

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

| | |
|---|--|
| Title - Sujet ADVISORY SERVICES | |
| Solicitation No. - N° de l'invitation 23530-140468/B | Date 2014-05-22 |
| Client Reference No. - N° de référence du client 23530-140468 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ZQ-015-27653 | |
| File No. - N° de dossier 015zq.23530-140468 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-07-02 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: McCutcheon, Michele | Buyer Id - Id de l'acheteur 015zq |
| Telephone No. - N° de téléphone (819) 956-1100 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 11TH FL.C3-1 580 BOOTH ST OTTAWA Ontario K1A0E4 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
 Services Procurement-Instruments Management
 Division/Approvisionnement de services-Gestion des
 instruments
 11 Laurier St. / 11, rue Laurier
 11C1, Place du Portage III
 Gatineau
 Quebec
 K1A 0S5

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

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4. Term of Contract

5. Authorities

Notice to the Bidder: *If the selected Bidder provided in accordance with the article 3 of Part 2 information on its status with respect to being a Former Public Servant in receipt of a Public Service Superannuation Act (PSSA) pension, the full text of SACC Manual clause A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants, will form part of the resulting Contract as article 6, and the articles below will be renumbered accordingly.*

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Foreign Nationals (Foreign Contractor)

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This bid solicitation cancels and supersedes previous bid solicitation number 23530-140468/A dated January 9, 2014 with a closing of February 24, 2014 at 2:00 EST.

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include Pricing Schedule, Technical Criteria and Certifications Precedent to Contract Award.

The Annexes include the Statement of Work, Basis of Payment, Security Requirements Check List and Task Authorization Form.

2. Summary

- 2.1** Natural Resources Canada requires the services of a Contractor to provide advisory services as defined in Annex "A" Statement of Work. Services will be required from the date of Contract award until March 31, 2015, with an option to extend the Contract by one additional one-year period.
- 2.2** There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents web site.

3. Debriefings

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Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2014-03-01), *Standard Instructions - Goods or Services - Competitive Requirements*, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: one hundred and twenty (120) calendar days.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids transmitted to PWGSC by electronic mail will not be accepted.

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

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award.

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

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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 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 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.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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; and
- g) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

If the answer to the question and, as applicable, the information are not submitted in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

5. Applicable Laws

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

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

6. Basis for Canada's Ownership of Intellectual Property

Natural Resources Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, on the following grounds:

where the material developed or produced consists of material subject to copyright, with the exception of computer software and all documentation pertaining to that software.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (4 hard copies) and 1 soft copy on USB stick;
Section II: Financial Bid (1 hard copy);
Section III: Certifications (1 hard copy); and

Section IV: Additional Information (1 hard copy).

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

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

To assist Canada in reaching its objectives, bidders should :

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

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

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

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.
- 1.2** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable, and Applicable Taxes excluded.
- 1.3** When preparing their financial bid, bidders should review the basis of payment in Annex A and clause 1.2, Financial Evaluation, of Part 4.

1.4 Bidders should include the following information in their financial bid:

1. Their legal name;
2. Their Procurement Business Number (PBN); and
3. The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - a. their bid; and
 - b. any contract that may result from their bid.

1.5 SACC Manual Clauses

C3011T(2010-01-11), Exchange Rate Fluctuation

Section III: Certifications

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation.

Section IV: Additional Information

In Section IV of their bid, Bidders should provide:

- For Part 2, article 3, Former Public Servant: the required answer to each question and, as applicable, the required; and
- For Part 6, article 1, Security Requirement:
 - the name of all individuals who will require access to classified or protected information, assets or sensitive work sites; and
 - the address(es) containing the information below of proposed location(s) of work performance or document safeguarding.

Address:

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

City, Province, Territory / State

Postal Code / Zip Code

Country

ATTACHMENT 1 to PART 3 PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid once completed. As a minimum, the Bidder must respond to this pricing schedule by including in its financial bid their prices for each of the identified Milestones as well as its quoted all inclusive fixed daily rate (in Cdn \$) for each of the resource categories identified and for each of the periods specified below.

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.

1.0 Phase 1

| Milestone | Description | Firm Price |
|---------------------------------------|---|------------|
| Kick-off meeting | Meeting to discuss details related to the project methodology, tools, deliverables and milestones | \$ |
| Phase 1a deliverables | Detailed analysis of two (2) typical large scale energy infrastructure projects | \$ |
| Phase 1b deliverables | Analysis of sensitivity factors related to large scale energy infrastructure projects | \$ |
| Identification of options for Phase 2 | Meeting to review and discuss Phase 1 results and identify options for Phase 2 analysis | \$ |

2.0 Optional Phase 2

| Category | Quoted All-Inclusive Fixed Daily Rate (in CDN \$) | Weighting*** | Total |
|-------------------------------|---|--------------|---------|
| | A | B | C= A xB |
| Project Leader | | 0.4 | |
| Senior Analyst | | 0.4 | |
| Analyst** | | 0.2 | |
| Total Optional Phase 2 | | | |

**Any resource other than the Project Leader or Senior Analyst will be considered an Analyst and will be paid at the rate of an Analyst, regardless of the type of work performed.

***If only a Project Leader and a Senior Analyst are proposed, the Project Leader and Senior Analyst would both be weighted at 0.5.

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3.0 Total Evaluated Price

The Total Evaluated Price is the sum of:

Phase 1 + (Optional Phase 2 x 150 days)

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

Refer to Attachment 1 to Part 4.

1.1.2 Point Rated Technical Criteria

Refer to Attachment 1 to Part 4. Point-rated technical criteria not addressed will be given a score of zero.

1.2 Financial Evaluation

- 1.2.1** The volumetric data included in the pricing schedule detailed in Attachment 1 to Part 3 are provided for bid evaluated price determination purposes only. They are not to be considered as a contract guarantee.
- 1.2.2** For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

2. Basis of Selection

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

- 1.** To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all the mandatory evaluation criteria; and
 - (c) obtain the required minimum number of points specified in Attachment 1 to Part 4 for the point rated technical criteria.
- 2.** Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.
- 3.** The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i) : $PS_i = LP / P_i \times 40$. P_i is the evaluated price (P) of each responsive bid (i).

