

PUBLIC CONFIDENTIAL

IESO_RFP_0XXX



IESO Market Settlement SOC 1 & 2 Review Request for Proposal

Issue 0.1

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Document Change History

Issue	Reason for Issue	Date
0.1	Initial Draft of SOW & Deliverables	January 2018
0.2	Procurement review and update	
0.3	Business review and update	
0.4	Procurement review and update	
0.5	Draft finalized	

Related Documents

Document ID	Document Title
	List any related documents if applicable

(** This page must be removed before the document is released to the public. This page is only pertinent to IESO, not the public. **)

Document Control Page

Estimated Total Procurement Value to determine procurement approach and proper approving authority: 1.2 million for 3 audits over a 6 – 9 year term

Commented [SB1]: IA to fill in Total Procurement Value including all years in the Contract. (ie: \$100,000 over a 8 year term = TPV of \$800,000)

Commented [MJ2]: Is this the correct time frame

Authorities

Prepared by	Role	Signed & Dated
Julia McNally	Director, Internal Audit	

Reviewed by	Role	Signed & Dated
Sheri Bizarro	Procurement Specialist	
Jeannette Briggs	Director, Settlements	
Susan Nicholson	Corporate Controller	
	Legal Counsel	

Approved by	Role	Signed & Dated
Peter Gregg	President and CEO	

Distribution List

Name	Organization
Sheri Bizarro	Finance
Citadel (original)	Citadel

Important notes:

- Conflict of Interest:** Report any real or perceived conflicts of interest in your being involved in this competitive process to IESO's General Counsel for direction. Please provide proof of direction from General Counsel to the Procurement Specialist to retain on file before proceeding with this RFP.
- Possible Revenue Sharing Opportunity:** If applicable, is there an opportunity to commercialize this product? If yes, please refer to Rule #5 "Revenue Sharing" in IESO's Intellectual Property Policy IESO_PLCY_0006 to be aware of a requirement to attempt to negotiate a revenue-sharing contract between the IESO and any commercial entity for commercialization of intellectual property.

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1. Introduction

1.1 About the IESO

- 1 The Independent Electricity System Operator (IESO) works at the heart of Ontario's power system – ensuring there is enough power to meet the province's energy needs in real time while also planning and securing energy for the future. It does this by:
 - balancing the supply of and demand for electricity in Ontario and directing its flow across the province's transmission lines
 - planning for the province's medium- and long-term energy needs and securing clean sources of supply to meet those needs
 - overseeing the electricity wholesale market where the market price of electricity is set
 - fostering the development of a conservation culture in the province through programs such as saveONenergy
- 2 The IESO includes both unionized and non-unionized. There are two unions within the IESO, namely, the Power Workers' Union and the Society of Energy Professionals. The Respondent will need to convey their ability to work within this type of environment.
- 3 Please see the IESO's website at <http://www.ieso.ca> for further information.

1.2 Objectives of this RFP

- 4 This RFP is issued by the IESO as an invitation to qualified interested parties to submit Proposals for the provision of the Deliverables, as set out herein.
- 5 This RFP describes the process by which the IESO intends to select one or more Respondents to enter into a Contract with the IESO for the provision of the Deliverables.
- 6 The purpose of this RFP is to ensure that the IESO contracts for the Deliverables in an economical, timely and efficient manner through a process that is fair, transparent and accessible to qualified parties and consistent with the provisions set forth in the current Ontario Public Service Procurement Directive.

1.3 Scope of this RFP

- 7 This RFP covers all of the timelines, document format, and legal issues relating to this RFP process.
- 8 This RFP is not a tender call. This RFP does not commit the IESO in any way to select a Preferred Respondent or to proceed to negotiate or award a Contract.
- 9 The IESO reserves the right to reject any or all Proposals; to amend or terminate this RFP and/or the RFP process; and to retain all Proposals.
- 10 This RFP is not intended to create, and should not be construed as creating, contractual relations between the IESO and any Respondent.

1.4 Conventions

- 11 Terms and acronyms used in this document that are *italicized* have the meanings ascribed thereto in Chapter 11 of the Market Rules for the Ontario Electricity Market (the "*market rules*"). (Only keep this paragraph when requirement relates to the Administrative market)
- 12 Each of the rights and powers reserved by the IESO in this RFP may be acted upon by the IESO in its sole and absolute discretion.

1.5 Mandatory and Recommended

- 13 This RFP specifies numerous format and content-related requirements. Some of them are mandatory and some of them are not mandatory, but recommended and desirable.
- 14 The words “must”, “shall”, and “required” mean a mandatory condition that must be met in a substantially unaltered form in order for the Proposal to receive consideration. If a Proposal is not in substantial compliance with a mandatory requirement of this RFP, the IESO may disqualify the Proposal from this RFP process.
- 15 The words “should” and “desirable” mean a recommended condition not considered essential, but having a significant degree of importance to the objectives of the RFP and for which preference may be given.

1.6 Definitions (Update with any defined terms used in the RFP)

Commented [SB3]: IA – you can add to this list if appropriate – if not, this is the standard set of defn.

- 16 In addition to the terms defined elsewhere in this RFP, capitalized terms shall have the meanings given to them below:
- “**Addenda**” means the documents expressly identified as addenda and issued by the *IESO* to Respondents in accordance with this RFP and “**Addendum**” means any one of such documents.
 - “**Alternative Resource**” means a Respondent resource other than the proposed resource which can provide the Services at a level equal to or greater than the proposed resource in order to mitigate service interruptions.
 - “**Contract**” means a written binding agreement between the IESO and a Preferred Respondent for the provision of the Deliverables, consisting of the documents specified in Section 1 of Appendix D, “Contract Standard A-29-16”.
 - “**Contractor**” means a Preferred Respondent that enters into a Contract with the IESO.
 - “**Closing Date**” means the deadline for receipt of a Proposal by the IESO as set out in the Timetable.
 - “**Deliverables**” means the goods, services and other deliverables to be provided under Contract, by the Contractor to the IESO, as specified in Section 2.
 - “**Family Member**” means a spouse, common-law partner, parent, daughter, son, daughter or son-in-law, brother, sister, brother or sister-in-law, niece, nephew, aunt or uncle.
 - “**Form of Offer**” means the form attached hereto at Appendix C.
 - “**IESO**” has the meaning specified in Section 1.1.
 - “**IESO Former Employee**” means any person who retired from the IESO, or who is a former employee of the IESO and was eligible for retirement, but terminated and withdrew some or all of their pension benefits.
 - “**Intent to Participate Form**” means the form attached hereto at Appendix B, “Intent to Participate Form”, as completed and executed by the Respondent.
 - “**Non-Disclosure Agreement**” means the non-disclosure agreement attached hereto as Appendix “A”.
 - “**Offer Letter**” has the meaning given to it in Section 4.3.
 - “**Preferred Respondent**” means a Respondent, including its successors and assigns, selected by the IESO to enter into negotiations for a Contract.
 - “**Pricing Proposal**” has the meaning given to it in Section 4.5.
 - “**Pricing Proposal Template**” means the Pricing Proposal template attached hereto as Appendix “E”.
 - “**Proposal**” means the Respondent’s formal response to this RFP. A Proposal will be binding on the Respondent’s successors and assigns.
 - “**Respondent**” means an entity that submits a Proposal or provides an Intent to Participate Form indicating an intention to submit a Proposal.
 - “**RFP**” means this Request for Proposal as may be amended by the *IESO* (including all Addenda).

- "RFP Coordinator" means the IESO's authorized representative, and the Respondent's point of contact, for all purposes relating to this RFP, as specified in Section 3.1.
- "Technical Proposal" has the meaning given to it in Section 4.4.
- "Timetable" means the schedule of key procedural dates and times relating to this RFP, as specified in Section 3.8.
- "Toronto Time" means Eastern Standard Time or Daylight Saving Time as provided for in the *Time Act* of Ontario.

– End of Section –

2. Deliverables

Commented [SB4]: IA – this is where you begin to populate your RFP. Please go through each section and update accordingly. Some placeholder example language has been provided for you but please revise with your requirements for each, these are just examples.

2.1 Purpose of this RFP (update paragraphs below)

This RFP is issued by the IESO for the purpose of soliciting proposals from qualified Respondents to undertake reviews of the IESO Market Settlement functions. The reviews should follow the SOC 1 type 2 and SOC 2 type 2 methodology and should cover a 6 month period. We require up to 3 separate reviews, with the first review covering the period January – June 2019, and every two years thereafter.

The IESO is required by Chapter 9, Section 6.17 of the *market rules* to have an external audit performed and reported to the Board of Directors “to examine and evaluate compliance with management control objectives and operational effectiveness of settlement processes and procedures.”

The report, including the description of tests of controls and results is intended solely for the information and use of IESO, user entities of IESO's market settlements system during some or all of the period of the audit, and the independent auditors of such user entities, who have a sufficient understanding to consider it, along with other information including information about controls implemented by user entities themselves, when assessing the risks of material misstatements of user entities' financial statements.

Commented [SB5]: IA – make sure Respondents really understand the purpose. This is usually 1 short paragraph in length summarizing your need.

2.2 Scope of Work (update paragraphs below)

The successful Respondent will be expected to perform SOC 1, type 2 and SOC 2, type 2 reviews of the Settlement processes of the three IESO administered markets:

- Real-time Markets: energy market and operating reserve market;
- Procurement Markets: contracted ancillary services and reliability must-run contracts; and
- Financial Markets: transmission rights market.

