



PROPANE DEHYDROGENATION AND POLYPROPYLENE PRODUCTION PROJECT

REDWATER, ALBERTA - CANADA

Request for No. CKPC-056-INF-MSA ("RFP")

FOR

NAMEPI BRIDGE COSTRUCTION

INVITATION TO PROPONENTS

To Proponents:

The Canada Kuwait Petrochemical Limited Partnership (Owner) invites you (Proponent) to submit a Proposal for the provision of construction Services for the Namepi Bridge in support of the Propane Dehydrogenation and Polypropylene Product Project in accordance with the enclosed RFP Documents consisting of:

- 1.0 Invitation to Proponents;
- 2.0 Instructions to Proponents;
- 3.0 Exhibit A – RFP Acknowledgment;
- 4.0 Exhibit B – Proposal Form;
- 5.0 Exhibit C – Commercial Exceptions to Terms and Conditions;
- 6.0 Exhibit D – RFP Clarifications; and
- 7.0 Exhibit E - Contract Documents.
- 8.0 Exhibit F – Pricing Table
- 9.0 Exhibit G – Key Milestone Tables
- 10.0 Exhibit H – RFP Proposal Deliverables

The anticipated timetable for the RFP is as follows:

RFP Issue	<i>January 8, 2020</i>
Acknowledgement and Confirmation to Submit Proposal	<i>January 13, 2020</i>
RFP Meeting -Conference Call time TBD	<i>January 10, 2020</i>
Clarification Deadline	<i>January 16, 2020</i>
Last Addendum Issued by Owner	<i>N.A.</i>
Closing Time 14:00 p.m. MT Calgary, Alberta Canada	January 22, 2020
Award of Contract	<i>January 31, 2020</i>

All Proponents are required to submit their Proposals by the RFP Closing indicated above.

Proposals received later than the RFP Closing date may be rejected. Proponents to submit their Proposals in accordance to the terms of article 3.3 of this RFP.

Please acknowledge receipt of this RFP package by returning the RFP Acknowledgement attached as Exhibit A to this RFP no later than the Acknowledgement and Confirmation date above.

You may address any questions you have regarding this RFP to the undersigned at

Sincerely,

Kelly McCool
 Contract Manager Infrastructure
 Kelly.mccool@pembinapec.com

INSTRUCTIONS TO PROPONENTS

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INSTRUCTIONS TO PROPONENTS

1.0 INVITATION

1.1 Background and Purpose

Canada Kuwait Petrochemical Limited Partnership (the "Owner") intends to construct a world scale 550 kTa integrated propane dehydrogenation and polypropylene facility in Alberta (the "Project") and, in connection therewith, requiring the provision of certain engineering, procurement and construction services for the Project.

In anticipation of receiving this RFP, qualified Proponents previously signed and delivered a Mutual Non-Disclosure Agreement (the "NDA") to the Owner.

The purpose of this RFP is to invite those qualified Proponents to provide submissions as described in this RFP (a "**Proposal**") for the performance of construction Services for Namepi bridge for the Project.

1.2 Request for Proposals – Not a Tender

This RFP is not a tender, and the terms of this RFP will not define any "Contract A" as that term is known at law between the Owner and any party. A Proposal submitted in response to this RFP is, when received by the Owner, an offer to the Owner to perform the Work on the terms as described in this RFP and the Proposal. The Owner wishes to receive competitive Proposals for the performance of the Work, and reserves the full right to enter into negotiations with one or more Proponents who respond to this RFP with respect to any aspect of a Proponent's Proposal, including without limitation any design included as part of the Work, the terms and conditions of a Contract for the Work, and the price for the Work. This RFP does not commit the Owner in any way to select a Proponent, or to award any Contract, and the Owner reserves the complete right to at any time reject all Proposals and terminate this RFP process.

1.3 RFP Terms

The Owner is inviting Proponents to prepare and submit Proposals that are in accordance with the terms of this RFP, including all documents attached hereto. Failure to submit a Proposal in compliance with the requirements of this RFP may, in the Owner's sole discretion, result in a Proponent's disqualification or rejection of its Proposal. However, the Owner also reserves the right, in its sole discretion and in consideration of its own best interests, to accept and consider Proposals that vary from the terms of this RFP, including Proposals that are incomplete or submitted late.

1.4 Definitions

In this RFP, unless the context requires otherwise:

"**Addendum**" has the meaning set out in Section 3.6;

"**Claim**" has the meaning set out in Section 8.4(a);

"**Clarification Deadline**" means the date set forth in the anticipated timeline in the RFP in the Invitation to Proponents in this RFP package.

"**Closing Time**" has the meaning set out in Section 3.1;

"**Owner**" has the meaning set out in Section 1.1;

"**Contact Person**" has the meaning set out in Section 3.3;

“Contract” means the contract to be awarded to the successful Proponent pursuant to this RFP as defined and described in the Contract Documents;

“Contract Documents” has the meaning set out in Section 4.2;

“Instructions” means the instructions to Proponents as set out in this RFP;

“NDA” has the meaning set out in Section 1.1;

“PDH Project” has the meaning set out in Section 1.1;

“Proponent” has the meaning set out in Section 2.1;

“Proposal” has the meaning set out in Section 1.1;

“Proposal Form” has the meaning set out in Section 5.1;

“Proposal Price” has the meaning set out in Section 1.1

“RFP Documents” has the meaning set out in Section 4.1; and

“Work” has the meaning set out in the Contract.

Any words or phrases defined elsewhere in this RFP will have the particular meaning assigned to such words or phrases. Any word or phrase not defined in this RFP shall have the meaning to such word or phrase in the Contract Documents.

2.0 ELIGIBILITY TO PARTICIPATE

2.1 Eligible Parties

Only parties who have been invited by the Owner to submit a Proposal (each, a **“Proponent”**) may submit a Proposal.

A Proponent may submit a Proposal through an Affiliate, or may form a joint venture or partnership with one or more entities in order to submit a Proposal, and the following will apply:

- (a) If a Proponent intends to submit a Proposal through one of its Affiliates, then the Proponent should:
 - (i) guarantee the Proposal; and
 - (ii) provide all relevant information in respect of itself and such Affiliate, including as described in Exhibit B – Proposal Form.
- (b) If a Proponent intends to form a joint venture or partnership with one or more entities in order to submit a Proposal, then:
 - (i) the members of such joint venture or partnership should be jointly and severally liable for the Proposal; and

-
- (ii) the Proponent should provide all relevant information in respect of each member of such joint venture or partnership, including as described in Exhibit B – Proposal Form.

3.0 SUBMISSION INSTRUCTIONS

3.1 Closing Time

Proposals should be submitted as described in Section 5.1.

Proposals should be received at or before:

14:00:00 p.m. local time
Calgary, Alberta Canada
January 22, 2020

(the “**Closing Time**”).