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4. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):
 $TMS_i = OS_i \times 60$. OS_i is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1 to Part 4, determined as follows: total number of points obtained / maximum number of points available.
5. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: $CR_i = P_{Si} + TMS_i$.
6. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.
7. 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 the technical merit and price, respectively.

| Basis of Selection - Highest Combined Rating of Technical Merit (60%) and Price (40%) | | | |
|--|---|-----------------------------------|------------------------|
| Bidder | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Score for All the Point Rated Technical Criteria | OS1: 120/135 | OS2: 98/135 | OS3: 82/135 |
| Bid Evaluated Price | P1: C\$60,000 | P2: C\$55,000 | LP and P3: C\$50,000 |
| Calculations | Technical Merit Score (OSi x 60) | Pricing Score (LP/Pi x 40) | Combined Rating |
| Bidder 1 | $120/135 \times 60 = 53.33$ | $50/60 \times 40 = 33.33$ | 86.66 |
| Bidder 2 | $98/135 \times 60 = 43.55$ | $50/55 \times 40 = 36.36$ | 79.91 |
| Bidder 3 | $82/135 \times 60 = 36.44$ | $50/50 \times 40 = 40.00$ | 76.44 |

ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

1.1.1 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

For the purposes of the mandatory technical criteria, "Project" is defined as a "project with a total capital expenditure value equal to or exceeding \$500 million and whereby the Bidder has provided financial advice or analysis to an actual or potential developer, purchaser, or guarantor (either internal or external to the Bidder's organization) related to:

1. The development or purchase of a project;
2. The credit worthiness evaluation of a project;
3. Financial analysis and expected economic impacts of the project including revenue streams, rates of return or revenue requirement, taxes and direct employment".

"Natural Resource Project" is defined as a "Project (as defined above) that will directly enable development, processing, transportation, and/or export of natural resources (i.e. energy, minerals and metals, forest products)."

"Large Scale Energy Project" is defined as a "Project (as defined above) that will directly enable the development, processing, transportation and/or export of oil and gas products."

For each project cited in response to a Mandatory Technical Criterion below, the Bidder must provide the following information:

- Name of client;
- Description of project and relevance to the SOW;
- Description of Bidder team members' roles and responsibilities in the project;
- For a completed project provide the start and end dates (i.e. month/year - month/year);
- For an in-progress project provide start date and description of work completed to date including the percentage of work completed; and
- Total capital expenditure value of the project.

For each project cited in response to a Mandatory Technical Criterion below, the Bidder should provide the following information:

- Reference name; and
- Reference email address and telephone number.

| Item | Mandatory Requirement | Compliant (Yes/No) | Reference to Bidder's Proposal |
|-----------|--|--------------------|--------------------------------|
| M1 | The Bidder must demonstrate that the Project Leader and the Senior Analyst have at least ten (10) years of experience each in undertaking economic and financial analysis | | |
| M2 | The Bidder must demonstrate that the Project Leader and the Senior Analyst have, in the past ten (10) years from date of bid closing, a minimum of ten (10) years combined experience working on Natural Resource Projects. | | |
| M3 | The Bidder must demonstrate that the Project Leader or the Senior Analyst must have worked on, in the past ten (10) years from date of bid closing, at least one (1) Large Scale Energy Project with a total capital expenditure value of more than \$2 billion. | | |
| M4 | The Bidder must include a workplan identifying the specific tasks to be undertaken in performing Phase 1 of the Statement of Work, the timing of each task, the role of each team member in each task, and project milestones. | | |

1.1.2 Point Rated Technical Criteria

Bids which meet the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain 600 points will be declared non-responsive. Each point-rated technical criterion should be addressed separately.

For the purposes of the Point Rated Technical Criteria, "Project" is defined as a "project with a total capital expenditure value equal to or exceeding \$500 million and whereby the Bidder has provided financial advice or analysis to an actual or potential developer, purchaser or guarantor (either internal or external to the Bidder's organization) related to:

- The development or purchase of a project;
- The credit worthiness evaluation of a project; or
- Financial analysis and expected economic impacts of the project including revenue streams, rates of return or revenue requirement, taxes and direct employment".

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"Large Scale Energy Project" is defined as a "Project (as defined above) that will directly enable the development, processing, transportation and/or export of oil and gas products."

For each project cited in response to the Point Rated Technical Criterion below, the Bidder must provide the following information:

- Name of client;
- Description of project and relevance to the SOW;
- Description of Bidder team members' roles and responsibilities in the project;
- For a completed project provide the start and end dates (i.e. month/year - month/year);
- For an in-progress project provide start date and description of work completed to date including the percentage of work completed; and
- Total capital expenditure value of the project.

For each project cited in response to a Mandatory Technical Criterion below, the Bidder should provide the following information:

- Reference name; and
- Reference email address and telephone number.

| Item | Rated Requirements | Points Breakdown | Max Points | Demonstrated Compliance, cross reference to Resumes |
|-----------|---|---|------------|---|
| R1 | <i>Project Leader Experience:</i> The Bidder should demonstrate the experience of the Project Leader by citing each of the Natural Resource Projects that he or she has led in the following areas: Financial characteristics of the project: R1.1 - Project financing R1.2 - Corporate financing Major component of the project: R1.3 - Energy product processing R1.4 - Energy product transportation R1.5 - Energy product export Type of project: R1.6 - Oil transmission pipeline | For R1.1 - R1.12 points will be awarded as follows: 0 project - 0 1 project - 6 2 projects - 10 3 projects - 13 4+ projects - 15 | 250 | |

| Item | Rated Requirements | Points Breakdown | Max Points | Demonstrated Compliance, cross reference to Resume |
|-----------|--|---|------------|--|
| | <p>R1.7 - Natural gas transmission pipeline R1.8 - Oil refinery R1.9 - Liquefied natural gas facility</p> <p>Project ownership arrangement: R1.10 - Joint venture R1.11 - Public-Private-Partnership R1.12 - Aboriginal equity participation</p> <p>Project capital expenditure value: R1.13 - Total capital expenditure value greater or equal to \$4 billion</p> <p>In order to be considered a valid project for R1 criteria, a project must have been completed within the last ten years from date of bid closing.</p> <p>A single project can be applied to more than one of the criteria above if it meets the description.</p> | <p>For R1.13 points will be awarded as follows:</p> <p>0 projects - 0 1 project - 35 2 projects - 55 3+ projects - 70</p> | | |
| R2 | <p>Senior Analyst Experience:</p> <p>The Bidder should demonstrate the experience of the Senior Analyst by citing each of the Natural Resource Projects that he or she has worked on in the following areas:</p> <p>Financial characteristics of the project: R2.1 - Project Financing R2.2 - Corporate Financing</p> <p>Major Component of the project: R2.3 - Energy product processing R2.4 - Energy product transportation R2.5 - Energy product export</p> <p>Type of project: R2.6 - Oil transmission pipeline R2.7 - Natural gas transmission pipeline R2.8 - Oil refinery R2.9 - Liquefied natural gas facility</p> | <p>For R2.1 - R2.12 points will be awarded as follows:</p> <p>0 projects - 0 1 project - 6 2 projects - 10 3 projects - 13 4+ projects - 15</p> | 250 | |

