

Monday, 25 July 2016

Supplier's Conference Pinnacle Hotel, North Vancouver

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Before We Begin

- Welcome
- Housekeeping Matters
 - Fire Alarms
 - Washrooms
 - Phones (Turn off)
 - Help Desk
 - Internet: Pinnacle Hotel password<< Pinnacle1>>

Timings

Break at: 9:15

FFR Status



Before We Begin (Cont'd)

- Canada
 - PSPC
 - ISED
 - JSS PMO
- Suppliers
 - FFR Program
- Seaspan (Vancouver Shipyards Co. Ltd.)
 - Supply Chain and IRB
 - Stephen Kushniruk (skushniruk@seaspan.com)
 - Jenia Pyzhyanova (jpyzhyanova@seaspan.com)
 - Marcio Menquini (<u>mmenquini@seaspan.com</u>)



Before We Begin (Cont'd)

- What this is not
 - This is NOT restricted to the JSS Project
 - NO TKMS data or information will be disclosed
 - NO controlled data will be disclosed
 - No questions will be entertained re: JSS LLI
 - RFPs for the JSS LLI will come out in due course
- What this is
 - Introduction to Seaspan's Model Contract Pack
 - Introduction to Seaspan's Model RFP
 - How to complete your Proposal
- Evaluation Criteria
 - Set out in the RFP



Topics

- 1. Anatomy of the Model Contract Pack
- 2. Anatomy of the RFP
- 3. Proposals
 - BDRL
 - Schedule E
 - Price Analysis Sheets
 - Compliance Matrices
 - Questionnaires
- 4. Industrial and Regional Benefits (IRBs)
- 5. Seaspan's Approved Supplier Portal
- 6. Questions & Answers



Before We Begin (Cont'd)

- Model Contract Pack
 - Can be found at:
 - <<Seaspan.com>>
- Precedent/examples of completed completed Data Items (documents)
 - Can be found at:
 - Seaspan's website within the week at <<Seaspan.com>>
- Model RFP
 - Can be found at:
 - <<Seaspan.com>>



Anatomy of the Model Contract Pack



1. Anatomy of the Model Contract Pack

The Contract Pack is composed of the following parts:

- Articles of Agreement
- Schedule A General Conditions
- Schedules B1 to B5 Technical Requirements
- Schedule C Supplier's Solution
- Schedules D1 to D3 SOWs, SDRLs and DIDs
- Schedule E Hardware and Software Deliverables
- Schedule F Supplier's High Level Schedule of Activities
- Schedules G1 and G2 Financial Arrangements (plus variants), Rates, Options



- Collates and defines the variables
- Explains the parts of the Subcontract
- Sets out any Special Conditions
- Appendix A Describes the structure of the Subcontract
- Appendix B Explains the 'Model Sequence of Events'
- Appendix C Provides a 'High Level Summary of the SoR'
- Appendix D Defines 'Acceptance' of the Equipment
- Appendix E Defines the 'Authorities' and Representative of the Supplier
- Appendix F Defines Supplier's Requirements
- Appendix G Defines Supplier's Background IP
- Appendix H Defines Security Requirements
- Appendix I Defines the documents making up the Subcontract
- Appendix J List of the Change Orders



Articles of Agreement — Defining the Variables

2 In this document, the following terms have the meanings and values given to them:

Accounts Payable Department means the Purchaser's account payable department located at 50 Pemberton Avenue, North Vancouver, British Columbia, Canada, V7P 2R2, apseaspan@seaspan.com;

Call-Off Instruction Period means the value calculated to arrive at the Composite Lead Time;

Classification Society or Class means [* insert name of Classification Society];

Composite Lead Time is [* insert number of calendar days - this must match the value in Schedule E];

Controlled Goods means the Deliverables are controlled under the jurisdiction of [* insert jurisdiction];

Customer means [* insert name of the customer];

Data Retention Period means six (6) years from the end of the Warranty Period;

Defect Rectification Period means the period between EDS and the later of (a) [* insert scheduled delivery date (DDMMMYY format) for each Ship] and (b) Final Acceptance of the Equipment and/or Deliverable Software for each Ship;

Document Controller means the Purchaser's document controller located at 50 Pemberton Avenue, North Vancouver, British Columbia, Canada, V7P 2R2 [* TBD@seaspan.com;

Effective Date of Subcontract or EDS means the last date of the last signature to the Subcontract and is shown on the signature page:

End User means [* insert name of the end user];

Equipment or System means [*insert description of the Equipment or System taken from Schedule B2], including any embedded Software;

HAT Duration is [*insert number] of Working Days - see Appendix F (Supplier's Requirements);

Industrial and Regional Benefits Obligation Value or IRB Obligation Value: not used;

Lifed Item Period means [* insert scheduled delivery date (DDMMMYY format) for each Ship];

Maturity of the Solution means, as of the EDS, the Supplier declares that the Supplier's Solution set out in Schedule C (Supplier's Specifications) meets [*insert numeric value in words] percent ([*insert percentage value] %) of the Purchaser's Technical Requirements;

Payment Period means [* insert number] calendar days from receipt of a duly completed Payment Claim;

Point of Delivery means, with respect to the Deliverables (other than the Data Items and Services), the municipal address shown on the Covering Purchase Order:

Point of Pick Up means, with respect to the Deliverables (other than the Data Items and Services), the municipal address from which the Purchaser may pick up the Equipment, On Loan Items, SPT and Spares from the Supplier's premises located at [* insert municipal address]:

Price means the Price payable by the Purchaser to the Supplier for the full and proper performance of the Work as determined by the provisions of Schedule G1 (Financial Arrangements) and, at the time of EDS, the Price is [* insert numeric value in words] [* Insert currency] ([* insert numeric value]) exclusive of Applicable Taxes;

Prime Contract means the contract between the Purchaser and the Customer reference number [* insert reference number and date], as modified or amended;



Articles of Agreement Defining the Variables (Cont.)

