

Request for Quotation

MDM/R Measurement Canada Changes Project

Date: 30th June 2011

Statement of Confidentiality

The contents of this Request for Quotation ("RFQ") and all discussions related to this RFQ are confidential to London Hydro Inc. ("London Hydro"), (such information is referred to as "Confidential Information") and this Confidential Information is the property of London Hydro. Disclosure of the Confidential Information to unauthorized persons is strictly prohibited. The Confidential Information may be disclosed only to your employees and advisors directly involved in the discussions relating to the RFQ and only on a need to know basis, provided that such persons are also directed to treat this information confidentially. All Confidential Information and any copies thereof shall be returned to London Hydro upon request. These obligations do not apply to information that is in the public domain nor to information that is required to be disclosed by law or by any court order requiring such disclosure. If you do not agree with these obligations, immediately return this RFQ to London Hydro.

Contents

1.		Purpose	
2.	Project Scope		4
3.	Ar	chitecture Overview	4
4.	RI	FQ Process Overview	5
5.	Project Principles		5
6.	Submission Requirements		
9	9.1	Executive Summary	6
9	9.2	Project Management and Approach	6
9	9.3	Project Team	6
9	9.4	Complete Solution details	6
9	9.5	Project Schedule	7
9	0.6	Testing	7
9	9.7	Documentation	7
9	8.6	Post go-live Support	7
9	9.9	Detailed pricing	7
9	9.10	Payment schedule	7
9	0.11	Standard Contract Documents	7
9	9.12	Vendor Acceptance of Project Principles (see Section 8)	7
7.	Ev	aluation criteria	8
8.	Lo	ondon Hydro "Business" Acronyms and Definitions	8
14	Te	erms and Conditions	9

1. Purpose

The purpose of this document is to solicit Request for Quotation (RFQ) for a fixed price contract for implementing changes to support Measurement Canada's regulatory requirements for billing based on register reads.

2. Project Scope

In the current EnergyIP MDM/R design, the energy usage is based on the billing request start and end date/times. Measurement Canada has a requirement that the usage need to be based on the date/time of the start and end register read determinants. Therefore billed energy usage must be equal to the difference of start and end actual register reads for the bill period.

This change will require modifications to London Hydro's SAP Billing & Invoicing modules, and business processes. The vendor must review the following linked documents provided by the IESO to LDCs which contains the details of the measurement Canada change.

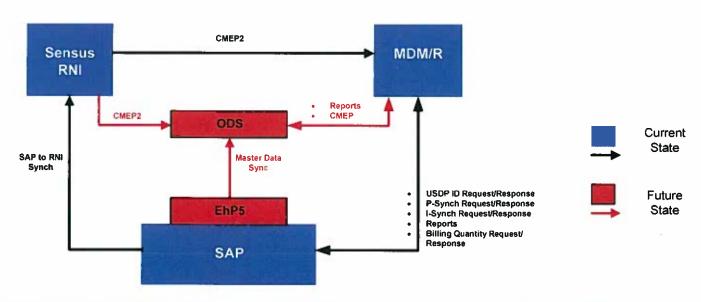
http://www.smi-ieso.ca/sites/default/files/resource_files/2011-03-23 MC Requirements 2011 V1 2 Public CLEAN.pdf

http://www.smi-

ieso.ca/sites/default/files/resource_files/MDMR_Technical_Interface_Spec_v3%202_XML%20Billing%20Excerpt_20_110413_CLEAN.pdf

3. Architecture Overview

The diagram below depicts our current production architecture in blue, and a future state in red (currently under development). The changes required as a result of the Measurement Canada (MC) requirements are expected to impact the current production state. Since the ODS implementation and Measurement Canada initiatives are expected to complete during the same timeframe, a concerted testing effort should be expected and planned for in the response.



4. RFQ Process Overview

London Hydro has developed a target timeline for the steps involved in the submission and evaluation process.