| Item | Rated Requirements | Points Breakdown | Max Points | Demonstrated Compliance, cross reference to Resumes | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------|--|---|------------|---|-----------|----|------------|----|------------|----|------------|----|-------------|----|------------|---|-----------|----|------------|----|------------|----|------------|----|-------------|----|------------|--|
| | <p>Project ownership arrangement: R2.10 - Joint venture R2.11 - Public-Private-Partnerships R2.12 - Aboriginal equity participation</p> <p>Project capital expenditure value: R2.13 - Total capital expenditure value greater or equal to \$2 billion</p> <p>In order to be considered a valid project for R2 criteria, a project must have been completed within the last ten (10) years from date of bid closing.</p> <p>A single project can be applied to more than one of the criteria above if it meets the description.</p> | <p>For R2.13 points will be awarded as follows:</p> <p>0 projects - 0 1 project - 35 2 projects - 55 3+ projects - 70</p> | | | | | | | | | | | | | | | | | | | | | | | | | | |
| R3 | <p>Team Experience:</p> <p>For R3.1 to R3.8 the Bidder's bid should demonstrate Team Members' experience (including the Project Leader and the Senior Analyst) by citing each of the Natural Resource Projects that team members have worked on in each of the following areas:</p> <p>R3.1 – Construction and cost-overflow risk assessment R3.2 – Financial risk assessment and project economics of large scale energy projects R3.3 – Energy price risk assessment R3.4 – Risks associated with environmental assessment or Aboriginal land claims R3.5 – Natural resource projects with significant inter-jurisdictional trade component R3.6 – Negotiation of financial instruments</p> | <p>For R3.1 and R3.2 points will be awarded as follows:</p> <table border="0"> <tr><td>0 projects</td><td>0</td></tr> <tr><td>1 project</td><td>15</td></tr> <tr><td>2 Projects</td><td>27</td></tr> <tr><td>3 projects</td><td>36</td></tr> <tr><td>4 projects</td><td>42</td></tr> <tr><td>5+ projects</td><td>45</td></tr> </table> <p>For R3.3 – R3.6 points will be awarded as follows:</p> <table border="0"> <tr><td>0 projects</td><td>0</td></tr> <tr><td>1 project</td><td>10</td></tr> <tr><td>2 Projects</td><td>18</td></tr> <tr><td>3 projects</td><td>24</td></tr> <tr><td>4 projects</td><td>28</td></tr> <tr><td>5+ projects</td><td>30</td></tr> </table> | 0 projects | 0 | 1 project | 15 | 2 Projects | 27 | 3 projects | 36 | 4 projects | 42 | 5+ projects | 45 | 0 projects | 0 | 1 project | 10 | 2 Projects | 18 | 3 projects | 24 | 4 projects | 28 | 5+ projects | 30 | 260 | |
| 0 projects | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 project | 15 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Projects | 27 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 projects | 36 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 projects | 42 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5+ projects | 45 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 0 projects | 0 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 project | 10 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 Projects | 18 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 projects | 24 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 projects | 28 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5+ projects | 30 | | | | | | | | | | | | | | | | | | | | | | | | | | | |

| Item | Rated Requirements | Points Breakdown | Max Points | Demonstrated Compliance, cross reference to Resume | | | | | | | | | | | | |
|-------------|---|---|------------|--|-----------|---|------------|----|------------|----|------------|----|-------------|----|--|--|
| | <p>For R3.7 to R3.8, the Bidder's bid should demonstrate Team Members' experience (excluding Project Leader and the Senior Analyst) by citing each of the Natural Resource Projects that team members have worked on in each of the following areas:</p> <p>R3.7 – Project financing R3.8 – Corporate financing</p> <p>For R3.1 – R3.8, a single project can be applied to more than one of the criteria above if it meets the description.</p> | <p>For R3.7 – R3.8 points will be awarded as follows:</p> <table border="0"> <tr> <td>0 projects</td> <td>0</td> </tr> <tr> <td>1 project</td> <td>8</td> </tr> <tr> <td>2 Projects</td> <td>14</td> </tr> <tr> <td>3 projects</td> <td>18</td> </tr> <tr> <td>4 projects</td> <td>22</td> </tr> <tr> <td>5+ projects</td> <td>25</td> </tr> </table> | 0 projects | 0 | 1 project | 8 | 2 Projects | 14 | 3 projects | 18 | 4 projects | 22 | 5+ projects | 25 | | |
| 0 projects | 0 | | | | | | | | | | | | | | | |
| 1 project | 8 | | | | | | | | | | | | | | | |
| 2 Projects | 14 | | | | | | | | | | | | | | | |
| 3 projects | 18 | | | | | | | | | | | | | | | |
| 4 projects | 22 | | | | | | | | | | | | | | | |
| 5+ projects | 25 | | | | | | | | | | | | | | | |
| R4 | <p>Overall Project Management Approach</p> <p>The Bidder's workplan should describe the overall management approach to the project including:</p> <ul style="list-style-type: none"> • Allocation of roles and responsibilities in relation to the tasks outlined in the SOW; • Description of how the project team will work together; and • Project timelines. | See R4 rating guide below | 120 | | | | | | | | | | | | | |
| R5 | <p>Detailed Analysis of typical projects and identification and analysis of issues and drivers related to capital spending:</p> <p>In the workplan, the Bidder should describe and provide rationale for the proposed methodology for:</p> <p>R5.1 – Developing detailed overviews of two (2) typical large scale energy infrastructure projects (i.e. LNG facility and oil transmission pipeline project), including</p> | See R5 rating guide below | 420 | | | | | | | | | | | | | |

| Item | Rated Requirements | Points Breakdown | Max Points | Demonstrated Compliance, cross reference to Resume |
|---|--|------------------|-------------|--|
| | <p>analysis of financial metrics and economic impacts. (80 points)</p> <p>R5.2 – Conducting a sensitivity analysis of the major assumptions regarding project capital costs, operating costs and revenue streams. (60 points)</p> <p>R5.3 – Evaluating key sensitivity factors, including capital structure, costs, price and policy factors related to large scale energy infrastructure projects in Canada. (100 points)</p> <p>R5.4 – Identifying and evaluating different financial arrangement scenarios for the projects described in Phase 1a, including description and analysis of corporate governance structure and the economic, market and financial effects and impacts. (120 points)</p> <p>R5.5 – Analysing the key differences between different financial arrangement scenarios. (60 points)</p> | | | |
| Total Points Available: | | | 1300 | |
| Total Points Needed to be Considered Compliant | | | 600 | |