3.2 Submittal Process

Proponents should submit Proposals as follows:

- (a) **Technical Proposal Section** shall be labeled “Technical” and submitted via email.
- (b) **Commercial Proposal Section** shall be labeled “Commercial” and submitted via email.
- Kelly.mccool@pembinapic.com**
- (c) Prepare all proposal documents in MS Word, MS Excel or Adobe Acrobat ‘pdf’ formats only;
- (d) Submit both the working version (MS Word or MS Excel) for all commercial proposal requirements as shown in Exhibit B, as well as ‘pdf’ versions for each;
- (e) Use file compression programs such as “WinZip” to group and compress files prior to uploading;
- (f) Use alpha-numeric sequencing in the saved-as titles with reference to the proposal submission requirement numbering, that also arrange the proposal documents in proper order;
- (g) Limit compressed files to 10 MB or less; and
- (h) Print the RFP Acknowledgement (Exhibit A) letter for signature by a duly authorized representative, then scan as a ‘pdf’ file for uploading.
- (i) Proponent to provide a response to all of the items requested in Exhibit B – Proposal Form, as indicated in the Form of Proposal Instructions. Additionally, the Proponent shall provide separate supporting documents or files as requested, including those items listed in Schedule H – RFP Proposal Deliverables.

3.3 Contact Person

The following person is the “**Contact Person**” for this RFP:

Name:	Kelly McCool
Title:	Contract Manager Infrastructure
Email:	Kelly.mccool@pembinapec.com
Phone:	403-648-5510

3.4 Enquiries and Responses

All enquiries regarding this RFP should be directed, by e-mail, solely to the Contact Person, by the Clarification Deadline set out in the anticipated timeline listed in the Invitation to Proponents attached at the beginning of this RFP package.

Any request for clarification or additional information concerning this RFP shall be submitted by the Proponent to Owner, on the form included as Exhibit D – RFP Clarification Form - to this RFP.

Owner's responses to Proponent's requests for clarification or additional information will be provided to all Proponents, excepting content that is of a proprietary nature to any one Proponent or revealing of any competitive advantage or Alternate proposal Proponent is contemplating.

3.5 Electronic Transmission

The Owner does not assume any risk or responsibility or liability whatsoever, including in contract or tort (including negligence), to any person with respect to any electronic transmission, including without limitation as to whether an electronic transmission or communication is received by the Owner in its entirety or within any time limit specified by this RFP.

3.6 Addenda

The Owner may, in its sole and absolute discretion, through the Contact Person, amend this RFP at any time by issuing a written addendum (an “**Addendum**”). Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries under Section 3.4, will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Owner is authorized to amend or clarify this RFP. It is the responsibility of each Proponent to ensure that it has received all issued Addenda.

3.7 Validity Period

The Owner is inviting Proposals, including any prices that are included in a Proposal, that will be an offer which is valid and available to the Owner, and which the Proponent will not withdraw or amend except on invitation of the Owner, for 180 calendar days after the Closing Time.

3.8 Language

All Proposals should be in English.

4.0 RFP DOCUMENTS AND CONTRACT DOCUMENTS

4.1 RFP Documents

The “**RFP Documents**” are as follows:

- (i) Invitation to Proponents;
- (ii) Instructions to Proponents;
- (iii) Exhibit A – RFP Acknowledgment;
- (iv) Exhibit B – Proposal Form;
- (v) Exhibit C – Alternative Proposal(s) Form;
- (vi) Exhibit D – RFP Clarifications; and
- (vii) Exhibit E - Contract Documents.
- (viii) Exhibit F – Pricing Table
- (ix) Exhibit G – Key Milestone Dates Table
- (x) Exhibit H – RFP Proposal Deliverables

4.2 Contract Documents

The “**Contract Documents**”, a listing of which is attached to this RFP as Exhibit E – Contract Documents.

4.3 Availability of RFP Documents

All RFP Documents (as amended or supplemented by issued Addenda) and Reference Information, if any, relating to this RFP will be sent via email with read receipt. It is the sole responsibility of a Proponent to ensure it has received all RFP Documents before submitting a Proposal.

4.4 Completeness of RFP Documents

Proponents are responsible to review the RFP Documents to verify they are complete and should immediately notify the Contact Person, in writing, if the RFP Documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities, errors or omissions.

5.0 PROPOSAL FORM

5.1 Proposal Form

Proposals should be submitted following the format attached as Exhibit B – Proposal Form to this RFP (the “**Proposal Form**”), which should be completed to provide all the information as requested on the Proposal Form or as otherwise required by this RFP.

5.2 Proposal Price

The price(s) set out in the completed Proposal Form should represent the entire cost to the Owner for the complete performance of the Work, exclusive only of Canadian Goods and Services Tax (“**GST**”). The aggregate of such prices (based on applicable unit prices, lump sum prices and other forms of pricing as indicated on the Proposal Form, and including options or alternates, if any) (collectively, the “**Proposal Price**”) will be the Proponent’s total price for the complete performance of all the Work. The Proposal Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the Work, including all items which, while not specifically listed, are included in the Work specifically or by necessary inference from the Contract Documents;
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Proponent’s profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the Work.

The Owner expects to structure payments under the Contract with application of the holdback under the *Builders Lien Act* (Alberta), subject to certain conditions. The Proponent should submit the Proposal Price on this basis.

The Proponent should provide a fixed lump-sum price, in Canadian dollars, that is not subject to escalation.

5.3 Exceptions

A compliant proposal shall not contain any exceptions to the technical or commercial aspects of the Contract Documents. Proponent will in its Proposal state all assumptions on which its Proposal is based and the Proposal Price will assume all costs, risks and contingencies associated with a compliant proposal.

Any exceptions to the Contract Documents will only be considered if submitted as an alternative proposal as indicated in 5.4 herein.

5.4 Alternative Proposal

Proponent may submit alternatives to the technical specification, Work Schedule, or commercial requirements, although such alternatives should be in addition to, and priced separately from, the proposal conforming to Owner’s specifications and technical requirements specified in the Contract Documents. Proponent should in its Proposal state all assumptions on which its Proposal is based, including any exceptions to any term of this RFP or the Contract Documents, and provide clarifications as necessary to explain its Proposal, in the form set out in Exhibit C – Alternative Proposal(s) Form to this RFP

5.5 Sufficient Detail

Descriptions of all Work quoted should be provided in sufficient detail for the Owner to evaluate the Proposal and equalize bids. Where applicable, trade names, sizes, weights, dimensions, quantities, catalog references and similar information should be provided.

6.0 INFORMATIONAL MEETINGS

6.1 Informational Meetings

The Owner may, at its election, hold informational meetings. If the Owner decides to hold an informational meeting, then the Contact Person will issue a written notice to Proponents with details regarding such meeting or visit. Attendance at a meeting will be at the discretion of the Proponents, but Proponents who do not attend will be deemed to have received all of the information made available to attendees.

7.0 PROPOSAL EVALUATION AND AWARD

7.1 Evaluation Criteria

The Owner will compare and evaluate the Proposals to identify the Proposal which the Owner, in its sole and absolute discretion, judges to be the most advantageous to the Owner, including by applying the following evaluation criteria in no order: cost, execution plan, team, past experience and use of local resources.

7.2 Evaluation Process

To assist in the evaluation of Proposals, the Owner may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Proponent, and any subcontractors proposed in the Proposal, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Proposals;
- (b) seek clarification or additional information from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals; and
- (c) request interviews/presentations with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals.

7.3 Detailed Evaluations

In conducting an evaluation, the Owner will not be required to complete a detailed evaluation of all Proposals and may, after completing a preliminary review of all Proposals, identify and drop from any detailed evaluation any Proposal which the Owner judges for any reason to not be in contention to be selected as the Proposal of the preferred Proponent when compared to the other Proposals.

