

REQUEST FOR QUOTATION

Number RFQ 015 2024

For

COR Associate Auditor Service Provider

to

Oshawa PUC Networks Inc.

(“Oshawa Power”)

April 2024

REQUEST FOR PROPOSALS

1. INTRODUCTION

1.1 Introduction

This RFQ is being issued and administered by the Buyer in order to obtain Quotations from one or more Respondents that would result, if accepted by Oshawa Power, in the successful Respondent(s) entering into negotiations to execute a Contract with Oshawa Power for the supply of the goods/services as further described herein.

1.2 Sections

This RFQ is divided into five (5) sections and schedules, as follows:

1. Introduction
 2. RFQ Rules and Procedures
- Schedule A: Quotation Requirements and Goods/Services Required
Schedule B: Standard Terms and Conditions
Schedule C: Quotation Cover Sheet

2. RFQ RULES AND PROCEDURES

2.1 Rules and Procedures

The submission of a Quotation by the Respondent shall be deemed to signify that the Respondent has read, understood and agrees to comply with all of the terms and conditions of this RFQ including without limitation all RFQ Rules and Procedures as detailed in this Section 2.

2.2 Respondents

- (a) This RFQ is being issued to a limited number of organizations that have been pre-selected by Oshawa Power. Oshawa Power reserves the right to contact additional parties regarding this RFQ, or issue a separate or supplementary RFQ, for this or any related matter, in its discretion and at any time.
- (b) A Respondent's pre-selection signifies that a Respondent has met Oshawa Power's minimum requirements and does not mean that the Respondent is on equal footing with other approved Respondents. Notwithstanding a Respondent's pre-selection, Oshawa Power reserves the right to consider such criteria as described in Section 2.13 below in selecting or rejecting any Quotation.

2.3 Communications

- (a) All questions or other communications regarding this RFQ, including any notices required hereunder and the submission of Quotations, are to be addressed solely to the Buyer, in writing (via e-mail).
- (b) **Respondents shall communicate only with the Buyer and shall not communicate with any other department or Representative of Oshawa Power regarding this RFQ.**

2.4 RFQ Schedule

Subject to any modifications in Oshawa Power's discretion, and subject to all other terms of this RFQ, the Schedule and timelines will apply to this RFQ.

Issue of RFQ	April 12, 2024
Deadline for Submission of Questions	April 19, 2024
Submission Deadline	May 3, 2024
Date for Selection of Successful Respondent(s)	May 31, 2024

2.5 Questions and Clarifications regarding this RFQ

- (a) Upon review of this RFQ, Respondents shall immediately notify the Buyer, in writing (via e-mail), of any omissions, discrepancies, ambiguities or details contained in this RFQ requiring further clarification.
- (b) All questions regarding the RFQ shall be made in writing (via e-mail) to the Buyer **by no later than 2:00:00 p.m. EST on the Deadline for Submission of Questions in schedule above.** Questions and responses will be recorded by the Buyer and may be distributed to all Respondents, in Oshawa Power's discretion. The Buyer will respond to those questions that, in Oshawa Power's discretion, provide clarification to this RFQ.

2.6 Amendments or Supplements to RFQ

Oshawa Power reserves the right to issue addenda, supplements and make amendments to this RFQ at any time, in its discretion. All addenda, supplements or amendments to this RFQ shall be delivered to all parties having received a copy of this RFQ (unless such party has advised the Buyer, in writing (via e-mail), of its intent not to respond to the RFQ) and shall be deemed to form an integral part of this RFQ as if specifically restated herein.

2.7 Submitting the Quotation

Quotations shall be delivered to the Buyer by personal delivery, or by courier. No facsimile transmission of Quotations will be accepted. Quotations shall be deemed received by the Buyer on the date of acceptance, as evidenced by his/her signature. Respondents shall be entirely

responsible to ensure that Quotations are received by the Buyer by the Submission Deadline as described in above. Oshawa Power will not be responsible for any issues or problems related to the delivery or receipt of any Quotation by the Submission Deadline. Without limitation, Respondents are solely responsible for ensuring that Quotations are delivered to the Buyer.