R4 – Rating Guide

| Factor | | Description of Rating |
|--------|-----------|---|
| 1.0 | Excellent | Extensive detail provided on how the Bidder will manage the overall project, including reasonable timelines, appropriate allocation of roles and responsibilities Overall project management is outstanding. |
| 0.8 | Very Good | Very good level of detail provided on how the Bidder will manage the overall project, including timelines and allocation of roles and responsibilities. Overall project management fully meets the requirement. |
| 0.6 | Good | Good level of detail provided on how the Bidder will manage the overall project, including some information on timelines and roles and responsibilities. Lacks clarity in some areas. Overall project management is good. |
| 0.4 | Fair | Level of detail provided somewhat addresses how the Bidder |

| | | |
|-----|--------------|---|
| | | will manage the overall project.. Overall project management is acceptable. |
| 0.2 | Poor | Few details were provided. Overall project management is unacceptable. |
| 0 | Unacceptable | Did not provide requested information. |

R5 - Rating Guide

For each element of R5 (R5.1-R5.5) the Bidder's methodology will be evaluated by the detail provided and in the rigour of the approach.

| Factor | | Description of Rating |
|--------|--------------|---|
| 1.0 | Excellent | Extensive details provided on the Bidder's analytical methodology. Proposed methodology is clear, thorough and very rigorous, and will provide very useful outputs. |
| 0.8 | Very Good | Very good level of detail provided on the Bidder's analytical methodology. Proposed methodology is clear, rigorous and thorough, and will likely provide useful outputs. |
| 0.6 | Good | Reasonable level of detail provided on the Bidder's analytical methodology. Proposed methodology is clear with an acceptable level of rigour, and will probably provide useful outputs. |
| 0.4 | Fair | Some details provided on the Bidder's analytical methodology, but the proposed methodology is partly unclear and the utility of the outputs is limited or difficult to estimate. |
| 0.2 | Poor | Few details provided on the Bidder's analytical methodology, and/or methodology will not provide useful outputs. |
| 0 | Unacceptable | No information provided on methodology. |

PART 5 - CERTIFICATIONS

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

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

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

1. Certifications Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

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

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://publiservice.gc.ca/services/fcp-pcf/index_f.htm) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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

1.3 Attachment 1 to Part 5, Certifications Precedent to Contract Award

The certifications included in Attachment 1 to Part 5, Certifications Precedent to Contract Award, 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 so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

ATTACHMENT 1 to PART 5 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Federal Contractors Program For Employment Equity - Certification

Insert the date: Date: _____ (YYYY/MM/DD) If left blank, the date will be deemed to be the bid solicitation closing date.

The Bidder must complete A and B.

A. *The Bidder must include in the certification one of the following statements:*

A1. The Bidder is not a Joint Venture.

or

A2. The Bidder is a Joint venture.

B. *The Bidder must include in the certification: "I, the Bidder, submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated above. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive or will constitute a default under the Contract."*

For A1, the Bidder must include in the certification: "The Bidder:" followed by the applicable statement among the statements B.1 to B.5 appearing below.

For A2: the Bidder must include in the certification for each member of the Joint Venture: 1) "I, [insert the name of the member of the Joint Venture], member of the Joint Venture: " followed by the applicable statement among the statements B.1 to B.5 appearing below.

Choose only one of the following statements:

B1. certifies having no work force in Canada.

B2. certifies being a public sector employer.

B3. certifies being a federally regulated employer being subject to the *Employment Equity Act*.

B4. certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

B5. certifies having a combined workforce in Canada of 100 or more employees; and

B5.1. certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

or

B5.2. certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to HRSDC-Labour. *As this is a condition precedent to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to HRSDC-Labour.*

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015zq

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For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

2. 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.

3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

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 7 - 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 7 - 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 7- Resulting Contract Clauses; and
- (e) the Bidder must provide the address(es) containing the information below of proposed location(s) of work performance or document safeguarding.

Address:

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

If the information is not provided in or with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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 consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents website.

PART 7 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A, and the Contractor's technical bid entitled _____, dated _____.

1.2 Task Authorization

1.2.1 Work described at Annex A, Statement of Work sections 4.2 and 5.2, will be performed under the Contract on an "as and when requested basis".

1.2.2 With respect to the Work mentioned under paragraph 1.2.1 of this clause,

1.2.2a) an obligation will come into force only when the Contractor receives a Task Authorization (TA), inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized TA;

1.2.2b) the TA Authority and limit will be determined in accordance with paragraph 1.2.3 of this clause;

1.2.2c) the Contractor must not commence work until a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a TA, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;

1.2.2d) the task description, inclusive of any revisions, included in an authorized TA must fall within the scope of the Statement of Work, in Annex A; and

1.2.2e) the TA, inclusive of any revisions, will be authorized under the Contract through the use of Annex D Task Authorization Form. An authorized TA is a completed Annex D signed by the TA Authority.

1.2.3 TA Authority and Limit

1.2.3.1 The Project Authority may authorize individual TAs, inclusive of any revisions, the sole applicable Contract basis of payment of which is Limitation of Expenditure up to a limit of \$100,000.00, Applicable Taxes extra. Any TA the total value of which would exceed that limit or any revision to a previously authorized TA that would increase the TA total value above that limit, or any revisions to any previously authorized TA the applicable Contract basis of payment of which is firm lot price must be authorized by the Contracting Authority before issuance to the Contractor.

1.2.3.2 The authority specified under paragraph 1.2.3.1 of this clause is granted subject to the sum specified in the Contract under clause 6.2.1, Limitation of Expenditure - Portion of the Work - Cumulative Total of all authorized TAs, not being exceeded.

1.2.4 TA Process

1.2.4.1 For each task or revision of a previously authorized task, the Project Authority will provide the Contractor with a request to perform a task prepared using Annex D Task Authorization Form, containing as a minimum:

1. the task or revised task description of the Work required, including:
 - i. the details of the activities or revised activities to be performed;
 - ii. a description of the deliverables or revised deliverables to be submitted; and
 - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task and, as applicable, the associated schedule of milestones.

1.2.4.2 Within 5 calendar days of its receipt of the request, the Contractor must provide the Project Authority with a signed and dated response prepared and submitted using the TA form received from the Project Authority, containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex B, to be provided, as applicable, per milestone contained in the Schedule of Milestones;
3. Names of the resources assigned to the Task.

1.2.4.3 TA Authorization

The TA Authority will authorize the TA based on:

1. the request submitted to the Contractor pursuant to paragraph 1.2.4.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 1.2.4.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task and, as applicable, the breakdown of that cost per milestone contained in the Schedule of Milestones.

1.2.4.4 The authorized TA will be issued to the Contractor by email (as an email attachment in PDF format).

1.2.5 Periodic Usage Reports - Contracts with TAs

1.2.5.1 The Contractor must compile and maintain detailed and current data on its performance of Work required and requested under TAs (inclusive of any revisions) authorized and issued under the Contract.

