

Schedule 8

Phase 2 Proposal Submission Form

PHASE 2 PROPOSAL SUBMISSION FORM**SCHEDULE 8 TO THE RFP**

TO: Infrastructure Ontario
777 Bay Street, 9th Floor
Toronto, Ontario
Canada
M5G 2C8

ATTENTION: Doreen Wong
Vice President, Project Procurement

This Phase 2 Proposal Submission is in response to RFP No. OIPC-08-00-1027 of Infrastructure Ontario.

RESPONDENT: [Respondents to fill in Respondent Name]

DATE: [Respondent to fill in Date]

RESPONDENT'S OFFER

In consideration of Infrastructure Ontario's evaluation of the Respondent's Phase 2 Proposal Submission in accordance with the RFP Documents, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, we hereby agree as follows:

1. Definitions

Unless otherwise defined in this Phase 2 Proposal Submission Form, capitalized terms and expressions used in this Phase 2 Proposal Submission Form have the meanings given to them in the RFP Documents. For clarity, in this Proposal Submission Form "Respondent" includes the Revised Respondent and, if applicable, each consortium member of the Respondent.

2. Representations and Warranties

The Respondent represents and warrants as follows:

(1) Except to the extent that we have sought and received written approval for changes in accordance with RFP Section 3.6.2, there have been no changes to the Respondent from the Respondent as named in RFP Section 1.2(2).

(2) There have been no material adverse changes to the financial status of the Respondent as set out in the Respondent's Phase 1 Proposal Submission or as set out in the financial information submitted in accordance with RFP Section 3.6.2(3) (if applicable) and the financial information submitted in our Phase 1 Proposal Submission, and financial information submitted in accordance with RFP Section 3.6.2(3) (if applicable), continues to be representative of the financial status of the Respondent;

(3) Except for those actions, suits or proceedings disclosed in the Respondent’s Phase 1 Proposal Submission, disclosed in documentation submitted to Infrastructure Ontario in accordance with RFP Section 3.6.2 (if applicable), or those disclosed in this section of the Proposal Submission Form, there are no actions, suits or proceedings pending that could have a material adverse affect on our ability to carry out the Project, or to the best of our knowledge after reasonable inquiry, threatened against the Respondent or any of the Respondent Team Members and we are not aware of any ground on which such an action, suit or proceeding might be commenced.

Actions, suits or proceedings not disclosed previously are as follows:

[Respondent may add additional lines if necessary.]

- 1. _____
- 2. _____
- 3. _____

(4) We confirm that we,

- (a) have not received Confidential Information of Infrastructure Ontario, the Client, Ontario Power Generation, Bruce Power, the Government of Ontario or the Government Project Team that is relevant to the Project and that was not received through this RFP Process from Infrastructure Ontario; or
- (b) except as listed in Section 5 of this Proposal Submission Form, do not have any perceived, actual or potential Conflicts of Interest in respect of this Project;

(5) We and, to the best of our knowledge, our Advisors, employees and representatives,

- (a) have prepared and submitted the Phase 2 Proposal Submission independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Respondent; and
- (b) have not contravened RFP Section 3.3.5 in any way whatsoever;

(6) We have not engaged in any form of political or other lobbying, directly or indirectly, to influence the outcome of this RFP Process or contravened RFP Section 3.3.3 in any other way;

(7) We have not contravened RFP Sections 3.3.4, 3.8.6, or the provisions of any confidentiality agreement in respect of this RFP Process;

(8) The Respondent declares that at the time of submitting the Phase 2 Proposal Submission, the Respondent is in full compliance with all tax statutes administered by the Ministry of Revenue for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been

made and maintained. The Respondent consents to the Ministry of Revenue releasing the taxpayer information described in this declaration to Infrastructure Ontario as necessary for the purpose of verifying that the Respondent is in full compliance with all statutes administered by the Ministry of Revenue;

(9) Our Phase 2 Proposal Submission is based on and relies solely upon our own examinations, knowledge, information, judgement, and investigations and not upon any statement, representation, investigation or information made or provided by Infrastructure Ontario, the Client, Ontario Power Generation, Bruce Power, the Government of Ontario or the Government Project Team whether provided in the Data Room or in any other way whatsoever, except to the extent explicitly provided for in the Project Agreement;

(10) We have made ourselves familiar with all existing collective agreements, pension requirements, applicable labour provincial legislation and jurisprudence and rulings of the Ontario Labour Relations Board as they relate to or may affect the performance, including cost of performance, of the Project Agreement;

(11) We have obtained tax advice from our own Advisors, including obtaining any advance interpretations or rulings that we consider appropriate or necessary in relation to the Project or Project Agreement.

