

**Request for Proposals (RFP)**  
**“Wind Farm Geotechnical Assessment”**

**For**

**Proposed Come by Chance and Chance Cove**  
**Phase 1**  
**Wind Farm Projects**

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This RFP consists of:

- I. Instructions to Bidder(s);
- II. Appendix A – Acknowledgement;
- III. Appendix B – Proposed Scope of Work;
- IV. Appendix C – List of KMZ. Files Provided to Bidders
- V. Appendix D – Geology Report

Summary of Key RFP Dates and Contact

Date of Issuance	June 12, 2023
Acknowledgement	June 19, 2023
Deadline of Proposal Submission	July 03, 2023
Proposal Contact	Will.hawkes@abo-wind.com
Anticipated Award Date	July 31, 2023 (Pending Crown Land Award)

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## 1. Introduction

The Toqlukuti'k Wind and Hydrogen Project (the Project) is being developed by ABO Wind and potential partnership with Braya Renewable Fuels and Miawpukek First Nation. The project concept is to produce energy by an onshore wind farm. The produced energy is used to produce green hydrogen and ammonia.

ABO Wind is a globally successful renewable energy company that develops and builds wind, solar, battery, biogas, and green hydrogen projects. Founded in 1996, the German-based company has developed more than 5,000 MW of renewable energy projects to date and has managed the construction of approximately half of them.

Under Hereditary and Administrative Chief Mi'sel Joe's leadership, Miawpukek First Nation (MFN) has established itself as economically independent and is known throughout Canada for its ambitious and successful business ventures. Miawpukek First Nation also brings significant project resources and knowledge acquired from its relationship with the First Nations Major Project Coalition (FNMPC).

Braya Renewable Fuels (Braya), a Newfoundland and Labrador limited partnership, has invested significant capital towards converting its refinery in Come By Chance to produce fuels such as renewable diesel and sustainable aviation fuel. Braya's mission is to supply North American and global markets with fuels that materially decarbonize heavy transportation.

In August of 2022 Canada and Germany signed the Canada-Germany Hydrogen Alliance in Stephenville. As the subsidiary of a German parent company, ABO Wind Canada is uniquely positioned to fulfill the ambition of that Agreement. Our proposed Project is a multi-phase, multi-location, large-scale development proposing to utilize the extraordinary wind conditions in Newfoundland and Labrador in combination with the existing infrastructure, knowledge, and experience at the Braya Come By Chance refinery. Braya purchased the refinery in 2021 to convert the facility to produce renewable diesel. This requires hydrogen. Existing hydrogen demand at the refinery is produced via an onsite Steam Methane Reformer (SMR) that converts imported butane to grey hydrogen. Since acquisition, Braya has publicly identified that green hydrogen is the preferred future to lower the carbon intensity of their fuels.

Newfoundland

## 2. Terms & Conditions

Proposals are due to be received at the Proposal Delivery Address no later than the Deadline for Proposals specified. Proposal Delivery is expected to be by electronic mail addressed to the Proposal Contact no later than the Deadline for Proposals.

Bidder(s) may, in writing, revoke or modify a proposal received at the Proposal Delivery Address at any time up to the Deadline for Proposals. Bidder(s) may not, without prior written consent of the Developer, which may be reasonably withheld, assign or transfer their proposal to a third party in whole. The Bidder(s) may choose to submit a supplementary second proposal with a different or amended project scope.

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By submitting a bid, the Bidder(s) agrees unconditionally to all the terms and conditions set out in this Section 2 of the RFP. The terms and conditions set forth in this RFP will be included but not limited to the terms of any resulting contract, if awarded.