1.2.8.2 No later than 15 calendar days after the end of each of the reporting periods below, the Contractor must submit to the Contracting Authority and Project Authority a periodic usage report containing, in an electronic spreadsheet (such as MSOffice Excel), the data elements specified in paragraphs 1.2.5.3 and 1.2.5.4 below in the order they are presented. Where at the end of a reporting period, no changes are required to be made to the data contained in the periodic usage report submitted for the previous period, the Contractor must submit a "NIL" report to the Contracting Authority and Project Authority.

The reporting periods are defined as follows:

1st quarter: April 1 to June 30;
 2nd quarter: July 1 to September 30;
 3rd quarter: October 1 to December 31; and
 4th quarter: January 1 to March 31.

1.2.5.3 For each TA authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the TA number appearing on the TA form;
- the date the task was authorized appearing on the TA form;
- the total estimated cost of the task (Applicable Taxes extra) before any revisions appearing on the TA form;
- the following information appearing on the TA form must be included for each authorized revision, starting with revision 1, than 2, etc:
 - the TA revision number;
 - the date the revision to the task was authorized;
 - the authorized increase or decrease (Applicable Taxes extra);
 - the total estimated cost of the task (Applicable Taxes extra) after authorization of the revision;
- the total cost incurred for the task (as last revised, as applicable), Applicable Taxes extra;
- the total cost incurred and invoiced for the task (as last revised, as applicable), Applicable Taxes extra;
- the total amount of Applicable Taxes invoiced;
- the total amount paid, Applicable Taxes included;
- the start and completion date of the task (as last revised, as applicable); and
- the active status (i.e., the percentage of the work completed) of the task (as last revised, as applicable) with an explanation (as applicable).

1.2.5.4 For all TAs authorized and issued under the Contract, the data must contain the following data elements in the order presented:

- the sum (Applicable Taxes extra) specified in clause 6.2.2 Limitation of Expenditure - Portion of the Work - Cumulative Total of all Authorized TAs of the Contract (as last amended);
- the total cost incurred for all authorized tasks inclusive of any revisions, Applicable Taxes extra;

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Buyer ID - Id de l'acheteur
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-
- the total cost incurred and invoiced for all authorized tasks inclusive of any revisions, Applicable Taxes extra;
 - the total amount of Applicable Taxes invoiced for all authorized tasks inclusive of any revisions; and
 - the total amount paid for all authorized tasks inclusive of any revisions, Applicable Taxes extra.

2. Standard Clauses and Conditions

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

2.1 General Conditions

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

2.2 Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: _____ (*insert name(s) of person(s)*) .

3. Security Requirement

3.1 The following security requirement (SRCL and related clauses) applies and form part of the Contract:

1. The Contractor must, at all times during the performance of the Contract, hold a valid Facility Security Clearance at the level of SECRET, with approved Document Safeguarding at the level of SECRET, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor personnel requiring access to CLASSIFIED information, assets or sensitive work site(s) must EACH hold a valid personnel security screening at the level of SECRET, granted and approved by CISD, PWGSC.
3. Processing of CLASSIFIED information electronically at the Contractor's site is NOT permitted under this Contract.
4. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.
5. The Contractor MUST comply with the provisions of:
 - a) Security Requirements Check List attached at Annex "C";
 - b) Industrial Security Manual (Latest Edition).

3.2 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

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2015 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 one additional one-year period 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 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.

4.3 Termination on Thirty Days Notice

1. Canada reserves the right to terminate the Contract at any time in whole or in part by giving thirty (30) calendar days written notice to the Contractor.
2. In the event of such termination, Canada will only pay for costs incurred for services rendered and accepted by Canada up to the date of the termination. Despite any other provision of the Contract, there will be no other costs that will be paid to the Contractor as a result of the termination.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michele McCutcheon
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
11 Laurier Street, PdP III
Gatineau, Quebec K1A 0S5

Telephone: 819-956-1100

E-mail address: michele.mccutcheon@tpsgc-pwgscc.gc.ca

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

5.2 Project Authority

The Project Authority for the Contract is:

To be provided at Contract award.

The Project Authority is the representative of the department or agency 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.

5.3 Contractor's Representative

To be determined.

6. Payment

6.1 Basis of Payment

6.1.1 Firm Lot Price

For the Work described in the Statement of Work in Annex A with the exception of sections 4.2 and 5.2:

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$_____ (*insert the amount at contract award*). Customs duty are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.1.2 Authorized TA

For the Work described in sections 4.2 and 5.2 of the Statement of Work in Annex A:

A Firm Lot Price TA

When the applicable basis of payment specified in a TA authorized and issued under the Contract is firm lot price, in consideration of the Contractor satisfactorily completing all of its obligations under the authorized TA, the Contractor will be paid the firm lot price stipulated in the authorized TA, as determined in accordance with the basis of payment cost elements in Annex B. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work specified in the authorized TA, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work specified in the authorized TA.

B TA subject to a Limitation of Expenditure

When the basis of payment specified in a TA authorized and issued under the Contract is limitation of expenditure, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized TA, as determined in accordance with the basis of payment cost elements, in Annex B, to the limitation of expenditure specified in the authorized TA.

Canada's total 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 specified in the authorized TA will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the TA Authority before their incorporation into the Work specified in the authorized TA. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written authorization of the TA Authority. The Contractor must notify the TA Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
 - (b) four (4) months before the final delivery date specified in the authorized TA, or
 - (c) as soon as the Contractor considers that the authorized TA funds are inadequate for the completion of the Work specified in the authorized TA,
- whichever comes first.

If the notification is for inadequate authorized TA funds, the Contractor must provide to the TA Authority, a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.2 Canada's Total Liability

6.2.1 Limitation of Expenditure - Portion of the Work - Cumulative Total of all Authorized TAs

1. With respect to the portion of the Work that is to be performed under the Contract on an "as and when requested basis", Canada's total liability to the Contractor under the Contract for all authorized TAs, inclusive of any revisions, must not exceed the sum of \$ _____. Customs duties are included and the 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,
 - (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, to which Contract clause TA subject to a Limitation of Expenditure, apply,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.

6.3 Method of Payment

6.3.1 Method of Payment - Firm Price

For the Work described in the Statement of Work in Annex A with the exception of sections 4.2 and 5.2:

Canada will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

| Milestone | Description | Firm Price |
|-----------------------|---|------------|
| Kick-off meeting | Meeting to discuss details related to the project methodology, tools, deliverables and milestones | \$ |
| Phase 1a deliverables | Detailed analysis of two (2) typical large scale energy infrastructure projects | \$ |
| Phase 1b deliverables | Analysis of sensitivity factors related to large scale energy infrastructure projects | \$ |
| Identification of | Meeting to review and discuss Phase 1 | \$ |

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options for Phase 2

results and identify options for Phase 2
analysis

6.3.2 Methods of Payment - Authorized TA

The following methods of payment will form part of an authorized TA:

6.3.2.1 For the Work specified in an authorized firm lot price TA:

A Single Payment

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

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

6.3.2.2 For the Work specified in an authorized TA subject to a limitation of expenditure:

A Single Payment

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

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

B Monthly Payments

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;
- c) the Work performed has been accepted by Canada.

