



REQUEST FOR PROPOSALS

for

Tree Planting Project 2009

Issue Date: November 27, 2009

Ontario Power Generation Inc. RFP Number: NB137

Closing Date and Closing Time: 4:45 p.m. (Toronto time) on December 18, 2009

Closing Location: Proposal Depository, HG103
700 University Avenue, Toronto, Ontario, Canada M5G 1X6

Ontario Power Generation Inc. Supply Chain Representative:

Nick Bellissimo,
Materials Specialist, H7 A17,
phone: (416) 592-2617, fax: (416) 592-2649,
email: nick.bellissimo@opg.com

November 27, 2009

Dear Sirs/Mesdames:

Provision of Tree Planting Services (the “Project”)

This request for proposals, as cancelled, amended or clarified from time to time (collectively, this “RFP”), is for Proposals for the provision of tree planting services at various locations throughout Ontario.

This letter (the “**Invitation Letter**”) is an invitation to you to submit a Proposal to provide goods and/or services for the Project. The terms that govern this RFP are set forth in the enclosed RFP Rules (the “**RFP Rules**”, and all capitalized terms used in the Invitation Letter are as defined in the RFP Rules). Your Proposal, and other proposals that may be received by OPG, may be subject to negotiation. **This RFP is expressly not a call for tenders.**

The RFP Process:

Kindly execute below to confirm your agreement with the RFP Rules and to indicate whether or not you intend to participate in this RFP, and return it within two business days of receipt of this RFP. We confirm that you have been invited to participate in this RFP based on your agreement that the confidentiality provisions in the RFP Rules will apply immediately.

In addition, this RFP includes the following documents:

1. Contract Documents (the “**Agreement**”), including
 - (a) the commercial terms (OPG Contract Standard A18 - 2009, and
 - (b) all schedules to the commercial terms, including the specifications (the “**Specifications**”);
2. the enclosed proponent information form (the “**Proponent Information Form**”);
3. the enclosed pricing submission form (the “**Pricing Submission Form**”); and
4. all other documents that are made part of this RFP under the RFP Rules.

The information that you require to complete a Proposal is contained in the enclosed documents, subject to any Amendments or Clarifications that you may receive from OPG. Kindly complete your Main Proposal in the form of the Proponent Information Form and Pricing Submission

Form in accordance with the RFP Rules. **The Pricing Submission Form should be submitted as part of the Proposal with the Proponent Information Form, but must be in a separate sealed envelope. The evaluation of the Pricing Submission Form will only take place after the evaluation of the Mandatory Criteria and the Rated Criteria as set out below. OPG reserves the right to exclude any Proposal that includes any pricing information in its Proponent Information Form.**

Alternative Proposals are permitted and may be evaluated however, Alternative Proposals are also subject to the Criteria (including Mandatory Criteria) as set out below. If you wish to submit an Alternative Proposal, it should be included as a schedule to your Main Proposal and therefore any Alternative Proposal should be attached as a schedule to the Proponent Information Form. The pricing information for the Alternative Proposal should be clearly identified and included as a schedule to your Pricing Submission Form.

After the Closing Date for the receipt of Proposals, OPG will evaluate the various Proposals based on the Criteria and Criteria weightings set out below and determine which Proponent(s) (if any) it will negotiate with. OPG may negotiate with more than one Proponent from time to time.

This RFP will be complete, and the RFP Rules will terminate, either when this RFP is cancelled by OPG, or when OPG enters into a contract with one of the Proponents. Notwithstanding the foregoing, the confidentiality provisions in the RFP Rules will survive such termination.

Criteria for Evaluating Proposals:

- i. Proposal evaluation methodology shall include two stages:
 - Proposal evaluation, scoring and short-listing
 - Suppliers short listed may be contacted for negotiations leading to final selection. Upon completion of negotiations with short-listed Proponents, proposals shall be re-evaluated.
- ii. Proponents shall submit commercial pricing in a separate envelope that shall only be opened after confirming that the Proponent has met mandatory requirement and evaluation of non-price related requirements is completed.
- iii. When disqualified for non-compliance with a mandatory requirement, or if they fail to meet a minimum rated requirement score as identified in the evaluation criteria, no further evaluation shall take place. Evaluation of price/cost shall only be undertaken upon completion of the evaluation of mandatory and rated criteria.

