Continuous Request for Supplier Qualifications

for

Tail Shaft Support Services

Request for Supplier Qualifications No.: **65-2026**

Issued: **September 8, 2026**

Submission Deadline: This continuous RFSQ ("RFSQ") shall remain open to continuously receive submissions from eligible respondents until otherwise determined by BC Ferries

Issuing Office:

Supply Chain and Procurement Services
British Columbia Ferry Services Inc.
12800 Rice Mill Road
Richmond, BC
V6W 1A1

Note: This continuous RFSQ is a reposting of RFSQ 55-2025 Tail Shaft Support Services, to pre-qualify contractors for providing tail shaft inspection, maintenance, repair, overhaul, balancing, wrapping and straightening services. Any contractors who have in-house capabilities to perform tail shaft support services must apply to this RFSQ.

Currently contracted contractors who were awarded a Master Services Agreement ("Agreement") on RFPS 55-2025 do not need to apply to this RFSQ as their Agreements are still in effect.

For clarity: no other services are being considered in this RFSQ.

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This continuous Request for Supplier Qualifications ("RFSQ") is an invitation by British Columbia Ferry Services Inc. ("BC Ferries") to prospective respondents to qualify for eligibility to provide Tail Shaft Support Services as further described in Section A of the RFSQ Particulars (Appendix A) (the "Deliverables").

BC Ferries operates as an independent, regulated, self-financing company providing passenger and vehicle ferry service to ports of call throughout coastal British Columbia.

For more information about BC Ferries, please visit https://www.bcferries.com.

Overview:

This Request for Supplier Qualifications identifies a business opportunity for the successful respondent to enter into a Master Services Agreement to provide tail shaft support services.

The purpose of this RFSQ is to identify respondents experienced in providing tail shaft inspection, maintenance, repair, overhaul, balancing, wrapping, and straightening services.

BC Ferries is seeking qualified machine shops with in-house capabilities to perform tail shaft support services. Respondents must be able to demonstrate ownership and operation of relevant equipment and service facilities as described in section 7 [Service Facility Information] in Section F of Appendix A of this RFSQ.

For clarity: only respondents whose main business is providing in-house tail shaft support services will be considered. Third party respondents or respondents (for example - general contractors) who are not in the business of providing in-house tail shaft services and do not have direct machinery and facility capabilities will not be considered.

Out of scope: This RFSQ specifically excludes underwater repairs and on-site repairs.

Based on the review of the RFSQ responses, BC Ferries intends to pre-qualify multiple respondents to be placed onto a pre-qualified contractor list and enter into a Master Services Agreements with, and then proceed with future invitational procurement process(s) on an as-and-when-required basis with the intention to award work for in the form of a Statement of Work (SOW).

For clarity, only respondents who are prequalified on this RFSQ will be invited to the future procurement process(s).

Receipt of submissions from respondents in relation to this RFSQ will not constitute a legal offer or a contract to purchase goods/services. No respondent will acquire any legal rights or privileges whatever in relation to this project as a result of this RFSQ.

The information contained in this document is intended to assist respondents in offering a solution. It is not intended to limit the scope of response and is open to interpretation as to how said criteria are achievable.

Instructions for submitting responses; the terms and conditions which would govern any contract resulting from this Request for Response; the procedure and criteria by which a respondent will be selected; and the specifications for the required goods and/or services are described herein.

1.1.1 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the Master Services Agreement for tail shaft support services (the "Master Services Agreement" or the "MSA") described below in Section 1.3. If the response is being submitted jointly by two (2) or more separate entities, the response must identify only one (1) of those entities as the "respondent". The respondent will be responsible for the performance of the Deliverables pursuant to any contract awarded during the term of the Master Services Agreement.

1.2 RFSQ Contact

For the purposes of this procurement process, the "RFSQ Contact" will be:

Fatima Catalan
Category Manager, Vessels
Email address: procurement@bcferries.com

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of BC Ferries, other than the RFSQ Contact, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent's response.

1.3 Prequalification Process

1.3.1 Type of Contract

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of this RFSQ. Based on the evaluation of responses, selected respondents will be invited to enter into a Master Services Agreement in the form set out in Appendix B, which will govern the potential subsequent provision of the Deliverables.

BC Ferries will not be obligated to any respondent in any manner until a contract has been duly executed between BC Ferries and the successful respondent.

If for any reason, the respondent fails to comply with any provision of the contract and the respondent fails to correct the deficiency or deficiencies within a period satisfactory to BC Ferries, the contract will be subject to cancellation by BC Ferries without further notice.

Should the requirements of BC Ferries change during the contract term or any extension thereof, BC Ferries reserves the right to amend the requirements stated herein and if necessary, cancel the contract after giving ten (10) days written notice of cancellation to the respondent.

Upon execution of the Master Services Agreement, the respondent will be included on the roster of qualified suppliers (the "Approved Contractor List").

1.3.2 Term of Contract

The initial term of the MSA is to be until October 31, 2028, with an option in favour of BC Ferries to extend on the same terms and conditions. Any contract extension is subject to mutual agreement of any price changes unless either party notifies the other otherwise in writing at least ninety (90) days prior to the expiration of the initial term or any extension thereof.

The Master Services Agreement will remain in effect until terminated by BC Ferries or until such time as the supplier is removed from the Approved Contractor List.