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

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

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

6.5 Discretionary Audit

C0705C (2010-01-11), Discretionary Audit

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a) a copy of time sheets to support the time claimed; and
- b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

Invoices must be distributed as follows:

- The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.1 Additional Invoicing Instructions

1. For the Work described in the Statement of Work in Annex A with the exception of sections 4.2 and 5.2:

The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.

Each claim must show:

- a. all information required on form PWGSC-TPSGC 1111;
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. if the period of work spans fiscal years, the percentage of the work was performed before the fiscal year end date (March 31) and what percentage was performed after this date.
2. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111 and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

3. The Contractor must not submit claims until all work identified in the claim is completed.

8. Certifications

8.1 Compliance

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

9. Applicable Laws

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

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 general conditions 2035 (2014-03-01), General Conditions - Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) the signed Task Authorizations (including all of its annexes, if any);
- (g) the Contractor's Supply Arrangement; and
- (g) the Contractor's bid dated _____

11. Foreign Nationals

- 11.1 SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)
- 11.2 SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

12. Insurance

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

ANNEX A STATEMENT OF WORK

SW1 Title

Advisory Services

SW2 Scope

SW2.1 Purpose

Natural Resources Canada requires the advisory services described herein, which includes:

- a) Detailed analysis, including economic, market and financial analysis, for large scale energy infrastructure projects proposed for Canada;
- b) Analysis of sensitivity factors, including capital structure, costs, price and policy factors, and impact on economic and financial returns; and
- c) General advice and assistance to the Project Authority.

SW2.2 Background

The expansion and diversification of Canada's energy market is a priority of the Government of Canada. Fully capturing Canada's energy opportunity will require the development of large scale energy infrastructure to move Canada's energy products to areas of global demand.

A number of large scale energy market diversification projects are proposed by the private sector, including Liquefied Natural Gas (LNG) export facilities, related natural gas pipelines, and oil pipelines. These projects could have positive economic benefits regionally and nationally and could advance under a range of market, capital structure and policy conditions. Natural Resources Canada is looking to gain a comprehensive understanding of the economic and financial issues related to capital spending on large scale energy infrastructure projects, including financial, economic and corporate structure implications.

SW3 Applicable and Reference Documents

To the fullest extent possible, the Project Authority will provide the Contractor with confidential access to all relevant documents available to the Project Authority. These documents could include:

- market analysis;
- financial models; and
- all other documents relevant to the analysis of project costs and financial structures.

SW4 Requirements

The Contractor must provide advice and analysis to the Project Authority. The services will be broken out into two (2) phases. Work on Phase 2 will not begin unless authorized by the Project Authority by a Task Authorization following successful completion of Phase 1.

SW4.1 Phase 1: Detailed Analysis of typical projects and analysis of sensitivity factors

Phase 1 of the Contract comprises of two (2) major tasks, specifically:

- Detailed analysis, including economic, market and financial analysis for large scale energy infrastructure projects proposed for Canada; and
- Analysis of sensitivity factors, including capital structure, costs, price and policy factors, and impact on economic and financial returns of typical large scale energy infrastructure projects proposed for Canada.

The following subsections provide more detail on these major tasks.

SW4.1.1 – Phase 1a Tasks: Detailed Analysis of Typical Projects

Detailed analysis of two (2) typical large scale energy infrastructure projects will be undertaken. The projects analysed will be typical of these proposed for Canada and will include a liquefied natural gas facility project and an oil transmission pipeline project. The Project Authority will specify key project parameters.

Detailed analysis must include all aspects of the projects relevant to project financials, including, but not necessarily limited to, capital expenditure and operating expenditure specifics, rate of return for LNG or tolls (revenue requirement) for the pipeline, cash flow / revenue streams and tax revenues.

The Contractor must:

- a) Travel to Ottawa for a kick-off meeting at the beginning of Phase 1 to discuss details related to the project methodology, tools, deliverables and milestones.
- b) Develop detailed overviews of two (2) typical large scale energy infrastructure projects (i.e. LNG facility and oil transmission pipeline project), including base assumptions on the project specifics (e.g. liquefaction capacity), capital expenditures and operating expenditures.
- c) Undertake an economic, market and financial analysis of the projects over the project development and a twenty-five (25) year operating period, including rates of return to project participants for the LNG project or tolls (revenue requirement) for the pipeline, taxes and direct employment.
- d) Describe the major assumptions regarding project capital costs, operating costs and revenue streams and provide a sensitivity analysis for these assumptions.

SW4.1.2 – Phase 1b Tasks: Analysis of Sensitivity Factors

The Contractor must:

- a) Evaluate key sensitivity factors, including capital structure, costs, price and policy factors related to large scale energy infrastructure projects in Canada.

-
- b) Identify and evaluate a minimum of three (3) substantively different financial arrangement scenarios for each project identified and described under Phase 1a through which the project could plausibly advance.
- c) For each of the identified financial arrangement scenarios, describe and analyze:
- i) the corporate governance structure; and
 - ii) the economic, market and financial effect and impacts (e.g. rates of return, project profitability, revenue streams to project participants and beneficiaries).
- d) Analyze the key differences between different financial arrangement scenarios with particular emphasis on the financial and economic impacts (e.g. the extent and distribution of project benefits).
- e) Travel to Ottawa for a meeting to review and discuss Phase 1 results and identify options for Phase 2 analysis.

SW4.2 Phase 2 Provision of General Advice

The Contractor must provide general advice and analysis to the Government of Canada, on an as-and-when-requested basis, including any combination of the following tasks:

- Provide detailed analysis of additional projects, including rates of return to project participants, tax revenues generated and direct employment over a 25-year operating period of the project.
- Undertake additional analysis of economic and financial issues and financial arrangement scenarios related to capital spending on large scale energy infrastructure projects scenarios related to capital spending on large scale energy infrastructure projects.

If and when requested by the Project Authority, the Contractor must meet with select organizations and experts identified by the Project Authority, including, but not limited to, Government of Canada's officials and agents, including legal advisors.

The Contractor must take contractual, legal and policy issues identified by the Government of Canada into consideration in the financial advice delivered and deliverables submitted to the Project Authority.

