

RFSQ-4-2016



Specialized Services Resource Pool Request for Supplier Qualification

Issue 1.0

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1. Introduction

1.1 About the IESO

- 1 The Independent Electricity System Operator (“IESO”) oversees the safe, sustainable and reliable operation of Ontario’s power system. The company is also responsible for managing Ontario’s wholesale electricity market, through which the supply and demand for electricity are kept in balance and the Hourly Ontario Energy Price is set.
- 2 Additional information regarding the IESO can be found at: www.ieso.ca
- 3 The IESO’s Market Assessment and Compliance Division (MACD) oversees the Ontario electricity system and market through enforcement of the Ontario electricity market rules and North American electricity reliability standards, and assessment of the market for the purpose of issuing public recommendations for market design improvements.
- 4 MACD is composed of two units: (i) Market Assessment; and (ii) Compliance Enforcement. It is a specially constituted division of the IESO, making decisions independently of the rest of the IESO. This is primarily because the IESO may be subject to enforcement under the Ontario electricity market rules, and is often a subject of market assessment recommendations.
- 5 Supported by the Compliance Enforcement Unit, MACD’s Director independently makes all determinations and exercises all authorities accorded to the IESO in the Ontario electricity market rules concerning monitoring, auditing and investigations. These processes may lead to determination of breaches of the rules and standards and the imposition of sanctions, including financial penalties. In addition, MACD’s audits, investigations and reviews may lead to determinations of recovery of payments made to participants.
- 6 MACD’s objective is to foster compliance by market participants and the IESO with the Ontario’s electricity market rules and North American reliability standards through a variety of activities. In addition to enforcement, MACD engages in public communications, education and rule interpretation, with the goal of enabling proactive compliance by market participants and the IESO.
7. The Market Assessment Unit (MAU) supports the Ontario Energy Board’s Market Surveillance Panel in its monitoring, investigations and reporting on activities and behaviours in Ontario’s electricity market, as well as the performance of the market. The Panel relies on the MAU’s market monitoring and analysis in order to carry out its responsibilities.

1.2 Objectives of this RFSQ

- 7 This Request for Supplier Qualification (RFSQ) is issued by the IESO as an invitation to qualified interested parties to submit Responses in order to be prequalified and included in a Resource List for the future provision of services as described herein.
- 8 This RFSQ 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.
- 9 The objectives of this RFSQ is to ensure that the IESO contracts for the Services 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 Provincial Government’s Management Board of Cabinet Procurement Directive.
- 10 The outcome of this RFSQ will be a Resource List of Prequalified Respondents that have Prequalified Resources available to provide specialized services to the IESO described below to support IESO initiatives as more fully specified in this RFSQ. The IESO will maintain the Resource List as one method by which to obtain specialized services.

- 11 Placement on the Resource List does not constitute a guarantee of any work to any Prequalified Respondent. Prequalified Respondents will remain on the Resource List for a three (3) year period if there are no changes to their respective Resources, with an option for the IESO to extend the listing for a further two (2) year period. The Prequalified Respondent will be required to review the information contained in their Response every year and advise the IESO of any changes thereto. A Prequalified Respondent may be removed from the Resource List at the sole discretion of the IESO upon the IESO receiving information that changes their prequalification status.
- 12 Those who have previously submitted for prequalification and have received notifications accordingly do not need to reapply unless there is a change in their respective Resources. The previous prequalification results will remain the same.
- 13 Submissions will be reviewed when and as received and the IESO will make reasonable efforts to process all requests in a timely manner. Categories where prequalified resources are lacking will be given priority on their evaluations.
- 14 This RFSQ will remain open for submissions for a 5 year period which commenced June 27, 2016. No further submissions will be accepted after June 26, 2021. At the discretion of the IESO, this RFSQ may be reposted if further resources are required.

1.3 Scope of this RFSQ

- 15 This RFSQ sets out all of the timelines, document format, and legal issues relating to this RFSQ process.
- 16 This RFSQ is not a tender call. This RFSQ does not commit the IESO in any way to include a Respondent or any of their Resources on the Resource List or select a Preferred Respondent to negotiate or award a Contract.
- 17 The IESO reserves the right to reject any or all Responses; to amend or terminate this RFSQ process; and to retain all Responses submitted up to the termination date.
- 18 This RFSQ is not intended to create, and should not be construed as creating, contractual relations between the IESO and any Respondent.

1.4 Conventions

- 19 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*”). Each of the rights and powers reserved by the IESO in this RFSQ may be acted upon by the IESO in its sole and absolute discretion.

1.5 Mandatory and Recommended

- 20 This RFSQ specifies numerous format and content-related requirements, some of which are mandatory and some of which are recommended and desirable.
- 21 The words “must”, “shall”, and “required” designates a mandatory condition that must be met in all material respects in order for the Response to receive consideration. If a Response is not in substantial compliance with a mandatory requirement of this RFSQ, the IESO may disqualify the Response from this RFSQ process.
- 22 The words “should” and “desirable” mean a recommended condition not considered essential, but having a significant degree of importance to the objectives of the RFSQ and for which preference may be given.

1.6 Definitions

- 23 In addition to the terms defined elsewhere in this RFSQ, capitalized terms shall have the meanings given to them below:
- "**Alternate 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 prequalified resource in order to mitigate service interruptions.
 - "**Contract**" means a written binding agreement between the IESO and a Contractor for the provision of Services as a result of a RFS and Statement of Work issued to the Prequalified Respondent, consisting of the documents specified in Section 1 of Appendix C, "Contract Standard A-29-14".
 - "**Contractor**" means a Prequalified Respondent that enters into a Contract with the IESO.
 - "**Closing Date**" means the initial deadline for submitting a Response as set out in the Timetable.
 - "**Form of Offer**" means the form attached hereto at Appendix B.
 - "**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.
 - "**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.
 - "**MACD**" has the meaning specified in Section 1.1
 - "**Prequalified Resource**" means a Resource of a Prequalified Respondent accepted by the IESO and included on the Resource List.
 - "**Prequalified Respondent**" means a Respondent, including its successors and assigns, whose Resource(s) are accepted by the IESO and included on the Resource List.
 - "**Resource**" means an individual available to the Respondent to provide one or more of the Services.
 - "**Resource List**" means the listing maintained by the IESO of Prequalified Respondents and their Prequalified Resource(s).
 - "**Respondent**" means an entity that submits a Response.
 - "**Response**" means the Respondent's formal response to this RFSQ. A Response will be binding on the Respondent's successors and assigns.
 - "**RFS**" means a request for service issued by the IESO with a Statement of Work to a Prequalified Respondent regarding the provision of Services.
 - "**RFSQ**" means this Request for Supplier Qualification.
 - "**RFSQ Coordinator**" means the IESO's authorized representative specified in Section 3.1 and the Respondent's point of contact for all purposes relating to this RFSQ.
 - "**Service Categories**" means the categories of services required by the IESO as set out in Section 2.2.
 - "**Services**" means the services and other deliverables to be provided under a Contract by the Contractor to the IESO.
 - "**Statement of Work**" means a detailed statement of the Services to be provided under a RFS.
 - "**Timetable**" means the schedule of key procedural dates and times relating to this RFSQ, as specified in Section 5.3.
 - "**Toronto Time**" means Eastern Standard Time or Daylight Saving Time as provided for in the *Time Act* of Ontario.