Project means [* insert project name];

Project Subcontracts means any other earlier subcontracts between the Supplier and the Purchaser relating to the Project;

Purchaser or VSY means Vancouver Shipyards Co. Ltd.;

Purchaser's Premises means 50 Pemberton Avenue, North Vancouver, British Columbia, Canada, V7P 2R2, Capilano Business Park, 216-990 1st Street West, North Vancouver, British Columbia, Canada, V7P 3N4, and 2950 Westshore Parkway, Victoria, Canada, V9B 0B2;

Owner means [* insert name or owner];

SAT Duration is [* insert number] of Working Days - see Appendix F (Supplier's Requirements);

Shelf Life Period means [* insert scheduled delivery date (DDMMMYY format) for each Ship];

Ship means [* insert name of class of Ship];

Shipping Terms means DAP (Point of Delivery) INCOTERMS 2010 unless, under one or more of the Options, the Purchaser selects FCA (Point of Pick Up) INCOTERMS 2010;

Subcontract means those documents listed in the attached Appendix I (Documents Forming the Subcontract) as modified or amended:

Support Period means one (1) calendar year following the expiry of the Warranty Period for each Ship;

Supplier means [* insert full legal name of the Supplier, jurisdiction of incorporation and registered office address];

Third Party Beneficiaries means Canada, [* insert names of other third party beneficiaries]:

Vancouver Warehouse means 2275 Douglas Road, Burnaby, British Columbia, Canada, V5C 5A7;

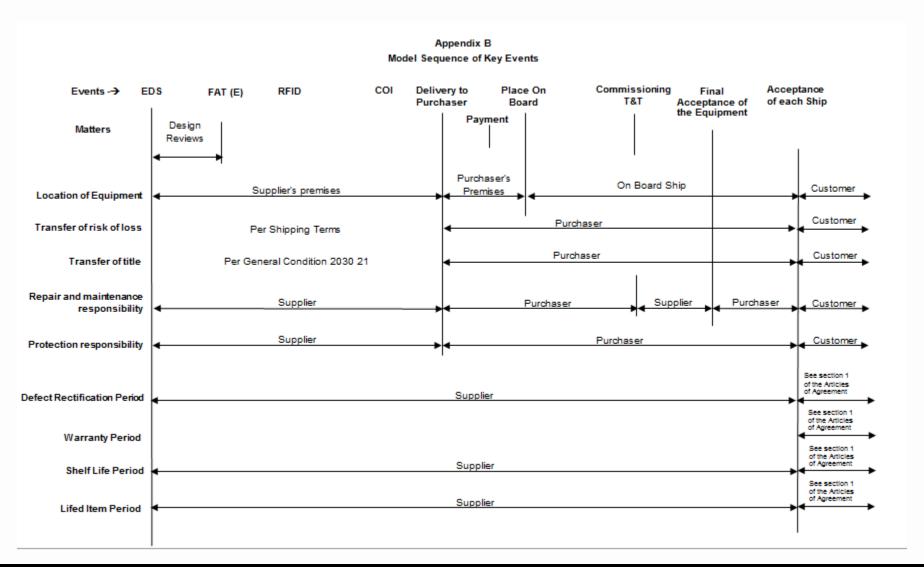
Victoria Warehouse means 2950 Westshore Parkway, Victoria, Canada, V9B 0B2; and

Warranty Period means: (a) in the event that the Supplier entered into Project Subcontracts, from the effective date of the earliest Project Subcontract expiring fifteen (15) months from [* insert schedule delivery dates for each Ship to the Customer]; or (b) in the event that the Supplier has not entered into Project Subcontracts, from the EDS expiring fifteen (15) months from [* insert schedule delivery dates for each Ship to the Customer].



	Order of recedence 2 1 - 2
Articles of Agreement Section 14 Special Conditions Appendices A Subcontract Structure and Order of Precedence B Model Sequence of Key Events C Acceptance of the Equipment D Summary of the Statement of Requirements E Authorities and Representative of the Supplier F Supplier's Requirements G Supplier's Requirements I Documents Forming the Subcontract J Change Orders Schedules A General Conditions Annex A – Definitions and Interpretation Annex B – General Conditions 2030, as amended Annex C – not used Annex D – General Conditions 1031-2, as amended Annex D – General Conditions 1031-2, as amended Annex D – Supplemental General Conditions 4007, as amended Annex D – Supplemental General Conditions 4007, as amended Annex F – Rupplemental General Conditions 4007, as amended Annex F – Rupplemental General Conditions 4007, as amended Annex F – Rupplemental General Conditions 4007, as amended Annex F – Rupplemental General Conditions 4007, as amended Annex F – Rupplemental General Conditions 4007, as amended Annex F – Rupplements General Conditions 4007, as amended Annex F – Rupplements General Conditions 4007, as amended Annex F – Rupplements General Conditions 4007, as amended Annex F – Rupplements, VCRI and Compliance Matrix B2 Purchaser's Requirements, VCRI and Compliance Matrix B3 General Technical Requirements, VCRI and Compliance Matrix B4 Interface Requirements, VCRI and Compliance Matrix B5 ILS Requirements and Compliance Matrix B6 ILS Requirements and Compliance Matrix B7 Supplier's Solution B1 Statement of Work (SOW) B2 Subcontract Data Requirements List (SDRL) Tasks and Documents	recedence 2 1 - 2
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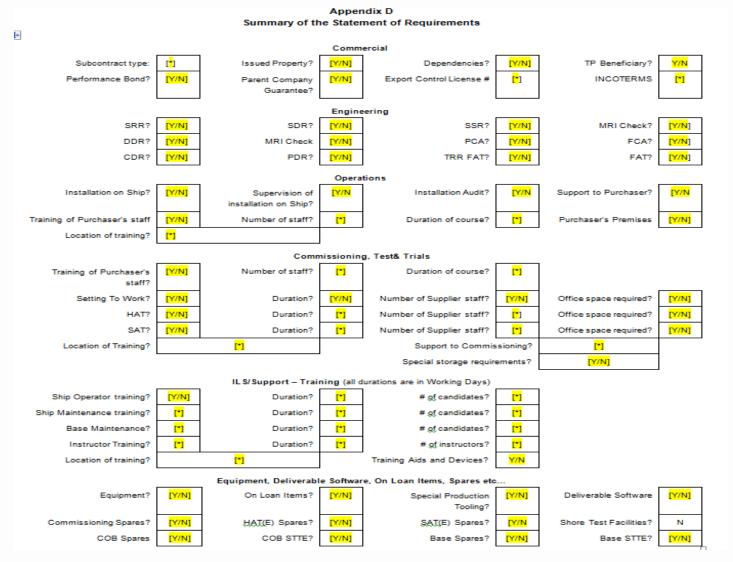