7.4 Short-Listing

The Owner may, at its election, identify a short-list of Proponents from the Proponents that submit Proposals, and proceed with negotiations and other steps (concurrently, serially or otherwise) with those short-listed Proponents as the Owner may decide, including the submission of amended Proposals and prices. The Owner may, at its election, enter into negotiations with more than one Proponent simultaneously.

7.5 Reservation of Rights

The Owner reserves the right, in its sole and absolute discretion, to:

- (a) at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the Work in some other manner, including undertaking another procurement process for the same or similar scope of the Work;
- (b) select a Proposal which does not have the lowest Proposal Price;
- (c) award separate Contracts for portions of the Work, including with respect to one or more payment items; or
- (d) award a Contract related to this RFP to multiple Proponents.

8.0 MISCELLANEOUS CONDITIONS

8.1 Ownership of Proposals

Upon delivery to the Owner, all clarifications and other submissions by Proponents, and all Proposals (and all their contents) become the property of the Owner and will not be returned to the Proponents except as the Owner, in its sole and absolute discretion, may determine.

8.2 No Obligation to Proceed

Nothing in this RFP will be interpreted as committing the Owner in any way to award a Contract.

8.3 Cost of Preparing a Proposal

Each Proponent is solely responsible for its own costs and expenses incurred in preparing and submitting its Proposal and for participating in this procurement process, including for any meetings, due diligence, negotiations or discussions with the Owner or the Owner's representatives and consultants, relating to or arising from this RFP.

8.4 No Claims

Each Proponent, by submitting a Proposal, acknowledges that:

- (a) it has no right to bring any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence) or otherwise (a "**Claim**") against the Owner, its Affiliates, or any of their respective employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation incurred by the Proponent in preparing its Proposal for any matter relating directly or indirectly to this RFP (including in the event that the Owner rejects or disqualifies or for any other reason fails to accept a Proposal, or accepts a Proposal that is not prepared in accordance with this RFP);
- (b) it has no Claim against the Owner, its Affiliates and their respective employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no contract is entered into for the Work between the Proponent and the Owner for any reason whatsoever, including in the event that the Owner rejects or disqualifies or for any other reason

fails to accept a Proposal, or accepts a Proposal that is not prepared in accordance with this RFP; and

- (c) the Owner, its Affiliates, or any of their respective employees, directors, officers, advisors or representatives, or any one of them, is not liable to any person or entity for any claim, loss or liability arising from the use of any information contained in the RFP or otherwise provided during the RFP process.

If a Proponent takes exception to this Section 8.4, then it should in accordance with Section 5.3 set out that exception in its Proposal. The Owner will in accordance with the terms of this RFP consider that exception in evaluating the Proposal.

8.5 No Representation or Warranty

A Proponent has the responsibility to investigate every condition that affects the preparation of a Proposal (including whether a Proponent lacks any information it considers necessary for the preparation of a Proposal), based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by or on behalf of the Owner, the Contact Person or any advisor to the Owner, other than the information contained in this RFP. By submitting a Proposal, a Proponent will be deemed to have undertaken any required investigation and satisfied itself and taken account of each such condition in the preparation of its Proposal.

If a Proponent takes exception to the first paragraph of this Section 8.5, then it should in accordance with Section 5.3 set out that exception in its Proposal. The Owner will in accordance with the terms of this RFP consider that exception in evaluating the Proposal.

8.6 Use of RFP Documents

No person may, without the express prior written consent of the Owner, use, copy or disclose any information contained in the RFP Documents for any purpose other than for the purpose of preparing a Proposal. Owner reserves the right to request unsuccessful Proponents return or destroy the RFP Documents.

8.7 Confidentiality

Further to the obligations agreed to by Proponents under the Confidentiality Agreement executed by each of them in anticipation of receiving this RFP, Proponents shall not disclose to any party, nor issue any public statement or news release any information pertaining to the RFP, including its existence, without the prior written consent of the Owner, nor shall any Proponent use the names, logos or trademarks of the Owner (or any of its Affiliates) in its promotional materials or advertising without the Owner's prior written consent.

Furthermore, pursuant to the NDA, Proponents shall take all reasonable precautions to maintain the confidentiality of all material, data, information, or any item in any form, whether in electronic or hard copy format, supplied by or obtained from the Owner or otherwise acquired in connection with the RFP process.

8.8 Conflict of Interest

Proponents should disclose any potential conflicts of interest and existing business relationships they may have with the Owner, its Affiliates or their respective competitors. The Owner may reject a Proposal

from any Proponent that the Owner judges would be in a conflict of interest if the Proponent is awarded the Contract.

8.9 No Collusion or Solicitation

By submitting a Proposal, the Proponent, for and on behalf of the Proponent and the Proponent's team, represents and confirms to the Owner that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a Proposal.

No Proponent may make any representations, solicitations or other communications to any elected or appointed official, or any director, officer or employee of the Owner, its Affiliates, with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this Section 8.9, then the Owner may, in its sole and absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

8.10 Legal Advisor

By submitting a Proposal, the Proponent expressly consents to King & Spalding LLP representing and continuing to represent the Owner for all matters in relation to this RFP and the Contract, including any matter that is adverse to the Proponent, despite any information of the Proponent and any solicitor-client relationship that the Proponent may have had, or may have, with King & Spalding LLP in relation to matters other than this RFP and the Contract. This Section is not intended to waive any of the Proponent's rights of confidentiality or solicitor-client privilege. The Owner reserves the right at any time to waive any provision of this Section.

EXHIBIT A – RFP ACKNOWLEDGEMENT

TO BE RETURNED VIA EMAIL BY JANUARY 13, 2020 – 2:00 P.M (CALGARY TIME).

Canada Kuwait Petrochemical Corporation
8th Floor, 801-6th Ave S.W. Calgary, Alberta T2P 2W2
Email: Kelly.mccool@pembinapic.com

Attn: Kelly McCool

RE: RFP No. CKPC-056-INF-MSA

FROM: _____

- ☐ **YES** We will submit a proposal
- ☐ **NO** We will not submit a proposal and we will return or destroy all documentation

The following person is the Proponent's **contact person** for this RFP:

Name: •
Title: •
Email: •
Phone: •

The undersigned hereby acknowledges and accepts that the contents of the RFP and all correspondence relating thereto are confidential and should be held in strict confidence and should not be used by the undersigned for any other purpose than to respond to this RFP, the RFP does not constitute an agreement between Owner and the undersigned and is intended for the provision of information only.

Dated this ____ day of _____, 20__.

PROPONENT'S COMPANY NAME

SIGNATURE

NAME AND TITLE

EXHIBIT B – PROPOSAL FORM

Form of Proposal Instructions

- (a) In accordance to section 5.1 of the Instructions to Proponents, the Proponent's Proposal will provide the information requested in this Exhibit in a structure which reflects the Table of Contents of Exhibit B – Proposal Form. Each section should be provided as a separate file (in both a native and pdf file format).
- (b) Proponent's Proposal will contain at a minimum, the information requested in all the sections in this Exhibit. Proponent may provide additional material as they deem necessary. The Proponent's can choose how to divide and label this additional material and include it in the applicable section or add an additional section if otherwise required.
- (c) See Exhibit H for a listing of the individual documents required to support the Form of Proposal responses.
- (d) Where draft plans are required, it is understood that they will not be as complete as the plans contributing to the Construction Execution Plan ("CEP") provided by the successful Proponent post-Contract award. However, it is expected the draft CEP will contain sufficient detail that clearly indicates how the Proponent will plan, manage and execute all aspects, locations and phases of the Work in a controlled manner in the format representative of the post-Contract award CEP. To avoid repetition, wherever information contained in the plans are also requested elsewhere in the sections, the Proponent need only respond in the first instance and refer to this response citing the appropriate reference.
- (e) See section 3.0 of the Instructions to Proponents for additional submission details.