1.7 Acronyms

- 24 “**OEB**” means Ontario Energy Board.
- 25 “**FERC**” means U.S. Federal Energy Regulatory Commission.
- 26 “**NERC**” means North American Reliability Corporation.
- 27 “**NPCC**” means Northeastern Power Coordinating Council.
- 28 “**IESO**” means Independent Electricity System Operator.
- 29 “**TFE**” means Technical Feasibility Exception.
- 30 “**MACD**” means Market Assessment and Compliance Division of the IESO.
- 31 “**SCADA**” means Supervisory Control and Data Acquisition
- 32 “**PJM**” means the interconnected electricity markets operated in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia operated under a common reliability transmission operator.
- 33 “**TTC**” means Transmission Transfer Capability.
- 34 “**ATC**” means Available Transmission Capability.
- 35 “**MAU**” means Market Assessment Unit of MACD.
- 36 “**TR**” means Transmission Rights according to Ontario market rules definitions of Chapter 11.

– End of Section –

2. Deliverables

2.1 Purpose of this RFSQ

- 37 The purpose of this RFSQ is to invite Respondents to submit Responses from which the IESO will conduct the evaluation process set out below in order to establish the Resource List.
- 38 The IESO may augment the Resource List by accepting Responses on an ongoing basis from Respondents.
- 39 The IESO reserves the right to re-evaluate and amend the requirements of the Service Categories as outlined in section 2.2, and may issue a new RFSQ at any time where additional services are required.
- 40 The purpose of the RFSQ is to develop a Resources List of Prequalified Resources with specialties in various categories to support our ongoing specialized requirements for a 5 year period with an option to renew for an additional two years. As indicated above, a Prequalified Respondent will be expected to review the information set out in their Response each year and provide any changes to the qualifications or availability of Prequalified Resource(s), including their experience, background, education, credentials, or real or potential conflicts of interest.
- 41 If a Respondent Prequalified in the previous RFSQ, they will remain Prequalified in this updated RFSQ and are not required to resubmit to facilitate requalification. However, Prequalified Resources are required to re-complete and re-sign the Appendix D to this updated RFSQ. Further, if a Respondent is Prequalified, it is it is required to keep its information up to date. The IESO asks that Respondents submit any updates as part of this updated RFSQ as it includes a revised Appendix A and a revised Appendix C.
- 42 An RFS including a Statement of Work will be issued by the IESO to a Prequalified Respondent from the Resource List with suitable Prequalified Resource(s) for the Services required.

2.2 Service Categories

- 43 The Respondent must be able to provide one or more Resources to support some or all of the IESO's Service Categories. Prequalified Resources will be selected by the IESO for a single service category or sub-category or multiple categories.
- 44 The Service Categories provide general and specific subject matter areas for which offered Resources can prequalify. Resources can prequalify for more than one Service Category(s). The knowledge and experience listed below in each Service Category is not exhaustive but is offered to provide a sense of the subject matter area for which Resource(s) can prequalify. A Service Category is not intended to provide a minimum or maximum standard from which the IESO will base its evaluations of Respondents and their Resource(s) which will be set out in the RFS and Statement of Work. The following information is provided to assist Respondents in assessing the fit of their proposed Resource(s).
- 45 In addition to the knowledge and experience identified in the Service Categories in section 47 , the Respondent should provide evidence of the experience of its Resource(s) with conducting the work processes identified in Section 2.3 of this document.
- 46 The following are the Service Categories and the necessary knowledge and experience:

Service Category 1: Cyber Security Infrastructure Protection

- i. Cyber security protection systems, methods, best practices,
- ii. Knowledge of and experience in auditing cyber security systems,
- iii. Knowledge of and experience with maintaining, upgrading or commissioning cyber security system for electricity industry control and protections systems (e.g. SCADA & System Control),
- iv. Knowledge of and experience with generation station, transmission station, system control centre control systems protection and control equipment,
- v. Knowledge of and experience with the application of NERC Cyber Infrastructure Protection Standards.

Service Category 2: Physical Security Specialist

- i. Knowledge of an experience with physical security equipment, methods and best practices,
- ii. Knowledge of and experience in auditing physical security equipment, methods and best practices,
- iii. Knowledge of and experience with maintaining, upgrading or commissioning physical security systems,
- iv. Knowledge of and experience with generation station, transmission station, system control centre, control physical security equipment, methods, and best practices; and
- v. Knowledge of and experience with the application of Cyber Infrastructure Protection Standards

Service Category 3: Monitoring, investigative techniques and Enforcement Specialist

- i. Knowledge of and experience with executing monitoring and auditing techniques (e.g. inspections, audits, spot checks, self-certification/assertions, walk through, interviews, tracings, etc.),
- ii. Knowledge of and experience with executing investigative techniques (e.g. interviews in compelled testimony circumstances, search and seizure, gathering physical and electronic evidence, evidence management methods.)
- iii. Knowledge of and experience with sanctioning and sentencing methods
- iv. Knowledge of and experience with monitoring, investigative, and litigation and evidence support tools, systems, and processes.
- v. Knowledge of and experience with adjudicative processes (e.g. hearings/trials, tribunals methods, dispute resolution processes including mediation and arbitration); and
- vi. Knowledge of enforcement project management best practices.

Service Category 4: Ontario Electricity Industry Regulatory Affairs Representative

- i. Knowledge of and experience with managing government and regulatory issues within the province of Ontario in the electricity industry,
- ii. Knowledge of and experience with managing regulatory issues with the Ontario Ministry of Energy, Ontario Energy Board, and industry stakeholders (e.g. Canadian Electricity Association),
- iii. Knowledge of and experience with managing issues with NERC, regional entities (e.g. NPCC), FERC, committees of NERC or regional entities for Ontario electricity industry companies (e.g. transmitters, distributors, generators, traders, IESO); and
- iv. Knowledge of and experience with developing protocols or other clarifications of institutional arrangements with regulatory organizations such as NERC, regional entities, FERC, and OEB.

Service Category 5: Ontario Market Expert

- i. Knowledge of and experience with the operations of all key facets of the Ontario *IESO-administered markets* and programs such as: Enhanced Day Ahead Commitment, day-ahead and real time Production Cost Guarantee, ancillary service contracts (e.g. *regulation, black start capability, reactive support service and voltage control service*), real time energy market, *operating reserve*, and demand response;
- ii. Knowledge of and experience with the *IESO* processes which govern the operations of all of the above *IESO-administered markets* and programs across multiple time frames (e.g. long term, short term, and real time planning); and
- iii. Knowledge of and experience with framework models in electricity markets across North America with desired emphasis on particular familiarity with Northeastern or connected American and Canadian deregulated jurisdictions (e.g. New York, Ontario, Quebec, Manitoba, Minnesota, New England, Midwest, PJM, New Brunswick).