2.8 Modifications or Withdrawal of Quotations before Submission Deadline

- (a) Quotations submitted prior to the Submission Deadline may be modified or withdrawn by the Respondent at any time prior to the Submission Deadline, by written notice to the Buyer, delivered personally or by courier.
- (b) Respondents may not make modifications to their Quotation after the Submission Deadline.
- (c) To modify a Quotation prior to the Submission Deadline, the Respondent must withdraw the original Quotation and submit another Quotation to the Buyer, prepared in accordance with the terms of this RFQ, bearing the same signature of the authorized representative of the Respondent who executed the original Quotation (or such other authorized representative if the original representative is no longer available, provided a written explanation regarding same is included), clearly marked to show that it supersedes and invalidates the Quotation(s) previously delivered. No other method of Quotation modification shall be considered.
- (d) To withdraw a Quotation prior to the Submission Deadline, the Respondent shall submit to the Buyer a letter to this effect, bearing the same signature of the authorized representative of the Respondent who executed the original Quotation (or such other authorized representative if the original representative is no longer available, provided a written explanation regarding same is included). No other method of Quotation withdrawal shall be considered.
- (e) Quotations not submitted by the Submission Deadline will not be considered by Oshawa Power.

2.9 Ownership of Quotations

Subject to any written agreement to the contrary, all Quotations and other support documentation received by the Buyer from Respondents shall become the property of Oshawa Power and will not be returned to Respondents. Oshawa Power will not disclose the Respondent's Quotation to any third party, save and except for disclosure to any Oshawa Power Representative as may be required to administer this RFQ and any resulting Purchase Order or as required by court order or other legal compulsion including, without limitation, requests under the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) and requests made by any Governmental Authority.

2.10 Verification of Information

In submitting a Quotation, the Respondent acknowledges and agrees that Oshawa Power and its Representatives may, in their discretion, independently verify any information provided in a Quotation.

2.11 Clarifications or Supplements to Quotations

Oshawa Power and its Representatives reserve the right, in their discretion, to seek further information or clarification from any Respondent and Oshawa Power is entitled to utilize the information or clarifications received in evaluating any Quotation, and may require one or more or all of the Respondents to answer questions or submit supplementary documentation clarifying any matters contained in their Quotations.

2.12 Evaluation of Quotations

- (a) Quotations will be opened in private by the Buyer and Oshawa Power representatives (in Oshawa Power's discretion). Oshawa Power is under no obligation to disclose to any Respondent(s) the contents of the Quotations received or to reveal the Quotation prices.
- (b) The successful Respondent(s), if any, will be selected by Oshawa Power, in its sole discretion, based on Oshawa Power's assessment of which Quotation is considered to be the most beneficial to Oshawa Power based on any number of criteria which Oshawa Power, in its discretion, considers relevant, including, without limitation, the following (not necessarily in order of importance):
 - (i) completeness of the Quotation and responsiveness to this RFQ;
 - (ii) qualifications, experience and ability of the Respondent to provide the requested goods/services;
 - (iii) proposed price;
 - (iv) sustainability, supplier diversity;
 - (v) other value-added services that may be offered by the Respondent;
 - (vi) reputation of the Respondent and its past relationship with Oshawa Power or any of its Affiliates;
 - (vii) the specific evaluation criteria set out in PART B of SCHEDULE B, if any; and
 - (viii) any other factor that Oshawa Power, in its discretion, deems relevant.
- (c) Oshawa Power is not obliged to inform the Respondents of the relative weight to be given to any particular evaluation criterion, or to provide reasons to any Respondent with respect to any exercise of Oshawa Power's discretion.
- (d) Oshawa Power reserves the right, in its discretion, to negotiate with the Respondent, which, in the opinion of Oshawa Power, has submitted the most beneficial Quotation, or with any other Respondent or Respondents concurrently. Oshawa Power and its Representatives shall incur no liability to any other Respondents as a result of such negotiations.