The Developer reserves the right, in its sole and absolute discretion notwithstanding anything contrary to the RFP, to:

- (a) Accept proposal(s) of any or all Bidder(s) on any and all aspects of their proposal to ensure that the Developer's business requirements are satisfied and to maximize value for money.
- (b) Terminate this RFP without any legal or financial commitments to the Bidder(s) in the event the Developer decides in its sole and absolute discretion that no proposals meet the requirements of the RFP, or all Bidder(s) or any prospective person or entities are not capable of delivering the services requested in this RFP.
- (c) Conduct a best and final offer process with any and all Bidder(s) in which Bidder(s) are invited to revise their financial offers in circumstances where the Developer in its sole and absolute discretion deems such a process is appropriate.
- (d) Cancel, modify, or re-issue and suspend any aspects of the RFP in whole or in part at any time for any reason.
- (e) The Developer may choose to match Bidder(s) according to scopes and capabilities to provide the projects' best chance of success.
- (f) Reject and refuse to consider any proposal failing to respond to or comply with any of the requirements or terms and conditions of this RFP in any material respect.

By submitting a proposal, a Bidder(s):

- (a) Submits an irrevocable offer in effect and open to acceptance for the Proposal Validity Period specified on Page 2 of this RFP.
- (b) Agrees unconditionally to all the terms and conditions set out in this RFP, including without limitation the terms and conditions of any resulting contract if awarded.
- (c) Agrees that the Developer may deem it necessary to extend the Proposal Validity Period, unless the Bidder(s) revokes its proposal in writing within five (5) calendar days of notice of such extension.
- (d) Understands and agrees a Bidder(s) may submit a request for debriefing to the Procurement Contact in writing within (15) fifteen calendar days of the Developer's notification of the results of this RFP. Any such debriefing shall be conducted via telephone at the Developer's sole and absolute discretion.

### **3. Limitations of Liability**

In no event shall the Developer, its employees, contractors, consultants and advisors be liable or responsible for any damages, including but not limited to any direct, indirect, consequential, incidental, general, special or exemplary damages, any economic losses,

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profit losses, opportunities, expenses, costs or any other losses arising out of, in connection with, or in any way related to, any Bidder(s)'s participation in this RFP or any acts, omissions, or errors, including without limitation or negligence of, or in break of contract by the Developer. Without limiting the foregoing, expenses or costs incurred by the Bidder(s) in any way related to or associated with the RFP including but not limited to preparing, submitting or evaluating their proposal shall be the sole responsibility of the Bidder(s) and will not be reimbursed by, chargeable to, or otherwise payable by the Developer.

#### **4. Proposed Newfoundland Newfoundland Wind Farms**

Projects are in the early planning stages and have been submitted into the NL Crown Land Tender. Wind data measurement/collection commenced in March of 2023. The planned project areas have been provided as a .KMZ but are subject to change based crown land award, environmental constraints and geotechnical assessments. Project size and turbine technology will be finalized as studies progress.

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Figure 1. Come by Chance Project Location

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**Figure 2: Chance Cove Project Location**

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## 5. Project Scope and Submission

The Developer is seeking Proposal submissions from qualified vendors for a preliminary geotechnical site assessment of its two wind farm projects: Come by Chance and Chance Cove. The purpose of the preliminary geotechnical assessment is to evaluate information about the surface and subsurface conditions to provide preliminary geotechnical design parameters and construction recommendations for the project. Preliminary design includes wind turbine foundation, access road and collector system (overhead and underground). The scope of the assessment shall include but not be limited to:

- Geotechnical consultant to propose which locations would provide the best representation of subsurface conditions and total number of boreholes needed. Site access and ground disturbance should be kept in mind when determining these locations. Turbine locations will be shared with the successful proponent following award, pricing and borehole execution plan may be revised as required.
- Soil Thermal Resistivity testing
- Identification of potential material borrow pit locations within or close to the project area that would provide suitable material for construction of civil works.
- General assessment of existing road infrastructure that will be utilized and upgraded by the project for construction and operations
- General design recommendations for turbine foundation type, new access road and crane pad construction
- Geotechnical consultant responsible for obtaining all required permits and regulatory approvals
- Provide a Geotechnical Program Execution Plan for the work. The Execution Plan shall include but not be limited to:
  - Investigation methodology
  - List of equipment that will be used
  - Site access planning
  - Site access execution and schedule
  - Anticipated ground disturbance
  - Estimated disturbance area

Additionally, if the Bidder(s) believes other studies would be beneficial to complete preliminary design they are encouraged to include in the bid price with an explanation as to why it is beneficial to undertake.

