



# Oshawa Power

REQUEST FOR PROPOSALS (RFP) # 054

## **Title: Provision of Independent Cyber Security Assessment Services**

**RFP Issued Date: November 13, 2025**  
**RFP Submission Date and Time: December 1, 2025**

## TABLE OF CONTENTS

### **INTRODUCTION**

#### **SECTION 1: PROPOSAL SUBMISSION INSTRUCTIONS**

#### **SECTION 2: SCOPE OF WORK**

#### **SECTION 3: PROPOSER SUBMISSION INFORMATION**

#### **SECTION 4: EVALUATION**

#### **APPENDIX "A" – PROPOSAL FORM**

#### **APPENDIX "B" – GENERAL TERMS AND CONDITIONS**

## **GENERAL**

### **Introduction**

#### ***About Us***

Oshawa Power is a regulated local electricity distribution company (LDC), licensed and rate-regulated by the Ontario Energy Board (OEB) under the Ontario Energy Board Act, 1998. With a proud legacy of service and innovation, Oshawa Power is dedicated to delivering a safe, reliable, and affordable supply of electricity to over 63,000 residential, commercial, and industrial customers across the City of Oshawa.

As a cornerstone of the community's infrastructure, Oshawa Power plays a vital role in powering homes, businesses, institutions, and public services. The utility is deeply committed to operational excellence, customer satisfaction, and environmental stewardship, and it continues to evolve in response to the changing energy landscape, technological advancements, and growing expectations from customers and regulators alike.

Oshawa Power's service territory is characterized by a diverse mix of urban, suburban, and industrial zones, each with unique energy needs and challenges. The utility's strategic approach is grounded in a deep understanding of these local dynamics, and it is actively investing in modernization initiatives that enhance grid reliability, support electrification, and empower customers to take control of their energy usage.

#### ***Our Vision***

Be a trusted partner and leader in the energy sector today and tomorrow

#### ***Our Mission***

We deliver value and earn the trust of our customers every day by delivering safe, sustainable, and reliable energy at a competitive rate.

#### ***Our Values***

We are committed to excellence in all aspects of our business and operations. Through collaboration, communication and engagement, we work together to demonstrate the following principles through our actions:

- Ensuring Safety and Reliability
- Providing Value to Our Customers
- Valuing Our People and Encouraging Their Development & Participation
- Embracing Innovation and Entrepreneurial Thinking
- Being Accountable and Holding Each Other Accountable for Delivering Results
- Living a Culture of Respect

Oshawa Power continues to build on our reputation as a leader in Ontario's electricity distribution industry by valuing innovation, delivering excellent customer service, developing low-carbon energy solutions, and operating as a financially responsible asset for our sole shareholder, the City of Oshawa.

### **Electronic Tendering Website**

This tender is posted electronically and can be accessed via <https://www.oshawapower.ca/supplychain/>

Please note that all addendums will be posted on the website during the tender period. It is the vendor's responsibility to monitor the site and download all pertinent information.

## **SECTION 1: PROPOSAL SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Submit Proposals**

The purpose of this Request for Quotation (RFP) is to invite qualified and experienced vendors to submit a quotation for Independent Cyber Security Assessment Services

Submission of a quotation in response to this RFP indicates acceptance of all terms and conditions and any addenda subsequently issued by Oshawa Power.

### **1.2 RFP Submission Deadline**

Vendors must submit their proposals **via email on or before 2:00 pm, EDST, on 12/01/2025** to:

**Scott Bernier**

Supply Chain Manager

**Oshawa Power**

100, Simcoe Street South,  
Oshawa, Ontario  
L1H 7M7

**Phone: 905-723-4626 x5279**

**Email: [sbernier@oshawapower.ca](mailto:sbernier@oshawapower.ca)**

Proposals should be clearly marked with the name and address of the proponent, the RFP number, and the project or program title. Late submissions will not be accepted and will be considered a “Non-Response”.

All inquiries regarding the bid solicitation must be submitted in writing to the Contracting Authority named above as early as possible within the bidding period. Inquiries must be received **no less than five (5) business days** before the bid closing date to allow sufficient time to provide a response. Inquiries received after that time may not be answered prior to the bid closing date.

## SECTION 2: SCOPE OF WORK

### **2.0 Background**

The Ontario Energy Board (OEB) has released version 3.1 of the Ontario Cyber Security Standard, which mandates that licensed transmitters and distributors conduct an Independent Cyber Security Assessment. This assessment **must be based on the Ontario Cyber Security Framework** and signed by both the Independent Assessor and the Chief Executive Officer (CEO) of the utility.