Service Category 6: Pulp and Paper Specialist

- a) **Service Sub-Category: Mill Production/ Cost Accountant Specialist**
 - i. Knowledge of and experience with financial functions for the mill site including cost analysis; and
 - ii. Broad understanding of finance, business management and the interrelationships among these disciplines, as well as knowledge of cost accounting and general accounting operations.
- a) **Service Sub-Category: Production and Shift Operations Specialist**
 - i. Knowledge of and experience with manufacturing processes of a pulp and paper mill including standard operational and safety practices and procedures;
 - ii. Understanding of maintenance practices and integration into the daily operations of the manufacturing process;
 - iii. Knowledge of financial drivers of a pulp and paper mill regarding their impact on the manufacturing processes; and
 - iv. Knowledge of and experience with optimization of electrical consumption and energy management contacts.

Service Category 7: Revenue & Operational Metering Specialist

Experience with and knowledge of the deregulated Ontario wholesale electricity market, and Ontario wholesale revenue metering registration processes for the IESO-administrated markets;

- i. Knowledge of and experience with wholesale and retail revenue metering provincial and federal regulatory compliance requirements;
- ii. Knowledge of and experience with the installation, maintenance, testing, and commissioning of wholesale and retail revenue metering installations and all associated safety, best practices and federal and provincial regulations;
- iii. Knowledge of and experience with Ontario Metering Service Provider responsibilities under the Ontario market rules;
- iv. Knowledge of and experience with conducting and reporting on audits and inspections of revenue metering installations for the purposes of compliance with the Ontario market rules, provincial and federal regulations;
- v. Knowledge of and experience with emerging technologies such as smart metering interrogation tools;
- vi. Knowledge of and experience with electrical system and related retail and wholesale revenue meter interrogation and billing cycle;
- vii. Knowledge of and experience with Ontario electricity market revenue metering installation evaluations including functional specifications, accuracy requirements, power switching, back-up systems, site documentation, registration, communications systems, security, losses, error correction etc.; and
- viii. Knowledge of and experience with wholesale revenue metering data validation processes and systems for electricity and fuel (i.e. natural gas, oil, biomass).
- ix. Knowledge or and experience with revenue and operational metering reconciliation process for electricity and fuel.
- x. .

Service Category 8: TR Market Specialist

- i. Experience with and knowledge of the deregulated Ontario wholesale electricity market, with particular emphasis on intertie trading and the operation of the Ontario Transmission Rights market;
- ii. Knowledge of and experience with inter-jurisdictional real time trading and transmission congestion hedging instruments in other North American deregulated markets;
- iii. Knowledge of and experience with the Ontario Transmission Rights short term and long term auction processes, tools, publications, and TR bidder and holder requirements; and
- iv. Knowledge of and experience with determining Transmission Right amounts sold during auctions, and determining TTC/ATC on TR paths.

Service Category 9: Turbine and Generator Expert

- a) **Service Sub-Category: Gas Turbine Expert**
- i. Experience with and knowledge of gas and steam turbines for enhanced combined cycle and gas co-generation plants; examples include:
 - ii. Knowledge of and experience with planning and implementation of outages on turbo machinery from initial planning to final completion;
 - iii. Knowledge of and experience with the repair of gas and steam turbine components;
 - iv. Knowledge of and experience with component repairs from a technical and financial standpoint, and optimized outage work plans;
 - v. Knowledge of and experience with managing contractor's evaluations of repairs and outages;
 - vi. Knowledge of and experience with safety standards, regulations, procedures, and best practices which govern the safety of contractors and staff within a generating facility;
 - vii. Knowledge of and experience with the technical performance of gas turbines and auxiliary systems; and
 - viii. Knowledge of and experience with day-to-day operations of a generation turbine and generator from technical and financial perspectives.
 - ix. Knowledge of and experience with day-to-day operations of a generation turbine and generator from technical and financial perspectives, including operational decisions used to optimize revenues.
- b) **Service Sub-Category: Gas Generator Expert**
- i. Experience with and knowledge of gas generators for enhanced combined cycle and gas co-generation specifically regarding:
 - ii. Knowledge of and experience with planning and implementation of outages on gas generators from initial planning to final completion.
 - iii. Knowledge of and experience with the repair of gas generator components.
 - iv. Knowledge of and experience with component repairs from technical and financial standpoints, and optimized outage work plans.
 - v. Knowledge of and experience with managing contractor's evaluations of repairs and outages.
 - vi. Knowledge of and experience with safety standards, regulations, procedures, and best practices which govern the safety of contractors and staff within a generating facility.
 - vii. Knowledge of and experience with the technical performance of gas generators and auxiliary systems.
 - viii. Knowledge of and experience with and day-to-day operations of a generator from technical and financial perspectives.
- c) **Service Sub-Category: Biomass and Steam System Expert**
Experience with and knowledge of biomass thermal power plants; examples include:
- i. Knowledge of and experience with various biomass fuel types, pricing and contracts, transportation, handling and metering;
 - ii. Knowledge of and experience with planning and implementation of outages on biomass thermal power plants from initial planning to final completion, including experience with establishing maintenance plans;
 - iii. Knowledge of and experience with the repair of biomass thermal power plant components;
 - iv. Knowledge of and experience with component repairs from a technical and financial standpoint, and optimized outage work plans;
 - v. Knowledge of and experience with managing contractor's evaluations of repairs and outages;
 - vi. Knowledge of and experience with safety standards, regulations, procedures, and best practices which govern the safety of contractors and staff within a generating facility;

- vii. Knowledge of and experience with the technical performance of biomass thermal power plants and auxiliary systems, including performance assessments to meet regulatory and performance requirements; and
- viii. Knowledge of and experience with day-to-day operations of a biomass thermal power plant from technical and financial perspectives, including operational decisions used to optimize revenues

d) Service Sub-Category: Steam System Expert

Experience with and knowledge of steam generators, heat recovery steam generators and bottoming cycle steam systems for thermal power plants specifically regarding:

- i. Knowledge of and experience with steam system operating regulations and reporting (i.e. TSSA).
- ii. Knowledge of and experience with steam system maintenance requirements and operating conditions necessary to ensure reliability (e.g. boiler water chemistry).
- iii. Knowledge of and experience with planning and implementation of outages on steam systems and their various components from initial planning to final completion.
- iv. Knowledge of and experience with the repair of steam systems and their various components.

