Request for Proposal

Please approve BLAF - P39254 Utility Tunnel Construction

THIS IS NOT AN ORDER!

Return RFP Response to:

Bruce Power

B10,Bruce Power, P.O. Box 6000, 177 Tie Rd,
R.R.2 Tiverton Ontario N0G 2T0

RFP Number: 13720

Issue Date:

Due Date: 2021-06-07

Due Time: 00:00:00 EST

Buyer/Agent: WENDY CARPENTER

Email: 122773@brucepower.com

Phone:

Authorized Signature Wendy Carpenter Digitally signed by Wendy Carpenter Date: 2021.05.07 15:13:50 -04'00'	Authorized Supplier Signature
Print Name and Date	Print Name and Date

BRUCE POWER L.P.

REQUEST FOR PROPOSAL: #13720

May 07, 2021

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REQUEST FOR PROPOSAL

P39254 Utility Tunnel Construction RFP #13720

Part I – RFP Details

1.0 RFP Purpose and Process

1.1 The purpose of this request for proposal (the "**RFP**") is for Bruce Power L.P. ("**Bruce Power**") to seek proposals from interested parties, for the work that is set out below and in more detail elsewhere in this RFP (the "**Work**"). This RFP sets out the process (the "**RFP Process**") which Bruce Power will use to determine, in its sole and unrestricted discretion, whether to invite one or more of the recipients of this RFP (each, a "**Proponent**") to enter into bi-lateral negotiations that may result in a mutually agreed binding commitment and entry into a Contract to perform all or a portion of the Work. See Part II, Section 10 for further particulars of the RFP Process relating to these negotiations.

1.2 The Proponent is invited to submit a response (the "**Response**") which must provide the information requested in this RFP for the scope of Work defined in this RFP. The Response shall be in the form attached as Schedule A to Part I of this RFP, including attachments to Schedule A. If Proponent decides not to respond to this RFP, Proponent must immediately return the RFP Documents, and any other Bruce Power documents provided to Proponent.

1.3 This RFP is forwarded in PDF format attached to an email delivered by Bruce Power to Proponent(s) on May 07, 2021. This RFP (including its Schedules) are collectively referred to as the "**RFP Documents**".

1.4 The format of this RFP is as follows:

Part I – RFP Details

- Schedule A & Attachments and Exhibits – Form of Response
- Schedule B – Scope of Work
- Schedule C – Terms and Conditions
- Schedule D – Labour Package
- Schedule E - Evaluation Criteria

Part II – RFP Terms

2.0 Scope of Work

2.1 The scope of the Work required by Bruce Power is as follows and is set out in further detail in section 2.2:

Utility Tunnel Construction

The Utility Tunnel Construction Project is a multi-phased project that is anticipated to be executed over a span of 5 years. It is Bruce Power's intent to award the successful proponent a Purchase Order for Phase 1 of this project (for the year 1 work) by way of this RFP. Additionally, Bruce Power is requesting pricing for the successive years' phases in this RFP with the intent of releasing these subsequent phases on a yearly basis to the successful proponent.

The scope of work includes the following:

- Phase 1 (Year 1): Temporary installation of an above ground bypass/servicing system setup for impacted infrastructure from the Utility Tunnel (UT) (Domestic Service Water, BEC Service Water main, Fire Service Water main, Treated Effluent Gravity Sewer, Raw Sewage Force main) The bypass will connect at before the UT at each end and all required laterals along the UT for each service. Two bypass lines will be installed initially (one for DW and one for Sewage). The sewage bypass will be removed once that service is complete, leaving the one for the remaining services.

The scope of work below will not be included in the contract, however, budgetary pricing for the following scope should be provided for a potential future contract amendment:

- Phase 2 (Years 2-5) The replacement of the piping within the Utility Tunnel that has been characterized as high and medium priority and all lateral connections (piping transitions with the wall of the tunnel) The bypass will be transitioned to each service before the piping work is executed.
    1. Year 2: Replace Sewage Forcemain piping in the tunnel as required/identified - 536m
    2. Year 2: Replace domestic water piping in the tunnel as required/identified - 240m
    3. Year 3: Replace firewater piping in the tunnel as required/identified - 240m
    4. Year 4: Replace BEC piping in the tunnel as required/identified - 80m
    5. Year 5: Replace Sewage Effluent piping in the tunnel as required/identified - 240m
- Installation of isolation valves to permit ease of maintenance and operational flexibility

The key supplier deliverables shall be as follows;
1. Construction management plans (as per the Construction Island Checklist):
2. Bi-weekly project schedule updates
3. Monthly construction progress reports

4. Monthly financial spent / forecast reporting

For scope of work details see Schedule B – Summary of Work – Project # 39254 Utility Tunnel Piping Replacement.

RFP Documents
Schedule B – Scope of Work Documents:

- Summary of Work – Project #39254 Utility Tunnel Piping Replacement
- NK37-DRAW-70000-10014 - Utility Tunnel Piping Replacement Drawings
- NK37-FDH-71730-0001 - Sewage Collection System Flow Diagram
- NK37-FFH-71400-0001 - Fire Protection Water Flow Diagram
- NK37-FFH-71510-0002 -Domestic Water System Flow Diagram
- Construction Island Checklist – Project # 39254 Utility Tunnel Piping
- Construction Island Specification - Project #39254 Utility Tunnel Piping
- Environmental Impact Worksheet
- Designated Substance Survey - Utility Tunnel Pipeline Upgrades

Schedule C – Terms and Conditions
Schedule D – Labour Package
Appendix 1 – Pricing Table

2.2 The scope of Work is set out in further detail in the documents attached to Schedule B to Part 1 of the RFP.

3.0 Terms and Conditions

3.1 It is Bruce Power's intention to award a Contract with the terms and conditions attached to or identified in Schedule C to Part I of the RFP (the "**Terms and Conditions**").

