

[* insert VSY RFP #] RFP #
[* insert description of the Equipment / System] Equipment
[*insert SWBS #] SBWS #:

REQUEST FOR PROPOSAL

RELATING TO THE DESIGN, BUILD AND SUPPLY OF

[* insert description of the Equipment / System]

for the [* insert name of project] Project ([* insert phase description])

CONDITIONS OF THE REQUEST FOR PROPOSAL

Proposal Closing Date and Time: 13:00 hrs Pacific Time [* insert DDMMYY]

Issued by: Vancouver Shipyards Co. Ltd.
50 Pemberton Avenue
North Vancouver
British Columbia, Canada
V7P 2R2

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			VSY Supplier Code
			[* insert VSY number]
			SWBS
			[* insert VSY number]

AMENDMENT RECORD – THIS DOCUMENT

The version number shown above defines the status of this document. A summary of the changes from the previous version are shown below.

Rev	Author	Date	Description of Change
A	Ian Brennan	09 Apr 16	First internal issue for use by first project
B	Ian Brennan	08 Aug 16	Second internal issue. All references to first project deleted
1	[* insert name of Subcontract Authority]	[* DDMMYY]	Baseline document sent to the Bidders

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SECTION 1 – INTRODUCTION AND STATEMENT OF REQUIREMENTS

1. Introduction

1.1 On 19 Oct 11, the Purchaser was selected by Canada as the prime contractor to design, build and supply the non-combat large vessels under Canada's National Shipbuilding Strategy (**NSS**) (formerly known as the National Shipbuilding Procurement Strategy (**NSPS**)).

1.2 On [* insert DDMMYY], the Purchaser entered into a contract with Canada (**Prime Contract**) [* insert high level summary of the Statement of Requirements]

Example:

“... to obtain VFI, options for 'production' or 'build' slots and procure long lead items (including the **Equipment/System**), special production tooling (**SPT**), software (**Deliverable Software**) and services (**Services**) in order to progress the design and build of the [* insert class of ships] Ships (**Ship**) under the [* insert project name] Project (**Project**) (the **Equipment, SPT, Deliverable Software and Services** are collectively referred to as **Deliverables**).

1.3 The Project calls for one or more of the following Options: [* insert high level description of any Options (if any)]

Example:

1.3.1 Phase 1 - Design Phase (intended to be placed in the near future);

1.3.2 Phase 2 - Build Phase for Ship 1 (**Option 1**);

1.3.3 Phase 3 - Build Phase for Ships 1 and 2 purchased at the same time (**Option 2** - may or may not be exercised at same time as Option 1); and

1.3.4 Phase 4 - Build Phase for Ship 3 (**Option 3** – may be exercised following the exercise of Option 1 and Option 2)

(sections 1.3.1 to 1.3.4 inclusive are collectively referred to as the **Options**).

2. Definitions

2.1 Unless otherwise indicated in this section, this RFP is interpreted in the same manner, and its terms have the same meaning, as set out in section 1 of the Articles of Agreement and Annex A of Schedule A (General Conditions) of the Resulting Subcontract:

Attachment means an attachment to this RFP;

BAFO means Best and Final Offer;

Best Value For Money means the most advantageous combination of cost, quality and sustainability to meet the Customer's requirements. In this context 'cost' means consideration of acquisition and whole life costs; 'quality' means a solution sufficient to meet the Technical Requirements; and 'sustainability' means economic, social and environmental benefits, considered in the business case, in support of Canada's National Shipbuilding Strategy;

Bidder refers to the legal entity responding to this RFP and, if selected, the **Supplier** in the Resulting Subcontract, and includes its directors, officers, employees, contract labour, Sub-subcontractors, representatives, agents or advisers;

BDRL means the Bidder's Data Requirements List described in Attachment B (i.e. the documents that the Bidder must complete and submit in response to this RFP);

Build Slots or **Production Slots** means the Bidder's build or production slots required to manufacture the Equipment / System to support the Purchaser's required in warehouse dates (**RIWD**) set out in Attachment A and indicated as Delivery Dates in column 33 of Schedule E of the Resulting Subcontract;

Confidential Information means any information disclosed by either Party to the other (which is marked as 'Commercial in Confidence' (or equivalent language) at the time of disclosure or which (if orally or visually disclosed) is described as 'Commercial in Confidence (or equivalent language) at the time of disclosure, and is confirmed as such by the disclosing Party to the receiving Party within thirty (30) Working Days of such disclosure) shall at all times be treated by the receiving Party as confidential and (save as is necessary for use by a Party, a Party's legal and financial advisors, for use solely in order to fulfill the requirements of this RFP and/or to meet any court order, government or regulatory requirement ('Purpose')) shall not be disclosed to any third party without the disclosing Party's prior written consent and shall only be disclosed to the receiving Party's own employees and other suppliers on a need-to-know basis and for use in connection with the Purpose;

DDMMYY means the calendar date format used in the RFP, the Resulting Subcontract and the Proposal where the day is presented by two (2) numeric digits, the month by the first three (3) alpha characters of the month and the year by the last two (2) numeric digits of the year (e.g. 09 Apr 16);

Enquiry Form means the enquiry form described in section 14.2 and Attachment G;

Equipment or **System** means [* insert description of the system, sub-system, equipment or materials being solicited for purchase. Use the same description as described on the front page of the Technical Procurement Specifications (this should be identical to the SWBS description)];

Mandatory Criteria are defined in section 33.1.1;

Option is defined in section 1.3;

Parallel Offer Definition Activities are defined in section 35;

Proposal means one or more written offers from a Bidder to the Purchaser in response to this RFP;

Proposal Closing Date and Time is defined in section 15.1.3;

Resulting Subcontract means the subcontract that the Bidder is required to base its Proposal upon and, if selected, sign, execute and deliver in accordance with its terms;

RFP means this request for proposal, including all Attachments and any amendments;

RFP Process means the process outlined in section 15;

RFP # means the number indicated on the front page of this RFP;

RIWD means required in Warehouse date;

Subcontract Authority means the individual identified in section 14.1;

SWBS # means the Purchaser's Ship Work Breakdown Number indicated on the front page of this RFP; and

VFI means vendor furnished information (referred to a **Data Items** in the Resulting Subcontract).

- 2.2 When referring to **Schedules** or **Parts** in this RFP, the references are to Schedules and Parts of the Resulting Subcontract.
- 2.3 When referring to **SECTIONS** in this RFP, the references are to section headings of this RFP, namely: SECTION 1 (Introduction and Statement of Requirements), SECTION 2 (Proposal Preparation); SECTION 3 (Competitive Selection Process) and SECTION 4 (Instructions).
3. **Statement of Requirements for the RFP**
 - 3.1 The Statement of Requirements or **SOR** for this RFP is set out in Attachment A.
 - 3.2 The pricing of the SOR is set out in SECTION 4 (Instructions).

4. Interpretation of the RFP

- 4.1 This RFP is an invitation to treat and must not be construed, interpreted, or relied upon, whether expressly or impliedly, as creating any form of contractual, quasi-contractual, restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds.
- 4.2 No binding contract or other understanding (including, without limitation, any form of contractual, quasi-contractual (e.g. *quantum meruit*), restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds) will exist between the Purchaser and a Bidder unless and until the Resulting Subcontract is signed by duly authorised representatives of the Purchaser and the successful Bidder.

5. Inconsistency

- 5.1 If there is any inconsistency between any provisions of this RFP, the following descending order of precedence shall apply:
- 5.1.1 the conditions of this RFP (i.e. SECTIONS 1 through 3 of this document);
 - 5.1.2 the instructions set out in SECTION 4 (Instructions);
 - 5.1.5 the Resulting Subcontract;
 - 5.1.6 Attachment B; and
 - 5.1.7 any other document provided by the Purchaser to the Bidders following the release of the RFP (other than formal changes made to this RFP in accordance with section 6),
- so that the provision in the higher ranked document, to the extent of the inconsistency, prevails.
- 5.2 If the Bidder finds or reasonably believes it has found any discrepancy, error, ambiguity, inconsistency or omission in this RFP or any other information given or made available by the Purchaser, the Bidder shall promptly advise the Purchaser by completing the Enquiry Form set out in Attachment G in sufficient detail to enable the Purchaser to take whatever corrective action, if any, it considers appropriate.
- 5.3 Any actual discrepancy, error, ambiguity, inconsistency or omission in this RFP or any other information given or made available by the Purchaser will, if possible, be corrected (or the proper information made available) by the Purchaser to all Bidders (without attribution to the Bidder that provided the advice).