2.13 Selection of Quotation

- (a) This RFQ does not constitute a call for tenders or a contract to purchase goods or services, and Oshawa Power is under no obligation or commitment whatsoever to select any Quotation and expressly reserves the right, in its discretion, to reject any or all Quotations without notice or reasons including, without limitation, the lowest priced Quotation. Alternatively, Oshawa Power reserves the right to select the Quotation that, in its discretion, it deems most advantageous, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice to the contrary.
- (b) Without limiting the generality of the foregoing, Oshawa Power may, in its discretion and at any time without notice or reasons, and without liability, take any steps it deems appropriate in connection with this RFQ process including, without limitation:
- (i) modify the terms of or terminate this RFQ;
 - (ii) decline to permit any Respondent to participate in this RFQ process;
 - (iii) terminate discussions or negotiations with any or all Respondents;
 - (iv) reject any, or part of any, or all Quotations; or
 - (v) negotiate with any third party regarding matters covered by or related to this RFQ, whether such party has been invited to submit a Quotation or not.
- (c) If Oshawa Power does not receive any satisfactory Quotations, which only Oshawa Power, in its discretion, may determine, or if an insufficient number of Quotations are submitted, or where unforeseen circumstances arise before the Date for Selection of the Successful Respondent(s), it may, in its discretion, either:
- (i) revise the scope of work identified in this RFQ by issuing post-RFQ addenda and inviting one or more of the Respondents to resubmit a Quotation;
 - (ii) negotiate modifications of any term of this RFQ with any Respondent, or Respondents, concurrently;
 - (iii) include any of the Respondents in post-Submission Deadline negotiations;
 - (iv) reject all Quotations and re-issue the RFQ to some or all of the Respondents and any third parties selected by Oshawa Power, in its absolute discretion;_or
 - (v) cancel this RFQ.
- (d) Neither Oshawa Power nor any of its Representatives shall incur any obligation or liability to any Respondent in the exercise of any of the rights noted above.

2.14 Confidentiality

This RFQ, and all information and data disclosed by Oshawa Power in relation thereto, including without limitation all information related to Oshawa Power's business operations, processes or technology, whether marked as confidential or not, constitutes "Confidential Information" which

is, and will remain, the property of Oshawa Power, and is not to be copied or distributed without the prior written approval of Oshawa Power.

2.15 No Representations or Warranties

- (a) Nothing in this RFQ is intended to relieve Respondents of their responsibility to form their own opinions and conclusions in respect of the matters addressed in this RFQ and to satisfy themselves independently regarding the accuracy and completeness of the information provided and the assumptions made in this RFQ. Oshawa Power and its Representatives make no representations or warranties, either express or implied, in fact or in law, with respect to the accuracy or completeness of the information provided in this RFQ.
- (b) Without limiting the generality of the foregoing, Oshawa Power and its Representatives shall not be liable for any claim, action, cost, loss, damage or liability whatsoever arising from or related to any information or advice or any errors or omissions that may be contained in this RFQ or any data, materials, or documents disclosed or provided to the Respondent pursuant to this RFQ or otherwise. The only representations and warranties made by Oshawa Power or its Representatives, if any, will be those contained in the Purchase Order.

2.16 No Damages

- (a) All costs, expenses, losses, damages and liabilities which may be incurred by the Respondents as a result of or arising out of the submission, acceptance or rejection of their Quotations, including the cost of preparing and submitting a Quotation, shall be borne entirely by the Respondents. Oshawa Power and its Representatives shall not be liable for any costs and expenses incurred by the Respondents, or to reimburse the Respondents in any manner whatsoever or under any circumstances, including, without limitation, in the event of rejection of all Quotations, rejection of the Respondent's Quotation, selection of another Respondent's Quotation, waiver or non-waiver of a non-compliance by any Respondent, including the matters described in Sections 2.7, 2.19, and SCHEDULE B, issuance of a post-RFQ addenda, a decision not to include any Respondent in post-Submission Deadline negotiations, or cancellation of this RFQ.
- (b) Without limiting the generality of the foregoing, Oshawa Power and its Representatives shall not be liable, in contract, tort, restitution or any other legal theory, to a Respondent for any claim, action, costs, losses, damages or liability whatsoever arising from any act or omission by Oshawa Power or its Representatives, including the rejection of any or all of the Quotations, the consideration or evaluation of any or all of the Quotations, negotiations in respect to the Quotations, the selection of a Respondent, the decision to issue post-RFQ addenda to some or all of the Respondents, the decision not to include a Respondent in post-Submission Deadline negotiations, the decision to waive or not to waive a non-compliance by a Respondent, including in respect of the matters described in Sections 2.7, 2.19, and SCHEDULE B, or for any information or advice or any errors or omissions that may be contained in this RFQ or any data, materials, or documents disclosed or provided to a Respondent pursuant to this RFQ or otherwise.