3. RFP Terms and Conditions Binding

3.1 By submitting this offer the Respondent agrees to be bound by and to comply with the terms and conditions of the RFP Documents and acknowledges and agrees that if the Respondent submits a Phase 2 Proposal Submission without material deviations (or Infrastructure Ontario chooses to waive a material deviation), in accordance with the RFP Documents requirements, a “bidding contract” (often referred to as Contract A) is created between the Respondent and Infrastructure Ontario. The terms and conditions of the “bidding” contract are set out in the RFP.

3.2 The Respondent acknowledges and agrees that this Phase 2 Proposal Submission supersedes the Respondent’s Phase 1 Proposal Submission and as of the submission of the Respondent’s Phase 2 Proposal Submission, the Respondent’s Phase 1 Proposal Submission is rendered null and void. The Respondent acknowledges and agrees that this Phase 2 Proposal Submission constitutes an offer that is irrevocable in accordance with the terms and conditions of the RFP Documents.

3.3 The Respondent confirms that the Phase 2 Proposal Submission is based on the terms and conditions of the RFP Documents as of the Phase 2 Proposal Submission Deadline.

3.4 The Respondent acknowledges and agrees that its Phase 2 Proposal Submission is irrevocable until the expiration of the Proposal Validity Period (or the extended Proposal Validity Period, as applicable), all in accordance with the RFP.

3.5 The Respondent confirms that it has examined the RFP Documents in detail, including, for clarity, the Project Agreement and all revisions to the Project Agreement, and confirms that it has received all pages of all documents constituting the RFP Documents as of the Phase 2 Proposal Submission Deadline.

3.6 The Respondent confirms that it has made all necessary inquiries with respect to Addenda issued by Infrastructure Ontario and has ensured that it has received all Addenda to the RFP Documents that were issued prior to the Phase 2 Submission Deadline.

3.7 The Respondent confirms that its Financial and Milestone Payment Submission and all prices submitted by the Respondent are based on the RFP Documents, including, for clarity, the Project Agreement and all revisions to the Project Agreement prior to the Phase 2 Submission Deadline.

3.8 The Respondent confirms that the Respondent’s Phase 2 Proposal Submission fully conforms with the requirements set out in Schedule 6 to the RFP without material deviation.

4. Preferred Vendor

4.1 The Respondent acknowledges and agrees that if it is identified as the Preferred Vendor in accordance with RFP Section 8.1, it will provide a Letter of Credit to Infrastructure Ontario in accordance with RFP Section 9 and provide all documentation otherwise required by RFP Section 9.

5. Conflicts of Interest

5.1 We confirm that to the best of our knowledge, the following list represents a complete list of perceived, actual or potential Conflicts of Interest (as defined in RFP Section 3.9) of the Respondent or of the Respondent Team Members or Advisors:

Name of Respondent, Respondent Team Member or Advisor	Details of Perceived, Actual or Potential Conflict of Interest

6. Unforeseen Regulatory Requirement Risk – Project Agreement Section 19.2

6.1 We confirm that in accordance with Section 19.2 of the Project Agreement the percentage of the Unforeseen Regulatory Requirement Risk that we offer to bear (in accordance with Section 19.2(d) of the Project Agreement) is **[Respondent to insert percentage amount]** and the remaining percentage shall be borne by Client.