6. Amendment of the RFP

- 6.1 The Purchaser may, at its absolute discretion, add to, vary, modify or amend this RFP upon giving all Bidders written advice of such addition, variation, modification or amendment. Bidders shall have no claim against the Purchaser in connection with either the exercise of, or the failure to exercise, such right.
- 6.2 If the Purchaser adds to, varies, modifies or amends this RFP after one or more Proposals have been submitted, it may seek from the Bidders either or both of the following:
- 6.2.1 amended Proposals; and/or
 - 6.2.2 additional or separate contractual or other undertaking(s) by any one or more Bidders to undertake activities or work pursuant to the addition, variation, modification or amendment to this RFP.

7. Termination of RFP

The Purchaser may, at its absolute discretion, suspend, defer, terminate or abandon the RFP Process at any time prior to the execution of the Resulting Subcontract. In such circumstances the Purchaser will advise Bidders to this effect in writing.

8. Other Rights of the Purchaser

- 8.1 In addition to and without limiting its other rights set out in this RFP, the Purchaser may, at its absolute discretion and at any stage of the RFP Process, do all or any of the following:
- 8.1.1 require additional Technical Information, Data or financial information from one or more Bidders;
 - 8.1.2 change the structure and timing of this RFP, including reducing or increasing the SOR set out in Attachment A;
 - 8.1.3 consider any late Proposal or Proposals from one or more Bidders;
 - 8.1.4 consider Proposals from legal entities or joint ventures not originally invited to submit a Proposal;
 - 8.1.5 accept any Proposal on such terms as the Purchaser, at its absolute discretion, accepts without prior advice to any other Bidder;
 - 8.1.6 conduct a subsequent procurement process and utilise information gained in this RFP Process, including any information contained in any Technical Information or Data provided by the Bidder or an original equipment manufacturer, for that purpose;
 - 8.1.7 terminate further participation in the RFP Process by any Bidder, for any reason, regardless of whether the Proposal submitted conforms to the requirements of this RFP;
 - 8.1.8 by written advice to the Bidder, terminate, suspend or defer any activity in the RFP Process including, without limitation, clarification discussions or negotiations being conducted at any time with any Bidder for any reason;
 - 8.1.9 shortlist Bidders;
 - 8.1.10 negotiate with one or more of the Bidders;
 - 8.1.11 enter into any form of contractual arrangement with any Bidder without prior advice to any other Bidder;
 - 8.1.12 request, attend or conduct any inspections of one or more Bidders' facilities; and/or
 - 8.1.13 request, attend or observe any product, plant, equipment or other demonstration, trial or test.
- 8.2 Without limiting the Purchaser's rights described in this RFP, the Purchaser may, at its absolute discretion, at any time during the RFP Process, select:
- 8.2.1 two (2) or more Bidders to run a BAFO;
 - 8.2.2 two (2) or more Bidders to conduct negotiations leading to execution of the Resulting Subcontract; and/or
 - 8.2.3 a single Bidder to conduct final negotiations leading to execution of the Resulting Subcontract.
- 8.3 The Purchaser intends that it will not select one or more Bidders until all legal, commercial, technical, ILS, quality, financial and operational aspects of the Proposal have been evaluated and further refined, as required by the Purchaser.
- 8.4 Any time or date specified in section 15 is for the convenience of the Purchaser. The establishment of a time or date in section 15 does not create an obligation on the part of the Purchaser to take any action or exercise any right established in the RFP or otherwise. The Purchaser will advise affected Bidders of any changes to this RFP or the RFP Process in accordance with section 6, but is not required to provide any reasons for its actions.

9. Government Requirements

The Bidder acknowledges that Canada is subject to legislative and administrative accountability, transparency and applicable freedom of information requirements, including disclosures to Ministers and other Government representatives, Parliament and its Committees; the publication of information in respect of the RFP Process; the publication of information in respect of the Resulting Subcontract; and disclosure to persons pursuant to the provisions of applicable freedom of information legislation. Any Resulting Subcontract arising from the RFP Process will also be subject to these requirements, including contractual provisions (and related matters) that may be disclosed to Ministers, other Government

Representatives, Parliament, its Committees and successful applications made by persons under the provisions of the applicable freedom of information legislation.

SECTION 2 – PROPOSAL PREPARATION

10. Bidders to Inform Themselves

- 10.1 The Purchaser makes no representations or warranties that the information in this RFP, and any amendments to this RFP, or any information communicated or provided to Bidders during the RFP Process, including any Technical Information or Data, is or will be, accurate, current or complete.
- 10.2 The Bidder is responsible for:
- 10.2.1 examining this RFP and any amendments to this RFP, any documents referenced in or attached to this RFP and any other Technical Information, Data or information made available by the Purchaser or a Third Party Beneficiary to the Bidder in connection with the RFP Process;
 - 10.2.2 obtaining and examining all further information which is obtainable by the making of reasonable enquiries relevant to the risks, contingencies, and other circumstances having an effect on its Proposal; and
 - 10.2.3 satisfying itself as to the accuracy and completeness of its Proposal including commitments and prices.
- 10.3 The Bidder is to prepare and submit a Proposal based on the Bidder's acknowledgment and agreement that:
- 10.3.1 all information relevant to the preparation of a Proposal in response to this RFP is contained in or referenced by the RFP;
 - 10.3.2 it has not relied on any representation or arrangement, whether oral or in writing, or other conduct of the Purchaser, or a Third Party Beneficiary, as adding to or amending these conditions other than as expressly stated by the Purchaser in writing; and
 - 10.3.3 it has relied entirely upon its own enquiries and inspections in respect of the subject matter of its Proposal.

11. Language of Proposals

- 11.1 Any Proposal, including all attachments and supporting documentation, must be written in English.
- 11.2 All measurements and weights must be expressed in the format described in Schedule B3 (General Technical Requirements, VCRI and Compliance Matrix) of the Resulting Subcontract.

12. Proposal Preparation

- 12.1 Unless otherwise agreed in writing, the Bidder must follow the instructions and complete the documentation in the manner described in SECTION 4 (Instructions) and Attachment B.
- 12.3 The Purchaser may, at its absolute discretion, either exclude a Proposal from consideration or seek clarification where the Bidder has failed to comply with section 12.1, including where a Bidder has not provided information in the correct place, as required by SECTION 4 (Instructions) and Attachment B.

13. Responsibility for Proposal Costs

- 13.1 The Bidder's participation in any stage of the RFP Process, or in relation to any matter concerning this RFP, is at the Bidder's sole risk, cost and expense. The Purchaser shall not be responsible for any costs or expenses incurred by any Bidder in preparation or submission of a Proposal or taking part in the RFP Process.

13.2 In addition to section 13.1, the Purchaser is not liable to the Bidder for any costs on the basis of any form of contractual, quasi-contractual (e.g. *quantum meruit*), restitutionary or promissory estoppel rights, or rights based upon similar legal or equitable grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Bidder's participation in the RFP Process, including without limitation, instances where:

- 13.2.1 a Bidder is not engaged to undertake the performance of any Resulting Subcontract;
- 13.2.2 the Purchaser varies or terminates the evaluation and selection process or any negotiations with a Bidder;
- 13.2.3 the Purchaser decides not to proceed with the RFP Process in whole or in part;
- 13.2.4 the Purchaser's requirements change; or
- 13.2.5 the Purchaser exercises any other right under this RFP or at law.

14. Subcontract Authority

14.1 The Subcontract Authority for this RFP is:

[* insert name of Subcontract Specialist or Buyer] Email: [*insert email for Subcontract Authority]@seaspan.com
 Vancouver Shipyards Co. Ltd.
 50 Pemberton Avenue, North Vancouver
 British Columbia, Canada, V7P 2R2

14.2 The Bidder must direct all questions regarding this RFP, the Resulting Subcontract or any other document provided to the Bidder as part of this RFP, to the Subcontract Authority by way of the enquiry form set out in Attachment G. The Bidder shall not communicate or attempt to communicate with the Purchaser by any other means.