The requirements of this review are set out in Chapter 9, section 6.17.3 of the *market rules* and include the following tasks:

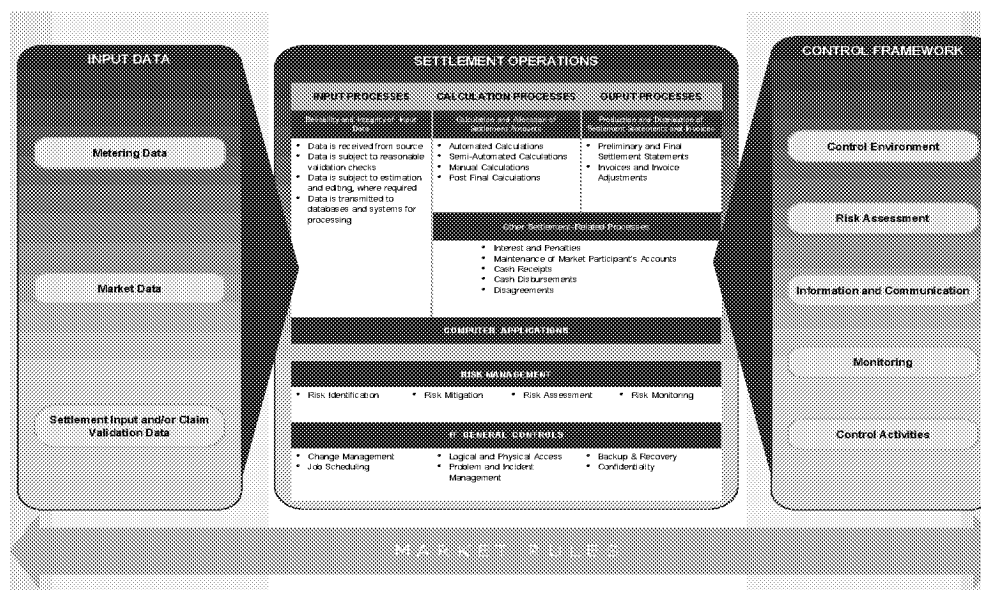
- gauge the performance of the settlement process in meeting the objectives of these market rules;
- review the accuracy and timeliness of the production of settlement statements, including settlement calculations and financial allocations;
- review the accuracy and timeliness of the production of invoices and supporting market and system information;
- review the reliability and integrity of the market and system operational data used in the settlement processes and procedures;
- review the reliability and security of the information technology system infrastructure used to measure, validate, classify, compute and report settlement information;
- review the adequacy of settlement processes and procedures to safeguard confidential information; and
- review the adequacy and effectiveness of risk management controls of the settlement processes and tools, including the effectiveness of the disaster recovery plan.

The *market rules* also require that:

- An audit report shall be prepared by the auditors in respect of each audit conducted pursuant to this section 6.17 and shall be commissioned on the basis that the audit report must be provided to the IESO within one month after completion of the audit activities (section 6.17.5); and

- Each audit report prepared pursuant to this section 6.17 shall be made available to a market participant upon request, subject to such measures as may be required to be taken to safeguard any confidential information contained in such audit report (section 6.17.6).

The diagram below provides a conceptual overview of the IESO's Market Settlement function. The diagram is an "input/ processing/output" model.



Commented [M16]: Can we update the model to delete the reference to risk management in the middle area

The Audits will cover the 6 month review period from January to June. The first audit is expected to commence in January 2019, however this date is subject to change. The next audits will occur on a 2 or 3 year cycle, still to be determined.

The reviews shall be conducted according to the standards established by the Canadian Institute of Chartered Accountants (CICA) for audits of controls at a service organization

Commented [M17]: Is this a review or an audit – does it matter?

17 The objectives of the audit is to:

- Gauge the performance of the settlement process in meeting the objectives of these market rules;
- Review the accuracy and timeliness of the production of settlement statements, including settlement calculations and financial allocations;
- Review the accuracy and timeliness of the production of invoices and supporting market and system information;
- Review the reliability and integrity of the market and system operational data used in the settlement processes and procedures;
- Review the reliability and security of the information technology system infrastructure used to measure, validate, classify, compute and report settlement information;
- Review the adequacy of settlement processes and procedures to safeguard confidential information; and

Commented [M18]: This feels redundant to the list above. I would like to delete.

- 18

Review the adequacy and effectiveness of risk management controls of the settlement processes and tools, including the effectiveness of the disaster recovery plan

Under the new CSAE 3416 Standard the IESO expects the Contractor to address the new responsibilities to:

Assess the suitability of the criteria used by management;

Consider materiality;

Opine on the fair presentation and design of controls for the full period of the report;

Describe any reliance placed on work performed by Internal Audit and disclose the tests performed by IA and procedures used to test that work; and

Consider whether requested scope changes have a reasonable justification.
- 19

The IESO-administered markets that are the subject of the CSAE 3416 Audit are:

a) Real-time Markets: energy market and operating reserve market;

b) Procurement Markets: contracted ancillary services and reliability must-run contracts; and

b) Financial Markets: transmission rights market.

2018

2.2.1 Deliverables

- 2119

The Respondent is expected to provide the following deliverables for each of the audit cycles:

a) Presentation to management and Audit Committee of the audit approach prior to commencing the work;

b) Written evaluation of the IESO control framework, control objectives and control descriptions prior to the conduct of field work;

c) List of information required from the IESO prior to the conduct of field work;

d) A risk and control matrix (initial version provided by the IESO), identifying the assertions, risks and controls evaluated, including attributes of controls relevant for determining the nature and extent of testing;

e) Test procedures performed for each control evaluated;

f) Details of results of exceptions identified during the conduct of the audit provided;

g) Final Report for each of the reviews conducted (Market Settlement SOC1 type 2, Market Settlement SOC 2 type 2, and other settlements SOC 1 type 2; and

h) Oral presentation of Final Reports to the Audit Committee of the IESO Board of Directors.

Commented [MJ9]: Do we ask for this

Commented [MJ10]: Is this really a deliverable?

Commented [MJ11]: Is this really a deliverable from the respondent or is this our deliverable

Commented [MJ12]: Is this a deliverable?

2.3 Out of Scope (can include more specific points)

- 2220

The scope of this project does not require the Contractor to make any purchases for this engagement.
- 2321

The IESO has the right to select other parties to perform additional or special services without any obligations to the Contractor(s). The scope of this project does not require the Contractor to make any purchases for this engagement.
- 2422

The following IESO processes, systems and controls are out of scope of this review:

Smart Metering Entity and the Meter Data Management/Repository (MDMR) processes, systems and controls are out of scope of this review;

Settlement of generation and conservation contracts;

Processes and procedures that are not part of the IESO-administered markets, but use IESO's settlements systems are out of scope
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- IESO-N-0014498

2.4 Project Schedule

2623 The contract is for a six (6) year period commencing September 3, 2018?

2624 The Deliverables must be provided in accordance with the following project schedule:

- | | | |
|-----|-------------------------|--|
| i | Engagement start: | September prior to January - June period |
| ii | Weekly status updates: | Provided to Senior Auditor assigned to the project |
| iii | Monthly status updates: | provided to Director, Internal Audit |
| iv | Final Report: | No later than August 15th of each review year |

2.5 Necessary Experience (include if required & update)

2725 The Respondent **must** possess the following pre-existing competencies:

- Expert knowledge of Ontario's accounting standards ;
- Expert knowledge of Ontario's electricity markets,

2826 The Respondent **must** possess the following experience:

- Experience in the conduct of SOC 1 and SOC 2
-

Commented [SB13]: IA – there is where you want a strong statement ... ie: don't apply if you don't have the following experience It's a "must" section of the RFP. If you don't have this experience, you will not be evaluated. I have provided a few different examples below how you could populate this section.

– End of Section –

3. Communicating with the IESO

3.1 RFP Coordinator

3927 The IESO has appointed the following person as its RFP Coordinator for all purposes relating to this RFP process:

Sheri Bizarro
Procurement Specialist
Independent Electricity System Operator
Tel: (905) 855-6306
E-mail: sheri.bizarro@ieso.ca and rfp.info@ieso.ca

3.2 General Communications

3028 Unless specifically stated otherwise in this RFP, all communications relating to this RFP shall be addressed to the RFP Coordinator in writing by e-mail and shall be executed by an authorized signing officer of the Respondent.

3129 No verbal instructions or verbal information provided to the Respondent will be binding on the IESO. The Respondent shall not rely upon any information or instructions relating to this RFP other than those provided in writing by the RFP Coordinator.

3.3 Submitting a Proposal

3230 Anyone wishing to submit a Proposal shall do so, in accordance with this RFP, delivered by email to the IESO's RFP Coordinator prior to the Closing Date and time as set out in section 3.8. Proposals which are not received by the IESO's RFP Coordinator prior to the Closing Date and time shall be disqualified.

3331 Emails containing links to any external websites or similar host which would permit the IESO to download the Response (including any "cloud-based" file-sharing service) will be considered non-compliant and shall not be accepted by the IESO.

3432 The Proposal must be clearly marked as "Name of RFP RFP Offer Letter – Private & Confidential".

3533 The Proposal must be clearly marked as "Name of RFP RFP Proposal – Private & Confidential".

3634 The Proposal's pricing component (as detailed in Appendix E) must be submitted in a separate attachment, entitled "Name of RFP RFP Proposal – Pricing Component – Private & Confidential".

3735 The Proposal must contain the Respondent's full legal name and return address, and must provide the main contact information of the Respondent.

3836 If the Respondent wishes to amend or withdraw its Proposal, it must do so by providing such amendment or notice of withdrawal to the RFP Coordinator prior to the Closing Date.