Appendix C Acceptance of the Equipment

Acceptance Events

		Acceptance Events	
	Data	Compliant Engineering Data Items (Part 3 of Schedule D2)	MSE
	Design Reviews	Successful System Requirements Review Successful System Design Review Software Specification Review Successful Preliminary Design Review Successful Detailed Design Review Successful Test Readiness Review - FAT	LY STATED OTHER! ULE D1 (SOW).
ANCE	FATs	Compliant VCRI Compliant FAT(E) Schedule Compliant Master Record Index Check Successful Physical Configuration Audit Successful Functional Configuration Audit Successful FAT(E) event Compliant FAT(E) Report Defects and observations cleared and completed to the satisfaction of the Purchaser acting reasonably	RED UNLESS SPECIFICAL TEST & TRIALS) OF SCHD
LACCEPT	Inspection	Discretionary inspection of Equipment by the Purchaser's QC at the Supplier's manufacturing site following FAT(E)	RE REQUI
PROVISIONAL ACCEPTANCE	HATS	Compliant HAT(E) Schedule Successful Test Readiness Review – HAT(E) Successful HAT(E) event Compliant HAT(E) Report Successful Test readiness Review – HAT(S) Compliant HAT(S) Schedule Successful HAT(S) Compliant HAT(S) Compliant HAT(S) Compliant HAT(S) Peport Defects and observations cleared and completed to the satisfaction of the Purchaser acting reasonably	ALL ACCEPTANCE EVENTS LISTED IN THIS APPENDIX CARE REQUIRED UNLESS SPECIFICALLY STATED OTHERWASE IN PART 3 (ENGINEERING) AND PART 7 (COMMISSIONING, TEST & TRIALS) OF SCHDULE D1 (SOV4).
	SATs	Compliant SAT(E) Schedule Successful Test Readiness Review – SAT(E) Successful SAT(E) event Compliant SAT(E) Report Successful Test readiness Review – SAT(S) Compliant SAT(S) Schedule Successful SAT(S) Compliant SAT(S) Report Defects and observations cleared and completed to the satisfaction of the Purchaser acting reasonably	ALL ACCEPTANCE EVENTS! IN PART 3 (ENGINE







Appendix F Supplier's Requirements

A. Issued Property

At the written request of the Supplier, the Purchaser has provided the Issued Property listed below in support of the Work or to be incorporated into the Equipment:

+								
		Description	Serial #	Ver.#	Date	Value \$CAD	Location	Special Instructions
	1	[*]	[*]	[*]	[*DDMMMYY]	[*]	[*]	[*]



B. On Site Requirements for Each Ship

1	2	3	4	5	6	7	8	9
			Number of Perso	• •				
	Description of Activity	Duration	Number of personnel:	# personnel on site	Storage space	Weight Kilos	Workshop Space	Utilities
1	Installation of the Equipment on board a Ship (if required)	[*]	[*]	[*]	[*]	[*]	[*]	[*]
2	Setting the Equipment to Work (if required)	[*]	[*]	[*]	[*]	[*]	[*]	[*]
3	HAT(E)	[*]	[*]	[*]	[*]	[*]	[*]	[*]
4	HAT(S) (if required)	[*]	[*]	[*]	[*]	[*]	[*]	[*]
5	SAT(E)	[*]	[*]	[*]	[*]	[*]	[*]	[*]
6	SAT(S) (if required)	[*]	[*]	[*]	[*]	[*]	[*]	[*]
7	Demonstration at Sea	[*]	[2]		[*]	[*]	[*]	[*]
8	Other tests and trials	[*]	[*]	[*]	[*]	[*]	[*]	[*]



Appendix G Supplier's Background IP Rights

1 The Supplier declares the following IP Rights relating to the Equipment and Deliverable Software as of the EDS. The declaration must also include Background Information and Background IP Rights owned, controlled or licensed by the Supplier's lower tier suppliers (i.e. Sub-subcontractors).

+										
#	Title / Descriptio n	Serial #	Artefact Type	Originator of Artefact	Format of Artefact	IP Designation	IP Rights	Description of Rights	Export Approval	Further Info
ľ	m	l"	ľ	ľ	ľ	n	m	n	m	m



Appendix I Documents Forming the Subcontract

- 1 The following documents form a part of the Subcontract.
- If a document is invoked without limitation within one of the documents listed below, that referenced document is applicable in its entirety.
- 3 The Supplier shall not substitute or replace a referenced document with an issue date and/or revision date that is different to that invoked unless first approved, in writing, by the Purchaser's Subcontract Authority.
- In the event of a conflict between a document listed below and an invoked document, the Supplier shall promptly <u>Notify</u> the Purchaser in accordance with Part 2 (Project Management) of Schedule D1 (SOW) requesting clarification of the potential conflict and direction if appropriate.

	Rev	Document reference
Articles of Agreement (including Annexes A to Kinclusive)	1	[*]
Schedule A: General Conditions	1	<mark>[*]</mark>
Schedule B1: End User's Requirements, VCRI and Compliance Matrix	1	[*]
Schedule B2: Purchaser's Requirements, VCRI and Compliance Matrix	1	[*]
Schedule B3: General Technical Requirements, VCRI and Compliance Matrix	1	[*]
Schedule B4: Interface Requirements, VCRI and Compliance Matrix	1	[*]
Schedule B5: ILS Requirements and Compliance Matrix	1	[*]
Schedule C: Supplier's Specifications and VCRI	[*]	[*]
Schedule D1: Statement of Work	NA	[*]
Part 1: Introduction	1	[*]
Part 2: Project Management	1	[*]
Part 3: Engineering	1	[*]
Part 4: Integrated Logistics Support	1	[*]
Part 5: Quality Assurance	1	[*]
Part 6: Operations	1	[*]
Part 7: Commissioning, Test & Trials	1	[*]
Part 8: Finance	1	[*]
Part 9: Security	1	[*]
Part 10: HSE	1	[*]
Part 11: Industrial and Regional Benefits	1	[*]
Part 12: Logistics	1	[*]
Part 13: IT/IM	1	[*]
Schedule D2: SDRLs	NA	NA.



Schedule A (General Conditions)

Schedule A

- General Conditions of the Project (Canada)
 - Plus
 - Definitions
 - Canada's General Conditions 2030 (GC2030)
 - Canada's 1031-2 Cost Principles (GC1031-2)
 - Supplemental General Conditions 4007 (GC4007)
 - Supplemental General Conditions 4003 (GC4007)
- Present State
- Future State (One set of Ts & Cs for ALL Projects and phases of Project)



B1 – End User's Technical Requirements

Example of Schedule B1 End User's Requirements

	1	2	3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19	20
	ine em #	Ship's Specificat ions Ref	Sect	Para	Performance/ Requirement Statement	Com nt	•	Noted	,	Acc	epta	ance	e Ev	ents	S	Criteria	Condition	Remarks Comments	Reqd By		Customer Approval
						Yes	No		D/R	FAT	ET	SBT	нат	SAT	СТ						
В	1-1	HBA2_en _3242		1.1.1.1	The propulsion system must consist of the following major components: Two (2) Propulsion Engine Systems	*	(*)	[*]	*	•	(*)	(*)	*	*	[*]	*	in .		<mark>[*]</mark>	[*]	r r



