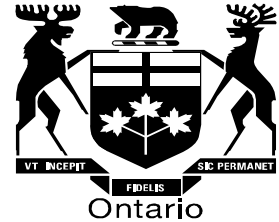


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ONTARIO ENERGY BOARD

Request for Services

For

Custom IR Framework and Benchmarking (Hydro Ottawa Limited)

**under the Request for Proposals
issued by the Ontario Energy Board
Services for Energy Expertise,
reference VOR # RFPOEBVOREE06152023**

Request for Services Number: **RFSOEBCIRFB05152025**

Issued: **Thursday May 15, 2025**

Bid Deadline: **Tuesday June 3, 2025**

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SECTION 1 - INTRODUCTION

1.1 Invitation to Vendor

This Request for Services (“RFS”) is an invitation to qualified Vendors to provide a Bid for the provision of services to the Ontario Energy Board (the “OEB”) as further described in this RFS.

By submitting a Bid, Vendors are bound by all the terms and conditions disclosed in the RFS, all its Appendices, and in particular the Statement of Work attached as Appendix A to this RFS. Vendors should review all the documents carefully and completely and ensure that any issues regarding the RFS documents, process and/or the attached Statement of Work are resolved before the Bid Deadline as specified in the RFS. No revisions to Bids are permitted after the Bid Deadline.

In responding to this RFS, the Vendor will be deemed to have taken into account all of the provisions of the Master Agreement, this RFS, and the Statement of Work. If a Vendor does not intend to submit a Bid, the Vendor must notify the OEB of its intention not to submit a Bid.

The Ontario Energy Board (OEB) is a public entity with a mandate to act in the public interest in regulating the electricity and gas industries in Ontario. This RFS is subject to the requirements and provisions of the OPS Procurement Directive and the OEB Procurement Policy. The OEB is committed to maintaining the highest standards of business ethics and expects that Vendors adhere to the same high standards, including commitment to the principles set out in the [OEB Corporate Statement on Diversity, Equity and Inclusion](#).

1.2 Type of Contract

The selected Vendor will be expected to execute a Statement of Work with the OEB for the provision of the Deliverables in the form attached as Appendix A of this RFS. The term of the engagement is for **one (1) year with the option to extend for one (1) optional year**.

1.3 No Guarantee of Volume of Work/Products or Exclusivity of Contract

The OEB makes no guarantee of the value or volume of work to be assigned to the successful Vendor. The Statement of Work executed with the successful Vendor will not be an exclusive contract for the provision of the described Deliverables. The OEB may contract with others for the same or similar Deliverables to those described in this RFS or may obtain the same or similar Deliverables internally.

1.4 Trade Agreements

Vendors should note that this procurement falls within the scope of Chapter 5 of the Canadian Free Trade Agreement and Chapter 9 of the Ontario-Quebec Trade and Co-operation Agreement, but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call.

1.5 Definitions

Unless otherwise specified in this RFS, capitalized words and phrases have the meanings set out in the Statement of Work.

"AODA" has the same meaning as defined in Section 7.7.2.

"Bid" means the response to this request for services submitted by the Vendor;

"Conflict of Interest" has the same meaning as defined as defined in Section 3 of this RFS;

"Days" means calendar days;

"Deliverables" means any goods or services required by the OEB, as set out in Appendix A of this RFS;

"Electronic Bid System" or **"EBS"** has the same meaning as defined in Section 7.3.1.

"Master Agreement" means, in respect of any Vendor, the signed Master Agreement for **Energy Expertise** entered into, pursuant to the Request for Proposals for Establishment of a VOR, executed by the Vendor and the Ontario Energy Board;

"OEB Contact" Mark Jones, Procurement Specialist
Ontario Energy Board (the "OEB")
2300 Yonge Street, 27th Floor
Toronto, ON M4P 1E4
Phone: 416 440-7725
Email: mark.jones@oeb.ca

"RFS" means this Request(s) for Services, which is a secondary process, used to request services from an approved list of Vendors selected for **Energy Expertise RFPOEBVOREE06152023**

"Statement of Work" means the form of agreement that will govern the Deliverables requested by the OEB for a specific task/project assigned under the VOR. The OEB and Vendor will be required to sign the Statement of Work once a successful Vendor has been selected during the secondary process.

"Vendor of Record", "Vendor" or "VOR" means a vendor selected by the OEB as a Vendor of Record for **Energy Expertise**, as a result of the RFP for the Establishment of a VOR Arrangement **RFPOEBVOREE06152023** that has executed a Master Agreement with the OEB;

"VOR Arrangement" means a contractual arrangement with successful Vendors selected by the OEB in accordance with the Master Agreement.

[End of Section 1]

SECTION 2 - THE DELIVERABLES

2.1 Project Background

Hydro Ottawa Limited (Hydro Ottawa) has filed a Custom IR Application for 2026 rates ([EB-2024-0115](#)). This is Hydro Ottawa's third custom IR application. Within the application Hydro Ottawa has proposed a 2026 test year and a new revenue cap rate framework for years two through five consisting of items including a custom revenue OM&A factor, a capital variance account, earnings sharing mechanism, escalation to working capital, consideration of growth and a number of variance accounts. Hydro Ottawa has made modifications to the existing total cost benchmarking econometric model developed by Pacific Economics Group Research, LLC (PEG) to determine efficiency factors assigned to utilities to determine efficiency factors to use in its custom rate structure. Hydro Ottawa has also presented benchmarking constructed from the OEB RRR data.

The OEB requires the services of a consultant to assist OEB staff with the review and evaluation of Hydro Ottawa's proposed new rate framework and supporting evidence.

2.2 Purpose and Objectives

The purpose of this procurement is to retain an expert who will review and scrutinize, by identifying the strengths and weaknesses of Hydro Ottawa's benchmarking and custom IR formula and providing associated technical advisory services as required. This will require evaluating the impact of the proposed formula on rates and achieving the desired outcomes as per the OEB's [Renewed Regulatory Framework for Electricity](#) (RRFE). This may include modeling and scenario analysis to compare outcomes between established frameworks in the RRFE, Hydro Ottawa's existing framework, and the proposed framework. Note that the expert will be working directly with OEB staff, and not for the panel of OEB commissioners who will be hearing the application.