4.0 Quality Assurance Requirements

4.1 Proponent's quality assurance program shall comply with the requirements of the following program(s):

ISO 9001 - General Quality Management System

5.0 RFP Schedule

5.1 The following dates for this RFP are subject to change at the sole and unrestricted discretion of Bruce Power, without liability to Bruce Power:

"**Conference Call**": May 17, 2021 – RFP Commercial & Technical Review

"**Walkdown Date**": May 18, 2021

"**Deadline for inquiries**": May 24, 2021

"**Closing Date**": June 7, 2021 for submission of Responses

"**Closing Time**": 02:00:00 pm (Eastern Time) for submission of Responses

5.2 If Proponent fails to deliver its Response by the Closing Time on the Closing Date, Bruce Power may, in its sole and unrestricted discretion, disqualify Proponent from this RFP Process.

5.3 Section 3.0 of Part II has further information regarding visits to the Bruce Site and walk-downs of the location of the Work.

6.0 Response

6.1 Proponent shall execute and submit its Response in the format set out in Schedule A to Part I of this RFP and in its attachments.

6.2 The content of Schedule A to Part I of this RFP and its attachments shall be used to evaluate the Response. The Response shall contain all information requested in this RFP, including, without limitation, in the Form of Response.

6.3 The Response should include a table of contents and an executive summary of no more than 5 pages in length.

6.4 The Response must be fully completed and must be in English. Proponent may not alter the RFP Documents for the purpose of its Response.

6.5 Proponent must deliver its Response to Bruce Power by email in accordance with the submission instructions in this RFP before the Closing Time on the Closing Date.

6.6 If Proponent is a joint venture or consortium, an authorized representative of each participating entity must sign the Response. The Response must provide details of the terms and conditions of such joint venture or consortium.

6.7 Any pricing submissions shall be assumed to cover the cost of all aspects of the Work.

6.8 A Response that does not comply with the requirements of this RFP may be disqualified in the sole and unrestricted discretion of Bruce Power. Notwithstanding the foregoing, Bruce Power may, in its sole and unrestricted discretion, waive non-compliance with any of the foregoing requirements of this section or any other section of this RFP.

6.9 Each Response will be evaluated using the evaluation criteria provided in Part I, Schedule D - Evaluation Criteria.

7.0 Modification of Response

7.1 Proponent may amend a submitted Response provided the amendment is in writing, signed by an authorized representative of Proponent, and prepared and delivered to Bruce Power in accordance with the submission instructions in this RFP prior to the Closing Time on the Closing Date.

7.2 Discrepancies or conflicts between any amended Response and the original Response shall be resolved in favour of the last-submitted amendment

8.0 Bruce Power Representative

8.1 For the purpose of this RFP Process the contact information for the Bruce Power representative is as follows:

Attention: Wendy Carpenter

E-Mail: wendy.carpenter@brucepower.com

(the "**Bruce Power Representative**")

8.2 All inquiries and other communications from Proponent regarding this RFP must be submitted to the Bruce Power Representative.

9.0 Feedback

9.1 To continuously improve Bruce Power's procurement process, Bruce Power invites all Proponents to provide feedback on the procurement process by completing an anonymous survey at www.surveymonkey.com/r/RG369F8. The feedback received through this survey will be received by a small team of supply chain staff that are arm's length from the procurement process and who will consolidate and provide aggregate feedback to the procurement staff.

Schedule A
Form of Response – Bruce Power RFP #13720

FROM:

_____
Proponent's Full Legal Name

_____
Street Address

_____
City/Province/Postal Code

_____
Principal Contact Name

EMAIL (AS AN ATTACHMENT) TO: Bruce Power L.P. ("**Bruce Power**")

Attention:
Wendy Carpenter
Email Address:
wendy.carpenter@brucepower.com

SUBMITTED:

1. Capitalized words and phrases used in this Response and not expressly defined herein shall have the respective meanings set forth in the RFP.

2. In response to the Request for Proposal dated and issued by Bruce Power on May 07, 2021, Proponent hereby offers, if invited by Bruce Power, to enter into good faith negotiations with Bruce Power in respect of the terms and conditions of a Contract to perform and/or provide all or a portion of the Work, including without limitation, all labour, equipment and materials necessary for the proper execution of the Work. Other than in respect of the aforementioned covenant to enter into good faith negotiations and the obligations set out in the RFP Documents, this Response and any selection of Proponent by Bruce Power to enter into negotiations in respect of the Contract do not bind Proponent or Bruce Power in any way.

3. In consideration of Bruce Power's evaluation of Proponent's Response, it is Bruce Power's expectation that any pricing in the Response be firm for a period of 180 days from and including the day after the Closing Date, as such Closing Date may be extended by Bruce Power by an addendum to this RFP. Bruce Power reserves the right, if it enters into negotiations with Proponent to finalize a Contract, to discontinue such negotiations in the event that the pricing is changed.

4. Proponent certifies that it:

   (a) has examined and is familiar with all of the provisions of the RFP Documents, including any addenda thereto, and any processes, procedures, standards, codes

and the scope of Work (including all documents referenced therein) referenced in the RFP Documents; and

(b) has carefully reviewed the accuracy of all statements in the RFP Documents including any addenda thereto, and any processes, procedures, standards, codes and the scope of Work (including all documents referenced therein) referenced in the RFP Documents.

5. Proponent confirms that it does not have any perceived, potential, or actual Conflict of Interest or any other unfair advantage in respect of its participation in the RFP Process or performing or observing its obligations set out in the Terms and Conditions, except as disclosed in writing to Bruce Power and the Bruce Power Representative, which to the best of its knowledge represents a complete summary of perceived, potential, or actual Conflicts of Interest.

6. Proponent agrees that if it is invited by Bruce Power to negotiate the Contract in accordance with the RFP, Proponent shall accept such invitation, and shall act reasonably in good faith in such negotiations.