OPG will evaluate each Proposal in a three stage sequential process based on the following Criteria, and in the form below, to determine which Proposal(s) are best suited to OPG's requirements as set out in the RFP:

Stage 1 Mandatory Criteria –

“MANDATORY CRITERIA”	SATISFIED (YES/NO)
Demonstrated experience providing services for similar projects.	

OPG may discontinue the evaluation of, and reject, any Proposal that does not satisfy the Mandatory Criteria

Stage 2 Rated Criteria –

“RATED CRITERIA”	MINIMUM RATED CRITERIA THRESHOLD	WEIGHTING
Demonstrated adherence to the Biodiversity Management Program	Minimum 7 out of 10	25%
Qualifications, experience and historical performance of the proponent, significant subcontractors and key individuals working on the program	Minimum 6 out of 10	20%
Amendments, qualifications or other changes to the requirements of this RFP, including the agreement		20%
Financial strength and stability of the Proponent and any providers of indemnities		10%
Price and other financial terms		25%
TOTAL		100%

OPG may discontinue the evaluation of, and reject, any Proposal that does not meet the Minimum Rated Criteria threshold.

Stage 3 Pricing Submission Form – The Rated Criteria will account for 75% of the total evaluation. The Pricing Submission Form will account for 25% of the total evaluation. OPG reserves the right to not evaluate the Pricing Submission Form if any Mandatory Criteria or minimum Rated Criteria are not met.

If further information is required, please contact me.

Yours truly,

ONTARIO POWER GENERATION INC.

Nick Bellissimo
Materials Specialist

PROPONENT ACKNOWLEDGEMENT

We confirm receipt of this RFP relating to the Tree Planting Project 2009. We have reviewed this RFP and we have decided that:

___ we will submit one or more Proposals in the form of the Proponent Information Form and Pricing Submission Form on or before the Closing Date and we have read, understood and agree with the terms set out in this Invitation Letter and the RFP Rules; or

___ we decline to submit a Proposal and are returning this RFP to the above address and confirm that the confidentiality provisions in the RFP Rules apply. We are not submitting a Proposal because _____

_____.

Send all communications to us respecting this RFP to:

- Company:
- Address:
- Attention:
- Telephone:
- Fax:
- E-mail:

Name of Proponent:

Name of Authorised Signatory:
Title:

RFP RULES

TREE PLANTING PROJECT 2009

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RFP RULES

TREE PLANTING PROJECT 2009

1. Definitions

In these RFP Rules, the following terms have the respective meanings set out below.

- (a) **Agreement** is defined in the Invitation Letter.
- (b) **Alternative Proposal** is defined in section 12.
- (c) **Amendments** means extensions to the Closing Date or revisions, deletions, additions or substitutions of terms or other information respecting this RFP that are issued to Proponents in writing by the OPG Supply Chain representative referenced in section 4.
- (d) **Clarifications** means explanations or interpretations respecting this RFP that are issued to Proponents in writing by the OPG Supply Chain representative referenced in section 4.
- (e) **Closing Date** is defined in section 13.
- (f) **Closing Time** is defined in section 13.
- (g) **Confidential Information** is defined in section 17.
- (h) **Criteria** is defined in section 15.
- (i) **Declarant** is defined in section **Error! Reference source not found.**
- (j) **Due Diligence Information** is defined in section 7.
- (k) **Invitation Letter** means the letter included in this RFP inviting each Proponent to submit a Proposal to provide goods and/or services for the Project.
- (l) **Main Proposal** is defined in section 12.
- (m) **Mandatory Criteria** is defined in the Invitation Letter.
- (n) **Minimum Rated Criteria** is defined in the Invitation Letter.
- (o) **OPG** means Ontario Power Generation Inc.
- (p) **Preferred Proponents** is defined in section 16.
- (q) **Pricing Submission Form** is defined in the Invitation Letter.
- (r) **Project** is defined in the Invitation Letter.
- (s) **Proponent** means a prospective proponent of this RFP.
- (t) **Proponent Information Form** is defined in the Invitation Letter.
- (u) **Proposal** means a Main Proposal and/or an Alternative Proposal.
- (v) **Rated Criteria** is defined in the Invitation Letter.
- (w) **Representatives** means OPG's subsidiaries and all employees, officers, directors, agents and representatives of OPG or any of its subsidiaries.
- (x) **RFP** is defined in the Invitation Letter.
- (y) **RFP Rules** means these RFP Rules including any Amendments and Clarifications.
- (z) **Specifications** is defined in the Invitation Letter.