Commented [SB14]: IA – I will fill out all this general type information after I receive your first draft back

3.4 Questions, Clarification and Discrepancies

~~39~~³⁷..... The IESO's written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness before the RFP Closing Date and time.

~~40~~³⁸..... The Respondent is advised to examine all of the documents comprising this RFP and is requested to report any errors, omissions or ambiguities. It is the responsibility of the Respondent to seek clarification from the RFP Coordinator on any matter it considers to be unclear and the IESO shall not be responsible for any misunderstanding on the part of the Respondent concerning this RFP.

~~41~~³⁹..... The Respondent may direct questions or seek additional information in writing by e-mail prior to the deadline for submitting questions (as set out in the Timetable) to the IESO RFP Coordinator.

~~42~~⁴⁰..... To ensure consistency and quality of information provided to Respondents, all significant interpretations, responses, and supplemental information and instruction provided by the IESO shall be issued in the form of Addenda and provided to all Respondents by posting on MERX and/or the IESO website, without revealing the sources of the inquiries. Respondents are responsible for obtaining all addenda issued by the IESO.

~~43~~⁴¹..... Notwithstanding the foregoing, the IESO is under no obligation to provide additional information or clarification.

3.5 Due Diligence

~~44~~⁴²..... The Respondent shall be responsible for obtaining its own independent financial, legal, accounting, and technical advice with respect to this RFP and the RFP process and any information included in this RFP and in any Addenda, attachments, appendices, data, materials, or documents made available, provided or required pursuant to this RFP. The IESO will not be liable under any circumstances for any information or advice or any errors and omissions that may be contained in this RFP or in any Addenda, attachments, appendices, data, materials, or documents made available, disclosed or provided to the Respondent pursuant to this RFP. The IESO makes no representation or warranty, either express or implied, in fact or in law, with respect to the accuracy or completeness of this RFP or such Addenda, attachments, appendices, data, materials, or documents. The IESO will not be responsible or liable under any circumstances for any claim, action, cost, loss, damage, or liability whatsoever arising from the Respondent's reliance on or use of this RFP or any other technical or historical Addenda, attachments, appendices, data, materials, or documents provided by the IESO.

3.6 Non-Disclosure and Intent to Participate

~~45~~⁴³..... As part of this RFP process, the IESO will require the Respondent to execute the Non-Disclosure Agreement and return it, by fax or e-mail, to the RFP Coordinator, in accordance with the Timetable.

~~46~~⁴⁴..... As part of this RFP process, the Respondent shall execute the Intent to Participate Form attached hereto as Appendix "B" and return it, by fax or e-mail, to the RFP Coordinator, in accordance with the Timetable.

3.7 Proposal Presentation

~~47~~⁴⁵..... The IESO may require the Respondent to give a presentation to the IESO's evaluation team after the Closing Date.

3.8 Timetable for RFP (Updated by Procurement Specialist)

4346 The following timetable (the "Timetable") sets out the schedule of key dates and times in this RFP process. All times provided are in Toronto Time.

Commented [SB15]: IA – I will fill this out after I receive your first draft back. If you have a desired engagement start date – please fill that in and I will build your schedule backwards from there.

RFP release date	Procurement Specialist to propose
Respondent's deadline for submitting a Non-Disclosure Agreement	3:00 pm xxx
Respondent's deadline for submitting Intent to Participate Form	3:00 pm xxx
Respondent's deadline for submitting questions	3:00 pm xxx
IESO deadline for issuing addenda to respond to questions	xxx
Closing Date and time (Respondent's deadline for receipt of a Proposal by the IESO)	3:00 pm xxx
Anticipated engagement start	Xxx

4947 The IESO may amend the Timetable from time to time, by Addendum.

5048 It is the Respondent's sole responsibility to submit a Proposal to the IESO by the Closing Date and time. Any Proposal which is not received by the IESO prior to the Closing Date and time will be disqualified and the Respondent shall no longer be considered in this RFP process.

5149 If a Respondent fails to meet any of the other deadlines listed in the table above, then the IESO may disqualify the Respondent from this RFP process.

3.9 RFP Evaluation Process and Criteria (update table as required)

5250 In order to determine its responsiveness to the IESO's needs, each Proposal will be checked for the presence or absence of required information in conformance with the requirements of this RFP. A Proposal that does not meet all of the mandatory requirements, including those set out in Section 5, below, may be disqualified by the IESO from further consideration.

5351 A Proposal accepted by the IESO as having satisfied the requirements of this RFP will be evaluated and scored based on the following criteria and weighting:

Commented [SB16]: IA – for you to complete with your desired categories. This is a typical criteria table that most RFP's follow. The weighting is up to you. Only Price MUST be 30% or higher.

Evaluation Criteria		Weight
A	Plan and methodologies utilized to meet the IESO's requirements: Approach, methodology, and Deliverables (15%); and Project plan and schedule (5%)	20%
B	Understanding of and ability to meet the IESO's requirements	15%
C	Business experience and expertise: Vendor expertise and capability (15%); and Past performance in similar engagements per supplied references (20%)	35%
D	Price (total cost to IESO)	30%

Commented [MJ17]: Are these sensible criteria?

~~54~~~~52~~ A Respondent Technical Score of less than 50 points out of 70 points (A+B+C+D) will preclude the Respondent from further consideration.

~~55~~~~53~~ The IESO may select a short-list of Respondents (based on the highest scores) to present their Proposals and/or further discuss scope, Deliverables, pricing and related terms and conditions. This may include a phone interview and/or face-to-face interviews with the Respondent or its proposed candidates. The IESO may then update the evaluations for short-listed Respondents against the pre-defined evaluation criteria.

~~56~~~~54~~ The IESO may (separate the Deliverables, either by Project, or any other basis as the IESO may decide, and) select one or more Preferred Respondent(s) to enter into discussions with the IESO for one or more Contract(s) to perform a portion or portions of the Deliverables. If applicable, the IESO will notify, in writing, those Preferred Respondents with whom it intends to enter into concurrent, parallel negotiations.

~~57~~~~55~~ If a Proposal contains false or misleading statements, or provides references which do not support an attribute or condition claimed by the Respondent, the Proposal may be disqualified. If, in the opinion of the IESO, such information was intended to mislead the IESO in its evaluation of the Proposal, the Proposal will be disqualified.

– End of Section –

4. Proposal Submission Requirements

4.1 Proposal Format (Updated by Procurement Specialist)

- ~~5856~~..... The Respondent shall provide the Proposal by email in Microsoft Word format .doc or .docx or Adobe pdf.
- ~~5957~~..... Emails containing links to any external websites or similar host which would permit the IESO to download the Response (including any “cloud-based” file-sharing service) will be considered non-compliant and shall not be accepted by the IESO.
- ~~6058~~..... The Proposal shall clearly reference the title of this RFP.
- ~~6159~~..... The Proposal shall be executed by an authorized signing officer of the Respondent.
- ~~6260~~..... The Proposal shall set out the Respondent’s full legal name and return address, including the contact information for the Respondent’s point(s) of contact.
- ~~6361~~..... The Proposal shall be prepared in separate versions if the Respondent is submitting alternative solutions, and each version should follow the format prescribed in this RFP.
- ~~6462~~..... The Pricing Proposal must be submitted in a separate attachment.
- ~~6563~~..... The Proposal shall be in English only.
- ~~6664~~..... The Proposal shall consist of an Offer Letter , a Technical Proposal and a Pricing Proposal. To facilitate ease of evaluation by the IESO’s evaluation team, and to ensure each Proposal receives full consideration, the Proposal should be organized in the format specified in this Section 4, using the recommended section titles and sequences.

4.2 Demonstration of Financial Stability¹ (Determined if required by Procurement Specialist (typically when TPV = \$1M) otherwise indicate Section left blank intentionally by IESO)

- ~~6765~~..... The Prime Contractor of the Respondent’s submission shall provide proof of its financial stability to assure its ability to complete all contractual obligations over the term of the Contract(s) entered into between the IESO and Preferred Respondent, if any.
- ~~6866~~..... In evaluating the financial stability and strength, in addition to using the any information provided by the Respondent, at the sole discretion of the IESO, the IESO may request additional information and/or attestations (e.g. reference letters from creditor, bank, and/or vendors) from the Respondent in order to evaluate the Respondent’s financial stability. The Respondent shall promptly provide the information and attestations to the IESO.
- ~~6967~~..... The IESO may also review and accept any third party(ies) assessment(s) of the Respondent’s financial stability (e.g. external credit ratings, court documents, lawsuits, accounts payable payments history)
- ~~7068~~..... The Contractor shall provide audited financial statements for the past three (3) years for the Prime Contractor that will be the contracting party and who will be assuming liability for the contract and must be submitted with the Respondent’s Proposal as a separate attachment marked as follows:.

CONFIDENTIAL FINANCIAL INFORMATION AND STATEMENTS

ATTENTION: Independent Electricity System Operator – MANAGER, TREASURY and PENSION OPERATIONS

¹ The examination of financial stability and strength will be part of the consideration of the mandatory requirements. It should not be confused with the total cost of ownership and operation, which will be the last element of the evaluation and scoring of the Proposals.

~~7469~~ If the Contractor does not have audited financial statements, the IESO at its sole discretion may consider the audited financial statements of the parent company of the Contractor and/or unaudited financial statements / information.

~~7270~~ If so indicated, the IESO will treat this information as it would its own confidential information, and limit distribution to those who need to know, for the purpose of conducting the evaluation of the Respondent's Proposal. For security purposes, only one copy of this confidential financial information need be provided.

~~7371~~ In evaluating the financial stability and strength, the IESO may, in its sole and absolute discretion, disqualify the Respondent Proposal and the Respondent Proposal shall not be given any further consideration. Such disqualification notification will be provided to the Respondent at the conclusion of the evaluation process.