1.0 Commercial

1.1 Pricing

The Proponent will provide pricing in their Proposal in accordance to: section 5.2. The fixed price amount ("Proposal Price") for the Work as described in Schedule B – Scope of Work shall be submitted in:

- All Canadian dollars ("CAD");
- The Proposal Price amount will be provided by the Proponent broken down by the categories listed in the Fixed Price Compensation Table.

FIXED PRICE COMPENSATION TABLE (Attachment R3- Fixed Price Compensation Table¹) XL Table included

Fixed Price Compensation Table

Fixed Price ID	Unit	Description	UOM	Lump Sum Price
1.1	1	Mobilization and establishment of site indirects (AT GCS 1.2.13)	EA	\$ -
1.2	1	Clean-up, demobilization and final deliverables	EA	\$ -
Mob/Demob and Final Deliverables Subtotal			1	\$ -
2.1	1	Traffic Accomodation (HCS 7.1.12) (HCS 7.1.15)	EA	\$ -
2.2	1	Water Control (SOW Special Provisions)	EA	\$ -
2.3	1	Other (provide details)	EA	\$ -
Construction Indirects Subtotal			1	\$ -
3.1	1	Excavation (Headslopes) (HCS 3.16.6)	EA	\$ -
3.2	1	Remove and Dispose Existing Timber Bracing (SOW Special Provisions)	EA	\$ -
3.3	15	Preparation of Timber Piles (SOW Special Provisions)	EA	\$ -
3.4	7	Structural Steel - Supply and Fabricate (SOW Special Provisions)	Tonne	\$ -
3.5	1	Structural Steel Installation (SOW Special Provisions)	EA	\$ -
3.6	25	RipRap (Class 1) (BCS 20.6.2)	m3	\$ -
3.7	2200	Bird Netting (SOW Special Provisions)	m2	
3.8	1	Any other Professional Services (provide details)	EA	\$ -
Construction Subtotal			1	\$ -
4.1	1	Engineering	EA	\$ -
4.2	1	Other (provide details)	EA	\$ -
Engineering			1	\$ -
TOTAL FIXED PRICE			CAD	\$ -

The fixed price amount will be the total compensation the Contractor will receive for the Work (*Proposal Price*) in accordance to the terms and conditions of the Contract.

1.2 Additional Work

The Proponent will provide additional pricing for the Work that will apply to Owner approved Change Orders only, in accordance to Contract Documents. This pricing provided will consist of rates:

(a) Unit Rates

Unit rates will be provided by the Proponent in accordance to Schedule C – Compensation, section 5.0 Rates for Additional Work and in the format provided in Schedule C – Appendix C3 (Unit Rate Dictionary) and Appendix C5 (Unit Rate Tables).

Unit rates will be all inclusive, and as such shall include but not limited to all costs for labour, materials, equipment, fuel, maintenance, overhead, mark-up and profit.

UNIT RATE PRICE TABLE (Attachment R5 Unit Rates) XL Table Included

UNIT RATE TABLE			
*Proponent to Provide			
Item Reference	Description	Unit of Measure	Rate

(b) Force Account Rates

Force Account rates will be provided by the Proponent in accordance to Schedule C – Compensation, section 5.0 Rates for Additional Work in the format provided in Schedule C – Appendix C4 (Force Account Rates).

DIRECT LABOUR RATES PRICE TABLE (Attachment R6 Direct Labour Rates) XL Table Included

DAY SHIFT - STANDARD	CLASSIFICATION	TOTAL RATE	BASE RATE	TOTAL UNION ASSESSMENTS	OTHER	OVERHEAD	PROFIT	TOTAL CONTRACTOR BURDENS	TOTAL GOVERNMENT ASSESSMENTS

EQUIPMENT RATES PRICE TABLE (Attachment R7 Direct Equipment Rates) XL Table Included

CLASSIFICATION	HOURLY RATE	DAY RATE	WEEK RATE	MONTH RATE
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ENGINEERING RATES PRICE TABLE (Attachment R8 Engineering Rates) XL Table Included

Type of Employment	Type of Service	Classification	Job Title	Overtime	Base Rate		Multiplier	ODC	All-Inclusive Rate		Overtime Rate	
					Min	Max			Min	Max	Min	Max
							1.XX	\$X				
									\$ -	\$ -		

1.3 Progress Payments

Progress payments will be based on the percent completion of the Work as set forth in Schedule C. Contractor shall provide sufficient proof of completion or that the work completed is physically identifiable.

2.0 Organization

2.1 Company Information

- (a) State the legal name and registered address of the organisation submitting the Proposal, should a Contract be awarded.
- (b) Provide details of the financial and authoritative relationship that are in existence or are proposed with any parent company, Affiliate, related or holding company that will participate in or perform any part of the Work. Such details must include information on the services these companies will provide and the location at which these services will be carried out.
- (c) Organization charts: Submit proposed Organisation charts for all phases and locations of the Work identifying each position and personnel nominated for that position. The charts must clearly show lines of responsibility, authority, communication and specifically identify the Key Personnel positions and also one level below each Key Personnel position. These shall include, but not be limited to:
 - (i) Charts showing the Proponent's Project Management Organisation.
 - (ii) Charts showing the Proponent's and major Sub Proponent's proposed project organisations for all locations and phases of the Work, including engineering, detailed design, procurement and construction. Chart must show position identifier, names of

personnel nominated for that position, lines of authority and communications within the project and the relationship within the Proponent's organisation.

- (iii) The Proponent's organisation charts shall include descriptions of the roles and responsibilities of all proposed positions noted above.
- (iv) The Organisation chart shall specifically show responsibilities for HSSE and quality control.

2.2 Key Personnel

- (a) Propose the primary and an alternative nominee for the position of Project Manager, listing years of experience in managing similar projects, their deputy and the proposed "sponsor" at senior corporate level providing the following details for the nominated personnel (The Owner reserves the right to interview the candidates for the positions of Key Personnel):
 - (i) Name
 - (ii) Position
 - (iii) Curriculum vitae (CV)
- (b) Propose its primary and an alternative nominee for the positions below, reporting directly to the Project Manager.

<u>TITLE</u>	<u>KEY PERSONNEL NAME</u>
Project Manager	
Construction Manager(s)	
Quality Manager	
Safety Manager	

- (c) In addition, Proponent shall submit the following documents in relation to its proposed Key Personnel:
 - (i) A brief job description for each position;
 - (ii) CVs of the proposed Key Personnel, including their relevant project experience in executing projects with similar scopes of work and complexity;
 - (iii) Any other relevant documents.

-
- (d) Confirm that the Key Personnel will be available and can be mobilised to commence the work within two (2) weeks from the Notice to Proceed Date or date of commencement of the relevant part of the Work for which these personnel have been nominated.