14.3 Any question submitted by a Bidder will be on the basis that the Subcontract Authority may circulate the Bidder's questions and the Purchaser's answers to all other Bidders without disclosing the source of the question or revealing confidential information or the substance of the Proposal. Any question submitted to the Subcontract Authority less than five (5) Working Days prior to the Proposal Closing Date and Time may not be considered.

15. The RFP Process and Indicative Schedule of Events

15.1 The following table lists key RFP events and the indicative dates on which these events may occur. The table is provided to the Bidder for information purposes only and is subject to change without further advice:

	RFP Process	Indicative date	Comments (if any)
1	RFP release	[* insert DDMMYY]	-
2	Enquiries from Bidders	From receipt of RFP onwards	(but see section 14.3)
3	Proposal Closing Date and Time:	13:00 hrs. Pacific Time on [* insert DDMMYY]	-
4	Screening of Proposals against Mandatory Evaluation Criteria (see section 33.1.1)	Within five (5) Working Days following the Proposal Closing Date and Time	-
5	Site inspection of Bidder's facilities	Mutually agreeable dates	At the Purchaser's sole discretion
6	Parallel Offer Definition Activities (see section 35)	Mutually agreeable dates	At the Purchaser's sole discretion
7	Evaluation of Proposal(s)	[* insert DDMMYY]	-
8	BAFO	-	At the Purchaser's sole discretion
9	Re-evaluation of BAFO	-	-
10	Supplier Selection Recommendation Report	[* insert DDMMYY]	-
11	Internal confirmation of Supplier Selection Recommendation Report	[* insert DDMMYY]	-
12	Approval by Canada of the Purchaser's Best Value Business Case supporting selected Supplier	[* insert DDMMYY]	-
13	Proposal Validity Period	One hundred and twenty (120) calendar days following the Proposal Closing Date and Time	-

16. Proposal Submissions

16.1 Proposals must be submitted by the Proposal Closing Date and Time as follows:

Vancouver Shipyards Co. Ltd.
50 Pemberton Avenue
North Vancouver, British Columbia
Canada, V7P 2R2
Attn: [* insert name of Subcontract Authority]

16.2 The Bidder must ensure that the envelope/exterior packaging containing its Proposal clearly indicates that the contents relate to this RFP and includes the name of the Project, the SWBS number and the Proposal Closing Date and Time.

17. Validity of Proposal Prices

17.1 The Purchaser requires that Proposals must remain open for acceptance for a period beginning from the date of the Proposal Closing Date and Time and ending not less than the period indicated in section 15.1.12.

17.2 The Purchaser may request an extension of the period identified in section 15.1.12.

18. Alterations, Erasures and Illegibility

18.1 Any alterations or erasures made to a Proposal by a Bidder must be initialed by the Bidder.

18.2 Proposals containing alterations or erasures that are not initialed, or pricing or other information that is not stated clearly and legibly, may be excluded from consideration.

19. Unintentional Errors of Form

If the Purchaser considers (acting reasonably and in good faith) that there are unintentional errors of form in a Proposal, the Purchaser may request the Bidder to correct or clarify the error.

20. Confidential Information

20.1 The Bidder must treat this RFP and Technical Information, Data and any information provided to the Bidder by the Purchaser in connection with this RFP as Confidential Information.

20.2 The Purchaser will treat all Proposals provided to the Purchaser as Confidential Information to be used only for the purposes described in this RFP.

21. Collusive Bidding

21.1 The Bidder must not engage in any collusive bidding, anti-competitive conduct, or any other similar conduct in relation to:

21.1.1 the preparation or submission of one or more Proposals;

21.1.2 the evaluation and clarification of one or more Proposals; and

21.1.3 the conduct and content of negotiations, including final negotiations, leading to the execution of a Resulting Subcontract,

in respect of this RFP or RFP Process or any other solicitation process being conducted by the Purchaser in respect of its requirements for the Project.

- 21.2 For the purposes of this section 21, collusive bidding, anti-competitive conduct, or any other similar conduct may include the disclosure, exchange and clarification of information (in any form) whether or not such information is Confidential Information to the Purchaser or any other Bidder or any other person or entity.
- 21.3 In addition to any other remedies available under law or contract, the Purchaser may, at its absolute discretion, immediately reject any Proposal submitted by the Bidder that, in the Purchaser's reasonable opinion (acting reasonably and in good faith), has engaged in any collusive bidding, anti-competitive conduct, or any other similar conduct with any other Bidder or any other person in relation to the preparation or submission of the Proposal whether in respect of this RFP or RFP Process or any other solicitation process being conducted by the Purchaser in respect of its requirements for the Project.

22. Unlawful Inducements

The Bidder must, at all times during the RFP Process, comply with any applicable laws regarding the offering of unlawful inducements in connection with the preparation of its Proposal.

23. Improper Assistance

- 23.1 Proposals that, in the reasonable opinion of the Purchaser (acting reasonably and in good faith), have been compiled:
- 23.1.1 with the improper assistance of employees of the Purchaser or former employees of the Purchaser, including contract labour, former contract labour, subcontractors or former subcontractors of the Purchaser;
 - 23.1.2 with the utilisation of information unlawfully obtained from the Purchaser; or
 - 23.1.3 contrary to the conditions of the RFP;
- may be excluded from further consideration.

24. Use of Former Defence Personnel in Proposal Preparation and RFP Process

- 24.1 Without limiting the operation of section 23, the Bidder shall not, in the absence of written approval from the Purchaser, permit a person to contribute to, or participate in, any process relating to the preparation of the Bidder's Proposal, or the RFP Process, if the person:
- 24.1.1 at any time during the six (6) months immediately preceding the date of issue of the RFP, was an employee of, service provider to, or otherwise engaged by Canada; or
 - 24.1.2 at any time during the twelve (12) months immediately preceding the date of issue of this RFP, was an employee of Canada involved in the planning or performance of the Project or activity to which this RFP relates.

25. Conflict of Interest

- 25.1 The Bidder must not place itself in a position that may or does give rise to an actual, potential or perceived conflict of interest between the interests of the Purchaser and the Bidder's interests during the RFP Process.
- 25.2 If during the RFP Process a conflict of interest arises, or appears likely to arise, the Bidder must immediately advise the Subcontract Authority through the use of the Enquiry Form (see Attachment G) and take such steps as the Purchaser may reasonably require to resolve or otherwise deal with the conflict. If the Bidder fails to advise the Purchaser, or is unable or unwilling to resolve or deal with the conflict as required, the Proposal may be excluded from further consideration.
- 25.3 Where the Purchaser intends to reject a Proposal under this section 25, the Subcontract Authority will advise the Bidder in writing and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Subcontract Authority before the Proposal Closing Date and Time. By submitting a Proposal, the Bidder represents that it does not consider itself to be in a conflict of interest position or to have an unfair advantage over other Bidders. The Bidder acknowledges that it is within the Purchaser's absolute discretion,

acting reasonably and in good faith, to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

26. Government Approvals, Authorisations, etc...

The Bidder must ensure it obtains any necessary government or other approvals, consents or authorisations to enable it to enter into the Resulting Subcontract. Before any Proposal is accepted, and as part of a BAFO or otherwise, the Bidder may be required to confirm that it is able to enter into the Resulting Subcontract.

27. Use of Proposals

27.1 By submitting a Proposal, the Bidder thereby grants to the Purchaser an unlimited license to use, retain and copy the information contained in the Proposal for the purposes of:

29.1.1 evaluation, selection and preparation of any Resulting Subcontract with respect to this RFP;

29.1.2 verifying the currency, consistency and adequacy of information provided under any other RFP process conducted by the Purchaser under the NSS Program; and

29.1.3 the development of any other RFP process conducted by the Purchaser for projects other than the NSS Program.

27.2 In addition to section 27.1, the Purchaser may disclose Proposal documents or any part of the Proposal documents to:

27.2.1 Canada;

27.2.2 an embedded contractor, subcontractor or third party for the purposes of assisting the Purchaser in the conduct of the RFP Process, including Proposal evaluation, negotiation and preparation of the Resulting Subcontract (the Purchaser shall obtain appropriate confidentiality undertakings from all embedded contractors, subcontractors or third parties prior to such disclosure); and the

27.2.3 Third Party Beneficiaries.

27.3 Nothing in this section 27, changes or affects the ownership of IP in the information contained in the Proposal documents.