Should the Bidder(s) wish to submit proposals for both projects, please be sure to highlight cost savings and/or efficiencies that would be achieved if Bidder(s) were awarded more than one project.

It is the sole responsibility of the Bidder(s) to ensure that all work proposed and the registration documents prepared are sufficient to ensure that the Project completes a 30% access road and wind turbine foundation design.

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All work developed, conceived, or produced by the Bidder(s) including documents, reports, maps, data, records and any other information shall be the property of the Developer.

Refer to Appendix B for general bid price directions for Bidder(s) to review and complete. Should additional tasks be required, or tasks are anticipated to not be applicable, please be sure to highlight and provide rationale for inclusion or omission in your response.

The Bidder(s) agrees contractors and employees must meet the minimum qualification required to complete the tasks. The Bidder(s) shall incorporate an experience list in their bid with an overview of projects with similar size and scope to the Project.

The Bidder(s) represents and warrants that they or their contractors, employees, agents or personnel are or will:

- (a) perform the work competently.
- (b) have everything necessary to perform the work, including resources, facilities, labour technology, equipment and materials.
- (c) have necessary qualifications, knowledge, skill, know-how, experience and third- party authorizations.
- (d) perform the work diligently, effectively and efficiently.
- (e) supply all required tools and materials to perform the work.
- (f) perform the work in accordance with standards of quality and in full conformity to all applicable laws and regulations.
- (g) carry commercial general liability, including products and sudden or accidental pollution liability, with a combined single limit of \$2,000,000.00 for each occurrence for bodily injury, death or property damage.

## 6. Local and Indigenous Inclusion

ABO Wind Canada (ABO Canada) believes that communities in proximity to our projects should receive preferential attention and access to business and employment opportunities. ABO Canada is committed to sourcing projects from local and Indigenous content by supporting capacity building, joint venture agreements, and community and Indigenous-owned entities for the projects that we develop.

- o Are you an Indigenous-owned/partially-owned business entity?
- o What percentage of human resources used for the work is local to the province of Nova Scotia?
- o What percentage of human resources expected to participate in the project would identify as Indigenous?
- o Identify any possible temporary job positions or opportunities available to Indigenous individuals during the contract.
- o Please provide description of any agreements, partnerships or Joint Ventures with an Indigenous community entity or Indigenous Group. Include a description of the benefits that are provided back to Indigenous communities and individuals.

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## 7. Project Timing

Bidders shall provide a detailed execution plan schedule with their RFP response. The assumed timing for the field work and submission of required deliverables has been summarized below:

RFP Award	Jul 31, 2023
Submit Execution Plan to ABO	Aug 18, 2023
Complete Field Assessment	Dec 31, 2023
Provide Draft report	2 weeks after completing drilling
Provide Final report	Feb 1, 2023

## 8. Confidentiality

The Bidder(s) must keep confidential and not disclose or release for any purpose to any third party all information provided to the Bidder(s) by or on behalf of the Developer in connection with the work or the Project.

## 9. RFP Scoring

The Developer will collectively review and evaluate all proposals. Anticipated scoring will focus on the following screening and weighting criteria:

*Table 2 – Weighted scoring matrix*

<b>Scoring Criteria</b>	<b>Weight (%)</b>
Local experience and collective team knowledge of Wind Farm construction requirements	25
Local & Indigenous involvement and participation	20
Corporate Health and Safety	10
Value Add and Innovation	20
Price	25

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**APPENDIX A: RFP FOR GEOTECHNICAL ASSESSMENT ACKNOWLEDGEMENT**

**Note:** Please indicate your intention by emailing this Acknowledgement to ABO Wind Canada’s office no later than the Acknowledgement Submission Date indicated in Key RFP Dates and Contacts.