2.3 Consortium / Joint Venture Proposals and Declaration

- (a) Where Proponent is a Consortium / Joint Venture or intends to form a Consortium / Joint Venture either with a local or international company for the purposes of performing the Work, the Proponent shall submit all details available about the existing or proposed venture.
- (b) Proponent shall submit to Owner a power of attorney for the authorised manager, signed by each of the Joint Venture / Consortium member's authorised representative duly attested by a Notary Public to confirm the signature(s) thereon.
- (c) Proponent shall submit a copy of the Joint Venture / Consortium document that has been entered into or is proposed to be entered into. In addition, the Joint Venture / Consortium members shall sign a statement giving a declaration and information to the following effect:
- (i) That the Joint Venture / Consortium members shall be jointly and severally liable for the execution of the Work in accordance with the Contract.
 - (ii) That if any Joint Venture / Consortium member goes into receivership / liquidation or ceases being a member of the Joint Venture / Consortium the remaining members shall be fully obligated to perform and complete the Work, and shall be fully empowered to use all equipment furnished by any Joint Venture / Consortium member (including any member that has ceased to be part of the Joint Venture / Consortium during the period of the Work) for the purposes of performing and completing the Work and shall be entitled to have any subcontracts assigned to them.
 - (iii) The interest and proportion of the Work (expressed as a percentage) of each of the Joint Venture / Consortium members.
 - (iv) The Joint Venture / Consortium member and name of contact who shall act as Manager of the Joint Venture / Consortium and who, as Manager, is authorised to enter into contractual relations with third parties, to effect and receive all payments under the Contract, to receive and act upon instructions from Owner, to incur liabilities and to settle disputes on behalf of the Joint Venture / Consortium.
 - (v) That this declaration takes precedence over anything contained in the Joint Venture / Consortium document.
 - (vi) That the structure and membership of the Joint Venture / Consortium shall be maintained throughout the validity period of the Proposal and, for the successful Joint Venture / Consortium, throughout the duration of the Contract.
- (d) The foregoing Joint Venture / Consortium document, declaration and the Power of Attorney shall be completed and returned with the Proposal.

2.4 Employee and Industrial Relations

- (a) Describe the labour affiliations of the work force and that of the Subcontractors, and collective bargaining agreements applicable to the Work.

-
- (b) The Proponent will prepare a Local Involvement Plan, which will provide a narrative describing their methodology to engage and develop participation with local and/or aboriginal businesses in the role of subcontractor or supplier. Include the Work which is intended to be subcontracted to aboriginal businesses or local businesses, including the anticipated value of such Work and a proposed bid list.

2.5 Financial Statements

- (a) Proponent to disclose any material litigation they are involved in or other actions, claims or suits to which they are a party.

3.0 Project Execution Plan

3.1 Project Execution Plan

The Proponent will prepare a Project Execution Plan in accordance with the Scope of Work and include the following items listed below.

3.2 General

- (a) Proponent to demonstrate that it understands the Scope of Work as presented and can perform the construction Services required to complete the Work.
- (b) Provide a detailed narrative describing Proponents execution strategy from mobilization, through material purchasing and management, construction, and demobilization, in alignment with Schedule N – Project Management. This execution plan shall, as a minimum, cover the following subjects:
- (i) detailed methods of performing the work, including the sequence and approximate volumes of the varying stages of Work, where the execution strategy should include a plan to meet the schedule requirements for this Work;
 - (ii) plan to clearly indicate what Work can be completed prior to onset of winter conditions;
 - (iii) quantity tracking methodology for baselining and progressing;
 - (iv) water management plan including surface runoff and drainage control applicable for all stages of construction;
 - (v) project procedures and software to be employed;
 - (vi) management of suppliers and lower-tier subcontractor;
 - (vii) use and coordination of subcontractors; and
 - (viii) site labour plan, including source locations for craft labour, and transportation.

3.3 Mobilization, De-mobilization & Close-Out

- (a) Propose a draft Project Site mobilization plan, addressing the following:

-
- (i) Mobilization schedule for all phases of the Work;
 - (ii) Organisation during the mobilisation period, including a description of the means to recruit and on-board Proponent Personnel for the Work;
 - (iii) Plans, detailed descriptions and specifications for all Worksite facilities to be provided for the Proponent Personnel;
 - (iv) Key activities to be undertaken and deliverables produced during the mobilisation period;
 - (v) Key interface meetings / workshops required to establish Owner / Proponent relationship;
 - (vi) Personnel to relocate to the project site are clearly identified and adequate to ensure continuity.
- (b) Propose a draft demobilisation plan, addressing the following:
- (i) Programme for demobilisation upon Completion of the Work;
 - (ii) a narrative that addresses the key demobilisation principles and strategies to demobilise temporary facilities, personnel, construction equipment, treatment of surplus materials and Worksite clearance, restoration and handover to Owner upon Completion of the Work.
- (c) Draft close-out and transfer of all deliverables to Owner, structure of Proponent's close-out team to ensure all issues are addressed and closed-out and the required information is transferred to the Owner in accordance with the Contract.

4.0 Procurement and Contracting

4.1 Project Procurement and Subcontracting Management Plan

The Proponent will prepare a Procurement and Subcontracting Management Plan and include the following items listed below.

4.2 Logistics

- (a) Proponent shall provide a Project Logistics Plan identifying how it will supply materials and equipment to the Work Site. This plan shall include as a minimum:
- (i) Freight Forwarding Plan and Freight Tonnes Estimate;
 - (ii) Logistics Infrastructure Planning;
 - (iii) Statement on use of the Project off-loading facilities with respect to;
 - (a) suitability for import of all project materials and equipment;
 - (b) interfacing with port authorities (permits, access, planning);
 - (c) anticipated usage, - histogram showing anticipated type and number of vessels.

-
- (iv) Assessment of shipping methods and routes from anticipated supply centres (including heavy lift shipping);
 - (v) Use of road infrastructure for equipment, materials and personnel within the site (traffic management plan);
 - (vi) Assessment of the other port facilities for import of materials and equipment including interfacing with relevant port authorities;
 - (vii) Method of road transport from ports lay down areas to the work site including assessment of suitability of current road infrastructure and other potential hazards;
 - (viii) Potential alternatives for import of material and equipment;
 - (ix) Use of specialist logistic subcontractor(s) (specialist freight forwarders);
 - (x) Catalyst & chemicals transport, handling, storage and loading plan.
- (b) Proponent shall provide details regarding how and on what materials it intends to utilise track and trace technology during construction.
 - (c) Proponent shall advise how it intends to facilitate customs clearance of materials and equipment including provision of bonded areas, facilities for customs personnel, witnessing by Authorities, etc.
 - (d) Provide the proposed short list of freight forwarding / customs clearance agents along with a description of their role and responsibility.
 - (e) Supply a listing of all documentation required for import and export of equipment and materials into and out of Canada and explain the extent to which clearance can be obtained outside of Canada.