SW5 Deliverables

The Contractor must submit to the Project Authority work plans, draft and final reports, in triplicate, in both written (paper) and electronic format (Microsoft Word and Excel, including working copies with formulas utilized in Excel spreadsheets). Any presentations are to be provided by the Contractor in both written (paper) and electronic format (PowerPoint). All deliverables must be submitted in English. All electronic versions must be accompanied by an index, which must clearly state the directory/file structure, the content of each component file and associated software program.

SW5.1 Deliverables for Phase 1a Analysis of typical projects

Within three (3) weeks from date of contract, the Contractor must:

- a) Complete Phase 1a (Analysis of typical projects)

- b) Provide strategic reports of its findings to the Project Authority in both written format and oral briefings.

SW5.2 Deliverables for Phase 1b analysis of sensitivity factors

Within eight (8) weeks from date of contract, the Contractor must:

- a) Complete Phase 1b (Analysis of sensitivity factors)
b) Provide strategic reports of its findings to the Project Authority in both written format and oral briefings.

SW5.3 Deliverables for Phase 2 General Advice

If Phase 2 is authorized by Canada, the Contractor must provide the deliverables identified in each Task Authorization which may include:

- Advice and analysis;
- Written report;
- Oral report; and
- Work plan

SW6 Milestones

Phase 1 of the Contract is to be completed within eight (8) weeks of the awarding of the contract, with Phase 1a completed within the first three (3) weeks.

Phase 2 may be authorized and will be performed on an as-and-when-requested basis, and will only begin if authorized by the Contracting Authority.

| # | Milestone* | Description | Responsible Party | Notional Due Date |
|---|---------------------------------------|---|-------------------|-------------------|
| 1 | Kick-off meeting | Meeting to discuss details related to the project methodology, tools, deliverables and milestones | Contractor | June 2014 |
| 2 | Phase 1a deliverables | Detailed analysis of two (2) typical large scale energy infrastructure projects | Contractor | July 2014 |
| 3 | Phase 1b deliverables | Analysis of sensitivity factors related to large scale energy infrastructure projects | Contractor | August 2014 |
| 4 | Identification of options for Phase 2 | Meeting to review and discuss Phase 1 results and identify options for Phase 2 analysis | Joint | August 2014 |

The final payment invoice for phase 1 will be due no later than 12 weeks from the signing of the contract.

SW8 Other Considerations

The Contractor must provide a work plan at a kick-off meeting to start the project, identifying all major factors for consideration and a timeline for tasks to accomplish the project.

A senior member of the team must be identified by the Contractor as the primary point of contact ("Project Leader") and will be responsible for the day-to-day management of the project team and will act as the main interface between the Contractor and Canada.

The Project Team must include, at a minimum, the Project Leader and a senior financial specialist ("Senior Analyst").

The Project Leader or Senior Analyst must participate in all interactions with third parties unless otherwise authorized by the Project Authority.

The Contractor must submit to the Project Authority for review and approval, and consistent with document security classification requirements, three (3) hard copies, and an electronic copy of a progress report every three (3) weeks that must describe whether:

- a) The Work is on schedule;
- b) The project is free of any areas of concern in which the assistance or guidance of the Project Authority and Contracting Authority may be required;
- c) The progress of each task and of Work as a whole during the period of the report, including, as applicable:
 - i) An explanation of any variation from the plan of Work; and
 - ii) An explanation of problems encountered and their solutions;
- d) A workplan for the next period of the report, including, as applicable:
 - i) A description of problem areas and issues; and
 - ii) A proposed plan to resolve problems and address issues.

SW9 Work Location

The Contractor must carry out the majority of this project at its place of business. The Contractor must travel to Ottawa for a meeting at the beginning of Phase 1 and again for a meeting at the conclusion of Phase 1. Furthermore, the Contractor must travel to Ottawa and locations across Canada if requested by the Project Authority in Phase 2.

SW10 Travel and Living Expenses

The Contractor will be paid for pre-authorized reasonable and proper travel and living expenses incurred by personnel directly engaged in the performance of the work, supported by appropriate receipts and calculated in accordance with the then current National Joint Council Directive on Travel and Living Expenses, (website: <http://www.njc-cnrm.gc.ca/directive/travel-voyage/index-eng.php>) without allowance thereon for overhead or profit. All payments are subject to government audit. **All travel must have prior authorization of the Project Authority.**

ANNEX B

BASIS OF PAYMENT

A- Contract Period (From date of Contract to March 31, 2015)

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 - Phase 2

The Contractor will be paid all inclusive fixed time rates as follows:

| Resource Category | Name | All Inclusive Fixed Daily Rate (in \$CDN) |
|-------------------|------|---|
| Project Leader | | |
| Senior Analyst | | |
| Analyst | | |

For the purpose of this Contract, a day is defined as 7.5 hours of work, exclusive of meal breaks. Payment will be made for days actually worked, with no provision for annual leave, statutory holidays and sick leave. If time worked is more or less than a day, the all inclusive fixed daily rate must be prorated to reflect the actual time worked.

Total Estimated Cost of Professional Fees: \$_____ (*insert amount at contract award*)

2.0 Cost Reimbursable Expenses

2.1 Authorized travel and living expenses

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

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

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

The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

Canada will not accept any travel and living expenses for:

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- a. Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b. Any travel between the Contractor's place of business and the NCR; and
- c. Any relocation of resources

required to satisfy the terms of the Contract. These expenses are included in the all inclusive fixed time rates specified in subsection A-1.0 above.

Total Estimated Cost of Authorized Travel and Living Expenses: \$_____ (insert amount at contract award)

3.0 Total Estimated Cost- Contract Period: \$ _____ (insert amount at contract award)

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, 2015 to March 31, 2016)

| Resource Category | Name | All Inclusive Fixed Daily Rate (in \$CDN) |
|-------------------|------|---|
| Project Leader | | |
| Senior Analyst | | |
| Analyst | | |

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ANNEX C

SECURITY REQUIREMENTS CHECK LIST

See attached SRCL.