2. Interpretation

In these RFP Rules and in the Invitation Letter, words importing the singular include the plural and vice versa and the term “**including**” means “including without limitation”, and the terms “**include**”, “**includes**” and “**included**” have similar meanings. All matters respecting this RFP and any Proposals are governed by, and are to be construed and interpreted in accordance with, the laws of Ontario and the laws of Canada applicable in Ontario. Subject to section 20, each of the Proponents irrevocably submits to the exclusive jurisdiction of the courts of Ontario in respect of all matters respecting this RFP. These RFP Rules, the Invitation Letter, and all

cancellations, Amendments and Clarifications constitute the entire agreement between OPG and each Proponent with respect to this RFP and supersede all prior agreements (except for any separate confidentiality agreement), negotiations, discussions, undertakings, representations, warranties and understandings, whether written or oral.

3. Amendments and Clarifications

OPG may, at any time, cancel, amend or clarify this RFP by issuing a written notice to this effect to the Proponents. **No Proponent may rely on any oral explanation or interpretation respecting this RFP by OPG or any of the Representatives. Accordingly, this RFP will not be considered to be amended or clarified by any oral explanation or interpretation respecting this RFP by OPG or any of the Representatives. In addition, no Proponent may rely on any cancellation, amendment, clarification or any other information whatsoever respecting this RFP, and no term of this RFP may be amended or clarified in any way whatsoever, unless issued by OPG as an Amendment, a Clarification or a written cancellation.**

OPG will issue all Amendments to this RFP as numbered authorised Amendments. OPG will issue all Clarifications to this RFP as numbered authorised Clarifications. All cancellations, Amendments or Clarifications respecting this RFP that are issued by the OPG Supply Chain representative referenced in section 4 will, automatically upon issue, become part of this RFP. Each Proponent must include in its Proposal a statement that the Proponent has taken into account in the preparation of its Proposal each Amendment and Clarification. If a Proponent has not sought a Clarification and there is a subsequent controversy respecting the interpretation of a term of this RFP, including the Agreement, OPG's interpretation will govern. OPG strongly encourages each Proponent to contact the OPG Supply Chain representative at the address set out in section 4 at least five business days before the Closing Date to confirm that such Proponent has received all Amendments and Clarifications.

Each Proponent is strongly encouraged not to make any assumptions and to seek Clarifications of any questions that such Proponent might have, particularly related to any error or discrepancy in this RFP identified by a Proponent. Proponents may not rely on any assumptions made or on any errors or discrepancies. Proponents are responsible for seeking a Clarification respecting any questions they may have respecting commercial, technical, site or other issues. Proponents must submit in writing to the OPG Supply Chain representative at the address set out in section 4 all questions respecting commercial, technical, site or other issues arising in respect of this RFP.

OPG may issue any notices or other communication to any Proponent by hand, fax, courier, mail or e-mail. OPG encourages Proponents to submit questions and other communications (excluding Proposals) to OPG by e-mail.

Except as otherwise provided in these RFP Rules, OPG will neither be bound by responses to oral questions nor answer any questions received by OPG within five business days of the Closing Date.

4. Communication with OPG

Except as set out in section 13, every notice or other communication of a Proponent required or permitted in respect of this RFP must be in writing and may be delivered by hand, fax, courier, mail or e-mail to OPG as follows.

Name: Nick Bellissimo
Tree Planting Project 2009
Ontario Power Generation Inc. RFP Number NB137
Closing Date: December 18, 2009

Address: Ontario Power Generation Inc.
700 University Avenue
Toronto, Ontario
Canada M5G 1X6

Telephone: (416) 592-2617
Fax: (416) 592-2649
E-mail: nick.bellissimo@opg.com

A Proponent must give at least five business days prior written notice to OPG of any special examinations, inspections or tests that it wishes to perform at the site before the Closing Date. OPG may, in its sole discretion, authorise, modify or refuse any such examination, inspection or test.

5. Standards and Information

A Proponent may obtain any OPG internal documents referred to, but not included, in this RFP by contacting the OPG Supply Chain representative at the address set out in section 4. Each Proponent must itself obtain any documents issued by a standards, regulatory or other organisation referred to in this RFP or any collective agreement applicable to the services or goods. Each Proponent must ensure that it has the current version of all such documents, collective agreements and OPG internal documents referred to or applicable to this RFP and take these documents and agreements into account in the preparation of any Proposal.