28. Return of Information to the Purchaser

28.1 The Purchaser may, at its absolute discretion and at any stage during or after the RFP Process, require that all information provided to Bidders in any tangible form (including all copies of the information) be:

28.1.1 returned to the Purchaser, in which case the Bidder must promptly return all such information to the Subcontract Authority at the address indicated in section 14.1; or

28.1.2 destroyed by the Bidder, in which case the Bidder shall promptly destroy all such information and provide the Purchaser with written confirmation of such destruction.

29. Part, Joint and Alternative Proposals

29.1 Subject to this RFP, the Purchaser will not consider a Proposal for an Item of the Equipment. (i.e. a part of the Equipment: for example - an electric motor being part of a compressor).

29.2 Without limiting the Purchaser's rights, the Purchaser intends to enter into the Resulting Subcontract with a single legal entity that will be the party responsible for the performance of the Resulting Subcontract. If the Bidder submits a Proposal as a consortium (i.e. as a contractual joint venture), the Proposal submitted on behalf of the consortium must:

29.2.1 include the information sought in the RFP for each member of the consortium;

29.2.2 describe in detail the relationship between each member of the consortium and the structure proposed for management of the consortium;

- 29.2.3 provide that each member of the consortium is jointly and severally liable for the performance of all members of the consortium under the Resulting Subcontract, or that one member of the consortium is fully liable for the performance of all members of the consortium; and
 - 29.2.4 include such other information that the Purchaser reasonably requires so as to undertake a risk assessment of the proposed consortium.
- 29.3 The Purchaser will not consider a joint Proposal other than a Proposal submitted in accordance with section 29.2.
- 29.4 The Bidder may submit a Proposal proposing alternative solutions to those requested in the RFP and the Purchaser may, at its absolute discretion, consider such Proposals on condition that the Bidder:
- 29.4.1 provides a Proposal that otherwise satisfies the Mandatory Evaluation Criteria (see section 33.1.1) and otherwise materially conforms to the requirements specified in this RFP and the Resulting Subcontract, in addition to the alternative solution;
 - 29.4.2 demonstrates that such an alternative solution may be more beneficial to the Purchaser than the requirements specified in this RFP and the Resulting Subcontract and will deliver the outcomes sought by the Purchaser;
 - 29.4.3 proposes a solution that satisfies the capability requirements including the functionality of the essential Technical Requirements;
 - 29.4.4 provides a complete Proposal response for the alternative solution;
 - 29.4.5 fully identifies in detail the proposed alternative solution;
 - 29.4.6 justifies, with explicit reasons and supporting verifiable data, the proposed alternative solution including the advantages, disadvantages, limitations and capabilities of the proposed alternative solution;
 - 29.4.7 explains in detail the financial impact on the Proposal price, the schedule impact and any other consequences of the proposed alternative solution; and
 - 29.4.8 includes sufficient information to allow a comparison of the alternative Proposal with the Proposal that fully addresses the requirements set out in this RFP and the Resulting Subcontract.
- 29.5 Upon satisfaction of the above conditions, the Purchaser may evaluate any alternative Proposal in accordance with this RFP.

30. Substitution of a Bidder

- 30.1 If during the period following the submission of the Proposal and prior to execution of the Resulting Subcontract with the Bidder, there occurs:
- 30.1.1 any of the events described in section 2.1 of the Articles of Agreement of the Resulting Subcontract ;or
 - 30.1.2 any other event that has the effect of substantially altering the composition or control of the Bidder or the business of the Bidder; or
 - 30.1.3 an amalgamation through the operation of law,
- the Purchaser may allow, at its absolute discretion, in limited circumstances and on such terms as the Purchaser considers appropriate, the substitution of that Bidder with another legal entity, or the continuance of that Bidder by operation of law, upon receipt of a joint written request from or on behalf of the Bidder and the other legal entity or the amalgamated legal entity.
- 30.2 If no request for substitution is made pursuant to section 30.1, or the Purchaser chooses not to allow the substitution or continuance under section 30.1, the Purchaser may, at its absolute discretion, decide not to consider the Proposal any further or, in considering it, may take into account the impact of the event on the information provided in the Proposal.

- 30.3 If the Purchaser allows the substitution or continuance under section 30.1, the Purchaser may evaluate the Proposal in its original form prior to the event, except that the impact of the event on the information provided in the Proposal may be taken into account.

SECTION 3 – COMPETITIVE SELECTION PROCESS

31. Overview

Subject to the Purchaser's rights in this RFP, the major activities of the RFP Process after issue of the RFP are described in this section.

32. Proposal Presentations

The Purchaser may, after the Proposal Closing Date and Time and having provided Bidders with reasonable written advice, require any or all the Bidders to provide a presentation on the Bidder's Proposal at the Purchaser's Premises, or the Bidder's facilities at the discretion of the Purchaser, at a time and date to be advised by the Purchaser in writing.

33. Evaluation of the Proposal

- 33.1 Proposals will be evaluated on the following basis:

33.1.1 the following are Mandatory Evaluation Criteria:

33.1.1.1 fixed firm prices (with an escalation clause following the second anniversary of the EDS – see Schedule G2 (Price Itemization, Charge Out Rates and Option prices) of the Resulting Subcontract); and

33.1.1.2 Technical Requirements indicated as mandatory (if any) in Schedule B1 (End User's Requirements, VCRI and Compliance Matrix) and/or Schedule B3 (General Technical Requirements, VCRI and Compliance Matrix) of the Resulting Subcontract (see column in the VCRI's headed 'Mandatory'); and

33.1.2 the non-Mandatory Evaluation Criteria are set out in section 39.2.

- 33.2 Neither the lowest priced Proposal, nor any Proposal will necessarily be accepted by the Purchaser. The Purchaser is seeking overall Best Value for Money.

- 33.3 The Purchaser may, in its evaluation of Proposals:

33.3.1 consider additional information not included in the list of Mandatory Evaluation Criteria or non-Mandatory Evaluation Criteria, including information from the Third Party Beneficiaries;

33.3.2 use material proposed in response to one evaluation criterion in the evaluation of other criteria; and

33.3.3 subject to its Intellectual Property and confidentiality obligations, use material proposed by a Bidder in other solicitations conducted by the Purchaser for purposes consistent with the Purchaser's procurement objectives.

- 33.4. Proposals that are frivolous, incomplete, non-compliant with essential requirements, clearly will not meet the Purchaser's schedule requirements or which are clearly non-competitive may be either excluded from consideration at any time during the evaluation process at the Purchaser's absolute discretion or the Purchaser may consider such Proposals and seek clarification in accordance with section 34.

- 33.5. If a Bidder is found to have made a false, misleading or deceptive claim or statement (including information provided by the Bidder in the Purchaser's Approved Suppliers' Portal, the Purchaser may exclude the Proposal from further consideration at any time.

34. Clarification

- 34.1 The Purchaser may, at any time during the RFP Process, seek clarification from and enter into discussions with any or all of the Bidders in relation to their Proposals, and seek additional information in respect of any aspect of a Proposal. The Purchaser may request to visit the facilities of a Bidder and their proposed lower tier suppliers to verify or clarify attributes of their Proposals. The Bidder shall comply with any such request. The Purchaser may use such information in interpreting the Proposal and in evaluating the cost, quality and sustainability of the Proposal. The Purchaser is not under any obligation to take into account additional information provided by the Bidder in response to a request.
- 34.2 The Bidder may seek clarification of the meaning of the content of this RFP or the Resulting Subcontract in accordance with section 14.2.

35. Parallel Offer Definition Activities

- 35.1 In addition to the activities described in section 34, the Purchaser may also conduct Parallel Offer Definition Activities with one or more Bidders to, without limitation:
- 35.1.1 better define particular aspects of their Proposals;
 - 35.1.2 better demonstrate solution(s) proposed by one or more Bidders;
 - 35.1.3 identify and mitigate any technical risks; and
 - 35.1.4 develop prototypes, if considered necessary and appropriate by the Purchaser.
- 35.2 The Purchaser may use the outcomes of the Parallel Offer Definition Activities in finalising the evaluation of Proposals under the RFP Process.
- 35.3 The Bidder may submit, or be required to submit, a refined Proposal, including with revised pricing to the Purchaser as a result of the Parallel Offer Definition Activities. The Purchaser may decide not to consider any revised pricing if it considers that the Bidder has changed the underlying basis on which it's pricing was calculated.
- 35.4 The Bidder is responsible for the costs and expenses associated with participation in the Parallel Offer Definition Activities.