Service Category 10: Electricity Traders and Analysts

a) **Service Sub-Category: Electricity Market Traders**

- i. Experience with and knowledge of the deregulated Ontario wholesale electricity market, with particular desirable emphasis on real time intertie trading;
- ii. Knowledge of and experience with inter-jurisdictional real time and forward electricity markets trading and transmission congestion hedging instruments in Northeastern or connected American and Canadian deregulated jurisdictions (e.g. New York, Ontario, Quebec, Manitoba, Minnesota, New England, Midwest, PJM, New Brunswick);
- iii. Knowledge of and experience with the operations of trading floor operations including front, middle and back office functions including supporting functions like IT and governance.
- iv. Knowledge of and experience with portfolio management, risk management policies and processes including the assessment and approval of trades and trading strategies; and
- v. Knowledge of and experience with the integration and connection of American and Canadian electricity and natural gas markets.

b) **Service Sub-Category: Electricity Market Strategist/Contract Analysts**

- i. Knowledge of and experience with inter-jurisdictional electricity markets in real time and forward market trading in Northeastern Canada and the U.S. including markets directly connected with Ontario (e.g. New York, Ontario, Quebec, Manitoba, Minnesota, New England, Midwest, PJM, New Brunswick) with a particular emphasis on the Ontario energy market;
- ii. Knowledge of and experience with the operations of trading floor operations including front and back office functions, portfolio management, and risk assessments for assets backed trades or otherwise.
- iii. Knowledge of and experience with financial/quantitative modeling for the purposes of assessing risk, portfolio management, generation or renewable procurement contracts, conservation and demand management contracts, and developing trading strategies;
- iv. Knowledge of and experience with IESO renewable energy contractors and demand management programs and contracts; and

- v. Knowledge of and experience with the integration of Northeastern American and Canadian Electricity markets with Northeastern American and Canadian natural gas markets.

Service Category 11: Power Systems Analyst

- i. Knowledge of and experience with the Ontario bulk power system and an understanding of bulk power system reliability criteria and the IESO-administered market rules,
- ii. Assessing long-term and short term transmission plans against Ontario's needs and industry standards,
- iii. Knowledge of and experience with performing feasibility studies and system impact assessments for new or modified facilities against market rules and industry standards,
- iv. Knowledge of electrical engineering design concepts as they relate to the functions and characteristics of power system components,
- v. Knowledge and experience with analytical study techniques to solve power system problems, and in particular simulation software such as PTI/PSSE and Power Tech DSA,
- vi. Knowledge of and experience applying North American power system operation, standards and practices, and market operations, and specific knowledge of the design and operation of the IESO-administered markets,
- vii. Knowledge of the operation of the IESO-controlled grid, the North American electricity regulatory framework, NERC and NPCC reliability standards; and
- viii. Knowledge of and experience with performing power system simulations and technical analysis of the performance of control systems, new or modified power system facilities, and the interconnected grid.

Service Category 12: Real-Time Control Room Operations Specialist and Short Term Operations Planner

- a) **Service Sub-Category: Real-Time Control Room Operations Specialist**
 - i. Knowledge of and experience with the development of power system outage and resource plans for minute to minute and up to next day operations with a particular focus on Ontario.
 - ii. Knowledge of and experience with use of Power System Models, Security Analysis tools, and study systems such as but not limited to Dispatch Power Flow ("DPF") studies for evaluating power system outage and resource plans for minute to minute and up to next day operations with a particular focus on Ontario.
 - iii. Knowledge of and experience with maintaining power system limits and the production of power system limits on demand to cover the real time operations with a particular focus on Ontario.
 - iv. Knowledge of and experience with the concepts and application of NERC reliability standards and NPCC regional criteria, directories, and guidelines regarding operations planning, and real-time operations timeframes to maintain power system reliability in North America and the NPCC footprint.
 - v. Knowledge of and experience with real-time operational processes and procedures for grid operations with a particular focus on Ontario.
 - ix. Knowledge of and experience with the operation of SCADA systems and operational limit programs for the purposes of monitoring and maintaining interconnected and local operating security limits with a particular focus on Ontario.
 - x. Knowledge of and experience with System Control Order ("SCO"s) and / or Facility Description Documents ("FDD"s) for *IESO-controlled grid* operations.
- b) **Service Sub-Category: Short Term Operations Planner**
 - i. Knowledge of and experience with developing power system outage and resource plans for the next day's operation, and up to one month into the future with a particular focus on Ontario.

- ii. Knowledge of and experience with the use of Power System Models Security Analysis tools, and study systems such as but not limited to Dispatch Power Flow (“DPF”) studies for evaluating power system outage and resource plans for the next day’s operation, and up to one month into the future with a particular focus on Ontario.
- iii. Knowledge of and experience with maintaining power system limits and the production of power system limits on demand to cover the near term outage program with a particular focus on Ontario.
- iv. Knowledge of and experience with the concepts and application of *NERC reliability standards* and *NPCC* regional criteria, directories, and guideline regarding operations planning, and real-time operations timeframes to maintain power system reliability in North America and the NPCC footprint.

Service Category 13: Physical Natural Gas Trader/Scheduler

- i. Knowledge of and experience with the North America natural gas market (including a strong understanding of the gas markets in and around Ontario) specifically regarding:
- ii. Knowledge of and experience with developing and implementing trading strategies
- iii. Knowledge of and experience with the physical scheduling of gas through pipelines and trading hubs and system storage facilities
- iv. Knowledge of and experience with pipeline operational flow orders, maintenance and supply non-performance
- v. Knowledge of and experience with trading strategies, plans and regulatory rules
- vi. Knowledge of and experience with bilateral negotiations, such as peaking contracts, interruptible transport and capacity release auctions
- vii. Knowledge of and experience with industry standard master agreements including NAESB
- viii. Knowledge of and experience with industry standard gas price indices including NGX/ICE
- ix. Knowledge of and experience with managing the fuel supply for natural gas generating facilities including balancing on the system given a volatile gas profile
- x. Knowledge of and experience with revenue and operational metering reconciliations and billings

Service Category 14: Economist

- i. Experience with and knowledge of economics with a focus on Industrial Organization within the context of the North American electricity markets Knowledge of or experience with issues pertaining to market competitiveness within regulated North American electricity markets
- ii. Knowledge of and experience with North American electricity market design and performance, including issues arising as a result of structural design and/or market participant behaviour
- iii.
- iv. Knowledge of and experience with North American electricity market trading strategies, plans and regulatory rules
- v. A post-graduate degree in economics or an equivalent combination of education and experience is considered necessary.

Service Category 15: Advanced Electricity Market Trading Conduct Expert

- i. Knowledge of and experience conducting investigations of electricity market conduct across the U.S., Canada, or both with a desired emphasis on evolving markets.

- ii. Knowledge of and experience with analysing large volumes of market data to identify and assess market conduct in the areas of manipulation, market power abuse, exercise of market power and market efficiency.
- iii. Knowledge of and experience with the operations of all key facets of wholesale electricity markets (their various market programs and products) with a primary emphasis on Northeastern Canadian and U.S. markets and a secondary emphasis on other U.S. and Canadian electricity markets.

2.3 Description of MACD Functions

47 The following describes the areas of work and reporting relationships in which Prequalified Resource(s) could be engaged. Each Prequalified Resources(s) will provide subject matter expertise in the Service Category for which they have obtained prequalified status according to the Resource List. The following information is provided for the purposes of assessing the fit of offered Resource(s) and is not intended to define the scope of work for any particular project or initiative (which will be set out in the RFS and Statement of Work).