5.0 Interface Management

5.1 Permits, Licenses and Approvals

- (a) Identify dates and provide details of all required permits, licenses, certificates and approvals from local, regional and national authorities to perform the Work. Proponent shall detail in the format outlined in the Table below the permits, licences, approvals and consents that any company is required to hold under Canadian legislation in order to legally execute each part of the Work together with confirmation that it holds all such permits, licences, approvals and consents and/or how it proposes to obtain the permits, licences, approvals and consents that it does not currently hold and the timeframe involved in obtaining these. Identify dates and provide details of all approvals and permits it will need to obtain for the completed Work before handover to Owner.

Documents required to operate in Canada	Documents held by Proponent	Lead-time needed to obtain documents not held by Proponent, but required
<i>Proponent to list</i>	<i>Proponent to list</i>	<i>Proponent to list</i>
1	1	1

2	2	2
3	3	3
etc.	etc.	etc.

Permits, Licenses, Approvals, and Consents (Proposal to specify) required to execute the Work	Permits, Licenses, Approvals, and Consents held by Proponent	Lead-time needed to obtain licenses etc. not held by Proponent, but required
<i>Proponent to list</i>	<i>Proponent to list</i>	<i>Proponent to list</i>
1	1	1
2	2	2
3	3	3
etc.	etc.	etc.

(b) Proponent shall provide the following:

- (i) A Permits, Licences and Approvals Execution Plan clearly demonstrating how all necessary Regulatory Authority permits, licenses, approvals, consents, certificates etc. will be obtained and documentation to be prepared and approvals obtained for it as required for the Contract scope. The execution plan must address matters such as interface management with all relevant parties, progress management and control and contingency proposals. In addition, the plan must identify how Proponent proposes to carry out detailed monitoring and reporting.
- (ii) Details of any Licences, Permits and Approvals activities/deliverables Proponent requires Owner to execute. For any such additional activities/deliverables Proponent shall clearly state its reasons for making such request.

6.0 Project Controls

6.1 Project Controls Management Plan

The Proponent will prepare a Project Controls Management Plan in accordance with Schedule O -Project Controls and include the following items listed below.

6.2 Schedule & Progress:

- (a) Provide a Level-1 Schedule for the Work reflecting the requirements of the Contract and taking full consideration of the Schedule of Key Dates. The Level-1 Schedule shall show in sufficient detail the logical sequence, relation and duration of the Work and illustrate Proponent's strategy for achieving Final Completion dates. Such Program Schedule shall be submitted in native electronic format.
- (b) If the Proponent submits an Alternate Proposal that deviates from the Schedule Key Dates, the Proponent shall include a Level-1 Schedule which supports such Alternate Proposal.

-
- (c) Proponent shall also develop a Level II, that demonstrates Proponent's ability to execute the Work. The schedule must include the following:
- (i) Sufficient activities to fully represent the Work. Include activities for each Level 3 WBS area;
 - (ii) Duration for each of the activities in calendar days with resources to execute the Work;
 - (iii) Early and late start/ finish dates for each activity;
 - (iv) Details of activity, logic relationships between activities and duration of entire Work and illustration of strategy for achieving the Key Milestone Dates;
 - (v) Identification of the critical path(s);
 - (vi) A narrative Basis of Schedule document describing, as a minimum, the critical path, assumptions (engineering, procurement, fabrication, and construction), risks and opportunities;
 - (vii) A tabulation showing the critical and near sub-critical path activities including as a minimum the activity description, envisaged duration, free float (if any) and the total float of the string of critical/near-critical sub-critical activities;
 - (viii) Procurement (pre-award and post award) including fabrication and delivery times for major and/or critical equipment and modules;
 - (ix) Statutory and other holidays;
 - (x) Productivity values for major restraints such as the weather and mitigating measures to safeguard the Schedule;
 - (xi) Working hours and days and the logistics plan for the movement of labour to/from the Project Site;
 - (xii) Subcontractor activities and the anticipated award dates for the Major Subcontracts.
 - (xiii) Submitted in native electronic format to understand the underlying logic.
- (d) Indicate the float and allowances as per experience from similar projects and highlight potential problems and high-risk areas.
- (e) Provide manpower histograms for all phases and locations (engineering, procurement, fabrication, and construction) and direct/indirect, discipline and trade.
- (f) Provide the quantities used by Proponent as the basis for the Level II.
- (g) Provide curves demonstrating the phasing of installation of quantities over time based on the Level II.
- (h) Establish the Progress and Value of Work Done ("VOWD") curves. including:

-
- (i) Physical progress curves for the entire Work and individually for engineering, procurement, fabrication, construction, and pre-commissioning activities, based on the Level II.
 - (ii) Further detailed procurement progress based on (for example): commitments, arrival at Project Site, and available for construction/erection.
- (i) Provide an overview and describe methodology for measuring and monitoring actual progress against the progress curves and commit to include forecast (to complete) progress curves in the reporting system for every reporting cycle.
 - (j) Provide sample reports and format for reporting which Proponent intends to use to meet planning and scheduling requirements stipulated in the RFP.

6.3 Software Systems & Tools

- (a) Provide a typical sample report for progress and cost reporting that Proponent proposes to use to meet the requirements stipulated in the RFP.
- (b) Provide information on the software currently employed by your organization for planning, progress measurement, cost control, change control and reporting.
- (c) Provide information on previous projects using the systems described above; include your experience of them and any improvements planned for implementation for this Contract.

6.4 Cost Management

- (a) Provide monthly cost report template with column heading definitions Proponent plans to use to meet the requirements stipulated in the RFP.
- (b) Provide template for monthly incurred cost, cost flow forecast and detail description of methodology.
- (c) Describe cost and change management system and tools identifying compatibility with other cost and financial systems.
- (d) Provide CBS code structure with definitions and demonstrate mapping capability to Owner CBS codes.
- (e) Provide invoice template, plan and workflow typically utilized by the Proponent.

6.5 Change Management

- (a) Provide template for change management log.
- (b) Provide Change Management plan including change management work flow, template, DOA and approval process.

6.6 General

- (a) Describe your Project Controls organization roles & responsibilities including limits of authority.

-
- (b) Describe Project Controls depth of experience on similar projects.
 - (c) Provide details of Proponent's risk identification and management process and how it has been applied on similar projects. Describe risk management software employed and how are risks quantified.
 - (d) Provide a Table of Contents for a typical close out report upon project completion.

7.0 Information Management

7.1 Project Information Management Plan

The Proponent will prepare an Information Management Plan and include the following items listed below.

7.2 General

- (a) Proponent shall provide a description of Proponent's Information Management (IM) organization, including a brief description of the IM organisation Proponent proposes to put in place to adequately meet the IM requirements of the Contract.
- (b) Regarding the Proponents responsibility for the control, retention, storage and handover of all information related to the Work, describe:
 - (i) how and in what formats electronic documents and metadata are stored and how they are proposed to be easily migrated to the Owner's target applications;
 - (ii) the process for document distribution, review and approval within Proponent's organization. This shall include details of the process for Owner's review and comment of deliverables, and documents generated by, for example, Sub-Proponents.
 - (iii) details of processes in place to comply with Owner's requirements for document confidentiality and export compliance.
 - (iv) details of how hardcopy documents, especially original signed records, will be stored, controlled and handed over to Owner.
 - (v) how Proponent will ensure compliance to the requirements in relation to As-Builts, Native Files, Translations, Hardcopies and other types of information for the Work.
 - (vi) how they intend to collect and manage Owner data requirements, focusing on ensuring data quality and consistency.
- (c) Proponent shall provide examples from previous projects of:
 - (i) document, a drawing and a transmittal produced for a previous project.
 - (ii) document numbering conventions used corporately or on previous projects.
 - (iii) a Master Document Register (MDR) developed during a previous project. In addition, Proponent shall explain to what extent Proponent's organization uses the MDR to plan the issue of deliverables.