2.3 Scope of Work and Requirements

As required, the expert will:

Analyze the evidence of Hydro Ottawa in the areas of total and unit cost benchmarking, and the proposed rate framework. The consultant would identify strengths and weaknesses in the filed evidence while considering OEB expectations expressed in prior decisions, OEB's Rate Handbook, the Renewed Regulatory Framework for Electricity, and other applicable sources, and generally accepted rate-making practices. This includes reviewing and providing an opinion on the above areas of the filed evidence in the context of other custom IR applications, including Hydro Ottawa's two prior cases [EB-2019-0261](#) and [EB-2015-0004](#).

In the course of the proceeding, the consultant would:

- a) Assist OEB staff with the preparation of interrogatories to fully assess the above evidence, and review responses.
- b) Participate in any technical conference(s) or assist OEB staff in preparing for any technical conference(s), follow-up on any details following the expert's review of the interrogatory responses.
- c) If required, draft a report critiquing the evidence, and/or prepare an alternative study to rebut or augment the evidence filed. This report, if required, will be filed on the record of the proceeding.
- d) If an expert report is filed, respond to interrogatories filed with respect to the expert's report.
- e) If required, assist OEB staff in preparing cross-examination for the oral hearing.
- f) If an expert report is filed, the expert may be required to testify at the oral hearing to explain the analysis and findings in the expert's report.
- g) Assist OEB staff in preparing a final submission.

2.4 Term

The term of the engagement is for **one (1) year with the option to extend for one (1) optional year term.**

[End of Section 2]

SECTION 3 - REQUIREMENTS OF THIS RFS

3.1 Mandatory Requirements

Throughout this RFS, certain requirements are identified as mandatory. These are identified with the words “mandatory”, “must”, “shall” and “will”. Where a form is indicated as mandatory, failure to include that form or to meet the mandatory requirements within that form may result in disqualification from the RFS process.

Compliance with mandatory requirements will be assessed by the OEB in its sole discretion. Bids which fail, in the sole discretion of the OEB, to meet any mandatory requirement will be eliminated from further consideration in the evaluation process.

Notwithstanding the foregoing or any other express language in this RFS, the OEB reserves the right to waive or revise any mandatory requirements during the RFS process if a waiver or revision is necessary to meet the OEB's intent in issuing the RFS, or to ensure that the OEB receives best value from the process.

In the event that the OEB elects to waive a mandatory requirement, all Vendors will be advised of the change in requirements and be provided with an opportunity to revise their Bids as directed by the OEB.

Mandatory Requirements are as follows:

1. Vendors must be Prequalified Vendors of Record for Energy Expertise for the “Rate Regulation” subject area.
2. The vendor must be available for the time required for the application process.

3.1.1 Statement of Work - Appendix A

By submitting a Bid, a Vendor is deemed to confirm that it has prepared its Bid with reference to all of the provisions of the Master Agreement and the Statement of Work attached as Appendix A and has factored all of the provisions of the Master Agreement and Statement of Work, including insurance and indemnity requirements, into its pricing assumptions or calculations.

A Vendor may not make any changes to the Statement of Work, whether on the face of the Statement of Work or elsewhere in its Bid, or its Bid may be disqualified. A Vendor who submits conditions, options, variations or contingent statements to the terms set out in the RFS including to the Statement of Work, either as part of its Bid or after receiving notice of selection, may be disqualified.

3.1.2 Form of Offer - Appendix B

Each Bid must include a Form of Offer (Appendix B) completed and signed by an authorized representative of the Vendor and include:

(a) Conflict of Interest Declaration

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the procurement process, the Vendor has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to information in the preparation of the Bid that is confidential to the OEB or His Majesty the King in Right of Ontario and not available to other Vendors;
 - (ii) communicating with any person with a view to influencing preferred treatment in the procurement process; or
 - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in the Statement of Work or the Master Agreement, the Vendor’s other commitments, relationships or financial interests:
 - (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

The Vendor, by submitting a Bid, warrants that to its best knowledge and belief no actual or potential Conflict of Interest exists with respect to the submission of the Bid or performance of the contemplated contract other than those disclosed in the Form of Offer.

Where the OEB discovers a Vendor’s failure to disclose all actual or potential Conflicts of Interest, or if the OEB solely determines a Vendor has an actual or potential conflict of interest, which cannot be resolved to the satisfaction of the OEB, the OEB may disqualify the Vendor or terminate any contract awarded to that Vendor pursuant to this procurement process.

(b) General

The OEB, in addition to any other remedies it may have in law or in equity, shall have the right to terminate any Statement of Work awarded to a Vendor in the event that the OEB, in its sole discretion, determines that the Vendor made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

Other than inserting the information requested and signing the Form of Offer, a Vendor may not make any changes to the Form of Offer attached as Appendix B or qualify in its Bid the acknowledgements contained in the Form of Offer. Bids containing any such qualifications, whether on the face of the Form of Offer or

elsewhere in its Bid, may be disqualified. In instances where the Bid is not disqualified notwithstanding a discrepancy or inconsistency between the Form of Offer and a Vendor's Bid, the Form of Offer will prevail.

3.1.3 Price Form - Appendix C

Each Vendor must include a Price Form (Appendix C) completed according to the instructions contained in the form as well as those instructions set out below:

- (a) Prices shall be provided in Canadian funds, inclusive of all applicable taxes (with HST, if applicable, also itemized separately). Where HST is not applicable, indicate N/A;
- (b) Prices quoted by the Vendor shall be all inclusive and shall include all labour and materials, travel and carriage costs, insurance costs and all other overhead including but not limited to any fees or other charges required by law, unless the Price Form specifically allows for separate pricing for potential disbursements that cannot be ascertained at the time the RFS is issued;
- (c) The Vendor cannot charge costs for any items that are not allowed under the Ontario Management Board of Cabinet [Travel, Meal and Hospitality Expenses Directive](#);
- (d) no other fees or charges will be paid for the Deliverables other than those set out in Price Form; and
- (e) Vendors may be asked to provide prices for either of the following:
 - (i) The cost of each task outlined in Appendix C - Price Form and a total price including all tasks ("fixed price"); or
 - (ii) The fixed hourly rates for each of the Vendor team members proposed for the engagement; and
 - (iii) An illustrative "blended" hourly rate for the Vendor team calculated as the simple average of the hourly rates of the team members.

By submitting a Bid, a Vendor is deemed to confirm that it has prepared its Bid with reference to all of the provisions and has factored all of the provisions set out in this RFS into its pricing assumptions and calculations and into the proposed costs.