7. Proponent acknowledges that an invitation to negotiate the Contract may not result in a mutually agreed Contract. In such a case, Proponent agrees that Bruce Power shall not be liable to Proponent for any losses, damages, costs and expenses (including, without limitation, general, special, incidental consequential, exemplary or punitive damages, direct or indirect), compensation or loss of anticipated profit if such negotiation does not result in the entering into of the Contract (or if Bruce Power does not invite Proponent to negotiate the Contract).

8. Proponent certifies that this Response was prepared in fair competition with the other Proponents and the Responses of the other Proponents and without consultation, collusion, fraud or bid-rigging with other Proponents or potential Proponents to this RFP.

9. Proponent acknowledges that it is submitting this Response with full knowledge that, among other things, on March 11, 2020, the World Health Organization declared COVID-19 (coronavirus) a pandemic, the Government of Ontario declared an emergency under section 7.0.1 (1) of the Emergency Management and Civil Protection Act in response to the rapidly evolving COVID-19 pandemic and the Governments of Canada and the United States have restricted all non-essential travel across the United States/Canada border, (the COVID-19 pandemic and the response of Governments and health authorities, domestic, foreign and multinational, is referred to herein as the "Event"). Proponent confirms that it has implemented appropriate measures to be able to fully perform the Work, in respect of the impacts of the Event that are known or reasonably foreseeable on the date hereof, including as it relates to compliance with the schedule for the Work, and the price(s) provided in the Response incorporates the cost of all such measures.

10. Proponent acknowledges and agrees that Bruce Power has the right, in its sole and unrestricted discretion, to:

(a) not invite any Proponent to enter into negotiations for the Contract;

(b) invite one or more Proponents to enter into bi-lateral negotiations for the Contract;

(c) if only one Response is received, elect to invite or not invite the respective Proponent to enter into negotiations for the Contract;

(d) cancel this RFP at any time without any obligation or any reimbursement to any Proponent;

(e) complete all or any portion of the Work through Bruce Power's own resources or with third parties not invited to participate in the RFP.

11. Proponent further agrees that the submission of this Response shall not bind Bruce Power in any way.

12. Attached to and made a part of this Response are the following documents, the contents of which Proponent certifies as true and correct to the best of its knowledge, and which it authorizes Bruce Power to verify as required:

Core Evaluated Form of Response:

- Executive Summary of Response
- Table of Contents
- This Form of Response, duly signed by Proponent
- Attachment Number 1 – Safety
- Attachment Number 2 – Quality Assurance
- Attachment Number 3 – Cost
- Attachment Number 4 – Schedule
- Attachment Number 5 – Technical
- Attachment Number 6 – Local Economic Growth
- Attachment Number 7 – Indigenous Content
- Attachment Number 8 – Innovation

Additional Information:

- Exhibit Number 1 – Comments on the Terms and Conditions
- Exhibit Number 2 – Supplementary/Supporting Information

Optional:

- Optional Exhibit Number 3 – Disaster Recovery/Business Continuity
- Optional Exhibit Number 4 – Proponent's Equipment and Tooling
- Optional Exhibit Number 5 – Not Used
- Optional Exhibit Number 6 – Labour Requirements Sign Back

- Optional Exhibit Number 7 – Scanning - Buried Piping/Embedded Objects

The specific information contained in each of the above Attachments is described in more detail below.

Proponent has caused its duly authorized representative(s) to deliver this signed Response to Bruce Power this _____ day of _____, 20____.

_____
Proponent Full Legal Name Here

_____
Name:
Title:

_____
Name:
Title:

ATTACHMENT NUMBER 1 TO RESPONSE

SAFETY
ISNetworld Requirements

Bruce Power requires Proponents performing work for Bruce Power to become subscribers ("**Subscribers**") to ISNetworld (www.isnetworld.com), a service that assists Bruce Power in managing its suppliers.

A Proponent performing work for Bruce Power will be required to be prequalified through ISNetworld. A Proponent is prequalified through ISNetworld if it has been assessed a letter grade of "A", "B", or "C".

If you are not currently a Subscriber and you do not intend to become a Subscriber, please contact the Bruce Power Representative listed above in Part 1, section 8.0 to the RFP prior to submitting a Response.

Subscribers are required to provide Bruce Power, through ISNetworld, access to the following information:

(a) Subscriber Information – Subscriber contact information, main and branch office locations and types of work/industry classifications. Populating this section will provide Bruce Power and other owner clients of ISNetworld with the Subscriber's most current contact information.

(b) HSEQ Questionnaire – the Management System Questionnaire (MSQ) available through ISNetworld, which will be used to gather the Subscriber's health & safety and environment data.

(c) Documents – the Subscriber's Insurance Certificates, Workers Compensation Premium Rate Statement(s), Ontario WSIB Clearance Statement, and Account Status and, if applicable, Certificate of Recognition (COR) / Small Employer COR (SECOR).

(d) Health & Safety and Environment Programs – copies of the Subscriber's written health & safety and environment programs, which ISN Review and Verification Services (RAVS) will review for compliance with Bruce Power's requirements.

ISNetworld will review and verify the information to ensure compliance with Bruce Power's requirements. A comprehensive list of Subscriber benefits and a subscription quick start guide from ISN are available upon request. There is no additional subscription fee for Proponents who are currently Subscribers to ISNetworld.

For further details about ISNetworld, please contact the ISN Customer Service Team at (800) 976-1303 or visit their website at www.isnetworld.com.

ATTACHMENT NUMBER 2 TO RESPONSE

QUALITY ASSURANCE

Proponent shall provide its quality assurance program that meets the quality assurance requirements as specified in Part I, Section 4.1 to this RFP.

Proponent shall respond to the following:

1. Is Proponent audited to the quality requirements specified in Part I, Section 4.1 of this RFP?

The foregoing requested information shall be included as an appendix to this attachment.

ATTACHMENT NUMBER 3 TO RESPONSE

COST

3 a) DETAILED PRICING

Bruce Power shall be utilizing a **Fixed price** contract.