1. Market Assessment Unit (“MAU”) functions:

- a. **Monitoring:** In support of the MSP and for the purpose of reporting observations and outcomes to the MSP, the MAU monitors market conditions to identify market design issues and market misconduct by *market participants* through monitoring activities such as inspections, the review of information such as reports, electronic information, written submissions, and recordings.
- b. **Investigations:** The MAU, on behalf of the MSP, conducts investigations into market misconduct by *market participants* and market design issues. Investigations may involve search and seizure of materials at *market participants’* facilities, and compelling of testimony. Outcomes of these investigations impact both the IESO and *market participants* through the public disclosure of MSP findings.

2. Compliance and Enforcement Unit functions:

- a. **Monitoring:** the Enforcement unit, on its own initiative or through referrals from IESO business units, monitors compliance of the IESO and *market participants* with *market rules* and reliability standard obligations. Monitoring activities include: audits and inspections (scheduled or otherwise), self-reporting, scheduled reporting, routine checks of information (electronic or otherwise), and evaluation of information of various forms for these purposes.
- b. **Investigations:** the Compliance and Enforcement unit conducts investigations into possible breaches by the IESO and *market participants* of the *market rules* and reliability standard obligations.
- c. **Enforcement:** the Compliance and Enforcement unit determines breaches and appropriate enforcement actions (financial penalties or other sanctions, settlements or otherwise) for breaches by the IESO and *market participants* of *market rules* and reliability standard obligations. The unit executes this function via quasi-adjudicative processes.
- d. **Litigation/Dispute:** *market participants* and the IESO may dispute enforcement actions through the Ontario dispute resolution process. *Market participants* can also appeal MACD enforcement actions to the OEB.

3. Framework Development:

- a. MACD may require subject matter support in the development and implementation of and training on policies and procedures which govern monitoring techniques (e.g. audits, inspections, etc.), investigative techniques (e.g. compelling testimony, searches and seizure), or enforcement activities (adjudicative processes), specific to a service category. As directed by MACD, resource(s) will research and develop policy, procedures and user requirements for tools for any of the Service Categories. These activities can also include the development of protocols with counterparts or interfacing organizations, for example, *NERC, NPCC, FERC*, regulators (OEB, Regie, National Energy Board, Manitoba Government), and IESO business units.

4. **TFE Assessor and Maintainer:**
 - a. Understand, evaluate, and validate TFE applications and evidence;
 - b. Prepare TFE Assessment Report to MACD;
 - c. Evaluate IT security assessments for TFE applications;
 - d. Execute TFE process and contribute to development of internally and externally processes;
 - e. Contribute to and execute the management of a cost efficient and effective process for processing TFE's;
 - f. Lead meetings with TFE applicants or TFE holders;
 - g. Resolve issues with applicants to complete TFE assessments;
 - h. Track TFE assessment costs and submit itemized time sheets to monitor TFE assessment expenses relative to applicant deposits; and
 - i. Report on the status of application processing to MACD.

2.4 Preference

- 48 Preference will be given in the evaluation criteria to Respondents who can commit to having alternative resources available if required.

– End of Section –

3. Communications

3.1 RFSQ Coordinator

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

Kathie Callan CSCMP, CPP, CPM
Procurement Specialist
Independent Electricity System Operator
Tel: (905) 855-6192
E-mail: kathie.callan@ieso.ca and rfx.info@ieso.ca

3.2 General Communications

- 50 Unless specifically stated otherwise in this RFSQ, all communications relating to this RFSQ shall be addressed to the RFSQ Coordinator in writing by e-mail and shall be submitted by an authorized representative of the Respondent.
- 51 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 RFSQ other than those provided in writing by the RFSQ Coordinator.

3.3 Questions, Clarification and Discrepancies

- 52 The IESO's written instructions and specifications will be considered clear and complete unless written attention is called to any apparent discrepancies or incompleteness.
- 53 The Respondent is advised to examine all of the documents comprising this RFSQ and is requested to report any errors, omissions or ambiguities. It is the responsibility of the Respondent to seek clarification from the RFSQ 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 RFSQ.
- 54 The Respondent may direct questions or seek additional information in writing by e-mail prior to the deadline for submitting questions to the RFSQ Coordinator.
- 55 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 written addenda and provided to all Respondents by e-mail or posting on MERX, without revealing the sources of the inquiries.
- 56 Notwithstanding the foregoing, the IESO is under no obligation to provide additional information or clarification.

3.4 Due Diligence

- 57 The Respondent shall be responsible for obtaining its own independent financial, legal, accounting, and technical advice with respect to this RFSQ and the RFSQ process and any information included in this RFSQ and in any addenda, attachments, appendices, data, materials, or documents made available, provided or required pursuant to this RFSQ.
- 58 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 RFSQ or in the addenda, attachments, appendices, data, materials, or documents made available, disclosed or provided to the Respondent pursuant to this RFSQ.
- 59 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 RFSQ or such addenda, attachments, appendices, data, materials, or documents.
- 60 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 RFSQ or any other technical or historical addenda, attachments, appendices, data, materials, or documents provided by the IESO.

3.5 Non-Disclosure

- 61 As part of this RFSQ process, the IESO will require the Respondent to execute the Non-Disclosure Agreement attached hereto as Appendix “A” and return it by e-mail to the RFSQ Coordinator before their Response will be considered by the IESO.

3.6 Response Interview/Presentation

- 62 The IESO may require the Respondent to undergo an interview with the proposed Resource(s) or provide a presentation to the IESO’s evaluation team.

4. Evaluation of Responses

4.1 RFSQ Evaluation Process and Criteria

- 63 In order to determine its responsiveness to the IESO's needs, each Response will be checked for the presence or absence of required information in conformance with the requirements of this RFSQ. A Response 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.
- 64 The IESO will conduct a four (4) stage approach to the evaluation of Responses:
- 65 **Stage I** – Nature and impact of changes required to the Contract Standard A-29-14 & Non-Disclosure Agreements may disqualify the Respondent at the discretion of the IESO.
- 66 **Stage II** - A review to determine if the submitted Response complies with the mandatory submission requirements. Responses that do not comply with the mandatory requirements may, subject to the reserved right of the IESO, be disqualified and not evaluated further. Conflicts of interest that have not been mitigated to the satisfaction of the IESO may disqualify a proposed Resource(s).
- 67 **Stage III** - Will consist of an evaluation of the Response on the basis of the rated criteria as defined below for each proposed Resource.
- 68 **Stage IV** – (Optional) Consists of updating the evaluation scoring based on the interviews conducted with the Respondent and their Resource(s).
- 69 A Response accepted by the IESO as having satisfied the requirements of this RFSQ will be evaluated against the weighted evaluation criteria below to determine eligibility of the Resource(s) for the various Service Categories:

Evaluation Criteria		Weight
A	<p>Knowledge and experience of the proposed Resource in Service Category or Sub-Category as submitted in resume.</p> <ul style="list-style-type: none"> • Relevant Credentials to the Service Category or Sub-Category (10%) • Relevant Work Experience to the Service Category or Sub-Category (30%) • Relevant Knowledge gained through specific education, training, or work experience to the Service Category or Sub-Category (20%) • Scope of work experience and knowledge indirectly relevant to the Service Category or Sub-Category (10%) 	70%
B	<p>Knowledge and experience of the proposed Resource relating to ability to deliver work products in “Areas of Work” as described in Section 2.3.</p> <ul style="list-style-type: none"> • General project management approach and experience working in project (5%) • Knowledge of and experience with executing monitoring and auditing techniques (e.g. inspections, audits, spot checks, self-certification/assertions, walk through, interviews, tracings, etc.) (5%) • Knowledge of and experience with executing investigative techniques (e.g. interviews in complied testimony circumstances, search and seizures, gathering physical and electronic evidence, evidence management methods (5%) • Knowledge of and experience with adjudicative processes (e.g. hearings/trials, tribunals methods, dispute resolution processes) (5%) • Demonstrated analytical skills and communication skills (5%) 	25%
C	Past performance in similar engagements of the proposed Resource per supplied references.	3%
D	Ability to provide Alternate prequalified resources if required	2%

- 70 A minimum score of 50 out of a possible 100 is required for inclusion of a Resource on the Resource List in each and any Service Category.
- 71 For Stage IV, the IESO may request a meeting with a Respondent for further discussion and/or clarification purposes. The IESO may then update the evaluations for these Respondents against the pre-defined evaluation criteria based on the information provided in this meeting.
- 72 The Respondent's proposed Resources may be invited to participate in an interview. This may consist of a phone interview and/or face-to-face interview(s). The IESO may then update the evaluations of these Respondents against the pre-defined evaluation criteria following the interview(s).
- 73 Upon conclusion of the evaluation process the Respondent and their Proposed Resource(s) will be listed in the Resource List for the Categories for which, in the IESO's opinion, they are qualified.
- 74 The IESO reserves the right to select any Respondent(s) and their Resource(s) and to negotiate a RFS and Statement of Work with any and all of the Respondents.
- 75 The IESO will make reasonable efforts to select Resources to provide equal opportunity to all Prequalified Resources.

– End of Section –

5. Proposal Submission Requirements

5.1 Response Format

- 76 The Respondent shall provide the Response by email in Microsoft Word .doc or .docx format or Adobe pdf.
- 77 The Response shall clearly reference the title of this RFSQ.
- 78 The Response shall be executed by an authorized signing officer of the Respondent.
- 79 The Response shall set out the Respondent's full legal name and return address, including the contact information for the Respondent's point(s) of contact.
- 80 The Response shall be in English only.
- 81 The Response shall consist of an "Offer Letter", a "list of the proposed Resource(s)" and "pricing associated with each Resource". To facilitate ease of evaluation by the IESO's evaluation team, and to ensure each Response receives full consideration, the Response should be organized in the format specified in this Section 5, using the recommended section titles and in the specified order.

5.2 Submitting a Response

- 82 Anyone wishing to submit a Response for consideration shall do so, in accordance with this RFSQ, delivered by email to the IESO's RFSQ Coordinator stated in Section 3.1 prior to the Closing Date and Time as set out in Section 5.3. The IESO reserves the right to terminate the RFSQ at any time. Any Responses received after the RFSQ Closing Date and time will not be evaluated by the IESO.
- 83 The acceptance of submission of responses will be ongoing to prequalify Respondents until the Closing date and time.
- 84 The Response should be clearly marked as **Specialized Services Resource Pool RFSQ-4 "Private & Confidential"**.
- 85 The Response must contain the Respondent's full legal name and return address, and must provide the main contact information of the Respondent or its representative.
- 86 The Respondent may amend or withdraw its Response at any time by notifying the RFSQ Coordinator by email.
- 87 The IESO reserves the right to seek further clarification or documentation to establish compliance with the provisions of the RFSQ.

5.3 Response Timetable for RFSQ

- 88 The following Timetable sets out the schedule of key dates and times (all Toronto Time) in this RFSQ process.

RFSQ release date	July 4, 2016
Respondent's deadline for submitting a Non-Disclosure Agreement	1 week prior to submission
Respondent's deadline for submitting questions	2 weeks prior to submission
RFSQ Closing Date and Time	June 25, 2021 @ 3:00:00 PM

- 89 The IESO may amend the Timetable from time to time, upon giving prior notice to all applicable Respondents.
- 90 If a Respondent fails to submit a Response by the Closing Date and Time, then the IESO will disqualify the Respondent from this RFSQ process.

- 91 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 RFSQ process.

5.4 Part I: Offer Letter

- 92 The Respondent must make a number of mandatory commitments and meet a number of mandatory requirements in order to be successful in this RFSQ process. These mandatory commitments are fully set out in the Form of Offer specified at Appendix B and in Section 6 of this RFSQ.

5.5 Part II: Resource Response

- 93 This portion of the Response shall confirm the Respondent's detailed understanding of the RFSQ and should be presented as follows:

A. Table of Contents

- B. Executive Summary:** This section should provide a brief profile of the Respondent including company or entity information, contacts, and background summary as well as an overview of the Response. It should summarize the Respondent's Resource(s) qualifications and relevant experience; comment on the Respondent's ability to provide, and the methodology to be used in providing, the Resources; 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 that the Services and Statement of Work will be determined by the IESO selecting one or more Prequalified Respondent(s) from the Resource List and conducting a secondary RFS.
- iii. the Respondent's and each of the Respondent's offered Resource(s) commitment to comply with the IESO's Code of Conduct, the IESO Non-Disclosure Agreement as well as the MACD Code of Ethics, and MACD Information Confidentiality Practices.
- iv. Standard A-29-14 (Appendix C) subject to any proposed changes to that Contract Standard, which must be identified in the Response.

- D. Declaration of Necessary Education and Experience in each Service Category:** The Respondent shall include for each proposed Resource the education or certifications and specific professional and industry experience or any specialized knowledge or training of the Resource. This includes identifying the role of the Resource in any project team work. The Respondent must specify which Service Category they are attempting to prequalify for. The number of years of experience pertaining to each Service Category should be identified in the Response.

E. Other Declarations: As identified in Section 6.

- F. Conflict of Interest information:** The Respondent shall submit information about; (a) all previous contracts with Ontario *market participants* or the IESO within the last two years whether completed, continuing or contracted in the future either related directly or indirectly to the subject matter of the Service Category for which the Respondent is intending to prequalify; and (b) for each proposed Resource, any current, future or past engagement the Resource has had within the last two years, with Ontario *market participants* or the IESO including the start and end dates, and the nature of the work conducted. The following link lists current Ontario *market participants*: <http://www.ieso.ca/imoweb/market/participants.asp>.

- G. References:** The Respondent shall provide a minimum of three (3) references for services that it has provided within the last five (5) years by each Resource, of similar scope and complexity. At least one (1) supplied reference must be for work conducted in the past twelve (12) months by the Resource. 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) who has experience with the Resource. The Respondent will provide the IESO with permission to contact references provided.

- H. Other:** Any other material, documentation, supporting schedules, exhibits or supplementary information not specifically addressed elsewhere but which is necessary to demonstrate the Resource(s) credentials, or to provide a complete understanding of the Response and that is relevant to this RFSQ should be contained or referenced in this part of the Response. The Response shall clearly identify all attachments, each of which shall

be considered a part of the Response. Any assumptions made by the Respondent, which are not explicitly stated elsewhere in its Response, should also be described in the response to this section.