Vendors should make note of the following considerations:

- Bids that include conditions, options, variations or contingent statements to the terms set out in the RFS including the Form of Offer and Statement of Work, either as part of its Bid or after receiving notice of selection, may be disqualified.
- Where no price applies, state "0" or "Nil". If a space is left blank the OEB may either deem it to be a zero or may declare the Bid non-compliant and disqualify it as its discretion;
- Vendors may not amend the Price Form in any way other than by providing the requested information; and

- All prices will take into consideration the requirements conveyed in the RFS as well as the Statement of Work.

3.1.4 Tax Compliance Declaration Form - Appendix D

Vendors are advised that any contract with the OEB will require the OEB to verify the successful Vendor is in good standing with provincial and federal tax laws.

Each Vendor must include a Tax Compliance Declaration Form (Appendix D), completed by the Vendor according to the instructions contained in that form.

Each Vendor must submit their Tax Compliance Verification numbers from the Ministry of Finance as part of their Bid submission in Appendix D. The OEB will verify the successful Vendor's provincial and federal tax law compliance status prior to contract award, as well as the compliance status of the successful Vendor on an annual basis.

[End of Section 3]

SECTION 4 - PROCUREMENT SCHEDULE

4.1 Procurement Schedule

The procurement schedule may be changed by the OEB in its sole discretion at any time prior to the Bid Deadline.

Milestone	Target Date
Issue date of RFS	Thursday May 15, 2025
Vendor's Deadline for Questions	Monday May 19, 2025
OEB Deadline for Responding to Questions	Wednesday May 21, 2025
Bid Deadline	Tuesday June 3, 2025
Anticipated Start Date for Engagement	Monday June 16, 2025

[End of Section 4]

SECTION 5 - REFERENCES and EXPERIENCE

5.1 Previous Experience

Please specify experience based on the requirements stated below and provide a response in the table provided.

5.1.1 Types of Deliverables

The successful Vendor must be able to demonstrate that it can provide the following services and Deliverables:

As required, the expert will:

Analyze the evidence of Hydro Ottawa in the areas of benchmarking and the proposed rate framework. The OEB's consultant would identify strengths and weaknesses in the filed evidence while considering OEB expectations expressed in prior decisions, the OEB's Rate Handbook, the RRFE, and other applicable sources, and generally accepted rate-making practices. This includes reviewing and providing an opinion on the above areas of the filed evidence in the context of other custom IR applications, including Hydro Ottawa's two prior cases.

- a) Assist OEB staff with the preparation of interrogatories to fully assess the above evidence, and review responses.
- b) Participate in any technical conference(s) and / or assist OEB staff in preparing for any technical conference(s), follow-up on any details following the expert's review of the interrogatory responses.
- c) If required, draft a report critiquing the evidence, and/or prepare an alternative study to rebut or augment the evidence filed. This report, if required, will be filed on the record of the proceeding.
- d) If an expert report is filed, respond to interrogatories filed with respect to the expert's report.
- e) Assist OEB staff in preparing cross-examination for any oral hearing(s).
- f) If an expert report is filed, the expert may be required to testify at any oral hearing(s) to explain the analysis and findings in the expert's report.
- g) Assist OEB staff in preparing a final submission.

5.1.2 Subject Matter Area Expertise Required

The successful Vendor must be able to demonstrate that it has previous experience with relevant projects and that it can provide Deliverables in the following subject matter areas:

- Economic policy analysis; theory & design of incentive regulation
- Theory and analysis of total and unit cost productivity studies
- Economic benchmarking analysis for total and partial costs
- Familiarity with structure, policy environment, regulatory oversights, and operation of Ontario's electricity sector

- Understanding of distribution utilities, including operations and regulatory environment.
- Understanding the scope of work and approach required to meet OEB's requirements in this proceeding. This includes experience supporting staff in cross examination of witnesses as well as participating as witnesses in OEB hearings.

Vendors should specify the project(s), the start and end dates of each project and a description of services as well as any lessons learned. **Please provide a minimum of three examples.**

	Project Name	Project Start Date	Project End Date	Description of Services	Time Spent on Project	Lessons Learned
1						

5.1.3 Team Resources

Based on the Objectives, Scope of Work and Deliverables as disclosed in Section 2.0 of this RFS please complete the table below indicating the appropriate resources required to provide the services and Deliverables. Identify the resources to be provided by the Vendor and what resources are required of OEB.

Vendors should only include individual resources or resource type / role that a Vendor intends to actively utilize in providing the services and deliverables described in this RFS.

Provide the information in the table below.

Key Team Lead	Team Members	Role(s)	% of each resource allocated to the project

5.2 References

Each Vendor shall provide **at least three (3) references** (with full contact information) from clients who have obtained similar goods or services in the last **5 years** as those requested in this RFS. At least one of the references provided must pertain to a Canadian public sector entity or government entity. The OEB reserves the right to consider the provision of references to be a minor formality and to waive or vary that requirement at its sole discretion.

****Please Note** (If Applicable)**

The references should be for projects where at least one member of the proposed project team played a key role.

Where a Vendor has completed or is actively carrying out relevant work for the OEB, the Vendor should list such OEB projects as a reference. The OEB reserves the right to use its own experiences, and the experiences of a third party listed under prior projects or references, in order to evaluate the Vendor's Bid.

Reference #1 / #2 / #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Date Work Undertaken:	
Nature of Assignment and relevance to this RFS:	

[End of Section 5]

SECTION 6 - EVALUATION OF BIDS

6.1 Submission Requirements

STAGE I - MANDATORY REQUIREMENTS:

All Vendors should review and complete the mandatory requirements declaration at Appendix B - Form of Offer of this RFS. Vendors are required to submit a signed Form of Offer with their Bid.

The OEB will verify that all mandatory requirements have been complied with. A Vendor must satisfy (**based on a pass / fail assessment**) the mandatory requirements in order for the OEB to proceed with the Technical evaluation of the Vendor's Bid. A Bid which is not considered by the OEB to be in compliance with all mandatory requirements of this RFS will be deemed non-compliant and disqualified.

STAGE II - CONFLICT OF INTEREST:

The OEB will review Appendix B - Form of Offer and determine whether any actual or potential Conflict of Interest exists. Any Bid disqualified because of this review will not proceed to the next evaluation stage.