Proponent shall provide a cost breakdown for the Work as follows:

- The cost shall be based on the above stated contract model;
- Proponents shall describe their approach to cost management;
- Proponent shall utilize the payment schedule for the Work as per the Key Work Milestone table below or propose their own payment schedule. This payment schedule is required for Phase 1 only; and
- Proponents shall complete the Pricing Table, attached as Appendix 1, in full for all Phases of the Work.

KWM	Description	Percent
#1	Contract awarded	10
#2	All construction work plans and shop drawings submitted, reviewed, and approved	10
#3	Construction island setup and constructor mobilized to site	5
#4	Setup tank and discharge location for dewatering outlet	5
#5	Excavate as required and install temporary mainline pipe 350mm diameter DR17 HDPE pipe	20
#6	Excavate as required and install second temporary mainline pipe for raw sewage (300mm diameter HDPE pipe)	20
#7	Install road crossings including excavation, placing of pipe, backfill, installation of road plate(s) (as required) and asphalt restoration.	10
#8	Substantial Completion	10
#9	Finalized documentation and turned over (as-builts, manuals, reports)	5
#10	All phase deficiencies resolved	5
	TOTAL	**100%**

NOTE: Daily travel and subsistence allowance for EPSCA labour shall be paid directly by the Company in accordance with the EPSCA labour requirements

NOTE: All travel and subsistence, including Proponent's and any subcontractors shall be included in the contract price.

The foregoing requested information shall be included as an appendix to this attachment.

ATTACHMENT NUMBER 4

SCHEDULE

Proponent shall provide the following:

1. Provide overall project schedule for the Work (including time for mobilization);

2. Description of Proponent's approach to schedule management.

3. The below Key Work Milestones are to be identified in the schedule.

KWM	Description
#1	Contract awarded
#2	All construction work plans and shop drawings submitted, reviewed, and approved
#3	Construction island setup and constructor mobilized to site
#4	Setup tank and discharge location for dewatering outlet
#5	Excavate as required and install temporary mainline pipe 350mm diameter DR17 HDPE pipe
#6	Excavate as required and install second temporary mainline pipe for raw sewage (300mm diameter HDPE pipe)
#7	Install road crossings including excavation, placing of pipe, backfill, installation of road plate(s) (as required) and asphalt restoration.
#8	Substantial completion
#9	Finalized documentation and turned over (as-builts, manuals, reports)
#10	All phase deficiencies resolved

The foregoing requested information shall be included as an appendix to this attachment.

ATTACHMENT NUMBER 5

TECHNICAL

1. Perform detailed review of the Scope of Work documents. This is completed by providing a mark-up of the Scope of Work document (s) with track changes. In addition to the mark-up, provide a list summarizing major non-compliances and/or exceptions.

2. If Proponent is not capable or interested in performing the entire scope of Work, identify the portions that Proponent is interested in/capable of as well as the portions that Proponent is not interested in/or not capable of performing.

3. Provide resumes of key personnel that shall be part of the team performing the Work.

4. Provide a proposed organizational structure that Proponent would implement to perform and manage Work for this RFP if awarded a Contract (e.g. Proponent organization, proposed joint ventures, prime-subcontractor relationships, subcontractors).

NOTE: Bruce Power reserves the right, before awarding the Contract, to require Proponent to submit such further evidence of its joint ventures, affiliates, subcontractors or suppliers, as Bruce Power may deem necessary.

ATTACHMENT NUMBER 6 TO RESPONSE

LOCAL ECONOMIC GROWTH

Economic growth within the Tri-County Area and Ontario is important to Bruce Power. Proponent will provide a breakdown of the total price of the Work against these two regions to reflect the location where added value is contributed to the Work:

1. Proponent shall detail which Work/Work packages shall be performed in the Tri-County Area. *Proponents are encouraged to explain how their Work will contribute to local economic presence and local economic growth.*

2. With respect to the Work being performed in the Tri-County Area (*as specified in Question 1 above*), Proponent shall specify when such Work shall begin in the Tri-County Area. *If the Work will not begin upon contract award, Proponent shall provide a detailed timeline with an action plan. This action plan will form part of the contract and be subject to remedies.*

3. What is the percentage of the value of Work being performed in Tri-County Area?

4. What is the percentage of the value of Work being performed in Ontario?

5. Proponent will provide organizational charts, which will include, positions, Proponent personnel names and locations where the personnel will reside in the Tri-County Area throughout the duration of the Work.

Proponent is advised that the evaluation process will increasingly favor Responses where the greatest added value of the Work is contributed within the Tri-County Area.

Local Value means how the Response contributes to meaningful and sustainable economic opportunities for the Tri-County Area. This could include but is not limited to:

- Warehousing and hiring local full-time employment.

- Permanent relocation of employees to the Tri-County Area on a full-time basis for the duration of the Work.
- Expanding manufacturing facilities locally, and hiring local.
- Awarding business to local manufacturers or businesses.
- Expansion of business to Tri-County Area.
- Investment in Tri-County Area/communities.
- For any major agreement, Bruce Power's preference is that an executive of the Proponent should reside in the Tri-County Area and report directly to the Proponent Chief Executive Officer throughout the course of the Work.

Please visit www.brucepower.com/become-a-supplier/economic-development-and-innovation-initiative/ for more information.

ATTACHMENT NUMBER 7 TO RESPONSE

INDIGENOUS CONTENT

Bruce Power is proud to be recognized as a Procurement Champion and has been awarded the PAR GOLD certification through the Canadian Council for Aboriginal Business. Bruce Power is committed to working with local Indigenous communities through the development of the Indigenous Procurement Policy www.brucepower.com/become-a-supplier/indigenous-procurement-policy/

Local, Regional and National are defined as follows:

1. **Local:** The Saugeen Ojibway Nation (the "SON"), Historic Saugeen Métis (the "HSM") and the Métis Nation of Ontario Region 7 (the "MNO").

