Questions:

- a) Nous en déduisons que Gazifère n'obtiendra pas de copie de l'entente entre Accenture et EGD, mais plutôt, une seule personne pourra accéder à l'entente pour s'assurer de l'ampleur des charges reliés aux services offerts par Accenture. Veuillez confirmer l'exactitude de notre compréhension et la clarifier au besoin.

From this we deduce that Gazifère will not obtain a copy of the agreement between Accenture and EGD, but rather, a single individual will be able to access the agreement to ascertain the extent of the charges related to the services provided by Accenture. Please confirm the accuracy of our understanding and provide clarification, if necessary.

Answer 4a):

The contract between Accenture and EGD is confidential in nature and requires written authorization by both parties in order for any of the terms to be made public. As such, EGD would like to limit access to the contract. However, in order to ensure that Gazifère can verify the terms and service costs contained in the contract, EGD is willing to provide access to the document to an individual from Gazifère. The individual selected will have the appropriate knowledge and background required to review and understand the terms of the contract.

- b) Y a-t-il dans l'entente entre Accenture et EGD des dispositions spécifiques interdisant EGD d'en transmettre copie aux compagnies affiliées qui en partagent les coûts?

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Does the agreement between Accenture and EGD contain specific provisions prohibiting EGD from sending a copy of the agreement to the affiliated companies that share the related costs?

Answer 4b):

Yes. As mentioned in the previous response to question 4(a), the contract between Accenture and EGD is confidential in nature and requires written authorization by both parties in order for any of the terms to be made public.

Demande no 5

Référence : Pièces GI-4, document 7.6, page 12 (Improved Productivity).

Préambule :

"...Increased efficiency in the used of Gazifère employees should result in less use of the more expensive contractor resources". Increased efficiencies in scheduling the work of contractors should reduce the amount of time that the contractors will work and thus reduce Gazifère expenses accordingly."

Questions:

- a) Veuillez expliquer en quoi le recours aux employés de Gazifère réduit le recours aux ressources les plus dispendieuses des sous-traitants. À quelles fonctions ou tâches fait-on référence?

Please explain how the use of Gazifère employees results in less use of the more expensive contractor resources. To which functions or tasks does this refer?

Answer 5a):

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It is our understanding based on discussions with EGD and Gazifère that a more efficient and effective work management system, as provided by the increased functionality of WAMS, would improve the ability of Gazifère to forecast and schedule the work of Gazifère employees and thus improve upon the productivity of these resources. More productive use of Gazifère employees should logically lead to a reduction in the use of more expensive contractors. The specific functions or tasks would relate to those performed by the employees and contractors performing the work.

- b) Les réductions potentielles des coûts ont-elles été identifiées et quantifiées?. Si oui, quelles sont-elles?

Have the potential cost reductions been identified and quantified? If so, what are they?

Answer 5b):

Deloitte was not provided with any quantifiable savings related to the potential benefits described in response to question 5 (a) above.

Deloitte was informed by Gazifère that since monitoring tools do not presently exist, potential cost reductions have not been quantified at this time.