B2 – Purchaser's Technical Requirements

Example of B2 Purchaser's Requirements

	1	2	3	4	5	6	5	7	8	9	10	11	12	13 1	14	15	16	17	18	19	20
	Line tem #	Ship's Specifica tions Ref	Sect	Para	Performance/ Requirement Statement	Com n		Noted	,	Acce	epta	ance	e Eve	ents	c	Criteria	Condition	Remarks Comments	Reqd By		Customer Approval
						Yes	No		D/R	FAT	ET	SBT	нат	SAT	СТ						
В	32-71	-		1.2.3.4	Two options for propeller shaft bearings and stern tubes are under consideration. One is oil lubricated bearings with an oil filled external stern tube and the other is water lubricated bearings with or without an external stern tube.	[*]	(*)	in in	(*)	•	m	"	•	m	(*)	•			r <u>i</u>	<u>rı</u>	m



B3 through **B5** Technical Requirements

Schedules B3 through B5 consist of the following:

- Schedule B3 General Technical Requirements, VCRI and CM
- Schedule B4 Interface Requirements, VCRI and CM
- Schedule B5 ILS Requirements and CM



Schedule C - Supplier's Solution

- Supplier's Solution to the Technical Requirements
- 1 The explanation of the VCRI and Compliance Matrix (CM) is set out in Schedule B1 (End User Requirements, VCRI and Compliance Matrix). The explanation applies to all VCRIs.,

+								-													
	1	2	3	4	5	(3	7	8	9	10	11	12	13	14	15	16	17	18	19	20
L	ine em #	Reference	Sect	Para	Performance/ Requirement Statement	Comp	pliant	Noted		Acceptance Events					Criteria	Condition	Remarks Comments	Reqd By	Test Type	Customer Approval	
						Yes	No		D/R	FAT	EBT	SBT	HAT	SAT	СТ						
	(*)	*	<u>[*]</u>	*				[*]	*	[*]	[*]	[*]	[*]	[*]	[*]	[*]	[*]	(*)	[*]	[*]	[*]



Schedule D1 (SOW), D2 (SDRL) and Schedule D3 (DIDs)

Example: Operations SOW

	SECTION & - GENERAL
D1.P6.2	General
	This SOW defines specific tasks to be performed by the Supplier relating to: (a) supporting the Purchaser installing the Equipment or Items of the Equipment on a Ship; or (b) manufacturing, apply, installing, etc the Equipment or Items of the Equipment on the Ship (if required by this SOW); (c) touch-up, repair and/or replacement of the Equipment or Items of the Equipment damaged or lost by the Purchaser; and (d) supporting the Purchaser to install the Equipment into systems and sub-systems supplied by other suppliers to the Purchaser.
D1.P6.3	Security
	The Supplier's obligations regarding security clearance of its employees, contract labour, Sub-subcontractors, representatives, consultants and/or agents are covered in Part 9 (Security) of Schedule D1 (SOW).
D1.P6.4	Attendance on Site
	The Supplier's obligations regarding attendance on site by its employees, contract labour, Sub-subcontractors, consultants, representatives and/oragents are covered in Part 2 (Project Management) of Schedule D1 (SOW).
D1.P6.5	Health, Safety and the Environment
	The Supplier's obligations regarding Health, Safety and the Environment while its employees, contract labour, Subsubcontractors, representatives, consultants and/or agents attend the Purchaser's Premises, a Ship or a Government establishment are covered in Part 10 (HSE) of Schedule D1 (SOW).
D1.P6.6 to 49	Reserved
	SECTION B – THE DESIGN PHASE
D1.P6.50	Installation Instructions
	The Supplier shall prepare and deliver In stall at ion In structions in accordance with SDRL OPS 201 and DID OPS 201.
D1.P6.51 to 99	Reserved
	SECTION C – THE BUILD PHASE
D1.P6.100	Take On Meetings
1	Prior to commencing Work at the Purchaser's Premises or on board a Ship, the Supplier shall attend a Take On Meeting to present to all stakeholders in attendance (e.g. the Purchaser, the Supplier, any third parties providing other equipment and services to the Purchaser, etc):



SOWs, SDRLs and DIDs (Cont.)

Example: Operations SDRL

Schedule D2 - Subcontract Data Requirements List

Part 6 - Operations

1 This SDRL table must be read with Part 1 (Introduction) of the SOW and Part 1 (Introduction) of the SDRL.

₽.													
Item #	SDRL ID#	DID ID#	Data Item Title	SOW Ref	Review Period	Ereq.	First Delivery	Subsequent Delivery	Media/ Qty		Ep.D.	Purchaser's Ref#	Remarks
									хH	s			
					SECTION	A - GEI	NERAL						
1-49	1-49 Reserved											-	-
SECTION B – THE DESIGN PHASE													
50	OPS201	OPS201	Installation Instructions	D1.P6.50	30	•	3MEDS	-	-	•	DC	VSY- <mark>["]</mark>	•
51-99	Reserved	•	-	•	-	•	-	-	-	•	•	•	•
				SECT	ION C - 1	THE BU	ILD PHASE						
100	OPS202	OPS202	Installation Certificate	D1.P6.105	30	•	First COI	Each COI	1H	ø	DC	VSY- <mark>["]</mark>	•
101	OPS203	OPS203	Test Report	D1.P6.106	30	•	AR	AR	-	ø	DC	VSY-[*]	•



SOW, SDRL and DIDs (Cont.)

EXAMPLE: Operations DID

Installation Instructions OPS201

Purpose

The purpose of the Installations Instructions is to describe to the Purchaser the preparation, processes and tools needed for the Purchaser to carry out installation.

References

This DID must be read in conjunction with Schedule A (General Conditions) and the corresponding SOW reference.

Preparation Instructions

This Data Item shall comply with the general format, content and preparation instructions set out in Part 1 (Introduction) of Schedule D1 (SOW) and Part 1 of Schedule D2 (SDRL).

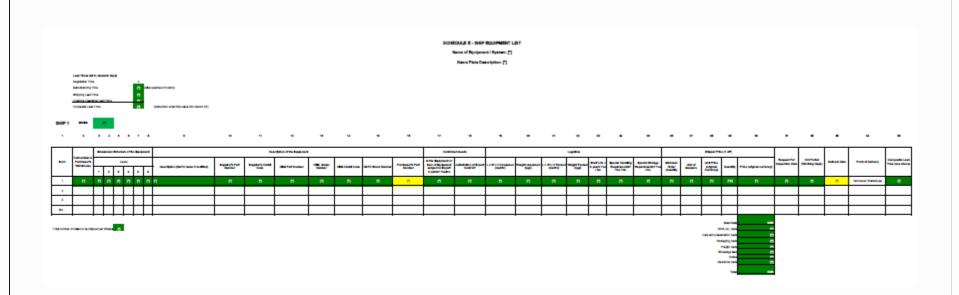
Format and Content

The Installation Instructions shall contain, as a minimum, the following:

- 1 Hardware
 - (a) assembly instructions;
 - (b) preparation of seatings;
 - (c) installation procedure;
 - (d) alignment procedures; and
 - (e) <u>listing</u> of special tools, jigs, installation aids, handling and lifting arrangement.
- 2 Electrical
 - (a) cable data connection and termination
 - (b) listing of termination and crimping tools and connector tool kits
- 3 precautions;
- 4 lifting and transit warnings; and
- 5 safety notices and warnings.