36. Negotiation

The Purchaser may engage one or more Bidders in detailed discussions and negotiations with the goal of maximising the benefits of this RFP as measured against the evaluation criteria set out in section 33.1.1 and section 39.2 and fully understanding a Bidder's Proposal, including risk allocation. As part of the RFP Process, Bidders may be asked to improve or consolidate any of the technical, commercial, legal, IRB, financial and operational aspects of their Proposals. The Purchaser may choose to negotiate with one, some or all Bidders.

37. Preferred Bidder Status

- 37.1 The Purchaser may select one or more Bidders as 'preferred' Bidders with or without announcement, but such selection:
- 37.1.1 does not affect or limit the Purchaser's rights or the Bidder's obligations under this RFP;
 - 37.1.2 is not a representation that the Resulting Subcontract will be entered into between the Purchaser and any Bidder; and
 - 37.1.3 the Purchaser may recommence or commence negotiations under this RFP with any other Bidder whether or not a Bidder has been selected as a 'preferred' Bidder.

38. Debriefing of Bidders

38.1 The Purchaser will not be conducting any de-briefings for any unsuccessful Bidders. By submitting a Proposal, the Bidder has irrevocably agreed that the Purchaser is not required to conduct a de-briefing and will not be required to provide any reasons for not doing so.

39. Non-Mandatory Evaluation Criteria

39.1 The Bidder acknowledges and accepts by responding to the RFP that the non-Mandatory Evaluation Criteria associated with each of the subordinate criteria are not the only basis upon which the Purchaser may evaluate Proposals in accordance with the subordinate criteria described in section 39.2.

39.2 The non-Mandatory Evaluation Criteria include the following (not in any order of importance):

Key Criteria	Subordinate Criteria and Evaluation Items
The extent to which the Proposal adheres to the Resulting Subcontract.	The extent to which the Bidder's acceptance of the Resulting Subcontract compares to other Bidders (part of the 'cost' and 'quality' elements of Best Value for Money) Evaluation item: <i>Completed Compliance Matrices to the Resulting Subcontract (see BDRL)</i>
The extent to which the acquisition cost offers Best Value for Money	The extent to which the cost to the Purchaser to acquire the Deliverables compares to other Bidders (part of the 'cost' element of Best Value for Money) Evaluation item: <i>Completed Schedules G1 and G2, PAS and Schedule E (see BDRL)</i>
The extent to which the 'Whole Life' cost of the Supplier's Solution offers Best Value for Money	The extent to which the cost to Canada to support the Deliverables throughout the operational life of the Ship compares to other Bidders (part of the 'cost' element of Best Value for Money) Evaluation item: <i>Completion of Attachment E and Schedule E (see BDRL)</i>
The extent of Non-Recurring Engineering (NRE)	The extent to which NRE in the Supplier's Solution compares to other Bidders (part of the 'cost' and 'quality' elements of Best Value for Money) Evaluation item: <i>Declaration in section 1 of the Articles of Agreement "Maturity of the Solution"; and completion of Appendix G (Supplier's Background IP Rights) of the Articles of Agreement, PAS and completed Compliance Matrices for Schedules B1 to B4 inclusive (see BDRL)</i>
The extent to which the Supplier's Solution meets the Technical Requirements	The extent to which the Deliverables meet the Technical Requirements compares to other Bidders (part of the 'quality' element of Best Value for Money) Evaluation item: <i>Completed Compliance Matrices for Schedules B1 to B4 inclusive (other than column 17) and Schedule C (see BDRL)</i>
The extent to which the VCRIs completed by the Bidder demonstrate compliance to the Technical Requirements early in the Project life cycle rather than later in the Project life cycle	The extent to which early verification and validation of compliance to the Technical Requirements compares to other Bidders (part of the 'quality' element of Best Value for Money) Evaluation item: <i>Completed VCRIs for Schedules B1 to B4 inclusive (see BDRL)</i>
The extent to which the Bidder meets the requirements of Part 3 (Engineering) of Schedule D1, Part 3 (Engineering) of Schedule D2 and Part 3 (Engineering) of Schedule D3	The extent to which compliance to the technical requirements of Part 3 of each of Schedule D1, Schedule D2 and Schedule D3 compares to other Bidders (part of the 'quality' element of Best Value for Money) Evaluation item: <i>Completed Compliance Matrices to Part 3 (Engineering) of Schedule D1, Part 3 (Engineering) of Schedule D2 (SDRL) and Part 3 (Engineering) of Schedule D3 (see BDRL)</i>
The extent to which the Supplier's Solution is type approved or design by class approved	The extent to which the Bidder's Deliverables meet the Classification Society requirements compares to other Bidders (part of the 'quality' element of Best Value for Money) Evaluation item: <i>Response to Schedules B1 to B4 inclusive, Schedule C1, completion of the VCRIs and completion of</i>

Key Criteria	Subordinate Criteria and Evaluation Items
	<i>Attachment C (see BDRL)</i>
The extent to which the proposed Supplier's Solution meets the support requirements	The extent to which compliance to the support requirements compares to other Bidders (part of the 'quality' element of Best Value for Money) Evaluation item: <i>Completed Compliance Matrix for Schedule B5 and Attachment E (see BDRL)</i>
The extent to which the Bidder meets the requirements of Part 4 (ILS) of Schedule D1, Part 4 (ILS) of Schedule D2 and Part 4 (ILS) of Schedule D3	The extent to which compliance to the support requirements of Part 4 of each of Schedule D1, Schedule D2 and Schedule D3 compares to other Bidders (part of the 'quality' element of Best Value for Money) Evaluation item: <i>Completed Compliance Matrices to Part 4 (ILS) of Schedule D1, Part 4 (ILS) of Schedule D2 and Part 4 (ILS) of Schedule D3 (see BDRL)</i>
The extent to which the Supplier's Solution maximizes direct Canadian Content Value (CCV)	The extent to which direct Canadian Content Value in the Supplier's Solution compares to other Bidders (part of the 'sustainability' element of Best Value for Money) Evaluation item: <i>Completed Compliance Matrix for Schedule B6, Part 11 (IRB) of Schedule D1, Part 11 (IRB) of Schedule D2, Part 11 (IRB) of Schedule D3 and the CCV Form set out in Attachment F (see BDRL)</i>
The extent to which the Proposal includes Aboriginal Businesses	The extent to which the Proposal includes Aboriginal Businesses compares to other Bidders (part of the 'sustainability' element of Best Value for Money) Evaluation item: <i>Completion of Attachment F (see BDRL)</i>
The extent to which the Supplier's Solution is free of export control	The extent to which the Deliverables are free of export control compares to other Bidders (part of the 'sustainability' element of Best Value for Money) Evaluation item: <i>Completion of Attachment C (see BDRL)</i>
The extent to which the Bidder has experience supplying to the End User	The extent to which experience with the End User compares to other Bidders (part of the 'sustainability' element of Best Value for Money) Evaluation item: <i>Completion of Attachment C (see BDRL)</i>
The extent to which the Bidder has offered innovative solutions in an alternative Proposal	The extent to which innovative thinking compares to other Bidders (all the evaluation criteria set out above to be repeated) Evaluation item: <i>Response to section 29.4 of the RFP and the evaluation of any alternative Proposal</i>

SECTION 4 – INSTRUCTIONS

40. General

- 40.1 The Bidder is reminded to complete and return the RFP Acknowledgment Form.
- 40.2 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.
- 40.3 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 should not be included in its response to this RFP.