- I. Respondent's 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 Response shall clearly: (a) identify the prime contracting member, as the IESO will only contract with one party for the required Services; (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; (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 RFSQ.
- J. Pricing Response:** This component of the Response should be presented using the form specified "Pricing Response Template" at Appendix "D".

The IESO is subject to the Provincial Government's Management Board of Cabinet, Procurement Directive regarding the engagement of all consulting services and the payment of expenses for consultants. In accordance with the Directive, the Respondent must, as applicable:

- i. acknowledge that pricing for any subsequent RFS will be 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 providing a Service, unless agreed to in advance;
- 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 Respondent'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 RFSQ (accordingly, such costs should not be included in the Response) and that all costs and expenses incurred by the Respondent relating to the preparation or presentation of its Response or in any way related to this RFSQ 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 for IESO directed travel outside the Greater Toronto Area in accordance with the rates specified in the Provincial Government's Travel, Meal and Hospitality Expenses Directive. Refer to Section 8 of the Directive for further details of reimbursable expenses in the following link: 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

- End of Section -

6. Offer Letter

6.1 Form of Offer Letter

- 94 It is recommended that the Respondent provide its offer letter in the form of the Form of Offer specified at Appendix C. The Form of Offer contains the Respondent's mandatory commitments and requirements and is simple to follow.
- 95 Alternatively, the Respondent may use its own form of offer. If the Respondent chooses to submit its own form of offer, it must ensure that it meets all of the mandatory commitments and requirements set out in this section.

6.2 Declaration of Acceptance

- 96 The Respondent must indicate in its offer letter that it has read and understood the RFSQ, and has accepted the provisions contained in the RFSQ. Failure to accept all of the provisions contained in the RFSQ, subject to the qualification set forth below regarding the Contract Standard, may result in disqualification of the Response.
- 97 The terms set out in this RFSQ and IESO Contract Standard A-29-14 (Appendix C), as well as the MACD Information Confidentiality Practices, and MACD Code of Ethics, governing the supply of Services, will be the minimum terms and conditions to govern any subsequent RFS. **The Respondent must identify in its offer letter any of these terms that it cannot agree to in a subsequent RFS.** 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.
- 98 The Respondent will be given the opportunity of providing further comments if and when provided with a RFS and Statement of Work.
- 99 The Respondent must clearly declare in its offer letter that, if selected by the IESO to negotiate a RFS and Statement of Work;
- i. they will be able to provide the Prequalified Resource(s).
 - ii. they will be able to meet the project schedule detailed in this RFP; and
 - i. they will not receive reimbursement of any related expenses except for IESO directed travel in accordance with the Provincial Government Travel, Meal and Hospitality Directive.

6.3 Other Declarations

- 100 The Respondent must disclose whether they can offer Alternative Resources if required.
- 101 The Respondent must disclose if they or one of their proposed Resources are a family member of a current IESO employee.
- 102 The Respondent must disclose if they are an IESO Former Employee.

6.4 Authorized Representative(s)

- 103 The Respondent must identify one or more persons as its authorized representative(s) for all matters relating to the Respondent's Response and any subsequent RFS and Statement of Work. 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.

6.5 Conflict of Interest

- 104 The Respondent must provide information regarding any conflicts of interest as specified in Section 5.5E and any other information that could lead to an actual or perceived impairment to exercising or maintaining independence and objectivity (as described in the MACD Code of Ethics) applicable to the Respondent's Resource(s) or the Respondent during the course of a MACD engagement. If the Respondent is uncertain as to whether a circumstance could actually impair, or be perceived to impair, either the Respondent or the Respondent's Resources exercising or maintaining independence or objectivity during the course of acting with the IESO, the Respondent must provide the circumstances in the Offer Letter. The attached link to Government Auditing Standard provides examples of threats to independence and objectivity (chapter 3, pages 29-33.): <http://www.gao.gov/assets/590/587281.pdf>.
- 105 As required by Section 5.5E above, and if declared in the Offer Letter or in negotiating a RFS, the IESO may require the Respondent to propose accommodations to mitigate the impairment of its or its Resource(s)' independence and objectivity as is appropriate to the circumstances. The IESO shall have the unfettered discretion to determine if the proposed accommodations are sufficient to mitigate the impairment.
- 106 If after being placed on the Resource List circumstances arise which could actually impair, or be perceived to impair, either the Respondent or the Respondent's Resources from exercising or maintaining independence or objectivity, the Respondent must declare the circumstances immediately to the IESO. If the Respondent is uncertain as to whether a circumstance could actually impair, or be perceived to impair, either the Respondent or the Respondent's Resources from exercising or maintaining independence or objectivity during the course of acting with the IESO, then the Respondent must declare the circumstance immediately to the IESO.
- 107 If at any point during the term of this RFSQ and as determined by the IESO, a circumstance comes to the attention of the IESO from any source which it judges could actually impair, or be perceived to impair, either the Respondent or the Respondent's Resources from exercising or maintaining independence or objectivity while acting for the IESO, the IESO may remove the Respondent's Resource(s) from the Resource List until such time as the impairment is resolved to the satisfaction of the IESO.
- 108 If and once the impairment is resolved, the Respondent may request its Resource(s) be reinstated on the Resource List.

6.6 Security Checks

- 109 The Respondent, if selected by the IESO to provide Services under a Contract, agrees to provide documentation if required by the IESO so that the IESO may conduct criminal record searches for all of the Respondent's Resources prior to the commencement of work and shall make its Resources 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.
- 110 If such criminal record searches are required, the final Contract between the IESO and the Respondent will be conditional upon all of the Respondent's Resources identified for the particular RFS passing applicable criminal record searches prior to the required engagement start date.
- 111 All Resources identified for the particular RFS 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.

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

- 112 The Respondent shall acknowledge that all of its Resources will be required to review and accept the IESO Code of Conduct, MACD Information Confidentiality Practice, Intellectual Property Policy and the rules pertaining to Workplace Violence, Harassment & Discrimination contained within the IESO Personnel Policy (provided as separate attachments).

6.8 Accessibility for Ontarians with Disabilities Act

- 113 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).
- 114 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.

6.9 Occupational Health and Safety Act and Workplace Safety and Insurance Act

- 115 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.
- 116 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 –

7. General RFSQ Terms and Conditions

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

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

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

7.2 Restrictions

118 Respondents who are IESO retirees, or who are former employees who were eligible for retirement, but terminated and withdrew some or all of their pension benefits, are subject to the following restrictions:

- Are not eligible to respond to a competitive procurement for a minimum period of six (6) months following their retirement or termination; and
- The contract period will be subject to a maximum duration of eighteen (18) months. Following the eighteenth month contract term, they will be ineligible in another competitive process until after another six (6) month waiting period.