Schedule E – Hardware and Software Deliveries





Schedule F – High Level Supplier's Schedule

SUPPLIER'S LEVEL 1 SCHEDULE

[* To be completed by the Supplier and inserted into this Schedule]

SUPPLIER'S LEVEL 1 SCHEDULE TO INCLUDE:

The Design Phase

1 See section 5.1(I) Articles of Agreement

The Build Phase

1 See section 5.1(I) of the Articles of Agreement

Need a Supplier's Level 1 Schedule for each Phase



Schedule G1 - Financial Arrangements (Milestone Example)

Schedule G1 Financial Arrangements

G1.1 Basis of Payment

- 1 The Supplier shall be paid a Fixed Firm Price for the performance of the Work and the achievement of the Milestones.
- G1.2 Milestone Description and Payment Plan
 - 1 The Design Phase

Milestone Number	Milestone Description	Comments	Milestone Date	Value
	THE DESIGN PI	HASE		
1	All Work completed to the date of the Milestone	I	DDMMMYY	[*]
2	All Work completed to the date of the Milestone		DDMMMYY	*
Etc				
1		I	Price	0.00

Note 1: All Milestones Descriptions in The Design Phase are described as "All Work completed to the date of the Milestone."

Note 2: Milestone numbers 11 to 49 Reserved.

2 The Build Phase

Milestone Number	Milestone Description	Comments	Milestone Date	Value					
THE BUILD PHASE									
50	All Work completed to the date of the Milestone		DDMMMYY	[*]					
51	All Work completed to the date of the Milestone		DDMMMYY	*					
Etc									
			1						
			+						
			+						
			Price	0.00					

Note 3: All Milestones Descriptions in The Build Phase are described as "All Work completed to the date of the Milestone."



Schedule G2 – Price Itemization, etc...

Schedule G2 Price Itemization, Charge Out Rates and Option Prices

Section B ... Charge Out Rates, Travel and Escalation

G2.50 Charge Out Rates

The Supplier is required to submit ALL INCLUSIVE fixed firm prices for all potential grades of labour required to complete the Work for the period beginning at the EDS and expiring two (2) years thereafter.

RATETABLE

Item #	Grade of Labour Charge Out Rates					Validity Expiry Date	
		Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate		
1	[* insert description of labour grade]	[*]	[-	[*]	[*]	Second anniversary of EDS	
2	[* insert grade]	[-1	[*]	[*]	[*]	Second anniversary of EDS	
[*]	[* n]	[*]	[*]	[*]	[*]	Second anniversary of EDS	

Where:

Charge Out Rate means all-inclusive fixed firm prices for the each labour category in the original currency of payment;

Daily Rate means eight (8) consecutive hours on a Working Day;

Weekly Rate means five (5) consecutive Working Days;

Monthly Rate means the total number of Working Days in a single calendar month less any holidays and days not worked (e.g. vacation, illness, training, etc...); and

Validity Expiry Date means the Daily Rate, Weekly Rate and the Monthly Rate that must remain fixed and firm until the second anniversary of the EDS. i.e. the Charge Qut Rates expire two (2) years following the EDS.

[] Greyed are - Not used

- 2 The Supplier represents that the Charge Qut Rates set out in above table are consistent with General Conditions 1031-2 (Contract Cost Principles) (see Annex C of Scheduled A (General Conditions)).
- 3 The Charge Qut Rates set out in the table above are subject to audit by Canada (see Schedule A (General Conditions)).
- 4 Following the expiry of the Validity Expiry Date, the Charge Out Rates shall be adjusted (upwards or downwards) in accordance with the following indices:

[* Supplier to propose indices that will be inserted in this position prior to EDS].



Schedule G2 – Price Itemization, etc...

Schedule G2 Price Itemization, Charge Out Rates and Option Prices

	Section C Options								
G2.100	Option	s							
1	One or more of the Options listed below may be exercised by Canada or the Purchaser by Notification to the Supplier before the expiry of the indicated Validity Dates - Options								
2		are to be stated in original currencies. If mixed currencies are used, the currency for each Option.	e Supplier shall inc	dicate percentages					
	Option	Description	Option Price	Validity Date - Options 17:00 brs. Pacific Time					
	Phase 1 The Design Phase	Fixed Firm Price (FFP) in original currencies for: 1. the Licensing of the Supplier's IP rights as described in Schedule A (General Conditions) for the Design Phase and Build Phase; 2. Services as described in each Part of Schedule D1 (SOW) under the titles: Section A – General, and Section B – The Design Phase; 3. Data Items as described in each Part of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs) under the titles in each Part: Section A – General, and Section B - The Design Phase; 4. Deliverable Software (if any) as set out in Schedule E (Ship Equipment, On Loan Items, SPT, Deliverable Software and Spares); 5. Build Slots to support delivery of the Equipment, Deliverable Software and Spares listed in Schedule E (Ship Equipment, On Loan Items, SPT, Deliverable Software and Spares) by the following Delivery Dates: (a) for Ship 1: [*DDMMMYY]; (b) for Ship 2: [*DDMMMYY]; (c) for Ship 3: [*DDMMMYY]; 6. Warranty, as described in Schedule A (General Conditions) for the Services performed and Deliverable Software and Data Items delivered under Phase 1 for the Warranty Period defined in section 1 of the Articles of Agreement; 7. URGONITIONAL, legally binding, irrevocable Options open for acceptance by the Purchaser, in writing, up to 17:00 hrs. Pacific Time on the following dates: Option 1: Phase 2 - The Build Phase for Ship 1: [*DDMMMYY]; Option 2: Phase 3 - The Build Phase for Ship 1 and Ship 2: [*DDMMMYY]; Option 3: Phase 4 - The Build Phase for Ship 3: [*DDMMMYY]; Sections 1 to 7 above are to be Priced and proposed on the basis of the terms and conditions set out in the Articles of Agreement and Schedule A (General Conditions); 9. Supplier's Level 1 Schedule (Schedule F) for Phases 1 to 4 inclusive; and		Pacific Time					
		 the Proposal shall be irrevocable and remain open for acceptance by the Purchaser for a period not less than one hundred and twenty (120) calendar days following the Proposal Closing Date and Time 							