Steps	Target Date		
RFQ issue	June 30, 2011		
Proposal submission	July 13, 2011		
Vendor selection	July 19, 2011		
Negotiations and contract award	July 31, 2011		
Project start	Aug 1, 2011		
Go-live	Nov 30, 2011		
Post go-live support ends	Jan 31, 2012		

5. Project Principles

London Hydro expects to start the project in by Aug 1st and go-live with a fully functional
system by November 30 th 2011.
London Hydro will provide overall insight, subject matter experts (SMEs) and user acceptance testing resources to be involved in the project based on the Vendor's project approach and associated activities. London Hydro is requiring that the Vendor assume primary responsibility for the project including managing all project activities.
The Vendor will be required to provide weekly project status report and will be expected to attend on-site status meetings. The reporting period begins with the award of contract and continues through final system acceptance testing by London Hydro.
London Hydro's preference is to have key project resources including Project Manager, functional consultant(s) and one developer to be on-site. On-site is considered to be at London Hydro office location only.
The vendor will be responsible for preparing documentation for the project implementation and final solution, including business requirements documents, design specifications, functional & technical specifications, unit & system integration testing, etc. This documentation must be delivered according to the phased deliveries before the phase/project can be formally accepted and closed.
The Vendor will be responsible for conducting a comprehensive testing utilizing London Hydro's environment (tools and processes) and data. The Vendor will develop a test plan outlining the testing approach required for successful solution testing. The Vendor will assume responsibility for conducting integration tests that tests the base system plus any modifications, customizations and interfaces. The integration testing is to ensure the delivered product

modifications and product interfaces work to specifications and do not adversely impact the

system as a whole. The Vendor will assume responsibility for conducting a volume test to ensure that the system meets London Hydro's volumes in efficient manner for all the relevant transactions. The project is not considered complete and the Vendor will not be released from their obligations until user acceptance testing is conducted, the system is formally accepted by London Hydro and post go-live support is successfully completed. The vendor is required to provide immediate production critical support for London Hydro during the first 60 days of operation. London Hydro expects the payment schedule to include payments based on the milestones completion. Payment terms will be negotiated with the successful vendor prior to contract execution. London Hydro will require checkpoints soon after define and design phases before moving ahead with subsequent stages of the project execution. If at any check point, the project is deemed unviable due to any reasons, London Hydro will reserve the right to terminate the project without cost or any other consideration over and above that owed to the successful vendor for work already performed.

6. Submission Requirements

The proposals must be completed and submitted electronically (on CD) and Three (3) hard copies together with a cover letter signed by an authorized representative of the company. The vendor must submit the proposal using the following section headings at a minimum:

9.1 Executive Summary

The vendor is required to provide a high level executive summary of the complete solution.

9.2 Project Management and Approach

The vendor is required to provide a comprehensive description of the Vendor's Project Management and approach, methodology and implementation strategy. The Vendor must provide a high level project plan for a successful implementation.

9.3 Project Team

The vendor is required to provide an Organization Chart of all relevant project roles with a brief description of the responsibilities. The vendor is also required to provide London Hydro resource requirements and overall responsibility matrix. Vendor is required to provide resumes for all the project skills and resources on vendor's letterhead.

9.4 Complete Solution details

The vendor is required to provide the details of the complete technical solution and solution architecture emphasizing utilization of standard SAP functionality.

9.5 Project Schedule

The vendor is required to provide a project schedule of all the phases and activities. Include Gantt charts (or similar graphic depiction) to illustrate phases, activities, milestones, decision points and deliverables.

9.6 Testing

The vendor is required to provide a comprehensive testing methodology for unit, system integration and user acceptance testing.

9.7 Documentation

The vendor is required to provide sample documentation of project deliverables (for e.g. design specifications, unit and system integration testing documents).

9.8 Post go-live Support

The vendor is required to provide a post go-live support plan.

9.9 Detailed pricing

The vendor is required to provide a detailed pricing for the proposed solution with a breakdown of all costs required for the successful implementation. The vendor must clearly specify Other costs (e.g. travel, expenses, etc.).