4.3 Part I: Offer Letter

~~7472~~ The Respondent must make a number of mandatory commitments and meet a number of mandatory requirements in order to be successful in this RFP process. These mandatory commitments are fully set out in the Form of Offer specified at Appendix C and in Section 5 of this RFP.

~~7573~~ The Respondent must provide an offer letter (an "Offer Letter") as part of its Proposal. It is recommended that the Respondent provide its Offer Letter in the form of the Form of Offer. The IESO's Form of Offer contains the Respondent's mandatory commitments and requirements. It is the Respondent's responsibility to ensure other mandatory requirements in this document are identified and addressed by the Respondent in its Offer Letter.

Alternatively, the Respondent may use its own form of Offer Letter. If the Respondent chooses to submit its own form of Offer Letter, it must ensure that it meets all of the mandatory commitments and requirements set out in this section the Form of Offer and as otherwise specified in this RFP (including the requirements set out in Section 5, below).

4.4 Part II: Technical Proposal (may require updating)

~~7674~~ The technical portion of the Proposal (the "Technical Proposal") shall confirm the Respondent's detailed understanding of the RFP and should be presented as follows:

A. Table of Contents

B. **Executive Summary:** This section should provide a brief profile of the Respondent and overview of the Proposal. It should summarize the Respondent's qualifications and relevant experience; comment on the Respondent's ability to provide, and the methodology to be used in providing, the Deliverables; and, should specify any intended use of sub-contractors or third parties.

C. **Approach, Methodology, Deliverables and Schedule:** This section should detail:

- i. the approach and methodology for planning, conducting field work and reporting;
- ii. the Respondent's understanding of the required Deliverables, acceptance of the scope of work set out in section 2.2, and the Respondent's technical plan to fulfill them;
- iii. the Respondent's commitment to comply with the IESO's Contract Standard A-29-16 (Appendix D) subject to any proposed changes to that Contract Standard, which must be identified in the Proposal;
- iv. the details of the Respondent's project team and composition; including relevant experience of the proposed project team and professional biographies for each proposed resource, summarizing relevant professional and industry experience, education and certifications; and
- v. the details of the Respondent's plan and schedule of all high-level project activities, referencing the Deliverables and their targeted completion dates. Include estimated IESO resources and effort required and time frame when IESO staff is required to support the review.

Commented [SB18]: IA – this section is for you to update. Part C in list below draws from your scope of work and Deliverables earlier in the document. Make sure they align so that what you are asking them to provide in their Proposal aligns with the deliverables you want in the end to make for an easy evaluation.

Commented [MJ19]: Will require updating after we land on the criteria

3.1 Understanding the Requirements / Knowledge of _____ (25%)

Each Proponent should provide:

- Description of the Proponents experience, knowledge and understanding of _____. (15%)
- A brief description of the Proponent's knowledge, skills, expertise and experience in providing the required Deliverables; demonstrated knowledge and experience within the energy sector. (10%)

3.2 Business Experience, Skills and Qualifications (30%)

Each Proponent should provide:

- Brief description of the Proponent's organizational structure and history, including any subcontractors it intends to use. (10%)
- Brief description of experience, satisfactory performance on similar completed projects. (10%)
- A description of the qualifications and experience of personnel and subcontractors the Proponent proposes to assign for the provision of the Deliverables (including a curriculum vitae for each proposed resource). (10%)

3.3 Project Plan and Methodology (20%)

Each Proponent should provide:

- A description of how the Proponent will provide the required Deliverables. (5%)
- A summary of the _____ (2.5%)
- The proposed schedule for delivery of the Deliverables, management of the work, delegation of responsibility (tasks and assigned persons), work plans, cost control, reporting and quality control and subcontracting arrangements. (2.5%)

3.4 Pricing Schedule (30%)

Each Proponent should provide both

- The Proponent's proposed monthly fees and costs for _____. Include a breakdown of services included, and details to support proposed fees and costs. (30%)

Commented [SB20]: IA – I just made this up as an example for you that you could use to tackle this part. The headings need to match the Table in Section 3.9 and then provide weightings for each broad category and then sub-weightings for each listed item they will be scored on. I've added examples here – they do not make up to the 100% – they are just placeholders to give you examples. Price MUST be a minimum of 30%

- D. **References:** The Respondent shall provide a minimum of three (3) references for services that it has provided within the last five (5) years, of similar scope and complexity. At least one (1) supplied reference must be for work conducted in the past twelve 12 months. Each reference shall include a brief description of the services provided, the client's name and the name and telephone number of the client's contact person(s).
- E. **Other:** Any other material, documentation, supporting schedules, exhibits or supplementary information not specifically addressed elsewhere but which is necessary to demonstrate the Respondent's credentials, or to provide a complete understanding of its Proposal, and that is relevant to this RFP should be contained or referenced in this part of the Proposal. The Proposal shall clearly identify all attachments, each of which shall be considered a part of the Proposal. Any assumptions made by the Respondent, which are not explicitly stated elsewhere in its Proposal, should also be described in the response to this section.
- F. **Respondents Composition:** In setting out the details of the Respondent's composition, the Respondent shall specify whether the Respondent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity. If the Respondent is a joint venture or a combination of prime and sub-contractors, the Proposal shall clearly: (a) identify the prime contractor, as the IESO will only contract with one party for the required Deliverables; (b) include a business profile detailing the principal businesses and corporate directions of the individual members; (c) specify the roles and responsibilities of the individual members, including if and which individual members are publicly-traded; (d) identify the financial and other material relationships between the individual members; and (e) describe how the members of the joint venture – or prime/sub-contractor combination – are organized as a team in responding to this RFP.
- G. **Sample Deliverables and Evidence of Necessary Experience** (update as required to coincide with Section 2.5): The Respondent shall include at least one (1) sample deliverable to help the IESO evaluate the breadth, depth and quality of deliverables. The Respondent shall include evidence of necessary knowledge and experience detailed in Section 2.6.

4.5 Part III: Pricing Proposal

7775 The pricing component of the Proposal (the "Pricing Proposal") must be presented using the Pricing Proposal Template. IESO's preferred approach to award this work is on a fixed price basis. However, Respondents may also offer hourly rates of proposed resources with expected hours to complete this engagement as an alternative.

7776 The IESO reserves the right to award the Contract on either a fixed price or hourly basis. The Pricing Proposal must be provided in a separate file attachment.

~~3.5.7.7~~ The IESO is subject to the Ontario Public Service, Procurement Directive regarding the engagement of all consulting services and the payment of expenses for consultants. In accordance with the directive, the Pricing Proposal must, as applicable:

- i. acknowledge that pricing is inclusive of all work and related expenses, except IESO directed travel per (vi) below, and associated costs including out of pocket expenses resulting from and during the normal course of a service; and that, unless agreed to in advance, any billings for additional work will not be considered;
- ii. outline the process that will be followed for reviewing the pricing should there be a significant increase or decrease in scope (e.g. legislative requirements and/or reliance on internal staff work);
- iii. acknowledge that the engagement is considered “local” and the IESO will not be responsible for the Contractor’s costs for using “non-local” staff;
- iv. detail the Respondent’s policy on billing for routine telephone consultations and inquiries;
- v. acknowledge that the IESO will not be responsible for the Respondent’s expenses incurred in responding to this RFP (accordingly, such costs should not be included in the Proposal) and that all costs and expenses incurred by the Respondent relating to the preparation or presentation of its Proposal or in any way related to this RFP shall be borne by the Respondent. The IESO shall not be liable to pay, or reimburse or compensate, the Respondent for such costs and expenses under any circumstances; and
- vi. The IESO will only reimburse expenses for **IESO directed travel** in accordance with the Provincial Government’s Travel, Meal and Hospitality Expenses Directive:
<https://www.ontario.ca/government/travel-expense-rules-and-claims>

Note: Respondents should review Sections 5.6, 5.7 and 5.8 and specifically Section 8.0 of the Directive.

– End of Section –

5. Offer Letter

5.1 Form of Offer Letter

§478 It is recommended that the Respondent provide its Offer Letter in the form specified in section 4.3, above.

5.2 Declaration of Acceptance

§479 The Respondent must indicate in its Offer Letter that it has read and understood the RFP, and has accepted the provisions contained in the RFP. Failure to accept all of the provisions contained in the RFP, subject to the qualification set forth below regarding the Contract Standard, shall result in disqualification of the Proposal.

§280 The terms set out in this RFP and IESO Contract Standard A-29-16 (Appendix D), governing the supply of services, will be the minimum terms and conditions for the supply of Deliverables by the Contractor, if any, in accordance with this RFP. The Respondent must accept these terms in its offer letter, or propose specific amendments on a point-by-point basis. A copy of the Respondent's standard terms is not an acceptable response to this requirement. An assumption that accepted contract terms from previous contracts with the IESO will continue to be valid is not an acceptable response to this requirement.

§381 The Respondent must clearly declare in its offer letter that, if selected by the IESO as the service provider under a Contract, it will:

- i. be able to provide all of the Deliverables in an efficient and professional manner;
- ii. be able to meet the Project Schedule detailed in this RFP; and
- iii. not receive reimbursement of any related expenses except for IESO directed travel in accordance with the Provincial Government's Travel, Meal and Hospitality Directive.

5.3 Other Declarations

§482 Respondents must disclose whether they can offer Alternative Resources if required.

§583 Respondents must disclose if they or one of their proposed resources are a Family Member of a current IESO employee.

§684 Respondents must disclose if they are an IESO Former Employee.