### **2.1 Purpose of RFP**

This Request for Proposals (RFP) is issued by the Oshawa Power in respect of the project generally described below. The purpose of this RFP is to invite interested parties to submit a Response to this RFP indicating their capacity and qualifications to fulfill the requirement. Based on these Responses Oshawa Power intends to select the most suited proposal.

### **2.2 Scope and Deliverables**

#### **2.2.1 Scope of Work (SOW):**

The selected vendor will perform an Independent Cyber Security Assessment in accordance with the Ontario Cyber Security Standard v3.1. The scope includes:

- Review of current cyber security practices and controls.
- Assessment against the Ontario Cyber Security Framework.
- Completion of the Independent Cyber Security Assessment Report template provided by the OEB.
- Obtaining signatures from both the Independent Assessor and the utility's CEO.

#### **2.2.2 Requirement Deliverables**

The vendor shall provide:

- A completed and signed Independent Cyber Security Assessment Report.
- Recommendations for remediation and improvement.
- Supporting documentation and evidence of assessment activities.

#### **2.2.3 Vendor Qualifications**

Vendors **must** demonstrate:

- Experience conducting cyber security assessments in the utilities sector.
- Familiarity with the Ontario Cyber Security Framework.
- Certification or credentials in cyber security (e.g., CISSP, CISA).

## RFP# 054 – Provision of Independent Cyber Security Assessment Services

---

### **2.3 Project Timeline and milestones**

OP has established the following project timing guidelines:

ACTION ITEM	DATE
RFP Issued Date	
RFP Response Submission Deadline	Interested vendors must submit their proposals and relevant qualifications by December 1, 2025
Approval	December 8, 2025
PO Issued/ Contract Agreement Signed	December 31, 2025
Delivery	The completed and signed Independent Cyber Security Assessment Report must be submitted on or before July 31, 2026, in accordance with the OEB's reporting deadline for Group 2 utilities.

Note: At its sole discretion Oshawa Power reserves the right to change the above stated dates. Oshawa Power will notify participating proponents if dates change.

**The term of the resultant Purchase Order/Contract will be for a period of three (3) years ending 31/12/2028.**

### **SECTION 3: VENDOR SUBMISSION INFORMATION**

Proponents should follow the following format:

#### **General Information**

Proposals will be examined to determine their compliance with the mandatory requirements as detailed in the Request for Proposals. Bidders are instructed to address each requirement in sufficient depth. Bids not meeting all of the mandatory requirements will be given no further consideration.

#### **3.1 Cover Letter and Introduction**

The firm shall provide a cover letter that introduces the firm and summarizes the bid approach and costs. A clear statement that the Terms and Conditions of this RFP have been read, understood and agreed to in their entirety must also be included. The cover letter must be signed by an authorized signing officer of the organizations.

#### **3.2 Qualifications/Experience**

This section includes a brief description of the Vendor including qualifications and experience relevant to the stated above requirements i.e. a high-level description of the relevant projects including the name of the client, the nature and scope of work performed.

1. Project Description	Client:
Nature & Scope of Work:	
2. Project Description	Client:
Nature & Scope of Work:	

#### **3.3 Lead Personnel**

Identify lead personnel directly responsible for the Work and their expected project involvement. Please include bios for people who would most likely be working on this project.

#### **3.4 Methodology and Approach**

Outline the comprehensive methodology and approach you will follow in completing all aspects of this RFP. Provide sufficient detail to allow for a complete understanding of how the work is to be carried out.

#### **3.5 Price Proposal (see Appendix "A" below)**

Vendors shall provide a Price Proposal for services listed below.

#### **3.6 References**

Proponents should provide **three (3) Canadian references of previous work completed by your company in the past three (3) years similar in nature to the requirements defined in this RFP**. Proponents should identify the size of the engagements and demonstrate the extent of the clients' overall satisfaction with your services and results achieved including your adherence to interim and final deadlines. References will not be contacted without your prior permission.

## SECTION 4: EVALUATION

### **4.1 Evaluation process**

The quotation shall include a breakdown of the costs for work detailed in the **Section 2. Scope of Work** above. Oshawa Power may request and receive clarification from any Vendor.

Proposals will be examined to determine their compliance with the mandatory and desirable requirements as detailed in the Request for Quotation. Proponents are instructed to address each requirement in sufficient depth. Responses not meeting all of the mandatory requirements will be given no further consideration.