**To:** [will.hawkes@abo-wind.com](mailto:will.hawkes@abo-wind.com)

We acknowledge receipt of your Request for Proposals ("RFP") dated \_\_\_\_\_, 2022, and we hereby (please check applicable box below):

- a)  intend to submit a Proposal in accordance with the RFP by the Requested Proposal Submission Date, and upon executing this Acknowledgement, and, for good and valuable consideration, we hereby acknowledge and agree, and represent to the Developer, to be bound by the obligations imposed on us within this RFP. We further acknowledge and agree that no contractual obligations or other duties are imposed on the Developer pursuant to the RFP or the process contemplated therein.

Come by Chance	Chance Cove

OR

- b)  do not intend to submit a Proposal in response to the RFP and hereby return the contents of the RFP or confirm that we have destroyed all information received by us from the Developer relating to the RFP and the Work and have retained no copies (paper, electronic or otherwise).

**From Bidder(s) Company:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Email:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

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## **APPENDIX B: RFP FOR GEOTECHNICAL ASSESSMENT – BID PRICE**

The Bidder(s) shall understand and agree herein their bid price is final on the Deadline of Proposal date after which changes cannot be made; the bid price must be in Canadian Dollars and include all applicable disbursements and fees. Bidder may submit a proposal with supporting documents, as per their standard format. Unit rate pricing to be provided where applicable. The Bidder(s) shall provide a separate table for each wind farm.

Please list any assumptions put forth in the bid(s) price or critical information required by ABO Wind Canada Ltd. to complete the work.

Deliverable Cost should be summation of Field Assessment and Data Analysis and Reporting. Expenses/third party costs, if applicable, should be a representative subset of either Field Assessment and/or Data Analysis.

All meetings necessary to complete the tasks should be included in the scope of work.

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	<b>Deliverables (includes the necessary data analysis, reporting, and all time and materials)</b>	<b>Percentage of Total Price</b>	<b>Deliverable Cost</b>	<b>Level of Effort (total hours)</b>	<b>Portion of Total – Field Assessment (if applicable)</b>	<b>Portion of Total – Data Analysis &amp; Reporting (if applicable)</b>	<b>Expenses / third party fees (if applicable)</b>	<b>Unit Rate</b>	<b>Schedule to Complete</b>	<b>Comments</b>
<i>Ex:</i>	<i>Geotech Drilling</i>	<i>10%</i>	<i>\$15000</i>	<i>32</i>	<i>\$15,000</i>	<i>\$0</i>	<i>\$0</i>	<i>\$7,500</i>	<i>Sept 15 – Oct 15</i>	<i>Per WTG</i>
1	Project Management									
2	Safety Management									
3	Quality Management									
4	Geotechnical Eng & Reporting									
5	Geotechnical Drilling									
6	Material Testing									
7	Soil Thermal Resistivity Testing									
	<b>Total</b>	100%								

**Bidder(s) Representative**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Position: \_\_\_\_\_

*I have the ability to bind the corporation.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Position: \_\_\_\_\_

*I have the ability to bind the corporation.*

**Bidder(s) Contact Information**

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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## **APPENDIX C: .KMZ Files:**

### Come by Chance:

- Come By Chance Project Area.kmz

### Chance Cove:

- Chance Cove Project Area.kmz

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## **APPENDIX D: GEOLOGICAL & SITE RECONNAISSANCE REPORT**

### Desktop Geological Report:

#### Come by Chance:

- 101109004\_Final\_TM01\_REV1\_ABO Come By Chance Surficial Geology\_2023-03-21 stamped

#### Chance Cove:

- 101109004\_Final\_TM01\_REV1\_ABO Chance Cove Surficial Geology\_2023-03-21 stamped

### Come by Chance & Chance Cove Site Recon Report:

- 101109004\_Final\_R03 ABO Wind Site Reconnaissance Report\_Chance Cove\_Come by Chance\_2023-03-13

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