Anatomy of the Request for Proposal



The RFP

The RFP provides the Bidder with instructions on what goods and/or services VSY is going to market for. The focus here is on the main areas:

- Conditions
- Attachments
- Instructions to Bidders
- How to complete the Proposal documents (BDRL)
- BDRL Response



Attachments

The RFP consist of the following:

- Conditions
 - Section 1 Introduction and Statement of Requirements
 - Section 2 Proposal Preparation
 - Section 3 Competitive Selection Process
 - Section 4 Instructions
 - Attachment A Statement of Requirements for the RFP
 - Attachment B Bidder's Data Requirements List
 - Attachment C Non-Disclosure Agreement
 - Attachment D End Use Certificate
 - Attachment E Certificate Letter
 - Attachment F
 - Section A Equipment Software Questionnaire
 - Section B Equipment Security Questionnaire
 - Section C Industrial Security Requirements
 - Attachment G Integrated Logistic Support Capabilities Questionnaire
 - Attachment H General Questionnaire
 - Attachment I CCV Form
 - Attachment J Enquiry Form
- Bidder's Data Requirements List (BDRL)
 - Price Analysis Sheet
 - Schedule E
 - Compliance Matrices
 - Completed Questionnaires



Instructions to Bidders

Instructions for the completion of the RFP

SECTION 4 – INSTRUCTIONS

General

- 42.1 The Bidder is reminded:
 - 42.1.1 to complete and return the RFP Acknowledgment Form;
 - 42.1.2 at this stage, the RFP is intended to lead to the placement of the Resulting Subcontract for Phase 1 The Design Phase only (see Attachment A to this RFP (Statement of Requirements for the RFP)) (however, to support the Proposal evaluation process, pricing data, and completed VCRIs, compliance matrices and questionnaires must also be provided for any Build Phase that may be awarded subsequently under the same Resulting Subcontract);
 - 42.1.3 in the event that the Bidder is required to disclose the Technical Requirements to its lower tier suppliers in order to support its Proposal, it must, prior to any disclosure, comply with section 3.4.
 - 42.1.4 in the event that the Proposal contains any classified or restricted data, the Biddermust comply with section 15; and
 - 42.1.5 all pricing information provided may be subject to audit by the Government of Canada (see section 14.2 of the Resulting Subcontract).
- 42.2 The Proposal must be made strictly in accordance with this RFP, the composition and format of which is detailed in these instructions. Failure to observe these requirements may result in the Proposal or part thereof being excluded from consideration by the Purchaser.
- 42.3 With the exception of the Bidder's covering letter and to the greatest extent possible, the Bidder's company logo, name or identification relating to employees, agents, lower tier suppliers, companies or similar shall not be included in its response to this RFP.



Proposal



How to complete the Proposal documents

The Bidder's Data Requirements List (BDRL) lays out how the Proposal is to be submitted.

ATTACHMENT Book BIDDER'S DATA REQUIREMENTS LIST

INSTRUCTION:

The Bidder must submit the following documents forming the Proposal using the following naming convention for each document:

[*VSY Part number (provided by VSY) [File description (exact title of the document)] [* Revision number ('0' or zero on first submission, '1' on the next submission, etc...]

Volume 0	Cover	Cov	ering letter, executive summary and qualifications and experience;
Volume 1	Introduction	(a)	completed Compliance Matrix for Part 1 (Introduction) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);
Volume 2	Project Management	(a)	completed End Use Certificates and Non-Disclosure Agreements (only if required to prepare the Proposal):
		(b)	completed Attachment H (General Questionnaire) of the RFP;
		(c)	completed Compliance Matrix for Part 2 (Project Management) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);
		(d)	inclusion of Supplier's Level 1 Schedules for Phases 1 to 4 of the Project (see Schedule F of the Resulting Subcontract) (this is an intentional repeat of section (h) under Technical); and
		(e)	any other supporting documentation.
Volume 3	Engineering	(a)	declaration as to Maturity of the Solution (see section 1 of the Articles of Agreement);
		(p)	completed Schedules B1 to B4 inclusive (VCRIs and Compliance Matrices) of the Resulting Subcontract;
		(c)	inclusion of Supplier's Specifications;
		(d)	completed VCRI for Schedule C (Supplier's Specifications and VCRI) of the Resulting Subcontract;
		(e)	completed Software Questionnaire (see Section A to Attachment F of this RFP);
		(f)	$completed \ Equipment \ Security \ Question \ naire \ (see Section \ B \ to \ Attachment \ F \ of \ this \ RFP);$
		(g)	completed Compliance Matrices for Part 3 (Engineering) and Part 7 (Commissioning, Test & Trials) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);
		(h)	inclusion of Supplier's Level 1 Schedules for Phases 1 to 4 of the Project (see Schedule F of the Resulting Subcontract); and
		O	any supporting technical documentation
Volume 4	ILS	(a)	declaration as to Maturity of the Solution (see section 1 of the Articles of Agreement) (this is an intentional repeat of section (a) under Technical);
		(b)	completed Attachment G of this RFP (ILS Support Capabilities Questionnaire) and required supporting documentation, specifically including manuals/publications;
		(c)	completed Compliance Matrix for Part 4 (ILS) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);
		(d)	inclusion of Supplier's Level 1 Schedules for Phases 1 to 4 of the Project (see Schedule F of the Resulting Subcontract) (this is an intentional repeat of section (h) under Technical); and



How to complete the Proposal documents (BDRL) (Cont.)

		(e)	any other supporting ILS documentation;					
Volume 5	Quality Assurance	(a)	completed Compliance Matrix for Part 5 (Quality Assurance) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);					
Volume 6	Operations	(a)	completed Compliance Matrix for Part 6 (Operations) of Schedule D1 (SOW), Schedule D2 (S and Schedule D3 (DIDs);					
Volume 7	Commissioning	(a)	completed Compliance Matrix for Part 5 (Commissioning) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);					
Volume 8	Finance	(a)	completed Price Analysis Sheets (PAS);					
		(b)	completed Schedule E (Ship Equipment List, On Loan Items, SPT and Spares);					
		(c)	completed Price Roll Up;					
		(d)	completed Schedule G1 (Financial Arrangements) Milestone Payment Plan;					
		(e)	completed Section B of Schedule G2 (Charge Out Rates);					
		(f)	proposed escalation indices after first two (2) years;;					
		(g)	completed Pricing of Section C of Schedule G2 (Options)					
		(h)	completed Compliance Matrix for Part 8 (Finance) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs); and					
		(I)	any other financial information relating to the Bidder.					
Volume 9	Security	(a)	completed Compliance Matrix for Part 9 (Security) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);					
Volume 10	Health, Safety & Environment	(a)	completed Compliance Matrix for Part 10 (Health, Safety & Environment) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);					
Volume 11	Industrial and	(a)	completed Attachment I of this RFP (CCV Form);					
	Regional Benefits	(b)	completed Compliance Matrix for Part 11 (IRB) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs); and					
		(c)	any other supporting documentation.					
Volume 12	Logistics	(a)	completed Compliance Matrix for Part 12 (Logistics) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);					
Volume 13	ITIM	(a)	completed Compliance Matrix for Part 13 (IT IM) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs);					
Volume 14	Alternative	Rep	eat structure of Volumes 2 to 13 inclusive					
	l							