STAGE III - RATED EVALUATION CRITERIA - TECHNICAL:

The Vendor is required to include in its Bid a written response to address the technical requirements. It is the Vendor's responsibility to address each of the stated rated requirements in sufficient detail to permit a complete analysis and assessment by the OEB. Responses that simply state "compliant" or equivalent, or that simply restate the requirement without providing details on how the Vendor meets the requirement, may be awarded a zero score for that requirement.

Where the response includes reference to supporting technical materials, Vendors are required to identify the document and page number of the supporting material to which the response refers.

Technical requirements shall be evaluated on the basis of the information and documentation (if any) provided in the Vendor's Bid. It is the Vendor's responsibility to ascertain and understand the RFS requirements and to provide all of the information/documentation requested in the RFS.

Rated Evaluation Criteria	Points
A) TECHNICAL SECTION	80
1. Economic policy analysis; theory & design of incentive regulation. This includes the OEB's Renewed Regulatory Framework for Electricity and Custom IR Framework. Demonstrated through previous engagements.	15
2. Theory and analysis of total and unit cost productivity studies; application of economic regulation with respect to incentive regulation. Demonstrated expertise through previous engagements.	10

3. Economic benchmarking analysis for total and partial costs; application to incentive ratemaking.	15
4. Familiarity with structure, policy environment, regulatory oversights, and operation of Ontario's electricity sector.	10
5. Understanding of distribution utilities, including operations and regulatory environment.	10
6. Understands the scope of work and approach required to meet OEB's requirements in this proceeding. This includes experience	15
B) PRICING EVALUATION	20
Blended hourly rate for multiple consultants	
TOTAL POINTS	100

****PLEASE NOTE****

The minimum passing score for the technical section is 70 percent of the possible eighty (80) points (56 points out of 80).

Only Bids that meet the minimum passing score will qualify to have their Bid considered beyond evaluation of their technical submissions.

Evaluation Criteria	Description of Requirements
1. Economic policy analysis; theory & design of incentive regulation. This includes the OEB's Renewed Regulatory Framework for Electricity and Custom IR Framework. Demonstrated through previous engagements.	Vendor to provide: Synopsis of relevant research/reports; CVs of individuals who would provide expertise for this project (experience, qualifications, education/training, professional memberships, details of previous work, and regulatory experience).
2. Theory and analysis of total and unit cost productivity studies; application of economic regulation with respect to incentive regulation. Demonstrated expertise through previous engagements.	Vendor to provide: Synopsis of relevant research/reports; CVs of individuals who would provide expertise for this project (experience, qualifications, education/training, professional memberships, details of previous work, and regulatory experience).
3. Economic benchmarking analysis for total and partial costs; application to incentive ratemaking.	Vendor to provide: Synopsis of relevant research/reports; CVs of individuals who would provide expertise for this project (experience, qualifications, education/training, professional memberships, details of previous work, and regulatory experience).

4. Familiarity with structure, policy environment, regulatory oversights, and operation of Ontario's electricity sector.	Vendor to provide: Synopsis of relevant previous projects in Ontario's electricity sector.
5. Understanding of distribution utilities, including operations and regulatory environment.	Vendor to provide: A list of projects completed for electricity sector clients.
6. Understands the scope of work and approach required to meet OEB's requirements in this proceeding. This includes experience supporting staff in cross examinations of witnesses as well as participating as witnesses in OEB hearings.	Vendor to indicate: How the expert(s) intends to undertake this work within the proceeding, considering OEB's performance standards. Demonstrate an understanding of the scope of work, requirements, and resource availability considering the application timeline.

STAGE IV - RATED EVALUATION CRITERIA - PRICING:

Pricing will be scored based on a relative pricing formula which consists as follows: each Vendor will receive a percentage of the total possible points allocated to price by dividing the Vendors price into the lowest Bid price submitted.

The following formula will be used to evaluate pricing: **(A / B) x C = D**

Where:

A = Lowest Evaluated Blended Hourly Rate

B = Vendor's Evaluated Blended Hourly Rate

C = Weight for the Pricing Evaluation (i.e., 20)

D = Vendor's Pricing Score out of 20

[End of Section 6]

SECTION 7 - THE RFS PROCESS

7.1 Vendors to Follow Instructions

Vendors should structure their Bids in accordance with the instructions in this RFS. Where information is requested in this RFS, any response made in a Bid should reference the applicable section numbers of the RFS where that request was made.

Vendors are requested to submit their response including the technical requirements, Appendix B - Form of Offer, Appendix C - Price Form and Appendix D - Tax Compliance Declaration Forms.

7.1.1 Vendors to Obtain RFS Only Through MERX™

This RFS is available only through MERX™. For further information about MERX™, call 1-800-964-MERX™ or visit the MERX™ website at www.merx.com.

A Vendor who has not obtained this RFS through MERX™ may have its Bid disqualified unless a third party has requested this RFS from MERX™ on that Vendor's behalf. Failure to identify the third party in this manner may result in disqualification of a Bid.

7.1.2 Bids in English

All Bids are to be in English.

7.2 Communication after Issuance of RFS

Vendors shall promptly examine all of the documents comprising this RFS and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing, by email on or before the Deadline for Questions by Vendors, to the OEB Contacts listed in Section 1 of this RFS. No such communications are to be directed to anyone other than the OEB Contact. The OEB is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Vendor to seek clarification from the OEB Contacts on any matter it considers to be unclear. The OEB shall not be responsible for any misunderstanding on the part of the Vendor concerning the RFS or its process.

7.2.1 Submission of Questions and Issuing of Addenda

Vendors shall direct all questions pertaining to this RFS by email to the OEB Contact on or before the Deadline for Questions set out in Section 1. Responses to questions, including any necessary amendments to this RFS, will be circulated to Vendors through MERX.

If the OEB determines that it is necessary to provide additional information relating to this RFS, such information will be communicated by addendum provided to all Vendors. Each addendum forms an integral part of this RFS and may contain important information,

including significant changes to this RFS. Vendors are responsible for obtaining all addenda issued by the OEB.

Should a Vendor submit a question that contains confidential information, it is the responsibility of the Vendor to identify the confidential information in order to prevent the response from being circulated to all Vendors.

7.2.2 Post-Deadline Addenda and Extension of Bid Deadline

If any addendum is issued after the Bid Deadline, the OEB may at its discretion extend the Bid Deadline for a reasonable amount of time.