2.17 No Collusion

Each Respondent's Quotation shall be prepared without any connection, knowledge, comparison of information, or arrangement with any other Respondent (or any Representative thereof) and each Respondent shall be responsible to ensure that its participation in this RFQ process is conducted fairly and without collusion or fraud.

2.18 Conflicts of Interest

The Respondent is required to disclose in its Quotation and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFQ, any resulting Purchase Order, or in relation to Oshawa Power or its Representatives.

2.19 Assignment

The Respondent may not assign the right to issue a Quotation in response to this RFQ to any third party, including any of the Respondent's Affiliates, without Oshawa Power's prior written consent.

2.20 Governing Law

This RFQ, all Quotations submitted in response thereto, and any resulting Purchase Order, shall be governed by the laws in force in the Province of Ontario and the laws of Canada applicable therein.

SCHEDULE A

QUOTATION REQUIREMENTS AND GOODS/SERVICES REQUIRED

Introduction

Oshawa Power and Utilities Corporation Networks Inc. (Oshawa Power) is a COR Certified organization operating in the electrical utility sector. Oshawa Power has committed to having a functioning Occupational Health and Safety Management System (OHSMS). As a part of the COR certification process, Oshawa Power is looking to complete an external maintenance audit, by the organizations anniversary date of December 12, 2024.

(a) Information Regarding Respondent

Respondent to provide basic information regarding itself in its Quotation. In addition, please provide any examples of past audits completed with similar organizations, and any certifications proving competency COR audits.

(b) Term

The expected term for this proposal will be Q2 to Q3 of 2024. With the audit submission date being October 12th, 2024 the required 60 days or two (2) months prior to the anniversary date of December 12th, 2024.

(c) Goods/Services Required

Oshawa Power requires an external maintenance audit to be completed prior to the 60 days or two (2) months prior to the organizations anniversary date of December 12, 2024.

The audit process shall follow the IHSA audit guidelines for COR audits. Oshawa Power currently has staff in the range of 51 to 100 ratio, requiring thirteen staff to be interviewed. With eleven properties around the city of Oshawa.

(d) Pricing Requirements/Payment Terms

All pricing is to be in Canadian dollars and does not include HST. Hourly rate is to be quoted by the respondent. Additional expenses as required as per the guidelines described on the IHSA’s COR Auditor Guidelines. See table below as reference.

TRAVEL EXPENSE	COSTS
Mileage	CAA rate: \$0.61/kilometer mid-size car
Accommodations	Overnight stay outside Greater Toronto Area. Economy Class.
Meals	Reimbursement for : Breakfast (Overnight stay) \$11.00 Lunch \$16.00 Dinner (After 6 pm) \$24.00

(e) Oshawa Power’s Responsibilities

Oshawa Power is responsible for providing previous reports, access to information, and reasonable access to Oshawa Power owned assets.

SCHEDULE B

STANDARD TERMS AND CONDITIONS

1. **Acceptance of Purchase Order.** The Supplier by the Acceptance of this Purchase Order (the "Order") accepts all the terms and conditions hereof. These terms and conditions supersede and take precedence over any and all previous verbal or written arrangements in connection with this Order. Any deletions, modifications, alterations of, or additions to the terms and conditions of the Order to be binding shall be in writing and specified by Oshawa PUC Networks Inc. ("Oshawa Power") in the Order and shall be attached to this Purchase Order.