6. Credit Information

Each Proponent authorises OPG to make credit enquiries about the Proponent and any of its affiliates and to receive and exchange credit information from credit reporting agencies or other persons with which the Proponent or any of its affiliates has or may expect to have financial dealings. Each Proponent must provide OPG with the Proponent's (and, on request by OPG, any of the Proponent's affiliate's) audited financial statements for the last three financial years for which they are available and financial statements for any period after the last audited period. If a Proponent submits audited financial statements from a parent company to satisfy this requirement, the Proponent will be required to provide OPG with a parental indemnity if the Proponent enters into an agreement with OPG. Each Proponent will also provide OPG with any other legal or financial information respecting the Proponent or any of its affiliates that OPG may reasonably request.

7. Proponent's Due Diligence

Before submitting a Proposal, each Proponent must thoroughly examine all the terms and other information contained in this RFP and, in particular, all the information contained in the Specifications. Each Proponent is responsible for being fully informed prior to submitting a Proposal as to:

- (a) all existing conditions and limitations under which the equipment will operate and/or the services will be provided;
- (b) all required permits, approvals, licences and inspections;
- (c) all existing conditions and limitations respecting the operational environment at the applicable OPG site (including the labour conditions at the site, the physical conditions at the site, the health and safety practices at the site, the other administrative practices at the site, the normal working hours at the site, the potential delays that may be incurred as a result of access or similar restraints or as a result of other contractors or work being conducted in the vicinity that the services, contemplated by this RFP, are to be provided);
- (d) all terms of the Agreement; and
- (e) all applicable load and speed restrictions, if any, on railways, roads and highways,

(collectively, the “**Due Diligence Information**”).

The prices set out by each Proponent in its Proposal are deemed to include all the costs associated with the Due Diligence Information. OPG will make no allowance to any Proponent (whether by an extension to the Project schedule, by an additional payment or otherwise) because of any failure to carry out sufficient examinations or any failure to obtain any Due Diligence Information. By submitting a Proposal, each Proponent represents and warrants to OPG that:

- (a) the Proponent has familiarised itself with all matters respecting the site, the services and the Due Diligence Information, including all special conditions respecting the site and the services which are not referred to in the Specifications;
- (b) the Proponent has relied solely on the Proponent’s findings, conclusions, interpretations and other opinions in evaluating the risks, contingencies and other circumstances that may be encountered in carrying out all the requirements of this RFP;
- (c) the Proponent has made due allowance (including by way of pricing) for all those matters referred to above in this section 7 in such Proponent’s Proposal; and
- (d) all the information contained in the Proponent Information Form and Pricing Submission Form is accurate, complete and not misleading.

No Proponent may share information or otherwise communicate, either directly or indirectly, with any other Proponent in respect of this RFP. No Proponent will engage in any conduct that compromises, or could reasonably be perceived to compromise, the integrity of this RFP process. Specifically, no Proponent will communicate with any person with a view to obtaining preferred treatment respecting this RFP.

8. Confirmation of Completion on Time

Each Proponent will confirm in its Proposal that it can carry out the services in accordance with the Project schedule and, most importantly, that the Proponent can complete the services by the completion date set out in the Project schedule.

9. Equal Access to Information

If OPG discovers that it has provided any Amendment or Clarification to any Proponent and such Amendment or Clarification has not been provided to all the Proponents, OPG will provide such Amendment or Clarification to all the Proponents and, in OPG’s sole discretion, OPG may

extend the Closing Date by an Amendment. OPG may, in its sole discretion, however, provide a Clarification to a single Proponent if the Clarification is specific to that Proponent.

10. Pricing

Each Proponent must submit a Proposal containing fixed prices, denominated in Canadian dollars, for the completion of the entire Project. The prices offered by each Proponent in its Proposal must include all applicable taxes and duties except Canadian goods and services tax and include the cost of delivery of all goods, delivered duty paid to the OPG designated place at the site. Each Proponent must include in its Pricing Submission Form a breakdown of the pricing information that will allow OPG to understand how the pricing for each component of the services and goods was calculated. The Pricing Submission Form should be submitted as part of the Proposal with the Proponent Information Form, but the Pricing Submission Form must be in a separate sealed envelope. The evaluation of the Pricing Submission Form will only take place after the evaluation of the Mandatory Criteria and the Rated Criteria as set out below. OPG reserves the right to exclude any Proposal that includes any pricing information in its Proponent Information Form.