7.3 Submission of Bids

7.3.1 Bids Submitted Only in Prescribed Manner

Bids shall be submitted on, and in accordance with, forms supplied by the OEB. All responses are to be submitted to the OEB through the use of MERX Electronic Bid Submission (EBS). Vendors shall be solely responsible for the delivery of their Bid in the manner and time prescribed.

****Please Note**** the Bid submission process set-up through MERX is a two-envelope stage process. The **mandatory** documents which should be in each envelope are as follows:

Envelope 1

- Technical submission which must also include:
 - Appendix B - Form of Offer
 - Appendix D - Tax Compliance Declaration Form

Envelope 2

- Appendix C - Price Form

Questions concerning submitting through MERX should be addressed to:

- MERX Customer Support
- Phone 1-800-964-6379
- Email merx@merx.com

RFS Documents and all amendments will be available only through MERX distribution. Any Bid response from a Vendor whose name does not appear on the official MERX document request list (e.g., who has not downloaded the documents themselves) will be declared invalid, and the Bid response will not be considered.

MERX does not allow Bids to be uploaded after the Bid Deadline, so the Vendor should ensure they allow plenty of time to upload the documents. It is recommended that Vendors start submitting all files **at least 4 hours prior to the Bid Deadline**.

****Please Note**** If all documents have not completed uploading by **3:00:00 pm Eastern Standard Time** MERX will close the file and the Bid will not be accepted. After MERX has closed the project, a Vendor may not submit its Bid to the OEB in any other manner.

All files submitted through the use of MERX must be less than 100 megabytes per file.

In order to submit through the use of MERX, the authorized user no longer needs to have a Personal Identification Number (PIN). To submit a Bid electronically, Vendors must use a MERX account password.

The authorized user is an individual who has the authority to bind the organization.

****Only ONE authorized user permitted per organization****

Bids transmitted by facsimile or sent by any other electronic means shall not be considered.

A Vendor may withdraw or amend its Bid any time prior to the Bid Deadline by written notice to the OEB Contact. The OEB will return a Bid that has been withdrawn.

The OEB reserves the right to make copies of a Vendor's Bid as it may be required for the purpose of conducting a full evaluation of the Bid submitted.

The Vendor should identify and mark any trade secret or proprietary intellectual property in its Bid.

7.3.2 Bid Irrevocable after Bid Deadline

Vendors have the right to withdraw or amend a bid anytime prior to the Bid Deadline. However, any Bids submitted shall remain irrevocable in the form submitted by the Vendor for a period of one hundred and twenty (120) Days running from the Bid Deadline.

7.3.3 Clarification and Verification of Vendor's Bid

The OEB reserves the right, but is not obliged, to verify or seek clarification and supplementary information relating to the verification or clarification from Vendors after the RFS Closing Date and Time including those related to an ambiguity in a Bid or in any statement made subsequently during the evaluation process. The response received by the OEB from a Vendor shall, if accepted by the OEB, form an integral part of that Vendor's Bid. However, Vendors are cautioned that any verifications or clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

Verifications or clarifications under this subsection may be made by whatever means the OEB deems appropriate and may include contacting,

- (a) any person identified in the Bid; and
- (b) persons or entities other than those identified by any Vendor.

In submitting a Bid, a Vendor is deemed to consent to the OEB's verification or clarification rights.

In the event that the OEB receives information at any stage of the evaluation process which results in earlier information provided by the Vendor being deemed by the OEB to be inaccurate, incomplete or misleading, the OEB reserves the right to revisit the Vendor's compliance with the mandatory requirements and/or adjust the scoring of rated criteria.

7.3.4 No Incorporation by Reference by Vendor

The entire content of the Bid should be submitted in a fixed form and the content of web sites or other external documents referred to in the Bid will not be considered to form part of its Bid.

7.3.5 Bid Property of the OEB

The Bid and any accompanying documentation submitted by a Vendor shall become the property of the OEB and shall not be returned.

7.4 Execution of Statement of Work, Notification and Debriefing

7.4.1 Selection of Vendor

The OEB anticipates that a Vendor will be selected within the timetable set out in 4.1. Notice of selection will be provided in writing. The selected Vendor shall execute the Statement of Work in the form attached as Appendix A and satisfy any other applicable conditions of this RFS within ten (10) Days of notice of selection. This provision is solely to the benefit of the OEB and may be waived by the OEB at its sole discretion.

7.4.2 Failure to Enter Into Statement of Work

In addition to all of the OEB's other remedies, if the selected Vendor fails to execute the Statement of Work or satisfy any other applicable conditions within ten (10) Days of notice of selection, the OEB may, in its sole and absolute discretion and without incurring any liability, rescind the selection of that Vendor and proceed with the selection of another Vendor, or cancel the RFS process.

7.4.3 Notification to Other Vendors of Outcome of Procurement Process

Once the successful Vendor and the OEB execute the Statement of Work, the other Vendors that submitted Bids will be notified by the OEB in writing of the outcome of the procurement process and of the award to the successful Vendor.

7.4.4 Publication of Successful Vendor

The OEB will post the following information on the OEB's website and on MERX:

- (a) the name(s) and address(es) of the successful Vendor;
- (b) the Agreement start and end dates, including any options for extension; and
- (c) the total Agreement value.

7.4.5 Debriefing

Vendors may request a debriefing after receipt of a notification of award to a successful Vendor. All requests must be in writing to the OEB Contact and must be made within sixty

(60) Days of notification of award. The OEB will confirm the date and time of the debrief session in writing. Vendor debriefs will be conducted individually.

7.4.6 Dispute Resolution

Vendors have various options for dispute resolution throughout the RFS process, including the question-and-answer process and vendor debriefings. If a dispute cannot be resolved between a Vendor and the OEB, further information about the bid dispute resolution process is available at: <https://www.ontario.ca/page/doing-business-government-ontario>.

7.5 Prohibited Communications, Confidential Information and FIPPA

7.5.1 Prohibited Vendor Communications

All communication must be directed to the OEB Contact. Communications to other OEB staff may lead to the Vendor being disqualified.

7.5.2 Vendor Not to Communicate with Media

During the course of a procurement and until a Statement of Work is entered into, a Vendor shall not, and shall ensure that its advisors, employees and representatives do not, issue or disseminate any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the procurement, the RFS documents or the goods and/or services or any matters related thereto, without the prior written consent of the OEB.