2. **Delivery** Supplier shall comply with the required delivery date or schedule (the “Delivery Requirements”) specified in this Order, and shall not make material commitments that adversely impact its ability to achieve such. Goods shipped or services performed in advance of the Delivery Requirements may be returned to Supplier or warehoused at Supplier's expense. Supplier shall advise Oshawa Power immediately of any anticipated delays.

Nothing other than a written amendment signed by Oshawa Power and Supplier shall result in a change to the Delivery Requirements.

3. **Time of the Essence** Time is of the essence for this Order. Supplier shall provide and deliver all goods and services in accordance with the Delivery Requirements. In the event of a delay or failure to meet such, for reasons other than a recognized Force Majeure event as set out in these terms and conditions, Supplier shall pay for all damages incurred by Oshawa Power as a result of such delay or inability to deliver. Furthermore, Oshawa Power reserves the right to cancel this order, or any part thereof, without prejudice to its other rights, saving Oshawa Power harmless for any expenses caused by the failure of Supplier to meet Delivery Requirements, even if Oshawa Power ultimately accepts delivery of the goods or services in this Order. The Supplier agrees that Oshawa Power may return part or all of any shipment so made, and charge Supplier with any loss or expense sustained as a result of such failure to deliver.

4. **Price**. Unless otherwise specified, the price of this Order represents the complete cost to Oshawa Power, fixed in Canadian dollars, at the point of delivery specified herein inclusive of all duties of every kind, including license fees, patent royalties, taxes, levies, packaging, loading, cartage and other charges.

5. **Payment Terms and Invoice** Invoices shall be paid within ninety (90) days, unless otherwise agreed to in writing by Oshawa Power. The calculation of the payment period shall commence upon all of the following conditions being satisfied: (1) the delivery of the goods or services supplied in this Order; (2) the acceptance by Oshawa Power of the goods or services supplied; and (3) receipt by Oshawa Power of an accurate and complete invoice by Supplier setting out the Order number and an itemized description of the goods or services Supplier provided in accordance with the Order. Oshawa Power shall be entitled to set-off against any amounts owing to Supplier, any amounts owing by Supplier hereunder.

6. **Expenses** Supplier shall be wholly responsible for expenses incurred in the performance of this Order unless this Order explicitly provides for reimbursement of expenses. Where this Order explicitly provides for reimbursement of expenses, Oshawa Power will reimburse (1) only the expenses explicitly listed in this Order, and (2) only the expenses that are reasonable, necessary and actually incurred in the performance of this Order. Oshawa Power shall reserve the right to request or audit all original itemized expense receipts, to be submitted to Oshawa Power with accompanying invoices.

7. **Suspension, Cancellation and Changes** Oshawa Power reserves the right to suspend or cancel this Order in whole or in part or to change it at any time, including additions or deletions to quantities, upon written notice to Supplier. If cancellation or suspension takes place, delivery shall be accepted at the purchase price of all goods and services delivered or completed prior to receipt of notice of cancellation or suspension. Upon receipt of such notice, Supplier shall, in addition to complying with the requirements of such notice, immediately (1) stop production and delivery of all goods and services, (2) accept no orders for goods and services, and (3) protect all goods and services under Supplier's control in which Oshawa Power may have a full or partial interest. Supplier shall immediately comply with such notice and take all steps necessary to minimize the cost of terminating or changing this Order. In the event of a suspension, Supplier shall not resume until the suspension terminates as set forth in Oshawa Power's notice. If changes affect delivery or price, Supplier shall immediately notify Oshawa Power. Except as otherwise agreed to in writing, Oshawa Power shall not be liable for any costs arising from such notice, including but not limited to loss of anticipated profits or loss of opportunity.

8. **Specifications**. Supplier shall comply with all specifications associated with this Order, including without limitation, the plans and specifications for the provision of goods and services, any document describing the scope of services to be performed by the Supplier, all functional, technical, operational, performance, quality and similar requirements, drawings, illustrations, equipment descriptions and other data relating to the goods and services to be provided by the Supplier to Oshawa Power.