11. Main Proposal

OPG strongly encourages each Proponent to complete its Proposal in accordance with all the requirements of this RFP, both commercially and technically. Any Proposal containing any amendments, qualifications or other changes to the requirements of this RFP or that is otherwise incomplete will be considered to be an Alternative Proposal. Unless specifically designated as such or clearly intended as such, in the sole judgement of OPG, OPG will assume that any explanatory or descriptive material included in a Proposal does not constitute such an amendment, qualification or other change. Each Proponent must submit a Proposal in English and is strongly encouraged to submit a Proposal in the form of the Proponent Information Form and Pricing Submission Form. Failure to submit a Proposal in the form of the Proponent Information Form and Pricing Submission Form may result in the Proposal being excluded from evaluation.

12. Alternative Proposal

A Proponent may also submit any number of Proposals in a single Proponent Information Form and a single Pricing Submission Form. If a Proponent wishes to make any amendments, qualifications or other changes to the requirements of this RFP, the Proponent is strongly encouraged to submit one Proposal which is in accordance with all such requirements (the “**Main Proposal**”) in the form of the Proponent Information Form and any other Proposals containing all such amendments, qualifications or other changes (any one of which is referred to as an “**Alternative Proposal**”) as a schedule to the Proponent Information Form. The pricing information for the Alternative Proposal should be included in the Pricing Submission Form and clearly identified. OPG may, however, reject or subject to adverse weighting in the Proposal evaluation process any Alternative Proposal. It is for this reason that all Proponents are advised of this risk if a Proponent chooses to submit only an Alternative Proposal and no Main Proposal.

Nevertheless, OPG welcomes all Alternative Proposals that a Proponent considers advisable in light of its technical and commercial knowledge. A Proponent should make clear in any Alternative Proposal the advantages of the proposed alternative. Each Proponent must state expressly in any Alternative Proposal, all of its amendments, qualifications and other changes to the requirements of this RFP, including all amendments, qualifications and other changes to the Agreement, set out

precisely on a line by line basis in a blackline format. Each Proponent is deemed to have offered to agree to each term in this RFP that the Proponent has not expressly amended, qualified or otherwise changed. Each Proponent which submits an Alternative Proposal will provide OPG (by the time specified by OPG) with such information, if any, as OPG may request to evaluate the Alternative Proposal.

OPG may reissue a request for proposals based on an Alternative Proposal, except to the extent that an Alternative Proposal is based on trade secrets of the Proponent and the Proponent has identified such trade secrets in an Alternative Proposal.

13. Submission of Proposals

Each Proponent will submit four paper copies of each Proposal (which includes four copies of the completed Proponent Information Form and four copies of the Pricing Submission Form), together with an electronic copy of the Proponent Information Form in Microsoft Word, preferably on a compact disk. The paper copies of the Pricing Submission Form must be submitted in a separate sealed envelope along with a separate compact disk. Each Proponent will submit its Proposals in a sealed package identified and addressed as follows:

TREE PLANTING PROJECT 2009 Ontario Power Generation Inc. RFP Number NB137 Closing Date: December 18, 2009	Check either:	_____ Proposal _____ No Proposal
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to: Ontario Power Generation Inc.
Proposal Depository, HG103
700 University Avenue
Toronto, Ontario
Canada M5G 1X6

OPG will not accept responsibility for the delivery of any Proposal that is delivered to any location other than the Proposal Depository. OPG, in its sole discretion, may reject any Proposal opened by unauthorised personnel or opened before the Closing Time. If the name of the Project, the OPG RFP number and the Closing Date are not displayed prominently on the outside of a Proponent's Proposal, that Proposal may be opened inadvertently and may be rejected by OPG, in OPG's sole discretion.

Proponents must deliver their Proposals by hand, courier or mail. Proponents must ensure that their Proposals are delivered to the Proposal Depository by no later than 4:45 p.m. Toronto time (the "**Closing Time**") on December 18, 2009 (the "**Closing Date**"). OPG may, in its sole discretion, accept or reject any Proposals received after the Closing Time. OPG will not accept faxed, e-mailed or oral Proposals or faxed, e-mailed or oral modifications to Proposals. OPG will not return any Proposals.