2. **Regional**: the area which encompasses the traditional territory of the Indigenous peoples located within the Province of Ontario.

3. **National**: the area that the Indigenous peoples of Canada, including the First Nations, Inuit and Métis, consider their traditional territory.

Indigenous Content means how the Response contributes to meaningful and sustainable economic opportunities for the Indigenous communities. This could include but is not limited to:

- Local Indigenous owned businesses which must have Local Indigenous Content.
- Joint venture that includes local Indigenous ownership & local content.
- Joint venture that includes local Indigenous Content.
- Tri-County Non-Indigenous Supplier with Local Indigenous Content.
- Regional Indigenous ownership with Local Indigenous Content.
- National Indigenous ownership with Local Indigenous Content.

Bruce Power is committed to working with Indigenous communities. Proponent shall provide the following information to indicate the proportion of Work being performed by Indigenous peoples.

1. Proponent shall detail which Work/Work packages shall be performed in the Indigenous Local area. *Proponents are encouraged to explain how their Work will contribute to local economic presence and local economic growth.*

2. With respect to the Work being performed in the Indigenous Local area (*as specified in Question 1 above*), Proponent shall specify when such Work shall begin in the Indigenous Local area. *If the work will not begin upon contract award, Proponent shall provide a detailed timeline with an action plan. This action plan will form part of the contract and be subject to remedies.*

3. What is the percentage of the value of work being performed in Indigenous Local Area (*as specified in Stage 3 – Indigenous Content above*)?

4. What is the percentage of the value of work being performed Regionally and Nationally (*as specified in Stage 3 – Indigenous Content above*)?

Proponent is advised that the evaluation process shall increasingly favor Responses from Proponents with greatest Indigenous content

The foregoing requested information shall be included as an appendix to this attachment.

ATTACHMENT NUMBER 8

Innovation

Nuclear Innovation Institute

Bruce Power's evaluation of the Response will take into consideration whether or not a Proponent has, or commits to making, a binding commitment to join the Nuclear Innovation Institute, making the Proponent among a select number of suppliers committed to lead the nuclear industry, and rural Ontario, into the future of new technologies, and who will be instrumental in helping convert ideas, visions, and dreams into a reality that will lead generations into a smarter, cleaner, healthier, safer, and brighter future. For further information, please visit: www.nuclearinnovationinstitute.ca. 1. Proponent shall identify whether they are member of the NII and what level of membership they hold.

EXHIBIT 1 TO RESPONSE

COMMENTS ON TERMS AND CONDITIONS

Proponent must provide:

1. any comments or exceptions on the attached Terms and Conditions. If Proponent has an existing agreement with Bruce Power that Proponent wishes to perform the Work under, Proponent should identify any revisions to that agreement that it would require to perform the Work. If Proponent has an existing agreement with Bruce Power that Proponent wishes to perform the Work under, Proponent should identify any revisions to that agreement that it would require to perform the Work.

The above comments and/or exceptions should be provided in a Microsoft Word document using track changes to identify the comments or exceptions.

The foregoing requested information shall be included as an appendix to this attachment.

EXHIBIT 2 TO RESPONSE

SUPPLEMENTARY/SUPPORTING INFORMATION

Proponent may attach all other non-specific supplementary and supporting information (for example, marketing brochures), but such supplementary and supporting information shall not exceed 50 pages.

OPTIONAL EXHIBIT NUMBER 3 TO RESPONSE

DISASTER RECOVERY / BUSINESS CONTINUITY

1. How does Proponent ensure that the operations of Proponent's company and Proponent's clients continue when disrupted by natural events, labour unrest and facility emergencies?

2. How does Proponent ensure that its employees know how to react in the event of a business disruption?

3. Does Proponent have a business continuity plan? If yes, provide a copy.

4. How often is Proponent's business continuity plan tested? What does Proponent do with the results of the test?

OPTIONAL EXHIBIT NUMBER 4 TO RESPONSE

PROPONENT'S EQUIPMENT AND TOOLING

Proponent shall provide a list of the significant equipment and tooling it proposes to use to perform the Work. Bruce Power reserves the right to make the final decision regarding equipment and tooling acceptability in meeting the requirements of the service. All equipment and tooling must be clearly numbered to enable easy identification by Bruce Power.

TYPE OF EQUIPMENT / TOOLING	MAKE & MODEL	YEAR (if available)	NUMBER	EQUIPMENT / TOOLING SIZE (approximate)	COMMENT

The foregoing requested information shall be included as an appendix to this attachment.

OPTIONAL EXHIBIT NUMBER 5 TO RESPONSE

Not Used

OPTIONAL EXHIBIT NUMBER 6 TO RESPONSE

LABOUR REQUIREMENTS

Bruce Power is subject to various collective agreements that govern certain work performed at the Bruce Site. The Work contemplated in the RFP is or may be subject to such collective agreements and, if so, the successful Proponent will be required to comply with the obligations set out in the same. Each Proponent is invited to seek assistance from Bruce Power Labour Relations with respect to the likely applicability of such collective agreements ("**Labour Meeting**") on the Work.

Proponent may seek the assistance of Bruce Power's Labour Relations department in determining whether work has historically been performed by members of CUSW for purposes of Article 2.4 of the CUSW Collective Agreement.

With respect to electrical trades work on the Bruce Site, Bruce Power retains the right to direct the successful Proponent and its Subcontractors at any point prior to or during execution to perform such Work using members under the jurisdiction of either i. the Bruce Power Collective Agreement with the Canadian Union of Skilled Workers; or ii. the IBEW Collective Agreement with the Electrical Power Systems Construction Association.

The Proponent will submit its acknowledgement of the labour requirements in accordance with the labour package attached to this attachment.