41. RFP Composition

- 41.1 This RFP is composed of the following documents:
 - 41.1.1 Purchaser's covering letter/email;

- 41.1.2 the RFP (this document);
- 41.1.3 RFP Acknowledgment Form;
- 41.1.4 Resulting Subcontract (by reference to a website in the Purchaser's covering letter to the RFP);
- 41.1.5 Price Analysis Sheets or PAS (soft copy);
- 41.1.6 Compliance Matrices for Schedule A (General Conditions) and the SOWs (soft copy);
- 41.1.7 Attachment C (General Questionnaire) (soft copy);
- 41.1.8 section 1 (Definitions) of the Articles of Agreement) (soft copy);
- 41.1.9 Compliance Matrices and VCRI for Schedules B1 to B4 inclusive and the Schedule C VCRI (soft copies);
- 41.1.10 Compliance Matrix for Schedule B5 (ILS)
- 41.1.11 Attachment D (Software Questionnaire) (soft copy);
- 41.1.12 Attachment E (ILS Support Capabilities Questionnaire) (soft copy);
- 41.1.13 Schedule E (Ship Equipment List, On Loan Items, SPT and Spares) (soft copy);
- 41.1.14 Schedule G1 (Financial Arrangements) (soft copy);
- 41.1.15 Schedule G2 (Price Itemization, Charge Out Rates and Option Prices) (soft copy); and
- 43.1.16 Attachment F (CCV) (soft copy).

42. Purpose of Each Document Composing the RFP

42.1 The purpose of each document forming the RFP is summarised as follows:

42.1.1 Purchaser's covering letter/email

Letter/email issued by the Purchaser requesting proposals.

42.1.2 RFP Acknowledgement Form

Form to be signed and returned by the Bidder acknowledging receipt of the RFP and indicating either: (a) an intention to submit a Proposal in accordance with the conditions of the RFP; or (b) declining to submit a Proposal. A completed RFP Acknowledgement Form should be returned within five (5) Working Days of receipt of the RFP.

42.1.3 Conditions of the RFP (this document).

The conditions of the RFP that the Bidder is deemed to have accepted without variance upon submission of a Proposal.

42.1.4 Resulting Subcontract

42.1.4.1 Articles of Agreement and Schedule A (General Conditions)

These documents set out the Purchaser's and Canada's commercial terms and conditions of the Resulting Subcontract. The Proposal and price should reflect this. A separate Price Analysis Sheet (**PAS**) and Compliance Matrix (**CM**) to the commercial terms must be submitted as part of the Bidder's Data Requirements List (**BDRL**) as well as completion of the definitions set out in section 1 of the Articles of Agreement forming part of the Resulting Subcontract.

42.1.4.2 Schedules B1 to B4 inclusive - the End User's and Purchaser's Technical Requirements, VCRI and Compliance Matrices

These documents set out the End User's and the Purchaser's technical, operational, performance, interface and support requirements (collectively the **Technical Requirements**). This is a requirements based Specification. Compliance with some of the Technical Requirements may be mandatory (see section 33.1.1). Not all the Schedules are used (see Resulting Subcontract) as indicated by 'None' on the

front page of the Schedule not used. The Bidder must complete only those VCRI and CMs that have content. The completed VCRI and CMs must be submitted as part of the BDRL.

42.1.4.3 Schedule B5 (ILS Requirements and Compliance Matrix)

This document sets out the End User's and Purchaser's ILS requirements and compliance matrix.

42.1.4.4 Schedules C (Supplier's Specifications and VCRI)

The Supplier's Specifications and VCRI for the Equipment / System is the description of the technical *solution* (the **Supplier's Solution**) being offered to satisfy the Purchaser's Technical Requirements. The Supplier's Specifications and a completed VCRI must be submitted as part of the BDRL.

42.1.4.5 Schedule D1 (Statement of Work), Schedule D2 (SDRL) and Schedule D3 (DIDs)

These documents detail the tasks to be performed (divided into 13 Parts) and the documents to be prepared and delivered by the Bidder (**Data Items**). A PAS and CM to the SOW must be submitted as part of the BDRL.

42.1.4.6 Schedule E (Ship Equipment List, On Loan Items, SPT, Deliverable Software and Spares)

These lists of physical items to be delivered under the Resulting Subcontract are to be completed by the Bidder as part of the Proposal. The completed Schedule E must form part of the BDRL.

The completed Schedule E will act as the price sheet for the materials. The PAS' will act as the price sheets for labour and other direct costs. The Bidder must populate all the Schedule E data fields down to the level of Line Replaceable Unit (**LRU**) (the Purchaser will provide the Purchaser's part numbers at a later date).

For On Loan Items, the Purchaser will advise the Bidder during any negotiations leading to the Resulting Subcontract of any items of equipment that the Purchaser wishes to borrow and return to the Bidder (e.g. special lifting beams required to unload / load the Equipment). Until such time as these On Loan Items are identified, this list within Schedule E remains blank.

For Commissioning, Harbour and Sea Trial Spares, the Supplier is to recommend (and price) the range and quantities of spares needed to support setting to work, commissioning and trialling the Equipment (**Note 1**: setting to work, commissioning and trialling the Equipment is performed by the Supplier. These are 'insurance' spares held by the Purchaser to reduce risk of schedule delay).

For Carried On Board Spares, Carried On Board STTE, Base Spares and Base STTE, the Supplier shall list and price in accordance with the information set out in Attachment E.

42.1.4.7 Schedule F (Supplier's Level 1 Schedule)

This is the Supplier's high-level schedule of activities for executing the Work. The Bidder must submit a Level 1 Schedule as part of the BDRL.

42.1.4.8 Schedules G1 (Financial Arrangements) and G2 (Price Itemization, Charge Out Rates and Option Prices)

Schedule G1 – The Bidder must complete the Milestone Payment Plan and submit as part of the BDRL. Each Milestone description shall be "All Work completed to the date of the Milestone".

Schedule G2 – The Bidder must complete this Schedule as follows:

Section A: Price Itemisation is already covered in the PAS' and the Schedule E1. This does not need to be completed and the Resulting Subcontract will indicate 'None'.

Section B: The Bidder must complete the table of Charge Out Rates and submit as part of the BDRL. When proposing escalation provisions beyond 'EDS plus two years', the price must be fixed at April 1 2016 Economic Conditions. The Bidder is requested to propose an escalation formulae using published national output indices.

Section C: The Bidder must complete the prices for the Options and submit as part of the BDRL.

42.1.5 General Questionnaire

This document confirms experience with the End User, build schedules, etc... and the definitions required to complete section 1 of the Articles of Agreement. The Bidder must complete the General Questionnaire (Attachment C) and submit as part of the BDRL.

42.1.6 Software Questionnaire

This document confirms the existence of any Software that is embedded in the Equipment and, if so, its pedigree, validation and verification. The Bidder must complete the Software Questionnaire (Attachment D) and submit as part of the BDRL.

43. Proposal Submittal

43.1 The Bidder shall submit one (1) original hard copy of the Proposal and any supporting documentation (such as brochures, handbooks and sample drawings) in the structure as defined in Attachment B.

43.2 The Bidder shall also submit one (1) electronic copy of the Proposal and supporting documentation in the same structure as defined in Attachment B.

43.3 The electronic copy of the Proposal shall be stored on a USB memory stick, with read access, that is machine readable in the following formats:

43.3.1 for text documents - Microsoft Word;

43.3.2 for spreadsheets - Microsoft Excel;

43.3.3 for databases - Microsoft Access;

43.3.4 for schedules - Microsoft Project;

or any other format as may be agreed in writing with the Subcontract Authority.

43.4 Volume 8 (Finance) of the Proposal shall be password protected. The Bidder shall send the password to the Subcontract Authority by email by the Proposal Closing Date and Time.

43.5 In the event of any discrepancy between any electronic copy and the original hard copy of the Proposal, the original hard copy shall take precedence.