Upon receipt of each Proposal, OPG will mark each Proposal with the date and time received and will store it in secure custody with all other Proposals until the Closing Time.

14. Withdrawal or Revision of Proposals

A Proponent may withdraw any previously submitted Proposal at any time by submitting a notice signed by an authorised signatory of the Proponent requesting the removal of the Proponent's submitted Proposal. The Proponent must deliver its notice to the OPG Supply Chain representative at the address set out in section 4.

A Proponent may revise all or part of a previously submitted Proposal at any time up to the Closing Time by submitting a new Proposal to the Proposal Depository referred to in section 13. Subject to section 12 relating to the submission of one or more Alternative Proposals, the last Proposal submitted by a Proponent will supersede all previously submitted Proposals by that Proponent. At the opening of the Proposals, OPG will discard unopened all superseded Proposals. It is the responsibility of each Proponent to clearly indicate to OPG in writing which Proposals, if any, are to be discarded.

15. Criteria for Evaluating Proposals

OPG will evaluate each Proposal based on the Mandatory Criteria, Rated Criteria and Pricing Submission Form listed in the Invitation Letter (the “**Criteria**”) to determine which Proposal(s) are best suited to OPG's requirements as set out in this RFP.

16. Entry into Agreement or Negotiations

Each Proposal will constitute an offer by the Proponent to OPG to enter into an Agreement on the terms of that Proposal. After the Closing Date, OPG may interview any Proponent and may specifically seek clarification or additional information in any format whatsoever in respect of the Proponent's Proposal. The response received by OPG from a Proponent will, if accepted by OPG, form part of that Proponent's Proposal. OPG may verify with the Proponent or any third party any information set out in the Proponent's Proposal. OPG may check any references of a Proponent in addition to any references submitted in the Proponent's Proposal. Each Proponent authorises OPG to make any enquiries about the Proponent, any affiliates of the Proponent and the Proponent's Proposal respecting the verification of any such information or in respect of any references. If OPG receives information at any time that, in OPG's view, reveals that earlier information submitted by the Proponent is inaccurate, incomplete or misleading, OPG may, in its sole discretion, re-evaluate the Proponent's Proposal based on the Criteria and take such other actions as OPG considers appropriate in the circumstances.

Nothing in this RFP constitutes an offer of any kind whatsoever to any Proponent. OPG is not obliged to accept the lowest priced Proposal, negotiate with the Proponent offering the lowest priced Proposal, accept any Proposal whatsoever or negotiate with any Proponent whatsoever. Accordingly, OPG may reject all Proposals, cancel this RFP or accept or negotiate any Proposal in whole or in part at OPG's sole discretion. OPG may seek additional Proposals. OPG may contract with others, use its own resources to carry out any services or extend an existing contract for goods and/or services that are the subject of this RFP.

OPG reserves the right to award this work to more than one Proponent as OPG from an overall project perspective prefers that the trees are planted over a larger geographical area and multiple firms may be required to do this. **There is no guarantee to the volume of work awarded.**

Once OPG has undertaken its evaluation (and any re-evaluation for any reason) of each of the Proposals based on the Criteria, OPG may, in its sole discretion, and without taking into account any custom, usage or agreement in the industry or trade, any other policy or practice or any other term in this RFP, take any of the following three actions:

- (a) enter with the Proponent into an amended Agreement (which will be a conformed contract) for the services and goods which are the subject of this RFP (based on the offer of such Proponent set out in a Proposal) which OPG has determined, in its sole discretion, has submitted the Proposal which is best suited to OPG's requirements as set out in this RFP;
- (b) select one or more preferred Proponents (the "**Preferred Proponents**") with whom to commence negotiations on an amended Agreement (which will be a conformed contract) to determine which Proposal, if any, in OPG's sole discretion, best satisfies the Criteria; or
- (c) cancel this RFP and not enter into an agreement for the services and goods contemplated under this RFP, or issue a new RFP, tender or otherwise.

If OPG proceeds in the manner described in section 16(b), OPG may change the scope of services contained in this RFP or change any other terms or other information contained in this RFP and otherwise negotiate with the Preferred Proponents the Agreement, including the Specifications, in any manner whatsoever. Based on these negotiations and the Criteria, OPG will choose, in its sole discretion, the Preferred Proponents, if any, to enter into the Agreement with on agreed terms. OPG will not provide any such changes to any Proponent that is not a Preferred Proponent. If OPG proceeds in the manner described in section 16(b), OPG may, in its sole discretion, subsequently proceed under section 16(c) for any reason whatsoever.