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**TASK AUTHORIZATION FORM -
FORMULAIRE D'AUTORISATION DE TÂCHE
ANNEX - ANNEXE D**

| | | |
|---|--|--|
| Contract Number - Numéro du contrat | | |
| Task Authorization (TA) No. - N° de l'autorisation de tâche (AT) | | |
| Contractor's Name and Address - Nom et adresse de l'entrepreneur | | |
| | | |
| Original Authorization - Autorisation originale | | |
| Total Estimated Cost of Task (Applicable Taxes extra) before any revisions: Coût estimatif total de la tâche (Taxes applicables en sus) avant toutes révisions : | | \$ |
| TA Revisions Previously Authorized(as applicable) - Révisions de l'AT autorisées précédemment (s'il y a lieu) | | |
| Instructions to the TA Authority: the information for the previously authorized revisions must be presented in ascending order of assigned revision numbers (the first revision must be identified as No. 1, the second as No. 2, etc). If no increase or decrease was authorized, enter \$0.00. Add rows, as needed. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: les révisions autorisées précédemment doivent être présentées par ordre croissant des numéros de révision attribués (la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite). Si aucune augmentation ou diminution n'a été autorisée, inscrire 0.00\$. Au besoin, ajouter des rangées. | | |
| TA Revision No. - N° de Révision de l'AT : | | Authorized Increase or Decrease (Applicable Taxes extra) : Augmentation ou réduction autorisée (Taxes applicables en sus) : \$ |
| TA Revision No. - N° de Révision de l'AT : | | Authorized Increase or Decrease (Applicable Taxes extra) : Augmentation ou réduction autorisée (Taxes applicables en sus): \$ |
| TA Revision No. - N° de Révision de l'AT : | | Authorized Increase or Decrease (Applicable Taxes extra) : Augmentation ou réduction autorisée (Taxes applicables en sus): \$ |
| New TA Revision (as applicable) - Nouvelle révision de l'AT (s'il y a lieu) | | |
| Instructions to the TA Authority: the first revision must be identified as No. 1, the second as No. 2, etc. If no increase or decrease is authorized, enter \$0.00. - Instructions à l'attention de la personne responsable de l'autorisation d'une AT: la première révision doit être identifiée par le numéro 1, la seconde par le numéro 2, et ainsi de suite. Si aucune augmentation ou diminution n'est autorisée, inscrire 0.00\$ | | |
| TA Revision No. - N° de Révision de l'AT : | | Authorized Increase or Decrease (Applicable Taxes extra) : Augmentation ou réduction autorisée (Taxes applicables en sus): \$ |
| Total Estimated Cost of Task (Applicable Taxes extra) after this revision: Coût estimatif total de la tâche (Taxes applicables en sus) après cette révision : | | \$ |
| Contract Security Requirements (as applicable) - Exigences du contrat relatives à la sécurité (s'il y a lieu) | | |

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This task includes security requirements. - Cette tâche comprend des exigences relatives à la sécurité:

No - Non

Yes. Refer to the Security Requirements Checklist (SRCL) annex of the Contract. Oui. Voir l'annexe du contrat comprenant la Liste de vérification des exigences relatives à la sécurité (LVERS).

Remarks (as applicable) - Remarques (s'il y a lieu):

Required Work - Travaux requis

The content of sections A, B, C and D below must be in accordance with the Contract. Le contenu des sections A, B, C et D ci-dessous doit être conforme au contrat.

SECTION A- Task Description of the Work required - Description de tâche des travaux requis

SECTION B- Applicable Basis of Payment - Base de paiement applicable

SECTION C- Cost Breakdown of Task- Ventilation du coût de la tâche

SECTION D- Applicable Method of Payment - Méthode de paiement applicable

Solicitation No. - N° de l'invitation

23530-140468/B

Amd. No. - N° de la modif.

File No. - N° du dossier

015zq23530-140468

Buyer ID - Id de l'acheteur

015zq

CCC No./N° CCC - FMS No/ N° VME

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

23530-140468

Authorization - Autorisation

By signing this TA, the Project Authority or the PWGSC Contracting Authority or both, as applicable, certify (ies) that the content of this TA is in accordance with the Contract.

En apposant sa signature sur cette AT, le chargé de projet ou l'autorité contractante de TPSGC ou, s'il y a lieu, les deux atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

Name of Project Authority - Nom du chargé de projet _____

Signature _____ Date _____

Name of PWGSC Contracting Authority -
Nom de l'autorité contractante de TPSGC _____

Signature _____ Date _____

Contractor's Signature - Signature de l'entrepreneur

Name and title of individual authorized to sign for the Contractor
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

Signature _____ Date _____

SRCL REF II
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Government of Canada / Gouvernement du Canada

| |
|---|
| Contract Number / Numéro du contrat NRCan-5000013508 |
| Security Classification / Classification de sécurité |

**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 Natural Resources Canada | 2. Branch or Directorate / Direction générale ou Direction Energy Policy Branch | |
| 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 Advisory services and economic analysis related to the development of large scale energy infrastructure projects for energy market diversification. | | |
| 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. Indicate the type of access required / Indiquer le type d'accès requis | | |
| 6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) | | <input type="checkbox"/> No / Non <input checked="" type="checkbox"/> Yes / Oui |
| 6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? | | <input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui |
| 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès | | |
| Canada <input checked="" type="checkbox"/> | NATO / OTAN <input type="checkbox"/> | Foreign / Étranger <input type="checkbox"/> |
| 7. b) Release restrictions / Restrictions relatives à la diffusion | | |
| No release restrictions / Aucune restriction relative à la diffusion <input checked="" type="checkbox"/> | All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/> | No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/> |
| Not releasable / À ne pas diffuser <input type="checkbox"/> | | |
| Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> | Restricted to: / Limité à: <input type="checkbox"/> |
| Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: | Specify country(ies): / Préciser le(s) pays: |
| 7. c) Level of Information / Niveau d'information | | |
| PROTECTED A / PROTÉGÉ A <input type="checkbox"/> | NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/> | PROTECTED A / PROTÉGÉ A <input type="checkbox"/> |
| PROTECTED B / PROTÉGÉ B <input checked="" type="checkbox"/> | NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/> | PROTECTED B / PROTÉGÉ B <input type="checkbox"/> |
| PROTECTED C / PROTÉGÉ C <input checked="" type="checkbox"/> | NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/> | PROTECTED C / PROTÉGÉ C <input type="checkbox"/> |
| CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> | NATO SECRET / NATO SECRET <input type="checkbox"/> | CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/> |
| SECRET / SECRET <input checked="" type="checkbox"/> | COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/> | SECRET / SECRET <input type="checkbox"/> |
| TOP SECRET / TRÈS SECRET <input type="checkbox"/> | | TOP SECRET / TRÈS SECRET <input type="checkbox"/> |
| TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> | | TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/> |

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

13-216



Government of Canada / Gouvernement du Canada

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|--|
| Contract Number / Numéro du contrat NRCen-500013506 |
| Security Classification / Classification de sécurité |

PART A (continued) / PARTIE A (suite)

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

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

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

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

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

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

Special comments:
Commentaires spéciaux: _____

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

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada

Handwritten signature/initials

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| |
|--|
| Contract Number / Numéro du contrat NRCan-500013508 |
| Security Classification / Classification de sécurité |

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 RESTRICTION | NATO CONFIDENTIAL / NATO CONFIDENTIEL | NATO SECRET | COMSEC TOP SECRET / COMSEC TRÈS SECRET | PROTECTED / PROTÉGÉ | | | 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).