Milestones	Duration (weeks)	Cost
Define		
Design		
Build		
Test		
Cutover & Go-Live		
Post Go-Live Support		
Other (please specify)		
TOTAL		

9.10 Payment schedule

The vendor is required to include a proposed payment schedule.

9.11 Standard Contract Documents

9.12	Vendor Acceptance of Project Principles (see Section 8)
	Yes
	No (list exceptions)

7. Evaluation criteria

The following high level matrix will be used for the evaluation criterion for vendors:

Number	Criteria
1.	Functionality
2.	Technical capabilities
5.	Pricing

8. London Hydro "Business" Acronyms and Definitions

Term	Definition
LDC	Local Distribution Company
LH	London Hydro
ODS	Operational Data Storage
SOW	Statement Of Work

14 Terms and Conditions

Closing Date

Submissions must be received at:

London Hydro Inc. 111 Horton Street London, Ontario N6B 3N9

Attention:

Maria Van Boxmeer

Purchasing Department

No later than: July 13th, 2011 at 3:00 p.m. local time

Please reference "Quotation No. Q2011-N-34" on your submission envelope.

DELIVERY IS THE SOLE RESPONSIBILITY OF THE RESPONDENT. QUOTATIONS MUST BE RECEIVED BY THE CLOSING TIME AT THE PURCHASING DEPARTMENT NOTED ABOVE TO BE CONSIDERED FOR EVALUATION. UPON REQUEST, LONDON HYDRO WILL PROVIDE A RECEIPT TO BIDDERS AT THE TIME OF SUBMISSION. QUOTATIONS RECEIVED AFTER THE CLOSING TIME WILL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.

A contractor who has already submitted a quotation may submit a further quotation at any time up to the official closing time. The last quotation received shall supersede and invalidate all quotations previously submitted by that contractor as it applies to this request for quotations.

RIGHT TO ACCEPT OR REJECT QUOTATION

London Hydro reserves the right to reject any and all quotation(s), the right to accept other than the lowest bidder, and also the right to not accept any bid.

London Hydro reserves the right to cancel this Request for Quotation, at any time without penalty or cost.

PERFORMANCE

London Hydro has the right to immediately cancel the Contract before the expiration of term and select a different bidder if there is non-compliance with any laws, rules or regulations of Ontario, or any of the terms outlined in this Request for Quotation.

If the quality of product or service is unsatisfactory or the Contractor fails to comply with London Hydro's requirements, London Hydro shall notify the Contractor in writing (e-mail accepted) of the problem and the Contractor shall respond and correct the problem within twenty-four (24) hours or provide a plan to rectify the problem. The terms of the plan must be agreed upon by London

Hydro to constitute its acceptance. Failure to comply with the above may result in termination of the Contract.

QUOTATION RESPONSE

Any variation(s) from the information contained in this quotation must be noted on this document. Quotations may include attachments to expand on your service or product.

The person signing this application shall initial erasures, overwriting or strikeouts.

Failure to provide response to all the information asked for may cause the response to be declared "incomplete". Incomplete responses, unless they are to the advantage of London Hydro, will be disqualified.

London Hydro reserves the right to contact bidders for submission clarification purposes during the evaluation process.

Your signature of authorization and acceptance of this document is placed herein. This implies you have read, fully understood and agree to abide by all information contained within this document.

This Request for Quotation and the resulting submissions should not be considered a commitment by London Hydro to enter into any contract. As stated elsewhere in this Request, London Hydro reserves the right to reject any and all submissions.

It is recognized that the acceptance or awarding of a bid for the benefit of London Hydro may require authorization by the London Hydro Board of Directors, which has the sole discretion of accepting or rejecting any bid for London Hydro's benefit.

London Hydro will not be responsible for any cost, expense, liability, loss or damage incurred or suffered by a Bidder because of acceptance or rejection of any quotation, delay in acceptance of a quotation, or non-award of contract.

Tenders that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may be considered informal.

Any procurement resulting from this RFQ is subject to Ontario's trade agreements.