7.3 Confidentiality

119 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 RFSQ, the selection and negotiation process under this RFSQ, both before and after the issuance of the RFSQ, and the Services:

- 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 RFSQ. The successful Respondent will have an opportunity to negotiate further confidentiality terms with respect to a RFS and Statement of Work;
- is not to be used for any purpose other than responding to this RFSQ 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 Senior Management Team, without prior written authorization from the IESO; and
- must be returned to the IESO upon request.

120 The Response and any accompanying documentation submitted by the Respondent shall become the property of the IESO and shall not be returned.

121 The Respondent should identify any information in its Response 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. The IESO may disclose the Response, on a confidential basis, to the IESO's advisors retained for the purpose of evaluating or participating in the evaluation of Responses.

7.4 FIPPA Compliance

122 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. By submitting its Response, the Respondent acknowledges that the terms and conditions of any Response or 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.

123 By submitting any personal information requested in this RFSQ, the Respondent and any Resource or other individual to whom the personal information relates 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.

7.5 Accessibility for Ontarians with Disabilities Act

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

125 If the Respondent is not subject to AODA, then 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 at the commencement of the Contract.

7.6 Non Exclusivity

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

127 Nothing herein is intended nor shall be construed as creating any exclusive arrangement with a successful Respondent. Any resulting Contract shall not restrict the IESO from acquiring similar services from other sources.

7.7 Governing Law

128 This RFSQ and any subsequent Contract between the IESO and a successful Respondent 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 RFSQ and the Contract between the IESO and the successful Respondent.

– End of Section –

Appendix A: Non-Disclosure Agreement

PROJECT: Specialized Services Resource Pool RFSQ-4-2016 released July 4, 2016

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.

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. The successful Respondent will have an opportunity to negotiate further confidentiality terms with respect to any final written binding agreement with the IESO for the provision of the deliverables for the Project.

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

Kathie Callan

Kathie Callan CSCMP, CPP, CPM, Procurement

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

Kathie Callan CSCMP, CPP, CPM Procurement Specialist

By Email: Kathie.Callan@ieso.ca and rfpinfo@ieso.ca

Specialist

- End of Section -

Appendix B: Form of Offer

**Attention: Kathie Callan CSCMP, (CPP), CPM,
Procurement Specialist**

Independent Electricity System Operator

Tel: (905) 855-6192

E-mail: Kathie.Callan@ieso.ca and rfx.info@ieso.ca

FROM: [Name of Respondent] (the “Respondent”): _____

RE : Offer Letter in response to Specialized Services Resource Pool RFSQ-4 (the “RFSQ”)

This offer letter forms a part of the Response that is being submitted in response to the RFSQ. 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 Response 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 Response by the IESO, on a confidential basis, to the IESO’s consultants, if any, retained for the purpose of assisting with this RFSQ process.
- g) The Respondent consents to the IESO performing checks with the references listed in the Response.
- h) The Respondent has read and understands the RFSQ 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 Response, entitled “IESO Contract Standard A-29-14”, subject to the Respondent’s proposed changes (if any) as specified in the Response. 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 its Response and any subsequent Contract between a successful Respondent 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) Insert 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 upon commencing 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.

l) Insert as applicable:

The Respondent has disclosed all disputes as defined in Section 5.7 Disclosure of Disputes.

m) Insert as applicable:

The Respondent certifies that it does not and will not have any conflict of interest (actual or potential) in submitting the Response.

Or

The following is a list of situations, in each of which there is, appears to be or there may potentially be a conflict of interest in submitting the Response. 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 Response.

n) Insert as applicable:

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

- o) If listed by the IESO on a Resource List(s), the Respondent agrees to satisfy all the conditions defined in Section 6.5 Security Checks of the RFSQ.
- p) The Respondent acknowledges and agrees to the terms in the IESO's Code of Conduct, IESO's Intellectual Property Policy, MACD Code of Conduct, MACD Information Confidentiality Practice, and the rules pertaining to Workplace Violence, Harassment & Discrimination contained in IESO's Personnel Policy.

- q) Insert as applicable:

The Respondent declares that they can offer alternative resources if required.

Or

The Respondent declares that they cannot offer alternative resources if required.

- r) Insert as applicable:

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

Or

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

- s) Insert as applicable:

The Respondent declares that they are not an IESO former employee.

Or

The Respondent declares that they are an IESO former employee. Their retirement start date was: _____.

- t) Insert 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 commencing 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.

u) Insert as applicable:

The Respondent acknowledges 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.

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.

v) 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 both detailed in the RFP. The Respondent also acknowledges that it will not receive reimbursement of any 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 C: IESO Contract Standard A29-14



CONTRACT STANDARD

Class	Number	Date
A	29	14

INDEPENDENT ELECTRICITY SYSTEM OPERATOR (IESO)

STANDARD COMMERCIAL CONDITIONS FOR CONTRACT SERVICES

Issued Jan 2015

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1. Contract Documents and Order of Precedence
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21. Accounts and Right to Audit
22. Limitation of Liability
23. Force Majeure
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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 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 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

8. 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 and IESO-business-related call, message, text or email, even if the electronic device has "hands-free" capability.

15. Inspection and Warranty

9. 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 Receiving Party 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, its personnel or any other individual to whom the Personal Information relates. The Contractor agrees, within 10 business days, 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, 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 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

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 (i.e., through payment of overhead markups) contributes.

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 will for any reason be held illegal or unenforceable, such provision will be deemed separable 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 D: Specialized Services Resource Pool RFSQ-4 Pricing Response

For the purposes of the development of the Resource List(s), the IESO requires that the price for each Resource be submitted on an hourly rate basis in Canadian currency.

In the subsequent RFS process, a more detailed approach to pricing will be utilized based on the actual requirements and subsequent Statement of Work if applicable.

The price submission will not be evaluated in the RFSQ but may be used to identify potential cost of resources available for inclusion in the RFS process. The IESO expects that the rates submitted in the RFSQ will be those used in the subsequent RFS pricing for those Prequalified Resources.

The Respondent is to submit one sheet for each Resource and indicate the Category(s) and term that the hourly rate is applicable to.

COMPANY NAME: _____

Individual submitted is: (check one)

a) _____ full-time salaried employee

ADDRESS: _____

b) _____ subcontractor

c) _____ self-employed

TELEPHONE: _____

d) _____ Alternative Resource

RESOURCE NAME: _____ CATEGORY(S) _____

RATES IN CANADIAN FUNDS EXCLUDING HST:

Term:	Year 1	Year 2	Year 3	Year 4	Year 5
Resource Hourly Rate,	\$ / Hour	\$ / Hour	\$ / Hour	\$/Hour	\$/Hour
Resource Per Diem,	\$/Per Diem	\$/Per Diem	\$/Per Diem	\$/Per Diem	\$/Per Diem

Notes:

The IESO will not reimburse the Contractor for any expenses or administrative charges, except as noted in Section 5 (I) Pricing Response. Accordingly, these expenses should be included as part of the rates.

Quote only one hourly rate or per diem rate for each term for each Resource and indicate the Category(s) the Resource is qualified for. The quote and billing are to be in Canadian currency.

Authorized Signature: _____

Name of Signatory: _____

Dated: _____

- End of Section -

- End of Document -