-
- (iv) data handover performed on previous projects if applicable.
 - (v) how Proponent has managed the handover of information (electronic and hardcopy) on previous projects.
 - (d) Proponent to describe in detail their experience:
 - (i) in organizing electronic and hardcopy deliverables for use by Owner site operational teams at Engineering and Mechanical completions.
 - (ii) in use of an Electronic Document Management System (EDMS) including details of the system, how long it has been in use and security controls and measures taken to back up the information in the system.

8.0 Quality Management

8.1 Project Quality Management Plan

The Proponent will prepare a Project Quality Management Plan and include the following items listed below.

8.2 Organization

- (a) Submit a proposed Proponent's Organisation Structure, for the Work covering the Quality Assurance, Quality Control, Quality Fabrication Off-Site and Quality Construction Functions.
- (b) Proponent to propose a quality organisation which can effectively deliver the Contract's quality requirements and shows a logical division between field and home office responsibilities.

8.3 Accreditation

- (a) Proponent must submit its ISO 9001:2015 certification as noted in (i) through (v):
 - (i) Certification/Registration certificate shall be applicable to the offices/locations executing the Work and show the scope of certification per each location;
 - (ii) Certificate must be valid and be issued by a registrar accredited by International Accreditation Forum ("IAF");
 - (iii) Proponent shall submit its current Quality Manual in full. If Proponent is ISO 9001:2015 Certified/Registered, the Table of Contents ("TOC") of this manual is sufficient;
 - (iv) Proponent shall provide confirmation of the certification status of any proposed Sub-Proponents;
 - (v) The Proponent, as well as its Sub-Contractors and any other parties involved in the detailed design, engineering, procurement, construction and/or installation activities for the Work, shall provide evidence that they are in possession of a Quality Management System certified in accordance with ISO/TS 29001.

-
- (b) Proponent shall provide a list of any procedures that are not provided with the Contract as well as provide the process the Contractor has in place to address additional quality requirements that will be used to provide for missing requirements.
- (c) Proponent shall submit with its Proposal its listing of Quality Management, Quality Assurance and Quality Control procedures including Supplier Quality Surveillance (“**SQS**”).
- (d) Proponent to provide a sample Quality Management Plan from a relevant project (ME&I scope).
- (e) Proponent shall provide a proposed project quality audit schedule of internal and external Quality Assurance (QA) and technical audits, including:
- (i) all quality audits proposed for all scopes of work; including as a minimum detailed engineering phase functional/department audits, supplier audits, off-site fabrication Proponent's and on-site construction Proponent's audit;
 - (ii) the distinction between procedural (“Process”) audits and technical audits;
 - (iii) how the Proponent intends to sequence these audits during the full duration of the scopes of work and in relation to applicable milestones;
 - (iv) the schedule shall encompass all phases of the Work and include both corporate and Contract specific audits and reviews;
 - (v) schedule shall be integrated in an overall schedule;
 - (vi) schedule also cover audits and reviews on proposed Sub-Contractors;
 - (vii) The Owner reserves the right to participate in Assurance/Audit/Review process and the right of final inspection and acceptance of all work.
- (f) Proponent shall provide an Audit procedure and a typical Non-Conformance Report (“**NCR**”).
- (g) The Proponent shall submit a list or register (Master Register) of all project procedures or other documents referenced in the Proponent's draft Quality Management Plan, which exist, required to be developed or modified to meet the requirements of the Contract.
- (h) Where Proponent intends to form a joint venture for the execution of the Work, the Proponent shall provide information on how it is going to ensure that the newly formed venture will have a single fully integrated Quality Management System in place to cover the Joint Venture.
- (i) Proponent shall provide draft SQS Plan with detailed description for the implementation of supplier quality surveillance (SQS) inspections.
- (j) Proponent shall provide the list of its proposed inspection providers (third party inspection agencies).
- (k) The Proponent shall demonstrate how competence of Quality and Inspection resources employed are assured both for internal and external quality surveillance and inspection activities for the scope of Work.

8.4 Subcontractors

- (a) Proponent shall provide its list of proposed Subcontractors.
- (b) Proponent shall provide proposed inspection sub-contractor list;
- (c) Proponent shall submit a detailed process for ensuring that engineering/design subcontractors are aware of the Owner's quality management requirements of this RFP and its processes for monitoring the subcontractor's performance against these requirements.
- (d) Proponent demonstrates a robust system to evaluate the quality of subcontractors.

8.5 Construction

- (a) Proponent shall provide their Construction/Site quality control Manual. This manual shall cover the specific scopes of work and shall be in accordance with jurisdictional requirements for the province of Alberta.
- (b) Proponent shall provide a typical Construction Quality Plan (CQP). This CQP must be for a similar scope of work and must clearly demonstrate the requirements of Canadian and Alberta codes and standards.
- (c) Proponent shall provide Non-destructive Examination (NDE) information for Construction:
 - (i) a list of All NDE processes applicable to the scope of work;
 - (ii) a list of its NDE procedures;
 - (iii) a list of its NDE providers used in the last five years as applicable to the Alberta projects;
 - (iv) a detailed description of the processes and requirements of NDE operator qualifications, in accordance with Alberta Jurisdictional requirements.

8.6 KPIs and Reports

- (a) The Proponent to submit the list of typical quality reports for similar scope of work.
- (b) The Proponent to provide the list of the Quality Documentation to be generated, collected and retained.

9.0 Health, Safety, Security and Environment

9.1 General

- (a) Proponent will provide a draft HSSE Management Plan that meets the requirements of Schedule L and include the following items listed below.
- (b) Proponent shall prepare the HSSE Management Plan that includes, at minimum, the following sections:
 - (i) Introduction and Purpose

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- (ii) Project Overview
 - (iii) Relationship to Other HSSE Plans
 - (iv) Individual Roles and Responsibilities
 - (v) HSSE Planning
 - (vi) HSSE Policies and Standards
 - (vii) Leadership and Personal Accountability
 - (viii) Risk Assessment and Management
 - (ix) Training and Competency
 - (x) Supply Chain Management
 - (xi) Assurance
 - (xii) Management OF Change (MOC)
 - (xiii) Information and Documentation
 - (xiv) Workforce and Stakeholder Engagement
 - (xv) Incident Reporting and Investigation
 - (xvi) Target Setting and Performance Measurement
 - (xvii) Occupational Health Management
 - (xviii) Environmental Management
 - (xix) Security Management
 - (xx) Emergency Preparedness
- (c) Proponent shall demonstrate a full understanding of the Owner's HSSE requirements to be applied when performing the Work.
 - (d) Proponent shall confirm their HSSE capabilities and plans will cover the management of all HSSE issues as applicable to all phases of the Work.
 - (e) Proponent to provide a Security Plan;
 - (f) Proponent to provide a Permit to Work Plan;
 - (g) Proponent to provide the Corporate Safety Performance Data as well as Regional Safety Performance Data for the past 5 years. The data shall include but not be limited to:

-
- (i) Man-hours Worked;
 - (ii) First Aid Injury / Illness Cases;
 - (iii) Medical Treatment Cases (MTC*);
 - (iv) Lost Time Injury / Illness (LTI*) Cases and;
 - (v) Fatalities (FATs).