Any confidential information supplied in the Contractor's submission may be disclosed by London Hydro where it is obliged to do so under FIPPA (Freedom of Information and Protection of Privacy Act), by order of a court or tribunal or otherwise required at law.

WITHDRAWAL OF TENDER

The Contractor may request in writing the opportunity to withdraw a tender in advance of the closing date. The package will be returned unopened.

Any agreement by London Hydro to allow this withdrawal will prohibit the Contractor from working as a subcontractor for the preferred Contractor.

Indemnification

The contractor accepts full responsibility for the work described in these bid specifications; and indemnifies London Hydro, its Board of Directors and the Owner (The City of London), its servants or agents, from any actions which may result from the violation of all applicable regulations or statutes. Without limiting the generality of this provision, this shall include violations of applicable regulations and statutes involving health and safety and environmental protection.

DISCOUNTS

Please advise what discounts are available for quantity volumes or early payment. Specifically, what discounts are offered for payment within 10 days of receipt of invoice.

WHMIS

Material Safety Data Sheets must accompany all shipments to conform with Hazardous Products Act, Hazardous Materials Information Review Act, and Occupational Health & Safety Act.

NON-RESIDENT WITHHOLDING TAX

Under Canadian Tax Laws, London Hydro is obligated to withhold and remit to Revenue Canada on your behalf, a 15% non-resident withholding tax with respect to all amounts payable to a non-resident individual or corporation providing services in Canada. Please provide evidence of your company's Canadian resident status in the form of a copy of your articles of incorporation in Canada and the address of your Canadian office. If your company is a non-resident company for Canadian Income Tax purposes, please provide confirmation of this non-resident status.

Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) – PERSONAL INFORMATION PROTECTION

While performing its services for London Hydro, the Contractor may come into contact with personal information regarding London Hydro's customers, employees or other parties. Such personal information is subject to the requirements of privacy legislation and London Hydro's privacy policy.

The Contractor may not use or disclose such personal information in any way except pursuant to London Hydro's instructions or to the extent necessary to perform its services for London Hydro. The Contractor must use security measures adequate to the sensitivity of the personal information to prevent the unauthorized use and disclosure of personal information both to and by third parties and to and by the employees of the Contractor who have no need to view personal information for the performance of the Contractor's services for London Hydro.

The Contractor must promptly notify London Hydro of any requests for disclosure of personal information by any party and of any accidental or unauthorized access to such information. If the Contractor subcontracts any part of its obligations hereunder it must obtain contractual obligations similar to this letter from the subcontractor.

RELEASE OF INFORMATION

Respondents to this Request for Quotation are advised that information obtained from respondents would be communicated to the public and the respondents in the following manner and form:

After the evaluation and awarding of the contract, all unsuccessful respondents will be advised in writing that the contract was not awarded to them.

Further requests for information from those respondents who have submitted pricing for this proposal must be received in writing to the attention of the Purchasing Coordinator. Facsimile will be acceptable if signed and the originating facsimile is identified and consistent with the party requesting the information. Electronic E-mail requests will also be accepted. Information provided would be limited to the names of the respondents, the name of the successful bidder and the range of the prices received from the respondents.

CONFLICT OF INTEREST AND COLLUSION

The following shall be part of your quotation response:

I/We declare that no person, firm, or corporation, other than the one whose signature, or the signature of whose proper officers and seal are attached below, has any interest in this bid. I/We further declare that this bid is made without any connection, knowledge, or comparison of figures; or arrangement with any other company, firm or person making a bid for the same, and is in all respects fair and without collusion. I/We declare that no employee(s) of London Hydro is, or will become interested, directly or indirectly as a contracting party or otherwise in the supplies, work or business to which it relates or any portion of the revenues or profits thereof, or in any of the monies to be derived therefrom. I/We further declare that the several matters and representations stated in said bid are in all respects true.

Please complete the following	g information:			
Company Name				
Business License #		HST #	<u> </u>	
Authorized Signature				
Name (Printed)				