Schedule E – Hardware and Software Deliveries

	Lead Times (all i	in calen	dar day	/s)												
	Negotiation Time					0										
	Manufacturing Time	е				[*]	(After	r exercise of Option)								
	Shipping Lead Time	е				[*]										
	Customs Clearance	e Lead T	ime			[*]										
	Composite Lead Ti	me				[*]		(Instruction: enter this value into column 35)								
SHIP 1	SWBS:	[*]													
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
	B.F	Breakdown Structure of the Equipment				the Equi	pmen	Description of the Equipment								
SLIN	Deliverable to Purchaser's Warehouse	Level					Description (NATO name if codified)		Supplier's CAGE	OEM Part Number	OEM Model	OEM CAGE Code	NATO Stock	Purchaser's Part		
		1	2	3	4	5	6	bescription (nationality is counted)	Number	Code		Number	OLIII ONGE COUC	Number	Number	
1	Yes	Х						Winch, General Purpose	ľ1	ľ	n	M	ľ	ľ	[*]	
2	Yes		Х					GP Winch Fixed Sheave,	(*)	ľ)	r)	M	ľ	ľ	[*]	
3	Yes			Х				GP Winch Flagging Sheave,	ľ¹	ľ	ľ)	Ħ	ľ	(*)	[*]	
Etc																



Bidder's Data Requirements List(BDRL)(PAS & Compliance)

The Pricing Analysis Sheet SOW is broken up between a Design and Build Phase

Orion Am	alvaia Ch	eet - Phase 1 - The Design Phase SOW													
Equipment		[" Description of the Equipment]										n one person v ease add colu			
SVBS #		n				and Hitems and add colu section B of allowed.	highlighted in umns as requi Schedule G2	blue, (You can red), The rates of the Subcon	nalter the Hea must reflect t tract. Note no	adings for thes he Rate Table blended rate	e columns set out in s are				
PRICE BA	SIS:	Fixed Firm Price (original currencies)					SUPPLIER N. QUOTE DATI	rii		The Travelh	ours cost and	travel cots are	the costs for	<mark>all parties trav</mark>	eling. VSY.
		Ye	ar 2	016	2	017]	1.1							
			\$100.00	\$ 120.00	\$ 110.00	\$ 125.00	1	2	3	4	5	6	7		,
SWBS #	SOW Reference	Activity	Soniur Engineer (example	Engineer (example)	Soniur Engineer (example (example)		Heaksurs	Labour Cartr	Other Direct Cartr	Travel Hauss	Travel Hours Cart	Travel Cartr	Tatal Cartr	Profit/Foo	Tatal
			Her	Hrz		Hrz									
[* Name	of Equip	ment] [* SWBS number]													
-		•													
	Parl 1	Introduction SMM, SDELs and DIDs													
	İ	Scaling A Grace at and Scaling D. The Denign Phase		İ	1										
5W95 8	D1.P1.2	Example Sampe	11	15	31	58	105 hrs	\$12,350.00	\$ -	20 hrs	\$ 2,000.00	\$ 15,000.00	\$ 29,350.00	10%	\$ 32,285.00
2W95 B	D1.P1.2	Saupe	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
SWEST	D1.P1.5	Dala Hem	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
2W95 B	D1.P1.4	Georeal Regainments for Data Heus	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
9W95 B	D1.P1.5	Control Instructions	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
9W95 B	D1.P1.E	Use of Existing Data	["]	["]	[*]	["]			["]	["]	[*]	["]	#VALUE!	["]	#VALUE!
9//958	D1.P1.7	Dala Hen Coure Skeel	["]	["]	["]	["]		T	["]	["]	["]	["]	#VALUE!	["]	#VALUE!
9//P5 B	D1.P1.E	Dale Hen Resieu	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
9//951	D1.P1.5	Assessment of Data Heas	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
5W958	D1.P1.18	Paint of Delinera	["]	["]	["]	["]			["]	["]	["]	["]	#VALUE!	["]	#VALUE!
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Bidder's Data Requirements List(BDRL)(Compliance Matrix)

Compliar	Compliance Matrix SOW - Phase 1 - The Design Phase								
Equipment:	:								
SWBS#		[* insert SWBS number]	* insert SWBS number]						
s₩BS ≢	SO₩ Reference	Activity	Comments						
	Part 2	Project Management SOV, SDRLs and DIDs	[*]	[*]					
		Section A General and Section B - The Design Phase	[*]	[*]					
SWBS#	D1.P2.2	Project Management	[*]	[*]					
SWBS#	D1.P2.3	Representative of the Supplier	[*]	[*]					
SWBS#	D1.P2.4	Change to Representative of the Supplier	[*]	[*]					
SWBS#	D1.P2.5	Correspondence	[*]	[*]					
SWBS#	D1.P2.6	Parent Company Guarantee	[*]	[*]					
SWBS#	D1.P2.7	Proof of Insurnace	[*]	[*]					
SWBS#	D1.P2.8	Ambiguities, Inconsistancies or Conflits Advice	[*]	[*]					
SWBS#	D1.P2.9	Direction or Instruction	[*]	[*]					
SWBS#	D1.P2.10	PFX and CFX	[*]	[*]					
SWBS#	D1.P2.11	Obsolescence Advise	[*]	[*]					
SWBS#	D1.P2.12	Discontinuance Advice	[*]	[*]					
SWBS#	D1.P2.13	Hold, Witness and Review Point Advice	[*]	[*]					