7.5.3 Confidential Information of the OEB

All confidential information provided by the OEB in any form in connection with this RFS:

- (a) is the sole property of the OEB and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFS and the performance of any subsequent Statement of Work;
- (c) must not be disclosed without prior written authorization from the OEB; and
- (d) shall be returned by the Vendors to the OEB immediately upon the request of the OEB.

7.5.4 Freedom of Information and Protection of Privacy Act

Information provided by a Vendor may be released by the OEB in accordance with the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, as amended. A Vendor should identify any information in its Bid or any accompanying documentation supplied to the OEB for which it requests confidential treatment. The confidentiality of such information will be maintained by the OEB, except where an order by the Information and Privacy Commissioner or a court requires the OEB to do otherwise. Vendors are advised that their Bids will, as necessary, be disclosed on a confidential basis, to the OEB's advisers retained for the purpose of evaluating or participating in the evaluation of this Bid.

7.6 Reserved Rights and Governing Law

7.6.1 Reserved Rights of the OEB

The OEB reserves the right to:

- (a) make public the names of any or all Vendors; the name of the selected Vendor; and, the total price for the contract awarded;
- (b) request written clarification and incorporate a Vendor's response to that request for clarification into the Vendor's Bid;
- (c) accept and award any Bid in whole or in part;
- (d) assess a Vendor's Bid on the basis of:
 - (i) a financial analysis determining the actual cost of the Bid when considering factors including transition costs arising from the replacement of existing services, practices, methodologies and infrastructure (howsoever originally established);
 - (ii) information provided by references;
 - (iii) the Vendor's past performance on previous contracts awarded by the OEB;
 - (iv) the information provided by a Vendor pursuant to the OEB exercising its clarification rights under this RFS process; or
 - (v) other relevant information that arises during this RFS process;
- (e) waive formalities and accept Bids which substantially comply with the requirements of this RFS;
- (f) verify with any Vendor or with a third party any information set out in a Bid;
- (g) check references other than those provided by any Vendor;
- (h) disqualify any Vendor whose Bid contains misrepresentations or any other inaccurate or misleading information;
- (i) disqualify any Vendor or the Bid of any Vendor who has engaged in conduct prohibited by this RFS;
- (j) disqualify any Bid or rescind any contract award where the Vendor either: fails to disclose; or, is determined to have an actual or perceived unfair advantage or Conflict of Interest determined to be material by the OEB;
- (k) make changes, including substantial changes, to this RFS provided that those changes are issued by way of addenda in the manner set out in this RFS;
- (l) select any Vendor other than the Vendor whose Bid reflects the lowest cost to the OEB or the highest score;
- (m) cancel this RFS process at any stage;
- (n) cancel this RFS process at any stage and issue a new RFS for the same or similar deliverables;
- (o) if a single Bid is received, reject the Bid of the sole Vendor and cancel this RFS process or enter into direct negotiations with the sole Vendor; or,

(p) reject any or all Bids in its absolute discretion;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the OEB shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Vendor or any third party resulting from the OEB exercising any of its express or implied rights under this RFS.

By submitting its Bid, the Vendor authorizes the collection by the OEB of the information set out under (e) and (f) in the manner contemplated in those subparagraphs.

7.6.2 Governing Law of RFS Process

This RFS process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7.6.3 Limitation of Liability and Damages

By submitting a Bid, each Vendor agrees that:

- (a) neither the OEB (nor any of its respective employees, advisors or representatives) will be liable, under any circumstances, for any claim arising out of this RFS including but not limited to costs of preparation of the Bid, loss of profits, loss of opportunity or for any other claim;
- (b) the Vendor waives any claim for any compensation of any kind whatsoever, including claims for cost of preparation of the Bid, loss of profit or loss of opportunity by reason of the OEB's decision to not accept the Bid submitted by the Vendor, to award a contract to any other Vendor or to cancel this RFS process, and the Vendor shall be deemed to have agreed to waive such right or claim; and
- (c) the Vendor, by submitting a Bid agrees that it will not bring a court action or institute any proceeding against the OEB (or any of its respective employees, advisors or representatives) for damages arising from the conduct of this RFS or from any resulting award. This section is intended to be a complete waiver of the Vendor's right to claim damages.

7.6.4 Vendors Shall Bear Their Own Costs

The Vendor shall bear all costs associated with or incurred in the preparation and presentation of its Bid including, if applicable, costs incurred for interviews or demonstrations.

7.7 Supplementary Provisions

7.7.1 Publication of Data and Consent

It is the OEB's intention, in accordance with the Ontario's Digital and Data Directive <https://www.ontario.ca/page/ontarios-digital-and-data-directive-2021> and as part of its commitment to open data, to publish and allow the public to use:

- (i) procurement contract data, including the name of the successful Vendor and total contract value; and,

(ii) data created or collected as an output of a contract,

except where the OEB chooses not to publish the data in accordance with the Ontario's Digital and Data Directive, such as for privacy, confidentiality, security, legal or commercially-sensitive reasons.

Each Vendor, by submitting a Bid, expressly consents to the above and agrees that, if it becomes the selected Vendor, it will not object to the above being incorporated into its contract.

7.7.2 Accessibility Obligations

The OEB is committed to the highest possible standard for accessibility. Vendors are responsible for complying with the requirements under the Ontario Human Rights Code, the *Ontarians with Disabilities Act, 2001* and *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA") and its regulations. In circumstances where Vendors are providing a service to the public on behalf of the OEB, they may need to follow OEB direction to ensure OEB compliance with the AODA and its regulations (such as the Integrated Accessibility Standards Regulation). The Vendor is responsible for applying Integrated Accessibility Standards Regulation and effective dates and timelines as they pertain to the Government of Ontario, as directed by the OEB.

[End of Section 7]

APPENDIX A - STATEMENT OF WORK

This Statement of Work is entered into, effective as of [●], pursuant to the Master Agreement between [●] (the “Vendor”) and the Ontario Energy Board (the “OEB”) made as of the [●] day of [●], 20[●], Contract No. [●] (the “Master Agreement”). All capitalized terms used but not otherwise defined in this Statement of Work have the meaning set out in the Master Agreement.

1. Services

[Insert a detailed description of the Services to be performed by the Vendor.]