OPTIONAL EXHIBIT NUMBER 7
PIPING/EMBEDDED OBJECTS

By submitting a Response, Proponent represents that it is capable of and authorized to perform non-destructive testing, damage prevention and site surveying (collectively "Locating") to identify buried piping and embedded objects within or below the designated work site, using the following three methods of Locating:

1. NTD: insert locating method
2. NTD: insert locating method
3. NTD: locating method

Schedule B
Scope of Work

See Attached

Schedule C
Terms and Conditions

See attached

Or

Proponent will execute the Work in accordance with the terms and conditions of the applicable master services agreement executed between Bruce Power and Proponent.

Exhibit 1 – Terms and Conditions

Schedule D
Labour Package

See Attached

Schedule E
Evaluation Criteria

The evaluation of Proposals will be as follows:

1. **Substantially Complete**. An initial review of Proposals will be done to ensure that each Proposal is substantially complete and compliant with the RFP rules. This step is part of the "substantial completeness" review, which will assess whether the required information and forms have been substantially provided in the Proposal. A Proponent's failure to provide a substantially complete Proposal may result in the Proponent's Proposal not being evaluated.

2. **Pass/Fail Evaluation**. Proposals that are substantially complete will then be evaluated against the pass/fail criteria set out in:

   - Safety – Attachment Number 1 (if applicable) to the Response; and
   - Quality Assurance – Attachment Number 2 to the Response

   Any Proposal that does not pass all of the pass/fail requirements will be disqualified from the RFP Process and such Proposal will not be further evaluated. Proposals that pass the pass/fail requirements will move on to the weighted criteria evaluation.

3. **Evaluation Criteria**. Proposals that pass the Pass/Fail evaluation will then be evaluated on the basis of their cost, schedule, and technical content as well as Proponent's response to Attachments 6, 7, and 8 of this RFP.

Part II – RFP Terms

1.0 Definitions

"Bruce Power" is defined in Part I, Section 1.1.

"Bruce Power Parties" is defined in Part II, Section 4.1.

"Bruce Power Representative" is defined in Part I, Section 8.1.

"Bruce Site" means the premises leased by Bruce Power located in Tiverton, Ontario, or any other location where Bruce Power carries on its business.

"Closing Date" is defined in Part I, Section 5.1.

"Closing Time" is defined in Part I, Section 5.1.

"Confidential Information" is defined in Part II, Section 8.1.

"Conflicts of Interest" includes any situation or circumstance where a Proponent or an employee or representative of a Proponent engaged in the development or oversight of development of Proponent's Response:

(a) has involvement in any litigation or proceeding that (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of Bruce Power or its Advisors; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of Proponent's obligations under the Terms and Conditions, if Proponent was determined to be a successful Proponent under the RFP Process;

(b) has contractual or other obligations to Bruce Power that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFP Process; or

(c) has knowledge of confidential information (other than Confidential Information) that, (i) has been made available to the Proponent by Bruce Power Owner; (ii) is of strategic and/or material relevance to the RFP Process; and (iii) is not available to other Proponents and that could or could be seen to give the Proponent an unfair competitive advantage.

"Contract" is a legal document issued by Bruce Power to retain a contractor to provide all or a portion of the Work.

"Form of Response" is the document attached in Schedule A to Part I of the RFP.

"Proponent" is defined in Part I, Section 1.1.

"Response" is defined in Part I, Section 1.2.

"RFP" is defined in Part I, Section 1.1.

"RFP Documents" has the meaning set forth in Part I, Section 1.3.

"RFP Process" has the meaning set forth in Part I, Section 1.1.

"Site Meeting" is defined in Part II, Section 3.1.

"Terms and Conditions" is defined in Part I, Section 2.1.

"**Tri-County Area"** means, collectively, Bruce County, Grey County, and Huron County.

"Work" is defined in Part I, Section 1.1.

"Working Day" is a day other than Saturday, Sunday or statutory holiday in the province of Ontario.

2.0 Inquiries

2.1 Subject to section 2.2 below, Bruce Power may, in its sole and unrestricted discretion, circulate all inquiries or other communications regarding this RFP, along with any Bruce Power replies, to all Proponents.

2.2 If a Proponent considers an inquiry to be commercially sensitive, Proponent may submit the inquiry on a confidential basis. If Bruce Power disagrees with Proponent's claim of commercial sensitivity, Bruce Power shall give Proponent an opportunity to withdraw its request for the inquiry to be treated on a confidential basis or withdraw the inquiry altogether. If Bruce Power determines, in its sole and unrestricted discretion, that an inquiry submitted by a Proponent on a confidential basis, even if it is withdrawn by Proponent, is of general application or would provide a significant clarification of the RFP Documents or RFP Process, Bruce Power may issue a clarification to all Proponents that deals with the same subject matter as the withdrawn inquiry. If Bruce Power agrees with Proponent's claim of commercial sensitivity, then Bruce Power shall treat the inquiry and response on a confidential basis and provide a response solely to Proponent that submitted the inquiry.

3.0 Site Walkdown/Site Meeting

3.1 Proponent may be invited to a site walkdown or meeting at the place of the Work (the "**Site Meeting**") in accordance with the RFP schedule set out in Section 5 of Part I. In the event of a Site Meeting Bruce Power shall provide Proponent with written details as to the timetable and walk-down schedule, the location, and any other requirements, including, without limitation, registration procedures, security requirements and restrictions on photography.

3.2 Oral information given at any meeting shall only be considered part of the RFP

Documents if subsequently confirmed in writing by Bruce Power and provided to all Proponents by way of addendum to this RFP.

3.3 Proponent must provide the Bruce Power Representative with the following information for each person seeking access to the Bruce Site for the Site Meeting:

- Name;
- employer (home company);
- expected arrival date;
- duration of Bruce Site access; and
- home or business address of visitor.

3.4 Proponent shall only be permitted to send a reasonable number of people for the Site Meeting. To avoid delaying its personnel access to the Bruce Site, Proponent must provide the information required pursuant to Section 3.3 above at least 3 Working Days prior to the Site Meeting. If Proponent is required to make an emergency substitution of its personnel approved for access to the Bruce Site, Proponent must provide the above information for the substitute personnel to the Bruce Power Representative by noon (12:00 p.m.) on the Working Day prior to the expected arrival date of such substitute personnel.