5.4 Authorized Representative(s)

§785 The Respondent must identify one or more persons as its authorized representative(s) for all matters relating to the Respondent's Proposal and any subsequent Contract between the Respondent and the IESO. The Respondent must confirm that anything said or done by such representative(s) shall be deemed to have been said or done by the Respondent.

5.5 Conflict of Interest

§886 The Respondent must indicate in its offer letter whether or not the Respondent has any conflicts of interest (actual or perceived) with respect to this RFP process (including those specified in section 5.3, above). Where applicable, the Respondent must declare in its offer letter any situation that may be a conflict of interest.

5.6 References

§987 The Respondent must provide consent to the IESO contacting the references listed in its Proposal.

5.7 Security Checks

9088 The Respondent shall, if selected by the IESO as the Preferred Respondent for a Contract, provide documentation if required by the IESO so that the IESO may conduct criminal record searches for all of the Respondent's personnel prior to the commencement of work and shall make its project team members confirm their commitment to abide by the security and confidentiality obligations of the IESO as set out under the Contract Standard, and as may otherwise be specified by the IESO.

9189 If such criminal record searches are required, the final Contract between the IESO and the Respondent will be conditional upon all of Respondent's personnel that will be assigned to the awarded Contract passing applicable criminal record searches prior to the required engagement start date.

9290 All resources are also required to successfully complete any applicable IESO information security awareness training delivered by the IESO's security team prior to the required engagement start date.

5.8 Disclosure of Disputes

9391 The Respondent shall provide a description and disclosure of each claim, lawsuit or other dispute in excess of \$100,000 in which the Respondent was involved in the last five (5) years for which any arbitration or court proceeding was commenced.

5.9 Code of Conduct, Intellectual Property and Workplace Violence, Harassment & Discrimination

9492 The Respondent acknowledges that all of its resources will be required to review and accept the IESO Code of Conduct (provided as a separate attachment), and undergo any applicable training on the IESO Code of Conduct that may be provided by the IESO.

9593 The Respondent acknowledges that it will be required to review and accept the IESO Intellectual Property Policy (provided as a separate attachment).

9694 The Respondent acknowledges that all of its resources will be required to review and accept the rules pertaining to workplace violence, harassment & discrimination contained within the IESO Human Resource Policy (provided as a separate attachment).

5.10 Accessibility for Ontarians with Disabilities Act

9795 If the Respondent is subject to the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA"), then, prior to the execution of the Contract, it shall acknowledge that it is in compliance with AODA, including that its resources have received the requisite training under AODA's customer service regulation (Ontario Regulation 429/07).

9896 If the Respondent is not subject to AODA, then, prior to the execution of the Contract, the Respondent shall acknowledge that, if deemed necessary by the IESO, the resources that the Respondent assigns to an awarded Contract will undergo the aforementioned customer service training requested by the IESO upon commencing work on the Contract. For further clarity, it is mandatory that all of the Respondent's resources that will deal with members of the public or other third parties on behalf of the IESO as part of the Contract, complete the IESO's Training on Ontario Accessibility Standard Training for Customer Service prior to the commencement of the Contract.

5.11 Occupational Health and Safety Act and Workplace Safety and Insurance Act

9997 The Respondent shall acknowledge that they are bound by the Occupational Health and Safety Act and Workplace Safety and Insurance Act and hereby warrants and represents that they have completed the requisite training.

10098 If the Respondent has not completed the requisite training, then the Respondent shall agree that the resources that the Respondent assigns to an awarded Contract will undergo the training prior to the commencement of work on the Contract.

– End of Section –

6. General RFP Terms and Conditions

6.1 IESO's Right to Amend, Supplement, Cancel or Disqualify

~~10499~~ Notwithstanding anything contained in this document to the contrary, the IESO may at any time, without liability, cost, or penalty to the IESO:

- i. amend or supplement this RFP, alter any date specified in this RFP, or cancel this RFP;
- ii. elect not to accept any of the Proposals, or to accept only part of a Proposal (and, without limiting the generality of the foregoing, the IESO shall not be obligated to select any given Proposal on the basis of cost, ability to meet the requirements of this RFP, or otherwise);
- iii. waive informalities and defects in any Proposal, conduct such investigations of any Respondent that it sees fit with respect to this RFP, and consider any information whatsoever of any Respondent with respect to this RFP;
- iv. disqualify any Proposal before the Proposal is fully evaluated if, in the opinion of the IESO, the Proposal contains false or misleading information; or if the Respondent or any of its employees, agents, contractors or representatives contact any member of the IESO other than the RFP Coordinator with respect to this RFP; or if the Respondent has failed to satisfy any of the mandatory requirements of this RFP.

6.2 Withdrawal of Proposals (update as required)

~~102100~~ Proposals shall be irrevocable for 60 days from the Closing Date.

6.3 Confidentiality

~~103101~~ All material, data, information, or any item in any form (including any intellectual property rights derived there under) supplied by or obtained from the IESO, or derived from any data which the Respondent may have acquired in connection with this RFP, the selection and negotiation process under this RFP, both before and after the issuance of the RFP, and the Deliverables:

- is the sole property of the IESO and must be treated as confidential in accordance with the Non-Disclosure Agreement attached hereto as Appendix A. The Non-Disclosure Agreement is applicable with respect to responding to this RFP. The Contractor will have an opportunity to negotiate further confidentiality terms with respect to a Contract;
- is not to be used for any purpose other than responding to this RFP and the fulfillment of any subsequent Contract;
- must not be disclosed (unless required by law), including without limitation to anyone at the IESO other than the IESO project team, Chief Executive Officer or Executive Leadership Team, without prior written authorization from the IESO; and
- must be returned to the IESO upon request.

~~104102~~ The Proposal and any accompanying documentation submitted by the Respondent prior to the Closing Date shall become the property of the IESO and shall not be returned.

~~105103~~ The Respondent should identify any information in its Proposal or any accompanying documentation which is supplied in confidence and for which confidentiality is to be maintained by the IESO. The confidentiality of such information will be maintained by the IESO, except as otherwise required by law or by order of a court or tribunal or pursuant to a legal proceeding. The IESO may disclose the Proposal, on a confidential basis, to the IESO's advisors retained for the purpose of evaluating or participating in the evaluation of Proposals.

6.4 FIPPA Compliance

~~107~~¹⁰⁵ The *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31 ("FIPPA"), as amended, applies to information provided to the IESO by a Respondent. In making its Proposal, the Respondent acknowledges that the terms and conditions of any Contract between a Contractor and the IESO may be disclosed by the IESO where the IESO is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding.

~~108~~¹⁰⁶ By submitting any personal information requested in this RFP, the Respondent agrees to the use of such information as part of the evaluation process, for any audit of this procurement process and for contract management purposes.

6.5 Non Exclusivity

~~109~~¹⁰⁷ By submitting a Proposal and participating in the process as outlined in this RFP, the Respondent expressly agrees that no contract or agreement of any kind is formed under, or arises from, this RFP, prior to the signing of a formal written Contract.

~~110~~¹⁰⁸ Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The resulting Contract shall not restrict the IESO from acquiring similar services from other sources.

6.6 Restrictions

~~111~~¹⁰⁹ Respondents who are IESO Former Employees are subject to the following restrictions:

1. They may not respond to this RFP if they became an IESO Former Employee within the period that is six (6) months prior to the Closing Date; and
2. If they are selected as the Preferred Respondent, the length of the Contract will be subject to a maximum duration of eighteen (18) months. Following the contract term, they will be ineligible in another competitive process until after another six (6) month waiting period.

6.7 Governing Law

~~112~~¹¹⁰ This RFP and the Contract between the IESO and the Contractor shall be governed by and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario in any suit, action or proceeding arising out of or in connection with this RFP and the Contract between the IESO and the Contractor.

– End of Section –

Appendix A: Non-Disclosure Agreement

PROJECT: *Name of RFP RFP, released MONTH, DAY, 2016*

OR

NDA WAS SIGNED PRIOR TO RECEIVING THIS RFP DOCUMENT. THIS COPY IS FOR REFERENCE ONLY.

OR

THIS IS NOT REQUIRED FOR THIS RFP

WHEREAS the undersigned company or individual (as applicable, the "Independent Contractor") and the Independent Electricity System Operator ("IESO") wish to exchange information and enter into discussions on a confidential basis with respect to the above referenced project (the "Project");

AND WHEREAS in the course of discussing or evaluating the Project, it may become necessary for the IESO and the Independent Contractor to provide each other with information and/or documentation that each party considers to be of a confidential nature;

NOW THEREFORE in consideration of each party being provided with such Confidential Information (as hereinafter defined), the parties agree:

1. Confidential Information. "Confidential Information" means all data and information, in any form, related to the Project and the business and operations of either party including, without limitation, any and all corporate, financial, economic, legal and customer information, proprietary and trade secrets, technology, accounting records and confidential information of third parties, that has been or will be provided by either party (the "Disclosing Party") to the other party ("the Receiving Party").

Confidential Information does not include information which: (a) is already in the public domain or becomes available to the public other than through an act or omission of the Receiving Party; (b) must be disclosed pursuant to a legal compulsion; (c) is acquired without obligation of confidence from a source, other than the Disclosing Party, that has a legal right to disclose such information; (d) is previously known by the Receiving Party at the time of disclosure or is independently developed by the Receiving Party without violating the obligations of confidentiality in this agreement; or (e) the Disclosing Party has consented in writing to the Receiving Party's disclosure of such information.

A party claiming any of the foregoing exceptions shall have the burden of proof to establish such applicability.

2. Representatives. "Representatives" means directors, officers, employees, contractors, agents, lawyers, advisors and consultants of a party to this agreement, and includes any Representatives of an affiliate of a party.