9. **Inspection and Rejection** All goods and services shall be subject to inspection and testing by Oshawa Power at all times and places including the period of manufacture and in any event prior to final acceptance by Oshawa

Power to assess work quality, conformance with Specifications, and conformance with all of Supplier's representations, warranties and covenants herein. No such verification shall relieve Supplier of its obligations and warranties hereunder. Goods and services shall not be deemed accepted until after such final inspection. If any goods, services or parts thereof are found at any time to be defective in material or workmanship or otherwise not in conformity with the requirements set out herein, in addition to any other rights which it may have under applicable warranties, or under law, Oshawa Power shall have the right to reject and return such (at Oshawa Power's sole discretion), for either full credit or a refund at Supplier's expense including payment of shipping charges incurred by Oshawa Power. Without limiting the foregoing, Oshawa Power shall also have the right to require that Supplier promptly and at its own expense repair, replace or restore any defective or deficient portion of goods or services, to Oshawa Power's reasonable satisfaction. If Supplier is unwilling to or unable to effect prompt replacement, Oshawa Power may use its own facilities or contract with a third party at Supplier's expense. All returned goods or services shall be at Supplier's risk of damage or loss. Neither the failure of Oshawa Power to inspect, nor acceptance of, nor payment for any goods and services shall prejudice Oshawa Power's rights under this paragraph. Supplier's records relating to the manufacture or provision of goods and services shall be maintained for a minimum of seven (7) years following delivery unless otherwise agreed in writing by Oshawa Power.

10. **Warranty** Supplier warrants that all goods and services are (a) free from defects in design if the design is not provided by Oshawa Power, materials and workmanship for a period of twelve (12) months from the date of acceptance by Oshawa Power; (b) conform with all Specifications attached or contained in the Order and all documentation and information provided by Oshawa Power for the goods and services; (c) be fit for their intended purpose; (d) be new, unused (unless otherwise specified in this Order) and merchantable; (e) be free from liens or encumbrances on title; and (f) to the extent the goods and services are, or contain hardware and/or software products, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing all times and dates) and are free of viruses and other sources of network corruption (collectively, for this Section, "Warranty"). To the extent Services are to be provided hereunder, Supplier warrants that all work rendered shall be careful and proper and in full compliance with Specifications and shall be in accordance with the best current practices in the industry and with the highest engineering or other applicable professional standards. The foregoing warranties shall survive any testing, inspection or acceptance by Oshawa Power of goods and services. The warranties set forth above shall not be subject to any disclaimer or exclusion of warranties or to any limitation of Supplier's liability herein. The warranty with respect to any corrected goods and services shall be subject to the same terms as the original warranty except that the warranty on any corrected or replaced goods and services shall be the longer of (i) one (1) year from the date of repair or replacement or (ii) until the end of the original warranty period. In addition to any other obligations set forth in this Section, Supplier shall pass through all assignable third party manufacturers' warranties applicable to goods and services furnished by Supplier. In the event a third party warranty is not assignable, Supplier shall enforce its warranty against a third party at Supplier's expense upon Oshawa Power's reasonable request. Supplier shall immediately notify Oshawa Power in writing of recalls or safety notices that concern the goods and services in this Order. Oshawa Power shall have the right to assign all Supplier warranties under this Order to third parties including Oshawa Power's customers or end users, who shall have all rights to enforce such warranty. Supplier shall be liable for Oshawa Power's actual costs, expenses and damages related to or arising from goods and services not conforming to the warranty, including but not limited to systemic and incidental damages incurred by Oshawa Power.

11. **Compliance with Laws** Supplier represents that it has and shall continue during the performance of this order to comply with all laws and regulations, including without limitation, international, federal, provincial, municipal and all local laws and codes. Supplier shall also adhere to quality system standards and quality assurance requirements, privacy requirements, environmental standards and any additional technical codes, standards or norms which Oshawa Power may specify in writing.