3.5 When Proponent's personnel arrive at the Bruce Site they must proceed to the main guardhouse and provide Bruce Power's security personnel with photo identification (e.g., driver's license or passport). Prior to admission to the Bruce Site, all vehicles shall be searched by security personnel. Drugs, alcohol, firearms, weapons and explosives are prohibited at the Bruce Site. Once the vehicle has been inspected, Proponent's personnel shall be given two proximity cards: one for the person and one for such person's vehicle. The personal proximity card must be visibly displayed on such person at all times while at the Bruce Site, and the vehicle proximity card must be visibly displayed inside the subject vehicle at all times while at the Bruce Site. Both proximity cards must be returned to the main guardhouse upon leaving the Bruce Site.

4.0 Release and Discharge

4.1 Upon submitting its Response to Bruce Power, Proponent fully and forever releases and discharges Bruce Power (and its respective general partners and limited partners, and their respective officers, directors, shareholders, consultants, representatives and agents, collectively the "**Bruce Power Parties**") of any and all liability or obligation to Proponent in respect of this RFP or the RFP Process.

4.2 Under no circumstance shall Bruce Power be liable for any claims, losses, damages, costs or expenses (including, without limitation, direct or indirect, general, special, incidental, consequential, exemplary or punitive damages, or loss of anticipated profit) or to provide any compensation for reimbursement of any costs or expenses, whatsoever or howsoever incurred by Proponent, whether resulting directly or indirectly from this RFP or the RFP

Process (including in connection with any claims relating to Bruce Power's evaluation of the Responses), if Bruce Power does not invite Proponent to negotiate under this RFP Process or if any negotiations under the RFP Process do not result in the execution of a Contract for all or a portion of the Work.

5.0 Response Ownership

5.1 In consideration of Bruce Power evaluating a Response, all submitted Responses and support documentation provided by Proponent become the property of Bruce Power and shall not be returned. All information obtained by Bruce Power from a Proponent in connection with this RFP may be disclosed and distributed to the Bruce Power Parties on a need-to-know basis.

6.0 Compliance

6.1 Proponent shall comply with all applicable laws, rules and regulations, including without limitation, Canadian export laws and regulations and shall obtain and comply with all necessary permits, licences and approvals, such as Canadian licences to import or export a controlled nuclear substance, controlled nuclear equipment or controlled nuclear information, each as defined in applicable laws.

7.0 No Collusion

7.1 By submitting a Response, Proponent and each firm, corporation or individual member of a Proponent consortium or joint venture, represent and warrant to Bruce Power, with the knowledge and intention that Bruce Power is relying on such representations and warranties, that the Response has been prepared without collusion, fraud or bid-rigging, and in fair competition with the other Proponents and the Responses of the other Proponents.

8.0 Confidentiality

8.1 The RFP Documents and all other documentation and information provided to Proponent in connection with the RFP Process are "**Confidential Information**".

8.2 Proponent may not reproduce, modify, disclose, distribute or publish any portion of this RFP (including any amendment hereto) or any information about Bruce Power without the prior written approval of Bruce Power, save and except for the strict purpose of preparing a Response, and provided always that any such reproduction, modification, disclosure, distribution or publication of this RFP shall only be made to or for Proponent's employees or advisors on a strict need-to-know basis. Proponent agrees to treat any information provided by Bruce Power in the RFP or in relation thereto as strictly confidential and to divulge only those segments of the information to others as reasonably required to prepare this Response, and to bind all recipients of divulged information to the same obligations of confidentiality.

8.3 Proponent shall not issue or disseminate any media release, public announcement, or public disclosure that relates to this RFP Process, without Bruce Power's prior written consent, which consent may be withheld in Bruce Power's sole discretion.

8.4 Proponent shall indemnify Bruce Power and the Bruce Power Parties and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of the confidentiality provisions of this Part II, Section 8 by Proponent or by any person to whom Proponent has disclosed the Confidential Information.

8.5 Proponent agrees and accepts that all Proponent documentation and information related to costing and schedule submitted to Bruce Power in relation to this RFP is subject to disclosure to the Independent Electricity System Operator and the Ministry of Energy, the Ontario Finance Authority, the Office of the Premier of Ontario, the Executive Council of Ontario, the Ministry of the Attorney General and the Ontario Cabinet Office.

8.6 Notwithstanding anything else to the contrary in this RFP, the provisions of this Part II, Section 8 shall survive any cancellation of this RFP Process and the conclusion of the RFP Process and shall be legally binding on all Proponents who receive a copy of this RFP whether or not they submit a Response in the RFP Process.

8.7 By submitting a Response, Proponent, which for the purposes of this Section 8, includes Proponent employees, agents, contractors, and representatives, agrees to be bound by and covenants that it shall comply with the terms of this Section 8.

9.0 Proposal Evaluation

9.1 Subject to this RFP, it is Bruce Power's intention to select the Proponent that submits a Response which reflects the greatest value to Bruce Power. Though price is a determinant in the Response selection process, there must be a full and complete understanding of the services and/or deliverables to be provided by Proponent. This shall be achieved by a demonstrable commitment in the Responses to the terms and conditions of this RFP.

9.2 Bruce Power shall evaluate the Responses to determine which Response complies with all of the critical requirements contained in this RFP, including, without limitation, the Terms and Conditions.

10.0 Invitation to Negotiate and Bruce Power Authority to Cancel RFP

10.1 Upon completion of its evaluation of the submitted Responses, Bruce Power may issue a letter to one or more Proponents advising such Proponent(s) that based on the information set out in their respective Responses, Bruce Power invites such Proponent(s) to enter into bi-lateral negotiations to negotiate certain aspects of the Work and the schedule to execute the Work. An invitation to negotiate such aspects of the Response

may not result in a successful negotiation and execution of a Contract. Bruce Power is not bound to enter into negotiations with any Proponent that submits a Response.