### **4.2 Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

<b>Mandatory Requirements</b>	<b>MET</b>
Experience conducting cyber security assessments in the utilities sector	Y/N
Familiarity with the Ontario Cyber Security Framework	Y/N
Certification or credentials in cyber security (e.g., CISSP, CISA)	Y/N
<b>Rated Requirements</b>	<b>%</b>
The proposal clearly addresses the requirements listed in the RFP and is not simply a recitation. The depth of the response should reflect the complexity of the requirement.	5%
Qualifications/Experience	10%
Lead Personnel	10%
Methodology and Approach	10%
Price Proposal	50%
References	10%
Presentations (if required)	5%
<b>TOTAL</b>	<b>100%</b>

### **4.3 Basis of Selection**

1. To be considered responsive, a bid must:
  - (a) Meet all the mandatory requirements of this solicitation; and
  - (b) Obtain the required minimum of 70 percent of the points for the criteria which are subject to point rating.
2. Bids not meeting (a) or (b) above will be given no further consideration.
3. **The responsive bid that scores the highest number of rated points will be recommended for award of a contract.**

**SIGNATURE OF AUTHORIZED OFFICERS**

**PROPOSANTS CERTIFICATION AND ASSURANCES**

This form must be attached to and form part of the Vendor's proposal for:

1. I/We make the following certification and assurances as a required element of the RFP that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions that apply to this RFP or the Agreement entered into pursuant to this RFP:
2. I/We certify that this proposal is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion for fraud.
3. I/We agree to comply with all of the terms, conditions, and provisions as outlined herein, understanding that such conditions and provisions apply to this RFP or the Agreement entered into pursuant to this RFP.

---

Authorized Signature

---

Print/Type Name

---

Position

---

Date

---

Company's Registered Name

**Mailing Address of Vendor:**

Street \_\_\_\_\_ City \_\_\_\_\_

Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Web Site \_\_\_\_\_

## APPENDIX A: PROPOSAL FORM

This section of the proposal shall include a breakdown of all proposed costs for Work detailed herein.

**Table A. Price Proposal – Services**

Proposed Resource(s)	Total Hours	Hourly Rate	Extended Cost
<b>Oshawa Power</b>			
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Other costs (such as travel living, etc.) without mark-up</b>			\$
<b>TOTAL EXTENDED COST</b>			\$
<b>HST</b>			\$
<b>GRAND TOTAL</b>			\$

**Price Conditions:**

- All Price Proposals must be submitted separately from the technical bid, via separate files.
- All costs shall be proposed in Canadian dollars (CAD); HST excluded;
- Proposals shall be irrevocable for a period of ninety (90) days following the RFP closing date; and
- All costs shall remain firm for the period of the resultant Contract.

## APPENDIX B: GENERAL TERMS & 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. Unless agreed to and approved by Oshawa Power in writing, nothing 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 of Supplier 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 direct expenses incurred by Oshawa Power caused by Supplier's 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 sixty (60) 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, in-transit, completed or uniquely procured for Oshawa Power which cannot otherwise be cancelled or applied to another customer order, 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 and propose an equitable adjustment to the price and/or schedule for performance as applicable. 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, occurring within a reasonable time after delivery. 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 minimum 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"). Supplier shall replace goods that do not comply with the foregoing Warranty for a period of twelve (12) months from the date of acceptance by Oshawa Power ("Warranty Period"). 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 applicable laws and regulations, including without limitation, international, federal, provincial, municipal and all local laws and codes. Supplier shall also adhere to applicable 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 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, and 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. (DDP) 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, 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. Canada’s Fighting against Forced Labour and Child Labour Act**

The Supplier shall comply with all applicable modern slavery laws and regulations, including but not limited to Canada’s Fighting against Forced Labour and Child Labour in Supply Chains Act. The Supplier confirms that it: (a) is conversant with the Act and shall not perform an act or omission which is in contravention with, the letter and spirit of the Act, and (b) shall carry out regular, meaningful and comprehensive due diligence activities and have internal policies in place to address any suspected human rights abuse in its business and group, where applicable.

**23. 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.

**24. 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.

**25. Shipping and Invoicing Instructions**

Submit all invoices to the requestor and cc. ap@oshawapower.ca listing the following details, if applicable:

Oshawa Power Purchase Order Number

Oshawa Power Job # or charge code (if listed on PO)

Oshawa Power Requestor

If order cannot be fulfilled as directed, contact Oshawa Power Supply Chain Department for further instructions. Ensure Oshawa Power Order and SKU numbers appear on all packages, shipping documents and invoices. If order is delayed and/or the shipping date given cannot be met, please advise Oshawa Power Supply Chain Department immediately. Invoices must be rendered as stated on Oshawa Power Purchase Order.

When shipment is made from outside Canada. Oshawa Power requires customs invoices in triplicate. Invoices must show Number of Packages, Country of Origin, Fair Market Value, as sold for Home Consumption, at time shipped, and the selling price to Purchaser in Canada. These must be certified by the Consignor, in accordance with Canadian Customs regulations. Cash discount must not be deducted from the face of these Invoices. Customs Invoices must be mailed not later than the date of shipment.

\* \* \* \* \*