12. **Patents and Copyright** Supplier warrants that Oshawa Power and its customers may freely use, resell or otherwise deal with goods and services without infringement of patents, copyrights, trademarks, trade secrets or other intellectual property rights held by Supplier or any third party. Supplier agrees to indemnify and hold

harmless Oshawa Power from any claim, action, cost or damage whatsoever arising from the alleged or actual infringement of any patent, trademark, copyright, industrial design or other intellectual property right resulting from the purchase and sale, use, or resale of goods and services. If the goods and services or any activity in connection therewith are held to be an infringement and their use is enjoined, Supplier shall promptly, at the option of Oshawa Power, secure for Oshawa Power the right to continue using or reselling goods and services; replace goods and services with non-infringing goods and services; procure Oshawa Power, its Representatives and/or end user's right to continue using the goods and services; modify goods and services such that they are no longer infringing; or, if unable to do any of the foregoing, remove the infringing goods and services and indemnify Oshawa Power for any direct or indirect losses, costs or damages resulting from such infringement.

13. **Electrical Product Approvals** As per Ontario Regulation 438/07, Supplier shall ensure all electrical products provided in this Order are certified and bear a certification marking by the Canadian Standards Association (or recognized equivalent) or a field evaluation label from a recognized testing agency, for use in the Province of Ontario, without cost to Oshawa Power. When neither are applicable, electrical products may be approved under Ontario Regulation 22/04 if conformance to an electrical standard is attested to by a professional engineer licensed in the province of Ontario, and type tests are provided.

14. **Customs** For shipments originated outside of Canada, Supplier is responsible for preparing Canada Customs invoices and other documents required by Canadian customs and other government agencies. Any cost incurred due to Supplier's delay or Supplier's failure to comply with Canadian customs or other governmental regulations shall be paid by the Supplier.

15. **Termination for Default** In the event Supplier (1) materially breaches this Order, or (2) becomes insolvent, ceases business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy/insolvency laws or for reorganization, composition, adjustment or other relief of debtors, makes an assignment for the benefit of creditors, has a receiver or liquidator appointed for such non-terminating Party or a court of competent jurisdiction orders the winding up or liquidation of the affairs of the non-terminating Party, Oshawa Power may, by written notice, terminate this Order with immediate effect without liability, except for deliveries previously delivered in accordance with the Order.

16. **Insurance** Supplier represents and warrants to Oshawa Power that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent supplier of similar goods and services provided hereunder, including (1) comprehensive commercial general liability insurance (including product liability) with a minimum coverage of \$5M in aggregate and \$2M per occurrence; automobile liability insurance with a minimum coverage of \$2M per occurrence; professional liability insurance with a minimum coverage of \$1M per occurrence; and workers compensation insurance as required by applicable laws.

Product Liability and Professional Liability insurance (or an approved equivalent by Oshawa Power) shall include any product deficiencies and errors and omissions that adversely impact or fail to ensure the privacy and security of the goods and services provided, including without limitation, Oshawa Power's communication networks, information systems, industrial controls and data in accordance with Specifications, relevant industry standards, regulations, codes and industry best practice.

In addition, Supplier shall acquire and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by Oshawa Power from time to time. Supplier will promptly deliver to Oshawa Power, as and when requested, written proof of such insurance.

If requested, Oshawa Power shall be named as an additional insured under any insurance policy. Insurance policies cannot be cancelled, or materially changed so as to affect the minimum coverage provided under this Order without written authorization by Oshawa Power.

17. **Indemnification** Supplier shall indemnify, defend and hold harmless Oshawa Power, its affiliates and their representatives and assigns from and against any and all expenses, costs, claims, losses, actions, lawyer's fees, damages, duties, taxes, penalties or liabilities (including without limitation special and consequential damages, and including the costs of replacing or recalling Oshawa Power's equipment which may be damaged or rendered defective by materials furnished or work done in breach of warranties), or any amounts incurred by or which may become payable by Oshawa Power arising or resulting directly or indirectly out of any breach by Supplier of the Order; or for bodily injury, death or loss or damage to property which may arise or result, directly or indirectly, from the performance of this Order or any goods and services supplied hereunder.