ATTACHMENT A – STATEMENT OF REQUIREMENTS FOR THE RFP

[* insert the Statement of Requirements for the RFP]

[EXAMPLE]

Title	Deliverables under the Resulting Subcontract
<p>Phase 1</p> <p>The Design Phase</p>	<p>Fixed Firm Price (FFP) in original currencies for:</p> <ol style="list-style-type: none"> 1. the Licensing of the Supplier's IP rights as described in Schedule A (General Conditions); 2. Services as described in each Part of Schedule D1 under the titles: Section A – General, and Section B – The Design Phase; 3. Data Items as described in each Part of Schedule D1, Schedule D2 and Schedule D3 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; 5. Build slots to support delivery of the Equipment, Deliverable Software and Spares listed in Schedule E by the following Delivery Dates: <ul style="list-style-type: none"> (a) for Ship 1: [* DDMMYY]; (b) for Ship 2: [* DDMMYY]; and (c) for Ship 3: etc... 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; 7. unconditional, legally binding, irrevocable Options open for acceptance by the Purchaser, in writing, up to 17:00 hrs. Pacific Time on the following dates: <ul style="list-style-type: none"> Option 1: Phase 2 - The Build Phase for Ship 1: [* DDMMYY]; Option 2: Phase 3 - The Build Phase for Ship 1 and Ship 2: [* DDMMYY] and [DDMMYY]; Option 3: etc... 8. 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 10. 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.
<p>OPTION 1:</p> <p>Phase 2</p> <p>The Build Phase for Ship 1</p>	<p>Fixed Firm Price (FFP) in original currencies for:</p> <ol style="list-style-type: none"> 1. update of any Deliverable Software delivered under Phase 1; 2. one (1) Shipset of Equipment, On Loan Items, SPT, Deliverable Software and Spares for Ship 1, as listed in Schedule E, on or before the Delivery Dates set out in section 5(a) of Phase 1 above, or in response to a COI within the Call Off Instruction Period at any time thereafter; 3. shipping the Equipment, On Loan Items, SPT, Deliverable Software and Spares listed in Schedule E for Ship 1 DAP Vancouver Warehouse INCOTERMS 2010; 4. in the event that the Purchaser changes the shipping terms from DAP (Vancouver Warehouse) INCOTERMS 2010 to FCA (Pick Up Point) INCOTERMS 2010, then the Price will automatically be reduced by the amount of the Supplier's shipping, insurance, brokerage costs, duties and fees identified in Schedule E through a

	<p>Change Order;</p> <p>5. Supplier recommended standard training course and training course hand out materials for two (2) candidates of the Purchaser (both for operator and maintainer courses); and four (4) candidates for Ship Operator training; four (4) candidates for Ship Maintainer training; and four (4) candidates for Base Maintainer training. Location: Supplier's site. Language: English) as more fully described in Part 4 (ILS) and Part 7 (Commissioning, Test & Trials) of Schedule D1;</p> <p>6. handling, storage, care and preservation of the Equipment, SPT and Spares for Ship 1 listed in Schedule E1 until delivery to the Purchaser or the Purchaser's agent at either the Point of Delivery or Point of Pick Up as the case may be;</p> <p>7. Services as described in each Part of Schedule D1 for Ship 1 under the titles: Section A – General, and Section B – The Build Phase;</p> <p>8. Data Items as described in each Part of Schedule D1, Schedule D2 and Schedule D3 for Ship 1 under the titles: Section A – General, and Section B – The Build Phase;</p> <p>9. Defect Rectification during the Defect Rectification Period as defined in section 1 and Appendix B of the Articles of Agreement and Schedule A (General Conditions); and</p> <p>10. Warranty, as defined in Schedule A (General Conditions) for the Deliverables for the Warranty Period as defined in section 1 of the Articles of Agreement.]</p>
<p>OPTION 3:</p> <p>Phase 3</p> <p>Etc...</p>	<p>Fixed Firm Price (FFP) in original currencies for:</p> <p>1. etc...;</p>

Source of dates: [*]

ATTACHMENT B – BIDDER’S DATA REQUIREMENTS LIST (BDRL)

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 1	Cover	Supplier’s covering letter, executive summary and qualifications and experience;
Volume 2	Project Management	<ul style="list-style-type: none"> (a) completed Attachment C (General Questionnaire); (b) completed Compliance Matrix for Part 1 (Introduction) and Part 2 (Project Management) of Schedule D1 (SOW), Schedule D2 (SDRL) and Schedule D3 (DIDs); (c) complete the Compliance Matrix for Schedule A (General Conditions) of the Resulting Subcontract’ (d) inclusion of Supplier’s Level 1 Schedule for the Project (see Schedule F of the Resulting Subcontract) (this is an intentional repeat of section (g) of Volume 3 (Engineering); and (e) any other supporting documentation.
Volume 3	Engineering	<ul style="list-style-type: none"> (a) declaration as to Maturity of the Solution (see section 1 of the Articles of Agreement); (b) completed Schedules B1 to B4 inclusive (VCRI and Compliance Matrices); (c) inclusion of Supplier’s Specifications (part of Schedule C in the Resulting Subcontract); (d) completed VCRI for Schedule C (Supplier’s Specifications and VCRI) of the Resulting Subcontract; (e) completed Attachment D (Software Questionnaire); (f) completed Compliance Matrices for Part 3 (Engineering) of Schedule D1, Part 3 (Engineering) of Schedule D2 and Part 3 (Engineering) of Schedule D3; (g) inclusion of Supplier’s Level 1 Schedules for the Project (see Schedule F of the Resulting Subcontract); and (h) any supporting technical documentation
Volume 4	ILS	<ul style="list-style-type: none"> (a) declaration as to Maturity of the Solution (see section 1 of the Articles of Agreement) (this is an intentional repeat of section (a) of Volume 2 (Engineering); (b) completed Compliance Matrix for Schedule B5 (ILS and Compliance Matrix); (c) completed Attachment E (ILS Support Capabilities Questionnaire) and required supporting documentation, specifically including manuals/publications; (d) completed Compliance Matrix for Part 4 (ILS) of Schedule D1 (SOW), Part 4 (ILS) of Schedule D2 (SDRL) and Part 4 (ILS) of Schedule D3 (DIDs); (e) inclusion of Supplier’s Level 1 Schedules for the Project (see Schedule F of the Resulting Subcontract) (this is an intentional repeat of section (d) of Volume 2 (Project Management) and section (g) of Volume 3 (Engineering); and (f) any other supporting ILS documentation;
Volume 5	Quality Assurance	<ul style="list-style-type: none"> (a) completed Compliance Matrix for Part 5 (Quality Assurance) of Schedule D1, Schedule D2 and Schedule D3;

Volume 6	Operations	(a) completed Compliance Matrix for Part 6 (Operations) of Schedule D1, Schedule D2 and Schedule D3;
Volume 7	Commissioning, Test & Trial	(a) completed Compliance Matrix for Part 7 (Commissioning, Test & Trials) of Schedule D1, Schedule D2 and Schedule D3;
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 following second anniversary of EDS; (g) completed Pricing of Section C of Schedule G2 (Options) (h) completed Compliance Matrix for Part 8 (Finance) of Schedule D1, Schedule D2 and Schedule D3; and (i) any other financial information relating to the Bidder.
Volume 9	Security	(a) completed Compliance Matrix for Part 9 (Security) of Schedule D1, Schedule D2 and Schedule D3;
Volume 10	Health, Safety & Environment	(a) completed Compliance Matrix for Part 10 (Health, Safety & Environment) of Schedule D1, Schedule D2 and Schedule D3;
Volume 11	IRB	(a) completed Attachment F (CCV Form); (b) completed Compliance Matrix for Part 11 (IRB) of Schedule D1, Schedule D and Schedule D3; and (c) any other supporting documentation.
Volume 12	Logistics	(a) completed Compliance Matrix for Part 12 (Logistics) of Schedule D1, Schedule D2 and Schedule D3;
Volume 13	IT IM	(a) completed Compliance Matrix for Part 13 (IT IM) of Schedule D1, Schedule D2 and Schedule D3;
Volume 14	Alternative Proposal	Repeat structure of Volumes 2 to 13 inclusive

ATTACHMENT C – GENERAL QUESTIONNAIRE

[* Insert Project specific questionnaire to be completed by the Bidder]

[* insert definitions from section 1 of the Articles of Agreement to be completed by the Bidder]

[* insert all Appendices from the Articles of Agreement to be completed by the Bidder]

Source: [*][* DDMMYY]

ATTACHMENT D - SOFTWARE QUESTIONNAIRE

Item #	Question	Response Yes/No
Q1	Does your Equipment contain embedded Software?	[* 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 Q6	
	Off the Shelf Software	
Q3	Provide a detailed description:	[* insert detailed description]
Q4	What validation and verification was carried out on the Software?	[* insert validation and verification activities]
Q5	How much tailoring would be required, in % terms, to satisfy the Technical Requirements?	[*]%
	If 0%, then go to Q9	
	If > than 1%, please give brief description of what is required:	[* insert brief description]
	Bespoke and/or Modified OTS Software	
Q6	What is the estimated number of lines of code required to complete the Software to satisfy the Technical Requirements?	[* insert number of lines of code]
Q7	Provide a description of the intended Software life cycle including validation and verification?	[* insert description]
Q8	What experiences have you in writing Software in this arena? Provide examples:	[* insert experience and examples]
	General	
Q9	Is the Software implementing any safety functions?	[* insert Yes or No]
	If 'Yes', please describe what is being implemented and how:	[* insert description]
Q10	What interfaces does the Software have? Give full name and release for all interfaces:	[* insert description of interfaces]
Q11	Are you ISO 9001 accredited?	[* insert Yes or No]
Q12	What is your CMMI level?	[* insert level]
Q13	Provide any other relevant information:	[* insert other relevant information]

For and on behalf of:
 [* insert legal name of Bidder]

Signature:

I warrant that I have authority to bind the company.