9.2 Construction Safety

- (a) Provide your commitment to comply with the relevant Alberta and/or Canadian HSSE legislation; applicable international standards; Owner's policies, plans and procedures on health, safety, security and environment.
- (b) Proponent shall provide an overview of the Alberta and/or Canadian HSSE legislation including principle acts, codes and regulations related to health, safety, security and emergency response for both land and marine based requirements.
- (c) Proponent shall advise which of its joint venture/consortium members' HSSE policies, standards, practices, and procedures it intends to adopt or alternatively if it intends to develop a new joint venture/consortium policy. In addition, Proponent shall provide its signed policy and commitment statement on Health, Safety, Security the Environment, and Social Performance.

EXHIBIT C – ALTERNATIVE PROPOSAL(S) FORM

Instructions:

In addition to the pricing provided in section 2.1 of Exhibit B, the Proponent may at its own discretion and cost provide alternative proposals in accordance with section 5.0 of the Instructions to Proponents. Alternative proposals will only be considered if accompanied by a compliant Proposal. Alternative proposals may include:

- (a) value improvement proposals;
- (b) qualifications or exceptions to the technical or commercial aspects of the Contract Documents to address risk contingency reduction options;
- (c) Alternate Work Schedule – overall duration from NTP to Final Completion.

In all cases, an alternative proposal must identify the related cost or schedule impact.

The Owner reserves the right to reject any alternative submission for any reason.

This form shall only be used for alternate proposals. The Proponent's qualifications or exceptions to the Contract Documents will be provided in the format below (refer to native file provided with this RFP). These exceptions will be recorded in the supplied file *Attachment R1 –Alternative Proposals*.

Proponent Name: _____

Proponent Proposal Number: _____

Item #	Reference	Specific wording affected by proposed qualification or exception (indicate addition, deletion or change)	Proposed rewording	Reason for qualification or exception	Commercial Impact in USD or days
Commercial Alternatives					
1					
2					
3					
Etc.					
Technical Alternatives					
1					
2					
3					
etc.					

*XL Table Included

EXHIBIT D – RFP CLARIFICATION FORM

A Proponent's clarifications to this RFP are to be submitted using the format below and issued to the email address: Kelly.mccool@pembinapec.com . Clarifications will be submitted using the provided file: *Attachment R2 –Clarification Form*. XL Table Included

Proponent Name:

RFP Number: 056-INF-MSA

Clarification

Closing Date: January 22, 2020

Item	Date Clarification Issued	Description of Clarification Required	RFP Source Document and Section Number
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EXHIBIT E – CONTRACT DOCUMENTS

The Contract Documents consist of the following:

- Master Services Agreement
- Schedule B – Scope of Work²
- Schedule C – Compensation
- Schedule D – Key Milestone Dates
- Schedule E – not used
- Schedule F – not used
- Schedule G – Contractor's Organization
- Schedule H – Subcontractors
- Schedule I – not used
- Schedule J – not used
- Schedule K – Form of Prime Contractor Agreement
- Schedule L – Health, Safety, Security and Environment (HSSE)
- Schedule M – not used
- Schedule N – Project Management
- Schedule O – Project Controls
- Schedule P – Electronic Document Handling Guidelines
- Schedule Q – Forms and Certificates
- Schedule R – not used
- Schedule S – not used
- Schedule T – Owner's Policies and Procedures

² The scope of work is derived by referencing Schedule B which is divided between; Scope of Work Attachments (Appendix B3) and Contractor Deliverables List (Appendix B4).

EXHIBIT F – PRICING TABLE

1.0 Fixed Price Table

Attachment R3 Fixed Price Compensation Table. (XL Tables Included)

2.0 Additional Work Rates

2.1 Unit Rates Tables (XL Tables Included)

Refer to Appendix C5 – Unit Rates, in Schedule C – Compensation.

Attachment R5 Unit Rate Table

2.2 Force Account Rates Tables (XL Tables Included)

Refer to Appendix C4 – Force Account Rates, in Schedule C – Compensation.

Attachment R6 Force Account Direct Labour Rate Table.

Attachment R7 Force Account Equipment Rate Table

Attachment R8 Force Account Engineering Rate Table

EXHIBIT G – MILESTONE TABLES

1.0 Significant Milestones (Key & Major Milestones)

Refer to Schedule D – Key Milestone Dates

KEY MILESTONE		KEY MILESTONE DESCRIPTION	KEY MILESTONE DATE
1	Contract Award	Signing of Contract	January 31, 2020
2	Fabrication	Fabrication	February 7- March 21, 2020
3	Mobilization	Contractor mobilized and start construction	March 14, 2020
4	Construction complete	Work Complete	April 7, 2020
5	Final Acceptance	Owner signed Final Acceptance	April 16, 2020

EXHIBIT H – RFP PROPOSAL DELIVERABLES

Minimum requirements for Proponents to provide a bona fide Form of Proposal:

Item to be completed and returned	Owner Form (Y/N)	Associated Documents(s) / Notes
Acknowledgement Letter	Y	Exhibit A – RFP Acknowledgement
Information Conference Call	N	January 10, 2020 – Invitation to be sent
Proponent to provide a response to all of the items requested in Exhibit B – Proposal Form, as indicated in the Form of Proposal Instructions. Additionally, the Proponent shall provide separate supporting documents or files as requested, including those items listed below:		
1.0 Commercial	Y	<ul style="list-style-type: none"> ♦Fixed Price Compensation Table (CAD) – Exhibit E ♦ Unit Rate Table -Exhibit E ♦Force Account Rate Tables Exhibit E ♦Equipment Rate Table – Exhibit E * Engineering Rate Table -Exhibit E * Key Milestone Table – Exhibit G
2.0 Organization	N	<ul style="list-style-type: none"> ♦PMO Charts ♦Org. charts for all phases of Work ♦Key Personnel list ♦For JVs: <ul style="list-style-type: none"> ♦Power of Attorney ♦JV Documents and declaration ♦Local Involvement Plan
3.0 Project Execution Plan	N	<ul style="list-style-type: none"> ♦Submit a narrative of how the Proponent proposes to execute the Scope of Work. *Construction activities, detailed methods of performing the work, including the sequence. ♦Mobilization plan ♦Demobilization plan *Close-Out
4.0 Procurement and Contracting	N	♦Project Logistics Plan
5.0 Interface Management	Y	♦Table of required permits
6.0 Project Controls	N	<ul style="list-style-type: none"> ♦Level-1 Schedule ♦Level II ♦monthly cost report template ♦monthly incurred cost template ♦invoice template

		♦template for change management log
7.0 Information Management	N	♦Information Technology ("IT") Plan ♦typical Project Close-out & Turnover Plan
8.0 Quality Management	N	♦ISO 9001:2015 certification ♦sample Quality Management Plan ♦typical Non-Conformance Report ♦♦Construction/Site quality control Manual ♦typical Construction Quality Plan
9.0 HSSE	N	♦Draft Project Health, Safety, Security and Environment (HSSE) Management Plan. ♦Security Plan ♦Permit to Work Plan