2. Deliverables

[Insert a detailed description of all Deliverables (i.e., work product) to be delivered by the Vendor (e.g., a report, analysis, design etc.).]

3. Statement of Work Term

The term of this Statement of Work shall begin on [●], and will end no later than [●] (the “Statement of Work Initial Term”), or any earlier date on which this Statement of Work is terminated in accordance with the terms of the Master Agreement. The Vendor shall perform the Services and provide all of the Deliverables no later than the expiration of the Statement of Work Initial Term, and in accordance with the schedule specified in this Statement of Work, unless agreed to in writing by the OEB.

4. Extension and Renewal Term(s)

The OEB shall have the option, in its sole discretion, of extending or renewing this Statement of Work for subsequent terms (each a “Statement of Work Extension Term” or a “Statement of Work Renewal Term”, as applicable), such Statement of Work Extension Terms or Statement of Work Renewal Terms to be upon the same terms (including as to the costs referenced in section 10.1 of the Master Agreement and this Statement of Work), conditions and covenants contained in the Master Agreement and this Statement of Work. These options shall be exercisable by the OEB upon thirty (30) calendar days’ prior written notice to the Vendor, setting forth the precise duration of the extension or renewal. The Statement of Work Initial Term and the Statement of Work Extension Term or Statement of Work Renewal Term are collectively referred to as the “Statement of Work Term”.

Notwithstanding the foregoing, the Statement of Work Term should not be longer than the Term of the Master Agreement.

5. Key Personnel

[Insert a list of key personnel, if applicable.]

6. Consultants Permitted to have Access to OEB’s Confidential Information

[Insert a list of individuals who are permitted to have access to OEB’s Confidential Information, if any. This list should be as restricted as possible.]

7. Phases, Milestones, Schedule and Reporting

[Insert phases / milestones / schedule (i.e., delivery dates for milestones) / corresponding reporting requirements (i.e., type, format, frequency).]

8. Rates

[Insert rates for particular resources or fixed hourly rates, as applicable.]

9. Total Agreement Value

\$(•)

10. Invoicing and Payment

- (a) Subject to section 10.1 of the Master Agreement, the Vendor shall invoice the OEB on a time and materials basis subject to the following conditions:
 - (i) the Vendor shall provide the OEB with a monthly invoice no later than ten (10) business days after the end of each month, and that invoice shall include: (A) the name of the Vendor; (B) the amount for which the invoice is rendered; (C) the reference number assigned to the Master Agreement and applicable Statement of Work by the OEB; (D) a brief description of the Services performed or Deliverables provided for the relevant month; (E) the identity of the persons performing those Services or providing those Deliverables and the time expended by each such person during the relevant month; (F) an itemized breakdown of the charges being included on the invoice; (G) the time period that is being included on the invoice; and (H) taxes, if payable by the OEB, identified as separate items;
 - (ii) the billing rate used in relation to each person that performed the Services or provided Deliverables during the relevant month shall be no greater than that specified in this Statement of Work in relation to that person or the fixed hourly rates specified in this Statement of Work, if applicable;
 - (iii) upon request of the OEB, the Vendor shall have a responsible officer of the Vendor certify that the invoice submitted to the OEB is true, complete and correct; and
- (b) In the event that the OEB rejects an invoice, it shall promptly so notify the Vendor and the Vendor shall provide additional information as required by the OEB to substantiate the invoice. Each invoice must be approved by the

OEB before any payment is released to the Vendor.

For greater certainty, the OEB will have no obligation to make any payment with respect to the applicable Service(s) or Deliverable(s) until such Services or Deliverables are inspected and accepted by the OEB. Any invoice issued by the Contractor pursuant to this section shall be subject to the following conditions:

(i) the invoice shall include: (A) the name of the Contractor; (B) the amount for which the invoice is rendered; (C) the reference number assigned by the OEB to the Master Agreement and the applicable Statement of Work; (D) a description of the Services performed or Deliverables provided; (E) the identity of the persons performing those Services or providing those Deliverables, if applicable; (F) the hours expended by each individual; and (G) taxes, if payable by the OEB, identified as separate items;

(ii) upon request of the OEB, the Contractor shall have a responsible officer of the Contractor certify that the invoice submitted to the OEB is true, complete and correct; and

(b) In the event that the OEB rejects an invoice, it shall promptly so notify the Contractor and the Contractor shall provide additional information as required by the OEB to substantiate the invoice. Each invoice must be approved by the OEB before any payment is released to the Contractor.

11. Counterparts

This Statement of Work may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and each of which may be delivered by facsimile, e-mail or other functionally equivalent electronic means of transmission and those counterparts will together constitute one and the same instrument.

[Signature page follows.]

Each of the Parties has executed this Statement of Work as of the dates stated below.

[INSERT FULL CORPORATE NAME OF
VENDOR]

ONTARIO ENERGY BOARD

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Schedule B Vendor's Bid

Attached to and forming part of the Master Agreement between (the "Vendor") and the Ontario Energy Board (the "OEB") made as of the 31st day of August 2023, Contract No. RFPOEBVOREE06152023 and the Statement of Work entered into by the same parties as of [•] day of [•], 20[•].

This Schedule consists of the financial portion of the Vendor's Bid in response to the Second Stage Selection Process.

APPENDIX B - FORM OF OFFER

To the Ontario Energy Board

1. Vendor Information

- (a) Vendor's registered legal business name and any other name under which it carries on business:

- (b) Vendor's address, telephone and facsimile numbers:

- (c) Name, address, telephone and facsimile numbers of the contact person(s) for the Vendor as well as their email address:

- (d) Name of the person who is primarily responsible for the Bid:

- (e) Name of the person who will be managing the operation of the proposed Deliverables:

- (f) Whether the Vendor 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:

- (g) Name(s) of the proprietor, where the Vendor is a sole proprietor; each of the directors and officers where the Vendor is a corporation; each of the partners where the Vendor is a partnership and applicable combinations of these when the Vendor is a joint venture or consortium, whichever applies:

(h) Whether the Vendor intends at any time during the term of an Agreement arising out of this RFS, to use the services of another person, in connection with the management of the Deliverables to be provided pursuant to the Agreement. If so, attach full details:

(i) Whether the Vendor is a partner, director, officer, shareholder of, or a contributor of capital to another individual, sole proprietorship, corporation, partnership, joint venture, or a consortium that has as its principal business the provision of deliverables similar to the Deliverables required pursuant to this RFS. If so, provide full details by way of attachment.