Print name: [*]

Title: [*]

Date: [*]

ATTACHMENT E - INTEGRATED LOGISTICS SUPPORT CAPABILITIES QUESTIONNAIRE

[* Insert Project specific ILS questionnaire]

Source: [* insert source] [DDMMYY]

ATTACHMENT F – CCV FORM

1. GENERAL

The product and/or service that you have and/or may supply to the Purchaser may be subject to compliance with the Canada's Industrial and Regional Benefits (*IRB*) Program, in which Canadian Content Value (**CCV**) information is requested by Canada. CCV is measured in Canadian dollars.

In an effort to remain compliant with the IRB Program, we ask that you please provide the following information:

Company Name (Full legal name)			Primary Contact		
			Phone		
			Fax		
			Email		
Street Address			Additional Comments, if any:		
Province		Postal Code			
<p>Small and Medium Business or SMB means a Canadian-based, independently-owned and operated manufacturer or service company with fewer than two hundred and fifty (250) full-time personnel as of the date of entering into an eligible IRB Transaction. Agents and distributors of foreign goods and services as well as subsidiaries of large firms do not qualify as Small and Medium Businesses.</p>					
Based on the above definition, is your business SMB?				Number of full-time employees?	
Yes <input type="checkbox"/> No <input type="checkbox"/>					
What is the Canadian Content Value (CCV) of your supplied products/services?					
Please state your CCV in percentage: _____ % (Please refer to the information provided below on how to					
Signature:				Date:	

2. CANADIAN CONTENT VALUE (CCV)

The CCV shall be determined by the 'Net Selling Price Method' or the 'Cost Aggregate Method'.

- 2.1. **Net Selling Price Method:** A product or service (i.e. Equipment / System) which bears a substantiated selling price may have its CCV calculated as follows:
 - 2.1.1. Begin with the total selling price of the product or service;
 - 2.1.2. Subtract the applicable customs duties, excise taxes and applicable GST, HST and all provincial sales taxes and
 - 2.1.3. Subtract any costs incurred as set out in section 2.3.
- 2.2. **Cost Aggregate Method:** Any product or service that cannot be assigned a substantiated selling price may have its CCV calculated as the aggregate of the following:
 - 2.2.1. The cost of parts produced in Canada, and the cost of materials to the extent that they are of Canadian origin, that are incorporated in the Equipment / System in the factory of the manufacturer in Canada;

- 2.2.2. The cost of parts or materials which the IRB Authority can verify as being of Canadian origin, in that they have been exported from Canada and subsequently imported into Canada as parts or finished goods;
- 2.2.3. Transportation costs, including insurance charges incurred in transporting parts and materials from a Canadian supplier or frontier port of entry to the factory of the manufacturer in Canada for incorporation in the Equipment, to the extent that such costs are not included in the foregoing paragraph; and
- 2.2.4. Such part of the following costs (not including GST, HST, all provincial sales taxes, excise taxes, royalties and license fees paid outside of Canada) as are reasonably attributable to the production or implementation of the equipment, service or activity:
 - 2.2.4.1. Wages and salaries paid for direct and indirect production and non-production labour in Canada paid to Canadians or to permanent residents as defined in the Immigration and Refugee Protection Act 2001, c.27;
 - 2.2.4.2. Materials used in the Work but not incorporated in the final products (i.e. Equipment / System);
 - 2.2.4.3. Light, heat, power and water;
 - 2.2.4.4. Workers' compensation, employment insurance and group insurance premiums, pension contributions and similar expenses incurred with respect to labour referred to above in 2.2.4.1;
 - 2.2.4.5. Taxes on land and buildings in Canada;
 - 2.2.4.6. Fire and other insurance premiums relative to production inventories and the production plant and its equipment, paid to a company authorized by the laws of Canada or any province to carry on business in Canada or such province;
 - 2.2.4.7. Insurance purchased specifically from a company authorized by the laws of Canada or any province to carry on business in Canada or such province;
 - 2.2.4.8. Rent of factory or office premises paid to a registered owner in Canada;
 - 2.2.4.9. Maintenance and repairs to buildings, machinery and equipment used for production purposes that is executed in Canada;
 - 2.2.4.10. Tools, dies, jigs, fixtures and other similar plant equipment items of a non-permanent nature that have been designed, developed or manufactured in Canada;
 - 2.2.4.11. Engineering and professional services, experimental work and product (i.e. Equipment / System) or process development work executed and completed in Canada;
 - 2.2.4.12. Pertinent miscellaneous factory and office expenses, such as: administrative and general expenses; depreciation with respect to production machinery and permanent plant equipment and the installation costs of such machinery and equipment; and, a capital allowance not exceeding five percent (5%) of the total capital outlay incurred for buildings in Canada owned by the producer of the work;
 - 2.2.4.13. Personal travel expenses, including Canadian carriers, accommodations and meals, for travel associated with Direct IRB activities in this [* insert Project name] subcontract;
 - 2.2.4.14. Fees paid for services not elsewhere specified; and
 - 2.2.4.15. Pre-tax net profit upon which Canadian taxes are paid or are payable.

2.3. Costs or Business Activities that are Ineligible for IRB Credit:

- 2.3.1. The value of materials, labour and services imported into Canada;
- 2.3.2. In the case of Indirect IRB, the value of raw materials and Semi-Processed Goods exported from Canada;
- 2.3.3. The value of any living, relocation costs and remuneration paid to non-Canadians for work on the Project;
- 2.3.4. The amount of all Canadian Excise Taxes, Import Duties, Federal and Provincial Sales Taxes, Goods and Services Taxes, Harmonized Sales Taxes and other Canadian duties;
- 2.3.5. The value of goods and services with respect to which IRB Credit has been received or is being claimed by the Purchaser or its Eligible Parties as an IRB to Canada under any other IRB Obligation or agreement;
- 2.3.6. Any proposal or bid preparations costs;
- 2.3.7. All transportation or travel costs not covered under sections 2.2.3 or 2.2.4.13;
- 2.3.8. Obligations of the Federal Government (e.g. government furnished equipment);
- 2.3.9. License fees paid by the Canadian IRB Recipient and any on-going royalty payments;
- 2.3.10. IRB Transactions claimed by a contractor that pertain to its influence or that of one of its Eligible Parties over any country's purchasing agent/department;
- 2.3.11. Interest costs associated with letters of credit or other financial instruments to support IRB Transactions;
- 2.3.12. Fees paid to lobbyists (as per the Lobbying Act); and
- 2.3.13. Fees paid to third-party consultants or agents for work related to obtaining IRB Credit against this Subcontract. This includes, but is not limited to, providing advice on the IRB Policy, preparation of IRB Transactions and/or reports, representing the interests of the Subcontractor to the IRB Authority, and/or searching for potential recipient firms.

ATTACHMENT G – ENQUIRY FORM

RFP #: [insert RFP #]

SWBS #: [insert SWBS #]

Equipment: [insert description of the Equipment]

Supplier: [insert name of Supplier]

Contact: [insert name and email address of Supplier's Representative]

Query

[describe query]

Is this query of a commercially sensitive nature? [Yes/No (delete as appropriate)]

Does this query have a potential impact on the cost base? [Yes/No (delete as appropriate)]

Could this query distort the quality of the Proposal? [Yes/No (delete as appropriate)]

Date: [insert DDMMYY]

+++++

Response

[insert response]

Date: [insert DDMMYY]