Except with the approval of a Proponent, under no circumstances, however, will OPG disclose any information contained in the Proposal of that Proponent to any other Proponent, including a Preferred Proponent. OPG will, however, disclose that part of any Proposal that OPG is obliged to disclose under the *Freedom of Information and Protection of Privacy Act* (Ontario). In addition, OPG may disclose, on a confidential basis, to OPG's advisers any information contained in a Proposal.

17. Confidentiality of RFP Information

The fact that OPG is conducting this RFP and the material contained in this RFP or disclosed in respect of this RFP is confidential information of OPG ("**Confidential Information**"). This RFP is the sole property of OPG. Each Proponent will use, and will ensure that each person to whom the Proponent discloses this RFP, in whole or in part, will use, the Confidential Information solely for the purpose of preparing a Proposal and, if applicable, negotiating the Agreement with OPG and carrying out the Proponent's obligations under a signed Agreement, if any.

At any time, at OPG's request, a Proponent will deliver promptly to OPG all, or an OPG-specified portion of, the Confidential Information, together with all copies, extracts or other reproductions in whole or in part of the Confidential Information. In addition, at any time, at OPG's request, a Proponent will destroy, demonstrably, promptly and irrevocably, all such copies, extracts or other reproductions of Confidential Information, or an OPG-specified portion of the Confidential Information, which cannot, because of the device on which such information is stored, be removed from the possession of the Proponent by delivery to OPG. Following such delivery and destruction, the Proponent will promptly provide OPG with written confirmation of completion. In any event, the Proponent will complete all such actions within 30 days of receipt

of OPG's initial request. If OPG does not exercise any of its rights under this section 17 and a Proponent is not the successful Proponent, such Proponent will destroy, promptly and irrevocably, all Confidential Information and all such copies, extracts or other reproductions of Confidential Information in the Proponent's possession or control. In any event, the Proponent will complete all such actions within 60 days of being informed or becoming aware that it was not the successful Proponent. The ongoing obligations under this section 17 shall survive the termination or expiry of this RFP.

18. Cost of Preparation

Each Proponent will be solely responsible for all of its costs and other expenses in respect of this RFP, including any site visits and the preparation and negotiation of any Proposal or Agreement.

19. No OPG Guarantees

OPG has included statements of facts and other information in this RFP merely for the general information of the Proponents. Neither OPG nor any of the Representatives make any representation, warranty or guarantee, express, implied or otherwise, as to the accuracy or completeness of any of these statements or other information or any subsequent written or oral statements of fact or other information provided to any Proponent. Each Proponent releases OPG and all Representatives from all claims, demands and other complaints in respect of all such statements, other information and any representation, warranty or guarantee contained in, or omitted from, this RFP or in any subsequent written or oral statements of fact or other information provided to any Proponent.

20. Finality

OPG has designed a request for proposals process that balances fairness to Proponents and flexibility for OPG. OPG has become concerned about the increasing degree of litigation and threats of litigation in the request for proposals and tendering processes across North America. Litigation and threats of litigation increase costs, delay projects and reduce the certainty for successful Proponents. Accordingly each Proponent agrees that OPG's ultimate selection of the successful Proponent is final and binding on all Proponents. All the terms of this RFP are expressly set out in this RFP and there are no implied terms respecting this RFP.

Notwithstanding any other term in this RFP, no Proponent may make any claim, demand or other complaint respecting OPG or any of the Representatives to any court, other adjudicative body, governmental authority or regulatory authority respecting this RFP, including respecting the conduct of the process or the selection of the successful Proponent. In particular, without limiting the generality of the foregoing, no Proponent may seek any judgement, order, decree or other relief that such Proponent's Proposal was the "lowest" or "best" Proposal, that such Proponent is or should be chosen as the successful Proponent, that OPG erred in its evaluation of any of the terms of any Proposal of any Proponent as compared to the successful Proponent or that OPG or any of the Representatives otherwise exercised any discretion or conducted the process in an inappropriate or unfair manner. Each Proponent releases OPG and all Representatives from all such claims, demands and other complaints.