2. Offer

I/We have carefully examined the RFS documents and have a clear and comprehensive knowledge of the Deliverables required under the RFS. By submitting the Bid, we agree and consent to the terms, conditions and provisions of the RFS.

3. Mandatory Requirements

I/We enclose herewith as part of the Bid, responses to all mandatory requirements.

MANDATORY REQUIREMENTS AND FORMS:	Yes	Page(s)
Form of Offer (Appendix B) - completed and signed		
Rate Bid Form (Appendix C) - completed and signed		
Tax Compliance Form (Appendix D) - completed and signed		

4. Prices

I/We have submitted our pricing in accordance with the instructions in the RFS and Price Form.

5. Tax Compliance

I/We hereby certify that

(Registered Legal Business name of Vendor)

in submitting this Bid with accompanying Tax Compliance Form (Appendix D), is in full compliance with all tax laws and that, in particular, all returns required to be filed under all tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

6. References

I/We have included the number and type of references required by the RFS (Section 5.2) and consent to the OEB performing checks with those references and with any other relevant references.

7. Addenda

We have received and allowed for Addenda number _____ in preparing my/our Bid.
(Insert #'s or "NONE")

We understand that the onus remains on us to have made any necessary amendments to our Bid based on the Addenda.

8. Bid Irrevocable

I/We understand that my/our submitted Bid is based upon the acceptance of the Bid, in whole or in part, within 120 Days of the Bid Deadline and is irrevocable during that period.

9. Conflict of Interest

Vendors while completing this portion of the Form of Offer should refer to Section 3.1.1 of this RFS.

I/ We hereby confirm that there is not nor was there any actual or potential Conflict of Interest relating to the preparation of our Bid nor do we foresee any actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFS.

[or if applicable, strike out the above and include the following:]

The following is a list of actual or potential Conflicts of Interest relating to the preparation of our Bid or the performance of the contractual obligations contemplated in the RFS:

In submitting the Bid, I/we have/have no **[strike out the inapplicable portion]** knowledge of or ability to avail ourselves of confidential information of the OEB or His Majesty in King in Right of Ontario (other than confidential information which may have been disclosed by the OEB to the Vendors in the normal course of the RFS) which is relevant to the contemplated contract, its pricing or the RFS evaluation process.

I/we agree that, upon request, I/we shall provide the OEB a Conflict of Interest Declaration from each individual identified above in a form prescribed by the OEB.

In addition to the preceding declarations, the Vendor must complete the following which relates to potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our Bid; and (b) were employees of the OEB and have ceased that employment prior to the Bid Deadline:

Name of Individual:	(Vendor to insert response, if applicable)
Job Classification (of last position within OEB):	(Vendor to insert response, if applicable)
Last Date of Employment with OEB:	(Vendor to insert response, if applicable)
Name of Last Supervisor with OEB:	(Vendor to insert response, if applicable)
Brief Description of Individual's Job Functions (at last position with OEB):	(Vendor to insert response, if applicable)
Brief Description of Nature of Individual's Participation in Preparation of Bid:	(Vendor to insert response, if applicable)

(Repeat for each identified individual)

The Vendor agrees, upon request, to provide the OEB with additional information from each individual identified in the preceding form prescribed by the OEB. The OEB will assess this information and may, at its sole and absolute discretion, conclude that an unfair advantage or Conflict of Interest arises and may, in addition to any other remedies available at law or in equity, disqualify the Bid submitted by the Vendor.

10. Disclosure of Information to Advisers

I/We hereby consent, pursuant to subsection 17 (3) of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F.31, to the disclosure, on a confidential basis, of this Bid by the OEB to the OEB's advisers retained for the purpose of evaluating or participating in the evaluation of this Bid.

11. Proof of Insurance

By signing the Form of Offer, I / we acknowledge willingness, if selected, to provide proof of insurance coverage as required in the Agreement, including proof of insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by the OEB.

12. Execution of Agreement

I/We understand that in the event my/our Bid is selected by the OEB I/we agree to finalize and execute the Agreement in accordance with the RFS.

Signature of Witness

Signature of Vendor representative:

Name of Witness:

Name and Title:

Date: _____

I have authority to bind the Vendor.

APPENDIX C - PRICE FORM

With respect to RFS # RFSOEBCIRFB05152025

Submitted by: _____

VOR Subject Area(s): Rate Regulation

Fixed Hourly Rates for proposed Vendor team members. The hourly rates cannot exceed the fixed hourly rates set out in the Master Agreement.

Vendors must provide the following information for their proposed team members.

Individual Team Member Name	Role / Position	Fixed Hourly Rate

The Fixed Hourly Rates include all fees, materials, disbursements, and anything else required to provide the services and deliverables.

BLENDED HOURLY RATE* for multiple consultants: \$_____ (exclusive of HST).

*The Blended Hourly Rate will be used for evaluating the pricing portion of a Vendor's Bid and not for invoicing.

In the event that a Vendor is required to attend in person at the OEB offices in Toronto or at another location requested by the OEB for a particular assignment, the charges, fees, or disbursements associated with such attendance will be addressed in each Statement of Work. Such charges, fees or disbursements may require prior written authorization by the OEB and are subject to the Ontario government *Travel, Meal and Hospitality Expenses Directive* and *General Expenses Directive*.

SIGNATURE: _____

NAME / TITLE _____

I have authority to bind the Vendor.

_____ Date

APPENDIX D - TAX COMPLIANCE DECLARATION FORM

The OEB expects all Vendors to pay their provincial and federal taxes on a timely basis. In this regard, Vendors are advised that any contract with the OEB will require verification that the successful Vendor is in good standing with all tax laws. The Vendor must submit its Ministry of Finance Tax Compliance Verification number, along with the declaration and consent to disclosure set out in this form:

Declaration

I/ I/WE hereby certify that _____ at the time of submitting its Bid,
(legal name of Vendor)

is in full compliance with all tax laws and that, in particular, all returns required to be filed under all tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

(Please check applicable box) The Vendor ☐ is / ☐ is not a corporation subject to Ontario corporate tax under the *Taxation Act, 2007* (Ontario).

(Please insert Vendor's Business Number) _____

Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to the OEB issuing the RFS as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at _____ this _____ day of _____ 20_____

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number)

(Fax Number)