3. Restricted Use of Confidential Information. The Receiving Party shall keep the Confidential Information confidential and shall use at least the same degree of care in safeguarding Confidential Information as it uses for its own information of like importance, but in no event less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may disclose the Confidential Information to those of its Representatives who require such information for the purposes of the Project, provided that such Representatives are made aware of and required to comply with the obligations of confidentiality contained in this agreement. The Receiving Party shall comply with other reasonable security measures regarding the Confidential Information requested in writing by the Disclosing Party.

4. Term and Survival. This agreement takes effect on the date it is executed by the Independent Contractor. Notwithstanding the return or destruction of all or any part of the Confidential Information, the terms of this Agreement shall nevertheless remain in full force and effect until seven (7) years from the date hereof.

5. Return or Destruction of Confidential Information. All Confidential Information and any reproductions thereof (both written and electronic) which are in possession of the Receiving Party and its Representatives shall be destroyed or returned to the Disclosing Party immediately following the Disclosing Party's request.

6. Compelled Disclosure. Where the Receiving Party is compelled by law to disclose any Confidential Information, it shall provide the Disclosing Party with prompt written notice and co-operate in good faith with the Disclosing Party in any reasonable, lawful action that the Disclosing Party takes to resist such disclosure.

7. No Representations or Warranties. No representations or warranties, express or implied, are made as to the quality, accuracy, completeness or reliability of either party's Confidential Information. The Disclosing Party shall have no liability whatsoever with respect to the use of or reliance upon the Confidential Information by the Receiving Party.

8. Title. The Disclosing Party retains all title to its Confidential Information and all reproductions thereof. This agreement shall

not be construed as granting or conferring any rights to the Receiving Party by license or otherwise in any Confidential Information (including any patent, patent application, trademark, copyright or trade secret) disclosed under this agreement.

9. Remedies. Any violation or threatened violation of this agreement by the Receiving Party will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to equitable relief, including injunctive relief and specific performance in addition to all other remedies available at law or equity.

10. Indemnity. The Receiving Party shall be responsible for any disclosure of Confidential Information by any of the Receiving Party's Representatives that is not permitted by this agreement and for any failure by any of the Receiving Party's Representatives to comply fully with the terms of this agreement. The Receiving Party shall defend, indemnify and hold harmless the Disclosing Party from and against all actions, damages, claims, and costs arising out of any breach of this agreement by the Receiving Party or its Representatives, except that in no event shall the Receiving Party or its Representatives be liable to indemnify and hold harmless a Disclosing Party or the Disclosing Party's directors, officers or employees from or in respect of:

- Any indirect or consequential loss or incidental or special damages including, but not limited to, punitive damages; or
- Any loss of profit, loss of contract, loss of opportunity or loss of goodwill.

The Disclosing Party shall have a duty to mitigate damages, losses, liabilities, expenses or costs relating to any claims for indemnification that may be made by the Disclosing Party.

11. Miscellaneous. This agreement shall not be amended, assigned, nor shall any obligation be waived, except in writing signed by each party. This agreement benefits and binds the parties and their respective successors and permitted assigns. If any part of this agreement is deemed invalid or unenforceable, the balance of this agreement shall remain valid and in full force and effect. This agreement represents the complete agreement between the parties with respect to the subject matter hereof. This agreement is applicable with respect to responding to the abovementioned RFP.

12. Execution via Fax or Email. This agreement may be signed in counterparts and delivered by mail, fax or email, each of which shall be deemed an original and all of which shall constitute one agreement.

13. Governing Law. This agreement shall be governed by and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario in

any suit, action or proceeding arising out of or in connection with this agreement.

Agreed to this __ day of _____, 2016 by,

Independent Contractor - Full Legal Name

Address

Authorized Signature

Print Name and Title

- and -

Independent Electricity System Operator
16 – 120 Adelaide Street West, Toronto ON M5H 1T1

Procurement Specialist to add his/her scanned signature

Procurement Specialist Name, Procurement Specialist

Once completed and signed, please return this
non-disclosure agreement to:

Procurement Specialist Name, **Procurement
Specialist**

By Email: xxxx@ieso.ca and rfp.info@ieso.ca

- End of Section -

Appendix B: Intent to Participate Form

To: Independent Electricity System Operator (IESO)
Procurement Specialist Name, Procurement Specialist
Tel: (905) 855-xxxx
Fax: (905) 855-6459
E-mail: xxxx@ieso.ca and rfp.info@ieso.ca

Company: _____

Address: _____

City: _____ Postal Code: _____

Phone: _____ Fax Number: _____

E-mail address: _____

We have received a Request for Proposals from the IESO entitled Name of RFP RFP and

(select as applicable):

- ☐ we intend to submit a Proposal
- ☐ we do not intend to submit a Proposal

Signature: _____

Title: _____ Date: _____

– End of Section –

Appendix C: Form of Offer

Attention: *Procurement Specialist Name*, Procurement Specialist

Independent Electricity System Operator

Tel: (905) 855-xxxx

Fax: (905) 855-6459

E-mail: xxxx@ieso.ca and rfp.info@ieso.ca

FROM: [Name of Respondent] (the "Respondent"): _____

RE : Offer Letter in response to Name of RFP RFP (the "RFP")

This offer letter forms a part of the Proposal that is being submitted in response to the RFP. The Respondent warrants and represents the accuracy and completeness of the information provided below, and understands and accepts each of the conditions and commitments set below.

- a) The full legal name of the Respondent is:
- b) The head office address, telephone, facsimile number and e-mail address of the Respondent is:
- c) The name, address, telephone, facsimile number and e-mail address of each authorized contact person for the Respondent is:
- d) The jurisdiction under which the Respondent is governed is:
- e) Each individual referred to in Section 1 (c) above is an authorized representative of the Respondent for all matters relating to the Proposal or to any subsequent negotiations to reach a Contract between the Respondent and the IESO. Anything said or done by the authorized representative shall be deemed to have been said or done by the Respondent.
- f) The Respondent consents to the disclosure of the Proposal by the IESO, on a confidential basis, to the IESO's consultants retained for the purpose of assisting with this RFP process.
- g) The Respondent consents to the IESO performing checks with the references listed in the Proposal.
- h) The Respondent has read and understands the RFP including, without limitation, Addenda No(s): _____ (Insert #s or None) and, subject to the qualification set forth below (if any) the Respondent accepts all of the provisions thereof.
- i) The Respondent accepts all of the terms and conditions set out in Appendix D of the Proposal, entitled "IESO Contract Standard A-29-14", subject to the Respondent's proposed changes (if any) as specified in the Proposal. The Respondent understands that if it requires that substantial changes be made to the terms and conditions in IESO Contract Standard A-29-14, such requirement may negatively affect the IESO's evaluation of the Respondent's Proposal.
- j) The Respondent acknowledges that the *Freedom of Information and Protection of Privacy Act* ("FIPPA") applies to the IESO. The Respondent accepts that the terms and conditions of the Contract between a Contractor and the IESO may be disclosed by the IESO where the IESO is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding.
- k) Select as applicable:

The Respondent has disclosed all disputes as defined in Section 5.8 Disclosure of Disputes.

Or

The Respondent has no disputes to disclose.
- l) Select as applicable:

The Respondent certifies that it does not and will not have any conflict of interest (actual or potential) in submitting the Proposal or fulfilling the obligations as the service provider under the Contract.

Or

The following is a list of situations, in each of which, the Respondent appears to be or may potentially be in a conflict of interest in submitting the Proposal or in fulfilling the obligations as the service provider under the Contract. Other than as set out below, the Respondent certifies that it does not and will not have any conflict of interest (actual or potential) in submitting the Proposal or fulfilling the obligations as the service provider under the Contract.

m) Select as applicable:

The Respondent has no knowledge of, nor the ability to avail itself of, Confidential Information of the IESO in preparing the Proposal (other than Confidential Information which may have been disclosed by the IESO to the Respondent in the normal course of this RFP process) which could result in prejudice to the IESO or an unfair advantage to the Respondent.

Or

The following is a list of situations, in each of which the Respondent appears to have knowledge of, or may potentially have the ability to avail itself of, Confidential Information (other than Confidential Information which may be disclosed by the IESO to the Respondent in the normal course of this RFP process) which could result in prejudice to the IESO or an unfair advantage to the Respondent. Other than as set out below, the Respondent certifies that it does not and will not have any knowledge of, nor the ability to avail itself of, Confidential Information (other than Confidential Information which may be disclosed by the IESO to the Respondent in the normal course of this RFP process) which could result in prejudice to the IESO or an unfair advantage to the Respondent.

n) If selected by the IESO as the service provider under a Contract, the Respondent agrees to satisfy all the conditions defined in Section 5.7 Security Checks of the RFP.

o) The Respondent acknowledges and agrees to the terms in the IESO's Code of Conduct, IESO's Intellectual Property Policy and the rules pertaining to workplace violence, harassment & discrimination contained in the IESO's Human Resource Policy.

p) Select as applicable:

The Respondent declares that it can offer Alternative Resources if required.

Or

The Respondent declares that it cannot offer Alternative Resources if required.

q) Select as applicable:

The Respondent declares that neither it nor any of its proposed resources are a family member of a current IESO employee.

Or

The Respondent declares that it or one of its proposed resources are a family member of a current IESO employee. That IESO employee is: _____.

r) Select as applicable:

The Respondent declares that it is not an IESO Former Employee.

Or

The Respondent declares that it is an IESO Former Employee. The official retirement start date was: _____.

s) Select as applicable:

The Respondent is subject to the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and is in compliance with AODA, including that all of its resources have received the requisite training under AODA's customer service regulation (Ontario Regulation 429/07).