Should a Proponent have any complaint or concern regarding this RFP, the Proponent is encouraged to submit such complaint or concern in writing to OPG's OPG's Director – Corporate Procurement and Business Services, 700 University Avenue, H7, Toronto, Ontario, Canada, M5G 1X6.

The Proponent will defend and indemnify OPG and all Representatives in respect of all claims, demands or other complaints made against OPG or any of the Representatives by any subcontractor of any tier or proposed subcontractor of any tier to the Proponent in respect of this RFP.

21. Acceptance of Terms

If a Proponent has not executed the Proponent Acknowledgement of the Invitation Letter, then by submitting a Proposal, each Proponent who so submits a Proposal is deemed to agree to the terms of the Invitation Letter and these RFP Rules.

Specifications

Tree Planting Program

Ontario Power Generation (OPG) is an Ontario based company whose principal business is the generation and sale of electricity in Ontario. OPG currently employs approximately 12,000 staff throughout the province. Our focus is on the efficient production and sale of electricity from our generation assets, while operating in a safe, open and environmentally responsible manner. OPG generates electricity at nuclear, hydroelectric, and fossil-fuelled (coal, gas and oil) generating stations and from two wind generating stations.

At OPG, our commitment to safety, our people, our work environment and the world around us is paramount. Our people are a vital ingredient in our success. Our people are what keep us focused on taking care of the environment, both inside and outside our business, and on continuing to work safely while making a difference to the world in which we live and work.

Ontario Power Generation is committed to both the protection of woodlands and the planting of genetically appropriate native trees and shrubs in areas of strategic conservation value in southern Ontario. This biodiversity management program strategically focuses on efforts that will contribute to the protection and restoration of a natural heritage (greenway) system of habitat cores and corridors across southern Ontario. This biodiversity program is also a component of OPG's greenhouse gas management plan to address global climate change, both in terms of mitigation as a carbon offset and climate change adaptation, by enhancing the resiliency of woodland ecosystems to withstand the effects of climate change.

Geographical Focus:

SOUTHERN ONTARIO, SOUTH AND EAST OF THE SHIELD

Program Requirements:

- Program must be in southern Ontario (south and east of the Canadian Shield) and use regionally and genetically appropriate native plant stock, matched to local site conditions;
- Program must be linked to a natural heritage plan, such as the Big Picture, Big Picture 2002, or a regional or local enhancement of the same, that addresses habitat conservation needs for species at risk, or species threatened by woodland habitat loss and fragmentation;
- Programs addressing key provincial or regional conservation priorities will be favoured over local scale priorities;
- Program must identify biodiversity conservation objectives and measures that can be tracked and measured;
- Program must assure permanence, that is, the protection of land base to ensure woodland maturation for both carbon sequestration and biodiversity conservation goals (i.e. through public land ownership, or private lands held in trust, or otherwise protected for conservation purposes). Signed 15 year management agreements to maintain trees on private lands are required;

- Program must also assure criteria of additionality (more trees are being planted because of the Program than would have occurred without it) and prevention of leakage (assurance that forest is not being cut elsewhere, to compensate for new forest created by the Program);
- Program must have a site plan covering management activities, including site preparation, planting, tending and monitoring to measure and audit carbon sequestered and to determine survivorship and success relative to biodiversity conservation goals. This information will be maintained and made available to OPG upon request. Formal reporting will occur over the monitoring cycle of years 1, 2, 3,5,10 and 15 of the Program life cycle.
- Program will measure, or estimate carbon sequestered in both the tree and shrub biomass, underground root biomass and soil carbon associated with the system;
- Georeferenced data on the area planted, and associated data on planting mix, will be maintained and made available for GIS monitoring purposes;
- Program will use an adaptive management framework to optimize probability of success (learn and adapt);
- Program should include opportunities for local stewardship involvement, “ownership” and education;
- Program will include opportunities for recognition and profile to OPG;
- Program results will be conveyed through annual status reports;
- Programs, which leverage OPG funding with the funding of other partners, will be favoured.
- Multi-year Programs will be considered.

Applicants should demonstrate:

- at least five years experience and success at tree planting and woodland habitat restoration;
- use of proper arboriculture practices for tree storage, transport, planting and health assessment;
- well developed selection criteria for appropriate planting sites and appropriate species;
- proven capacity and expertise to ensure both short and long-term objectives are achieved;
- specific benefits resulting from their Program;
- a marketing/promotions plan for their Program;
- realistic timeline and well articulated deliverables.