RESPONDENTS SUPPLEMENTARY OFFER (TO INFRASTRUCTURE ONTARIO)

In consideration of the Infrastructure Ontario’s participation in the evaluation of the Respondent’s Phase 2 Proposal Submission in accordance with the RFP Documents, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we hereby agree as follows:

1. Representations and Warranties and Conflicts of Interest

Respondent acknowledges and agrees that all representations, warranties and covenants of the Respondent’s Offer to Infrastructure Ontario in this Phase 2 Proposal Submission Form are repeated with respect to this Respondent’s Offer to Infrastructure Ontario (the “Supplementary Offer”). The Respondent confirms that all disclosures with respect to Conflicts of Interest also apply to this Supplementary Offer.

2. Supplementary Offer is Conditional

2.1 The Respondent acknowledges and agrees that this Supplementary Offer is conditional on the Respondent being identified as the Preferred Vendor in accordance with RFP Section 8.1 and the Respondent and the Client executing the Project Agreement in accordance with the RFP terms and conditions.

3. Terms of the Supplementary Offer

The Respondent offers to enter into a second Project Agreement with either the Ministry of Energy or its designate (for one or two additional nuclear units) and the “Client” in the second Project Agreement, in the same form and substance as the Project Agreement attached as Schedule 12 to the RFP and based on the same terms and conditions as the Respondent’s Phase 2 Proposal Submission, including, for clarity, the Respondent’s Financial Submission Form, subject to the following:

(1) The Respondent offers a discount of the prices set out in its Financial Submission Form in accordance with the following:

Category of Price	Discount
<i>[Category of Price]</i>	<i>[Respondent to insert description of discount]</i>
<i>[Category of Price]</i>	<i>[Respondent to insert description of discount]</i>
<i>[Category of Price]</i>	<i>[Respondent to insert description of discount]</i>
<p><i>Note: Respondent shall insert the name of each category of price in the left column and a description of the discount for that price in the right column. All categories of price shall be listed, even if a “0” discount is offered.</i></p>	

(2) The Respondent offers to carry out the Project Operations in respect of this Supplementary Offer on the same basis as the Milestone Payments set out in the Financial and Milestone Payment Submission, with adjustments for a later starting date. For clarity, all dates fixed in the Project Agreement shall be extended by the number of days between the effective date for the second project agreement and the Project Agreement Effective Date (of the first Project Agreement), subject to certain dates and the project schedule being equitably adjusted to reflect the reduced timeframes that will be required in respect of the licensing process as a

result of the Respondent's technology having been previously licensed or having been exempt or partially exempted by the CNSC;

(3) If the site chosen for the nuclear reactors that are the subject of this Supplementary Offer is different than the Site (Darlington Nuclear Generating Station (Ontario Power Generation)), Respondent's Supplementary Offer shall be amended to take into account any differences in the Project Agreement related to the change in site. Such amendments shall be dealt with through the Variations procedure set out in the Project Agreement.

(4) This Supplementary Offer shall be irrevocable for a period of three years after the Submission Deadline.

SIGNATURE PAGES FOLLOW – NOTE TO RESPONDENTS: THE RESPONDENT AND, IF APPLICABLE, RESPONDENT CONSORTIUM MEMBERS MUST SIGN THE PHASE 2 PROPOSAL SUBMISSION FORM IN A MANNER WHICH LEGALLY BINDS EACH OF THEM. RESPONDENT MAY ADJUST THE NUMBER OF SIGNING LINES AS REQUIRED.

IN WITNESS WHEREOF the Respondent has executed this Phase 2 Proposal Submission Form as of the date first above written and makes both the Offer (to Infrastructure Ontario) and the Supplementary Offer (to the Government of Ontario).

[NAME OF RESPONDENT]

**[NAME OF RESPONDENT
CONSORTIUM MEMBER]**

Per:

Per:

Name:
Title:

Name:
Title:

Per:

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Respondent.

I/We have authority to bind the Respondent Team Member.

**[NAME OF RESPONDENT
CONSORTIUM MEMBER]**

**[NAME OF RESPONDENT
CONSORTIUM MEMBER]**

Per:

Per:

Name:
Title:

Name:
Title:

Per:

Per:

Name:
Title:

Name:
Title:

I/We have authority to bind the Respondent Team Member.

I/We have authority to bind the Respondent Team Member.