Or

The Respondent is subject to the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and is not compliant with AODA and all of its resources have not yet received the requisite training under AODA's customer service regulation (Ontario Regulation 429/07). The Respondent agrees that, if deemed necessary by the IESO, the resources that the Respondent assigns to an awarded Contract will undergo the customer service training requested by the IESO prior to the commencement of work on the Contract.

Or

The Respondent is not subject to AODA and agrees that, if deemed necessary by the IESO, the resources that the Respondent assigns to an awarded Contract will undergo the customer service training requested by the IESO upon commencing work on the Contract.

For further clarity, it is mandatory that all of the Respondent's resources that will deal with members of the public or other third parties on behalf of the IESO as part of the Contract complete the IESO's Training on Ontario Accessibility Standard Training for Customer Service at the commencement of the Contract.

t) Select as applicable:

The Respondent acknowledges that it is are bound by the Occupational Health and Safety Act and the Workplace Safety and Insurance Act and hereby warrants and represents that they have completed the requisite training.

Or

The Respondent has not completed the requisite training and agrees that the resources that the Respondent assigns to the awarded Contract will undergo the training prior to the commencement of work on the Contract.

u) If selected by the IESO as the service provider under a Contract, the Respondent agrees to satisfy all of the Deliverables in an efficient and professional manner and will meet the project schedule detailed in the RFP. The Respondent also acknowledges that it will not receive reimbursement of any related expenses except for IESO directed travel in accordance with the Provincial Governments Travel, Meal and Hospitality Directive.

[NAME OF RESPONDENT] _____

Authorized Signature: _____

Name and Title: _____

Date: _____

– End of Section –

Appendix D: IESO Contract Standard A-29-16



CONTRACT STANDARD

Class	Number	Date
A	29	16

INDEPENDENT ELECTRICITY SYSTEM OPERATOR (IESO) STANDARD COMMERCIAL CONDITIONS FOR CONTRACT SERVICES

Issued July 2016

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|--|--|

1. Contract Documents and Order of Precedence

The contract will consist of (1) the purchase order; (2) these standard commercial conditions; (3) IESO's Request for Proposal; and (4) the Contractor's proposal (collectively, the "Contract"). These documents, and portions thereof, will take precedence in the order in which they are named.

There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in the Contract. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made either prior to, contemporaneous with, or after entering into the Contract, or any amendment or supplement thereto, by any party to the Contract or its directors, officers, employees or agents, to any other party to the Contract or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of the Contract, and none of the parties to the Contract has been induced to enter into the Contract or any amendment or supplement by reason of any such warranty, representation, opinion, advice or assertion of fact.

2. Governing Law

This Contract shall be governed by and shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario in any suit, action or proceeding arising out of or in connection with this Contract.

3. Laws, Regulations and Codes

The Contract will comply with all federal, provincial and municipal statutes, regulations, bylaws, standards and codes which are applicable to the performance of the Contractor's work for the IESO.

The Contractor will also comply with the IESO's Code of Conduct and the rules pertaining to Workplace Violence, Harassment & Discrimination contained in the IESO's Personnel Policy, copies of which will be provided to the Contractor.

The Contractor shall comply with the Occupational Health and Safety Act and the Workplace Safety and Insurance Act

and hereby warrants and represents to the IESO that it has completed all requisite training required thereunder.

The Contractor is in compliance with the Accessibility for Ontarians with Disabilities Act, 2005 "AODA") and all of its resources have received the requisite training under AODA's customer service regulation (Ontario Regulation 429/07). If the Contractor is not subject to the AODA, then it hereby agrees that all of its resources will undergo the required training to be provided by the IESO.

4. IESO Representative

IESO will inform the Contractor as to the identity of its authorized representative, to whom all correspondence, reports and documents will be addressed. No acceptance, instruction, approval or statement by IESO's authorized representative or by any other representative of IESO will relieve the Contractor from responsibility for proper performance of the work.

5. Independent Contractor Status and Staff

The Contract is a contract for the performance of a service and the Contractor is engaged under the Contract as an independent contractor for that sole purpose. Neither the Contractor nor any of the Contractor's personnel is engaged by the Contract as an employee, servant or agent of the IESO.

Neither party will have the authority to bind the other or to assume or create any obligation or responsibility expressed or implied on the other's part, or in its name, nor will it represent to anyone that it has such power or authority, except as expressly provided in the Contract.

Prior to commencing the work, the Contractor will appoint a manager or professional as Project Manager who will be responsible for the administration and co-ordination of all phases of the work. Contractor's staff shall have the knowledge, abilities, experience and qualifications required for the work and will perform their tasks in a professional manner. Changes to the Contractor's staff will require IESO approval, except in the case where such replacement is as a result of illness or termination of such personnel, in which case the Contractor may remove members of its staff, provided however that IESO may request that it approve, acting reasonably, any replacement. IESO may request, at its discretion, that the dedicated project individual(s) be changed and the Contractor will accommodate such requests.

6. Security Checks

The Contractor shall provide documentation required by IESO so that IESO may conduct security checks for Contractor personnel prior to the commencement of work. Security checks shall include, but may not necessarily be limited to, Canadian Security Intelligence Service searches and Criminal Record searches. The acceptance of the Contract by IESO is conditional upon the IESO being satisfied that Contractor personnel do not pose a security threat to IESO.

7. Assignment or Subletting

This agreement shall not be amended, assigned, sublet, nor shall any obligation be waived, except in writing signed by each party. This agreement benefits and binds the parties and their respective successors.

8. Non-Resident Contractors

The Contractor is responsible for applying to Immigration Canada for admission of personnel into Canada and for obtaining work permits where required. The Contractor will be required to obtain customs clearance and pay duties and taxes where applicable, for goods or tools used in the performance of the work or imported into Canada. Assistance with clearance of goods will be provided by IESO if requested. The Contractor shall pay all applicable taxes on goods and tools notwithstanding that such goods or tools may be duty free, such as those originating in a NAFTA country.

9. Withholding Tax

Certain amounts paid or credited to non-residents of Canada are subject to income tax withholding in accordance with rates and conditions set forth in the Income Tax Act and tax treaties. This tax is remitted to the Canada Revenue Agency. Contractor may apply to the Canada Revenue Agency for a waiver before commencement of the work in Canada to avoid this withholding.

For U.S. contractors, a 15% withholding tax is required on the gross amount payable for services rendered in Canada (i.e., consulting fees, maintenance fees) and 10% withholding tax is required on rentals, royalties and similar payments (including payments for the rights to use computer software).

10. IESO Owned Equipment

Equipment authorized by IESO for purchase by the Contractor or supplied to the Contractor by IESO, will be used solely in the performance of the work unless prior written approval is obtained from IESO. Title to such equipment will remain with IESO. When in the Contractor's possession, it will ensure the equipment will be clearly identified as property of IESO. The Contractor will be responsible for safeguarding such equipment while in its custody and control, maintaining a system of inventory control acceptable to IESO, acting reasonably. IESO will have reasonable access to the premises of the Contractor for the purpose of verifying records and auditing inventories of such equipment

Following completion of the work or termination of the Contract, the Contractor will, unless otherwise directed by IESO, make all such equipment immediately available for pick up by IESO. The Contractor will be liable for the repair or replacement of all IESO owned equipment which becomes damaged or lost while in the custody or control of the Contractor.

11. Terms of Payment

If established in the Contractor's proposal and referenced in the purchase order, gross, fixed hourly rates may be established for specific personnel or for classes of personnel. Such rates and any proposed increases will be subject to audit as set forth below only for consistency of application of the Contractor's cost factors. Such rates will be subject to adjustment annually for increases in cost factors

If fixed rates are not established in the purchase order, the Contractor will indicate in advance the hourly rate to be charged for the Contractor personnel engaged in the work. Unless otherwise stipulated, the hourly rate will be broken down in the Contractor's proposal and calculated based on:

- (a) the payroll cost of that hour for the particular person involved; plus
- (b) a fixed percentage markup on said payroll cost, the percentage being that specified in the Contractor's proposal.

Payroll cost will mean normal salary or wages plus a payroll burden percentage of such salary or wages (as specified in the Contractor's proposal) which represents a provision for statutory holidays, vacation, sick time, unemployment insurance, hospitalization and medical insurance, group life insurance, workers'

compensation, and pension plan (tax equalization payments, bonuses and profit-sharing plans will not be included in payroll cost and are not compensable under the Contract). The hourly rate used will be based on the number of regular working hours in 260 working days. Hours charged will be calculated to the nearest hour.

The payroll burden percentage may be revised annually as necessary to reflect changes in statutory and other allowances. IESO will, at its cost, have the right to verify the established rate and revisions thereto.

The Contractor's personnel designated as manager or above, including Project Manager, will not be charged to the work unless explicitly contemplated in the Contractor's proposal and they are engaged in making a direct technical contribution thereto or unless otherwise specified. Any effort which contemplates such charges not set out in the Contractor's proposal will require IESO's prior written authorization.

The Contractor's personnel designated as manager or above, including Project Manager, will not be charged to the work unless explicitly contemplated in the Contractor's proposal and they are engaged in making a direct technical contribution thereto or unless otherwise specified. Any effort which contemplates such charges not set out in the Contractor's proposal will require IESO's prior written authorization.

The use of overtime hours on the work will be subject to IESO's prior written approval. Overtime hours will be compensated at straight time hourly rates. If overtime use becomes extensive, IESO will be entitled to a reasonable adjustment in overhead rates to take the increase in billable hours into account.