10.2 The selection of a Proponent to enter into bi-lateral negotiations with Bruce Power in accordance with Part II, Section 10.1 shall not, by itself, bind Bruce Power in any way. Bruce Power shall only incur obligations to the selected Proponent or Proponents upon the execution and delivery of a Contract by Bruce Power, and then only in respect of Bruce Power's obligations, as the case may be, under the Contract.

10.3 Bruce Power reserves the right, exercisable in its sole and unrestricted discretion to enter into discussions or to negotiate with any Proponent as it sees fit, or with another Proponent or Proponents concurrently.

10.4 Bruce Power reserves the right to accept any Response in whole or in part, or to discuss with any Proponent different or additional terms to those contemplated in this RFP or in such Proponent's Response. Bruce Power has the right to:

(a) not invite any Proponent to enter into negotiations for all or a portion of the Work;

(b) invite one or more Proponents to enter into bi-lateral negotiations for all or a portion of the Work;

(c) if only one Response is received, elect to invite or not invite the respective Proponent to enter into negotiations for all or a portion of the Work;

(d) alter the RFP Process, the procedures or objective of the Work, or any other aspect of this RFP, as Bruce Power may determine in its sole and unrestricted discretion;

(e) cancel this RFP at any time without any obligation or any reimbursement to any Proponent;

(f) issue a new request for proposal or other procurement process which may or may not be extended to one or more of Proponents to this RFP; and

(g) complete all or any portion of the Work through its own resources or with third parties not invited to participate in this RFP.

10.5 Proponent agrees that the terms of the RFP Documents supersede any custom, usage, agreement or term implied by law to the contrary. No implied terms shall apply to this RFP or the RFP Process.

11.0 Disclaimer and Rights

11.1 By submitting a Response, Proponent accepts and affirms the following:

(a) **No Offer.** This RFP does not constitute an offer of any kind by Bruce Power to any or all Proponents.

(b) **No Warranty.** Bruce Power does not warrant the accuracy of and is in no way bound by the information supplied to Proponent during the RFP Process by any official, employee, consultant or agent of Bruce Power not identified as the Bruce Power Representative, unless such information is specifically set forth in the RFP Documents or provided in writing through an addendum to this RFP issued by Bruce Power.

(c) **Verification & Clarification.** Bruce Power has the right to verify or clarify any information submitted in a Response with Proponent or with third parties and to request supplementary information from any Proponent during the RFP Process. Proponent shall assist Bruce Power in this regard by making itself, its employees, and its facilities and all reasonably requested information available to Bruce Power upon request. Additional information obtained by Bruce Power through these means shall, in Bruce Power's sole and unrestricted discretion, be determined to constitute part of Proponent's Response. Bruce Power may, in its sole and unrestricted discretion, waive any requirement of the Response or request amendment where, in the opinion of Bruce Power, there is an irregularity or omission in the information that is not material to the Response.

(d) **Disqualification.** Bruce Power reserves the right to disqualify the Response of any Proponent for any reason and to reject any or all Responses for any reason and the lowest cost Response shall not necessarily be accepted or invited to negotiate. Bruce Power is not bound to explain to Proponents any decision made by it under this RFP. Bruce Power may, in its sole and unrestricted discretion, publicly disclose the name of the preferred Proponent or Proponents, if any.

(e) **Modification.** Bruce Power reserves the right to modify, waive, amend or revise any provision of the RFP through the issuance of addenda, including extending or delaying the Closing Time, Closing Date or any other scheduled dates relating to this RFP Process until one (1) Working Day prior to the Closing Date. Modifications include but are not limited to modification to the Closing Date, Closing Time or any other scheduled date related to the RFP. Responses shall be subject to any such modification, amendment, or revision. Discrepancies or conflicts between the RFP modifications, amendments or revisions and the original RFP shall be resolved in favour of the last submitted addendum.

12.0 Proponent Certification Acknowledgement

12.1 By submitting a Response, Proponent certifies that:

(a) it has examined and is familiar with all of the provisions of the RFP Documents, including any addenda thereto, and any processes, procedures, standards, codes

and the scope of Work (including all documents referenced therein) referenced in the RFP Documents;

(b) it has carefully reviewed the accuracy of all statements in the RFP Documents including any addenda thereto, and any processes, procedures, standards, codes and the scope of Work (including all documents referenced therein) referenced in the RFP Documents; and

(c) that it has disclosed any Conflicts of Interest to Bruce Power in accordance with section 5 of the Form of Response.

12.2 By submitting a Response, Proponent acknowledges that an invitation to negotiate under the RFP Process may not result in a mutually agreed Contract for all or a portion of the Work.

12.3 By submitting a Response, Proponent represents and warrants that this Response was prepared in fair competition with the other Proponents and the Responses of the other Proponents and without consultation, collusion, fraud or bid-rigging with other Proponents or potential Proponents to this RFP.

13.0 Miscellaneous

13.1 Proponent acknowledges that Bruce Power may have employed other Proponents that may have been, or may in future be, involved in developing or otherwise compiling the scope of Work contemplated by this RFP or the RFP evaluation criteria, and may in some capacity, participate in the evaluation process. Proponent covenants and represents that it shall not now or in future raise any objections or make any claims relating to the involvement of any other Proponent's employees in the manner described in this Section 13.1.

13.2 Proponents may not assign any interest they have in the RFP in whole or in part.

13.3 Headings and any table of contents included in this RFP are included for convenience of reference and shall not be used to interpret any provision of this RFP.

13.4 In this RFP, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

13.5 This RFP shall be governed by the laws of the province of Ontario and the laws of Canada applicable therein.

13.6 All of the provisions of this RFP or the Response that are intended or purport to limit the liability of Bruce Power or the Bruce Power Parties shall survive indefinitely.