18. **Conflict of Interest Declaration** Supplier agrees to declare any actual or potential Conflict of Interest relating to this Order. If no Conflict of Interest is declared, the Supplier is deemed to have had no Conflict of Interest in activities related to this Order or there is no foreseeable Conflict of Interest in performing the contractual obligations in this Order. The term "Conflict of Interest" means (1) in relation to the procurement process, the Supplier has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage or (2) in relation to the performance of its contractual obligations contemplated in the Order, the Supplier's other commitments, relationships or financial interest could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations of this Order.

19. **Force Majeure** Notwithstanding anything to the contrary in this Order, neither Party shall be liable for delay or non-performance caused by any of the following circumstances when beyond its control: acts of God, explosions, riots, extreme natural disasters, wars, sabotage or terrorism ("Force Majeure"). Should an event of Force Majeure make it impossible for a Party to perform its obligations hereunder, the affected Party shall try to reduce or mitigate the adverse impact of the event. The affected Party shall notify the other Party that it considers an event of Force Majeure has occurred. If the adverse impact cannot be eliminated completely, such non-performance shall be excused for the duration of the event of Force Majeure. If, however, the event of Force Majeure lasts more than fifteen (15) days from the original notification, this Order may be terminated in whole or in part by the non-affected Party.

20. **Confidentiality** Supplier shall treat all information disclosed by Oshawa Power in connection with this Order as confidential. "Confidential Information" shall include without limitation, all patents and patent applications, trade secrets, copyrighted information, intellectual property, the specific design application and use of Supplier's goods and services by Oshawa Power, price lists, forecasts, analyses, passwords, marketing, research and development, business plans and strategies, end-user customer or vendor information, data, materials, products, technology, computer programs, specifications, manuals, ideas, techniques, processes, know-how, inventions, models, drawings, algorithms, source code documents and other information disclosed or submitted, whether in writing, orally or by any other tangible media. Supplier shall not disclose or use Oshawa Power's Confidential Information other than to perform its obligations in this Order. Supplier shall be responsible for any breach of the confidentiality obligations hereunder by its affiliates or representatives. These confidentiality restrictions shall not apply to information which (1) is already in the possession of Supplier without any obligation of confidentiality (2) may be published or become available within the public domain otherwise than as a consequence of a breach by Supplier of its obligation not to disclose any of the Confidential Information (3) is lawfully received by Supplier from any third party without restrictions on disclosure or use (4) is independently developed without any breach of the terms and conditions of this Order by Supplier's employees who have not had access to any Confidential Information; (5) is approved in writing by Oshawa Power for release or other use by Supplier according to terms stipulated in such approval; or (6) is required by the Supplier to be disclosed by law. In such circumstances as (6), Supplier shall notify Oshawa Power of such requirement so that Oshawa Power may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, and Supplier is legally compelled to disclose Confidential Information, Supplier agrees to only disclose Confidential Information that it is advised by opinion of counsel is legally required and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

21. **Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”)** Supplier is informed that Oshawa Power is subject to the Ontario Municipal Freedom of Information and Protection of Privacy Act. Oshawa Power shall use reasonable efforts to hold all information marked “Confidential” by the Supplier in strict confidence where required or permitted by law but shall not be liable for any action as contemplated by Section 49(2) of MFIPPA. If Oshawa Power’s response to a request under the Act is appealed to the Information and Privacy Commissioner of Ontario, Supplier shall have the burden of proof per Section 42 of the Act. Supplier shall be responsible for all costs related to its confidentiality requirements.

22. **Survival** All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of this Order or any other, including without limitation, Warranty, Indemnification and Confidentiality, shall survive the expiration or termination of this Order.

23. **Governing Law** This Order is to be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

SCHEDULE C

PROPOSAL COVER SHEET

PROPOSAL

of

in response to

Oshawa Power's

RFQ No. _____

Date of Submission of Quotation: _____

Respondent Contact Information:

Company Name: _____

Primary Contact Name: _____

Primary Contact Title: _____

Address: _____

Email: _____

Telephone: _____