Equipment Software Questionnaire

₽.	Section A Equipme	nt Software Questionnaire
Item #	Question	Response Yes/No
Q1	Does your Equipment contain embedded 8oftware?	(*Insert Yes or No)
	If 'No', the questionnaire is complete. Please sign	
	below.	
	If 'Yes', please complete the rest of the questionnaire:	
Q2	is the Software Off the Shelf (OTS)?	(* Insert Yes or No)
	If 'Yes', go to Q3.	
	If 'No', go to QS	
	Off the Shelf Software	
Q3	Provide a detailed description:	(*Insert detailed description)
Q4	What validation and verification was carried out on the	(* Insert validation and iverification activities)
	Software?	
Q5	How much tailoring would be required, in % terms to	m ^o 6
	satisfy the Technical Requirements?	
	If 0%, then go to Q9	
	if > than 1%, please give brief description of what is	(* Insert brief description)
	required:	
	Bespoke and Modified OTS Software	
QS	What is the estimated number of lines of code required to complete the Software to satisfy the Technical	(*Insert number of lines of code)
	Requirements?	
Q7	Provide a description of the Intended Software life cycle	(* Insert description)
	Including validation and verification?	
QS .	What experiences have you in writing Software in this	(*Insert experience and examples)
	arena? Provide examples:	
	General	
Q9	is the Software implementing any safety functions?	(* Insert Yes or No)
	If 'Yes', please describe what is being implemented and	(* Insert description)
	how:	
Q10	What interfaces does the Software have? Give fill name	(* Insert description of Interfaces)
	and release for all interfaces:	
Q11	Are you ISO 9001 accredited?	(*Insert Yes or No)
Q12	What is your CMMI level?	(*insertievel)
Q13	Provide any other relevant information:	(* Insert other relevant Information)



Equipment Security Questionnaire

Section B.... Equipment Security Questionnaire

Item #	Question	Barrana Varilla
		Response Yes/No
Q1	Does the Equipment use Intelligent controllers?	[* Insert Yes or No]
Q2	Does the Equipment have communications interfaces?	[* insert Yes or No]
	If "No", please skip to question 6.	
	If 'Yes', please complete the rest of the questionnaire	
	Equipment - Interfaces	
Q3	Describe the Equipment Interface to external systems?	[* Insert detailed description]
Q4	Does the Equipment use standardised or proprietary protocols? List all the protocols on each of the external interfaces.	(* flist protocols used)
Q5	Are external interfaces controlled and/or monitored? How?	* Insert description of how external interfaces are controlled or monitored
	Equipment - Functions	
Q6	Is removable media used?	(* Insert Yes or No)
Q7	How do you control Universal Serial Bus (USB) peripheral attachments?	* Insert description)
	Equipment - Security Design Philosophy	
Q8	Describe the Equipment security design philosophy:	(* insert description)
Q9	Do you white list what components your system is allowed to communicate with? White listing is critical to system security	* Insert description
	Equipment - Delivery & Maintenance	
Q10	Can the local user Install Software or configure the Equipment?	" Insert Yes or No]
Q11	is wireless (data) or USB connectivity. Involved in maintenance?	" Insert Yes ar No]
Q12	As patch management is critical to system security. Please describe the patch management for your application Software and any underlying Software such as operating systems. Is all underlying Software still supported?	* insert description)



Industrial and Regional Benefits



Industrial and Regional Benefits

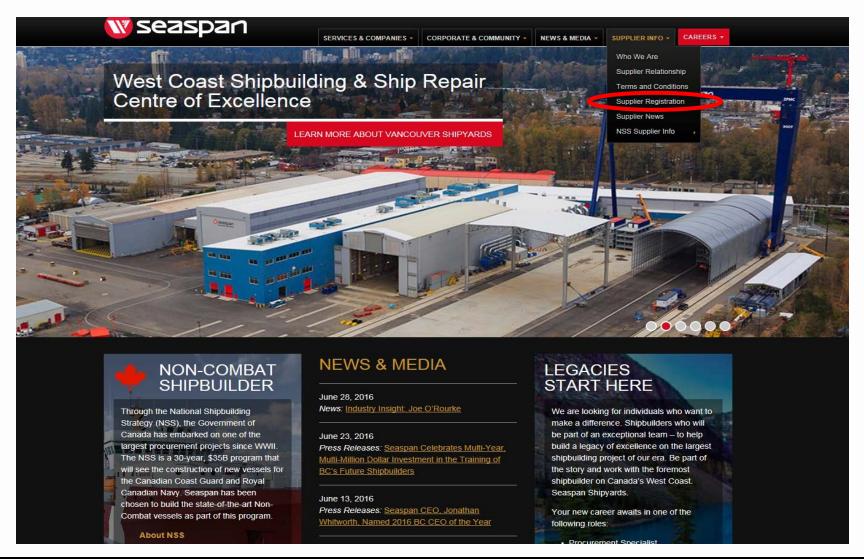
- Industrial and Regional Benefits requirements are incorporated in the Model Contract Pack.
- Depends on the supply scope, you may be required to:
 - 1) accept Canada's IRB terms and conditions flow down and all the reporting duties, or
 - 2) provide your Canadian Content Value information
- IRB SOW, SDRL and DID(s) are organized the same as the rest of the Contract Pack



Supplier Portal



Supplier Portal



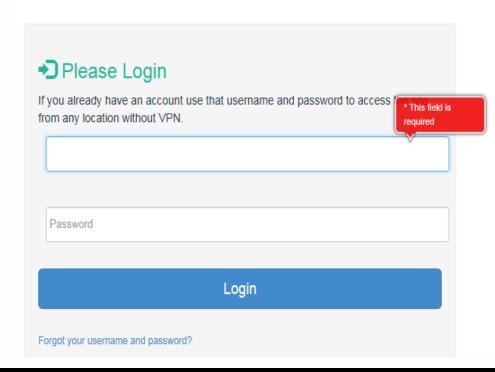


Supplier Portal (Cont.)

Welcome to Seaspan Supplier Portal

If you are interested in becoming a Seaspan supplier, we encourage you to register on our portal where you can provide us with important information about your company. Registering does not guarantee that your company will become a supplier for Seaspan, however, by registering, you alert Seaspan buyers of your interest and provide them with information to help them determine whether your company is appropriate for consideration.

After you have registered, you can re-access the registration portal at any time to update your profile. It is the suppliers' responsibility to keep their registration profile, certification and documentation current.



Don't have an account yet? Companies can now register in the Seaspan supplier and contractor database. Continue to Registration Should you experience difficulty throughout the registration process, please contact us at supplychain@seaspan.com.

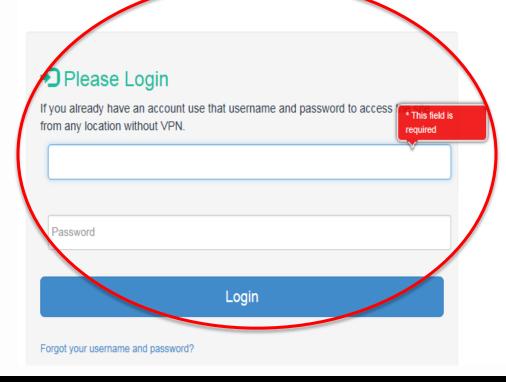


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Continue to Registration

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Supplier Portal (Cont.)

It is important to complete all the fields even if it is not applicable then indicate this with an "NA"

For Supply Chain it is important to complete questions 5, 7, 8 and 12



Questions and Answers