The services of other contractors will not be employed without the prior written approval of IESO. In such case, the Contractor will be reimbursed, without mark-up, at the per diem rate charged by the other contractor(s).

IESO will not reimburse the Contractor for expenses or administrative charges. Accordingly, these expenses should be included as part of the rates.

12. Invoicing

Charges for services rendered and reimbursable expenses incurred may be submitted monthly unless otherwise specified. Invoices will be in such detail and format as specified by IESO. Payment of acceptable invoices will be made 30 days after receipt

thereof. If at any time during the performance of the work there are deficiencies in the work, including non-delivery of an acceptable final report, IESO will have the right to withhold from any invoice an amount that, in IESO's reasonable opinion, takes into account the deficiencies. Any amount withheld will be paid 30 days after receipt of invoice submitted after IESO's approval of the correction of deficiencies.

13. Taxes

All applicable taxes shall be shown separately on all invoices. When submitting an invoice for a pre-approved special expense, the Contractor shall show the expense and tax components as separate line items.

14. Health and Safety

If the work includes field work, the Contractor will comply with all relevant safety rules and regulations, including, without limiting the generality of the foregoing, those established by IESO.

In order to ensure a healthy workplace and address the health hazard posed by the use of scented products in our workplaces, all IESO workplaces have been designated as fragrance free. The Contractor is required to ensure that its personnel who may be at an IESO workplace are made aware of this policy. Non-compliance will result in denial of access for the individual to IESO workplaces or, if the individual has already entered before the fragrance is detected, then the individual will be directed to leave the IESO workplace immediately. No allowances will be made to the Contractor's obligation to complete the work in accordance with the schedule in the Contract because of such denial of access or direction to leave.

The Contractor will not use electronic devices when driving on IESO-related business or activities even if the electronic device has "hands-free" capability. The Contractor will also not use electronic devices at any time while driving to make, take or view an IESO-business-related call, message, text or email, even if the electronic device has "hands-free" capability.

15. Inspection and Warranty

IESO's authorized representative will have the right to inspect the work at all times and may reject any part thereof which is found to be not in accordance with specifications and statements set out in the Contract or otherwise required by law. Any of the work so rejected will be promptly redone by the Contractor at no additional cost to IESO. This will include, but not be limited to, all drawings and data prepared by the Contractor under the Contract which are found, within a period of one year from date of transmittal to IESO, to be incomplete or inaccurate due to a failure to comply with said specifications and standards.

16. Progress Reports

Unless otherwise agreed in the Contract, the Contractor will forward to IESO on or before the 20th day of each month, a progress report in such form and detail as may reasonably be requested by IESO, showing the progress of the work to the end of the preceding month. Such report will also include a summary of the costs to date, estimated cost to completion of the work, and an explanation of any variance from the original estimate. The Contractor will notify IESO immediately upon having expended or committed 80% of the authorized funds.

17. Completion of the Work

The Contractor will complete the work in accordance with the schedule set forth in the Contract and, if necessary, will increase the level of effort/resources necessary to ensure the schedule is maintained. Any price or funding limitations will not be exceeded without IESO's written authorization, notwithstanding any extra efforts required to maintain schedule.

18. Termination

IESO may terminate the work or any portion of the work under the Contract for any reason upon 30 days written notice to the Contractor. Unless otherwise agreed between the Contractor and IESO, upon termination IESO will be obligated to pay the Contractor only for work completed and expenses incurred prior to the expiry of the notice period. The Contractor will not undertake any forward commitment after receipt of notice of termination. Either party may terminate the Contract in the event that the other party materially breaches the Contract and such breach is not cured to the reasonable

satisfaction of the non-breaching party within 15 days of written notice of such breach.

19. Proprietary Rights; Confidentiality

Both parties will retain all rights to methodology, knowledge, and data brought to the work and used therein. No rights to proprietary interests existing prior to the start of the work are passed hereunder other than rights to use same as provided for below. The Contractor will not knowingly incorporate into the work any data, software or hardware, the use of which by IESO violates the proprietary rights of third parties.

All title and beneficial ownership interests to all intellectual property of any form conceived, designed, written, produced, developed or reduced to practice in the course of the work will vest in and remain with IESO. The Contractor waives all moral rights that it has, and shall cause its employees to waive any moral rights they may have, in the work. The Contractor will not do any act which may compromise or diminish IESO's interests as aforesaid.

The Contractor grants to IESO a non-exclusive paid up license to use any data and other proprietary items incorporated into the work by the Contractor hereunder. The Contractor may, by prior written notice and written acknowledgment by IESO's representative, reserve the right to incorporate into the work data or other proprietary property for the use of which the Contractor wishes to charge a fee. If said notice and acknowledgment are not executed prior to the incorporation, the Contractor will be deemed to have waived any such fee. IESO will have the right to exploit such data and property and to license same to third parties provided that such licenses contain reasonable reservations of proprietary rights in favor of the Contractor (which may be included in a general reservation, but will contain the same order of legal protection as the Contractor uses when distributing such data or property to third parties) or provided the use of same does not reveal information proprietary to the Contractor.

Except as required in the performance of the work or as authorized in writing by the owner, each party will keep confidential all proprietary information of the other, including, without limitation, all unpublished business and technical information, papers, or records, however produced. Notwithstanding, the IESO may disclose the scope of work, price of the Contract, and total dollars to one or more unions that represent certain IESO employees as may be required under the applicable collective agreement, provided that

such union(s) are made aware of the obligations of confidentiality contained in the Contract. These obligations of confidentiality will survive completion and/or termination of the Contract and will apply for a period of five years from the date of the last invoice submitted by the Contractor hereunder.

20. Compliance with Privacy Laws

In this section, "Personal Information" means any information about an identifiable individual, which before or after the date of the Contract, is exchanged, disclosed, transferred, stored, warehoused, accessed, processed, handled or in any way made available to the Contractor. "Privacy Laws" includes the *Personal Information Protection and Electronic Documents Act* (Canada), *Freedom of Information and Protection of Privacy* (Ontario), and the provisions of any other applicable municipal, provincial or federal or other laws, regulations, decisions, orders, judgments and rulings or regulatory requirements applicable to either party to our agreement from time to time that address the collection, use, transfer or disclosure of Personal Information.

The Contractor agrees to comply with all Privacy Laws applicable to either it or IESO in relation to Personal Information and shall refrain from taking any action that could cause IESO to be in non-compliance with any such Privacy Laws. The Contractor represents that it has named a person (or persons) responsible for ensuring compliance with the obligations of this section. The Contractor agrees to reasonably cooperate with IESO in connection with any access requests for Personal Information as provided for in the Privacy Laws. The Contractor agrees to amend Personal Information as required by the Privacy Laws, only upon receiving instructions to do so from IESO, or, its authorized personnel. The Contractor agrees, to return to IESO or destroy all Personal Information which is no longer necessary to fulfill the purpose(s) for which it was made available, within 10 business days unless otherwise instructed by IESO or required by law.

21. Accounts and Right to Audit

The Contractor will keep proper accounts and records of the work in such form and detail satisfactory to IESO. Such accounts and records, including invoices, receipts, time cards and vouchers will at all reasonable times be open to audit, inspection and copying by IESO. Accounts and records will be preserved and kept available for audit until the expiration of two years from the date of completion or termination of the work.

22. Limitation of Liability**– End of Section –**

Each party's liability under the Contract will be limited to the greater of: (a) the total amount of fees paid or payable by IESO to the Contractor under the Contract; and (b) the total amount of professional errors and omissions insurance coverage the Contractor has in place at the commencement of the work, or which the Contractor obtains during the course of the work and toward the cost of which IESO directly or indirectly contributes, (i.e., through payment of overhead markups).

23. Force Majeure

If the performance of the Contract, or any obligations thereunder, is prevented, restricted, or interfered with by reason of: fire, flood, earthquake, explosion, or other casualty or accident or act of God; strikes or labour disputes; inability to procure or obtain delivery of parts, supplies, power or software from suppliers; failure, delay, interruption or other adverse impact caused by telecommunications carriers, internet service providers, and other intermediaries; war or other violence; any law, order proclamation, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party (a "Force Majeure"), the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference; provided, however, that the party so affected will take all reasonable steps to avoid or remove such Force Majeure and will resume performance hereunder with dispatch whenever such causes are removed.

24. Severability

If any provisions of the Contract are for any reason deemed by a court or tribunal of competent jurisdiction to be illegal or unenforceable, such provision will be deemed severable from the remaining provisions of the Contract and will in no way affect or impair the validity or the enforceability of the remaining provisions of the Contract.

Appendix E: Pricing Proposal Template (Update tables as required)

IESO's preferred approach to award this Contract is on a fixed price basis. However, Respondents may offer hourly rates of proposed resources with expected hours to complete this engagement as an alternative. The IESO reserves the right to award the Contract on either basis.

Note: The IESO will not reimburse the Contractor for any related expenses or administrative charges, except as noted in Section 4.5 of the RFP. Accordingly, these expenses should be included as part of the rates.

Preferred Approach: FIXED PRICE BASIS

Resource Name & Title	Effort (hours)
Fixed Price	\$

Alternative Approach: HOURLY RATE BASIS

Resource Name & Title	Expected Effort (hours)	\$ Rate/Hr
		\$
		\$
		\$
		\$

PROFESSIONAL RATE CARD
Pricing Hourly and Per Diem:

Resource Name & Title	% of Time allocated to Engagement	Total Estimated Effort Hrs./Days	\$ Rate/Hr. & Per Diem
		H	\$
		D	\$
		H	\$
		D	\$
		H	\$
		D	\$
		H	\$
		D	\$
		H	\$
		D	\$

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