During the term of the Master Services Agreement, BC Ferries may invite the qualified suppliers to compete in invitational second-stage competitive processes ("Request for Quote" ("RFQ")) for discrete work assignments involving the provision of the Deliverables. If selected to perform a work assignment, the supplier will provide the Deliverables in accordance with the general terms and conditions contained in the Master Services Agreement and any specific terms and conditions included in the solicitation document for the RFQ.

BC Ferries may periodically require all suppliers on the Approved Contractor List to provide documentation for reassessment of their qualifications. The reassessment will be based on the same requirements and evaluation process set out in this RFSQ. Suppliers that do not continue to satisfy the qualification requirements set out in this RFSQ will be removed from the Approved Contractor List.

Suppliers that fail to perform contracts awarded through a RFQ in a satisfactory manner will be removed from the Approved Contractor List. Suppliers may also be removed from the Approved Contractor List for reasons of conflict of interest or unethical conduct.

Suppliers that are removed from the Approved Contractor List will not be eligible to re-qualify for inclusion on the Approved Contractor List for a period of three (3) years.

A supplier that applies for qualification and is not selected for inclusion on the Approved Contractor List will not be permitted to reapply for a period of one (1) year.

1.3.3 Performance

The successful respondent's performance in the ensuing contract shall be evaluated based on the Performance Indicators outlined in Appendix D. The BCF project owner / or assigned BCF contract manager shall lead this evaluation, with input from key end-users and stakeholders. It is expected that this evaluation be carried out shortly after substantial completion of the awarded scope of work, or on a scheduled basis during the term of the MSA.

The successful respondent will be given the opportunity to review and discuss the evaluation and a copy of the completed evaluation form will be kept on record for reference, and may be used in future award decisions.

1.4 RFSQ Timetable

1.4.1 Key Dates

Issue Date of RFSQ	September 8, 2026
Deadline for Questions	Ongoing until otherwise determined by BC Ferries
Deadline for Issuing Addenda	Ongoing until otherwise determined by BC Ferries
Submission Deadline	Ongoing until otherwise determined by BC Ferries
Anticipated Execution of MSA	Ongoing

The RFSQ timetable is tentative only and may be changed by BC Ferries at any time. For greater clarity, business days means all days that BC Ferries is open for business.

1.5 Submission of Responses

1.5.1 Responses to be Submitted to Prescribed Location

Responses must be submitted at:

procurement@bcferries.com

1.5.2 Responses to be Submitted on Time

Responses must be submitted to the email address set out above on or before the Submission Deadline. Responses submitted after the Submission Deadline or to other locations will be rejected. BC Ferries does not accept any responsibility for responses delivered to any other email address or by any other means by the respondent. Respondents are advised to submit their responses well before the deadline. Respondents submitting responses near the deadline do so at their own risk. Responses will be deemed to be received when they enter into the BC Ferries system and BC Ferries accepts no responsibility for responses sent prior to the deadline that fail for any reason to enter into the BC Ferries system by the deadline.

The determination of whether the response is delivered by the Submission Deadline shall be based on the electronic time and date stamp generated by BC Ferries' server, whether or not accurate.

1.5.3 Responses to be Submitted in Prescribed Format

Respondents must submit one (1) electronic copy of their response to the email address noted in 1.5.1. The email should indicate the RFSQ title and number (see RFSQ cover page) in the subject line and the full legal name of the respondent in the body of the email. Any pricing tables required in response to this RFSQ are to be submitted, in the electronic copy, in Word or Excel formats.

Respondents should note that the maximum acceptable email size is 10MB. If greater than 10MB, respondents should email responses in multiple emails. If sending in multiple emails, each email should indicate the total number of emails that are being sent. All emails must be received prior to the Submission Deadline.

1.5.4 Amendment of Responses

Respondents may amend their responses prior to the Submission Deadline by submitting the amendment in the same prescribed format as detailed in 1.5.3. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace.

1.5.5 Withdrawal of Responses

At any time throughout the RFSQ process, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be sent to the RFSQ Contact and must be signed by an authorized representative of the respondent. BC Ferries is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION AND SELECTION

2.1 Stages of Evaluation

BC Ferries will conduct the evaluation of responses in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. Responses that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of BC Ferries, be rejected. The mandatory submission requirements are set out in Section C of the RFSQ Particulars (Appendix A).

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFSQ, a respondent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, may be disqualified.

2.3 Stage II – Evaluation Requirements

Stage II will consist of the following two (2) sub-stages:

2.3.1 Mandatory Technical Requirements

BC Ferries will review the responses to determine whether the mandatory technical requirements as set out in Section D of the RFSQ Particulars (Appendix A) have been met. Responses that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.3.2 Evaluated Criteria

BC Ferries will evaluate each qualified response that pass all the technical mandatory requirements on the basis of the non-price evaluated criteria as set out in Section F of the RFSQ Particulars (Appendix A).

If applicable, the submitted pricing information will be scored in accordance with the price evaluation method set out in Section G of the RFSQ Particulars (Appendix A).

The final score will be calculated and will be weighted as follows:

Final Scoring – Non-Price Evaluated Criteria	Weighting
Non-Price Evaluated Criteria	100%
Pricing	0%
Total	**100%**

2.4 Ranking and Selection

Based on the evaluation of the responses, all scores will be added together, and respondents will be ranked based on their total scores. Based on the outcome, all respondents meeting the Minimum Thresholds set out in the Rated Criteria table in Section F of the RFSQ Particulars (Appendix A) will be selected to enter into a Master Services Agreement for inclusion on the Approved Contractor List for eligibility to participate in potential invitational second-stage competitive processes for the procurement of the Deliverables.

2.5 Notification of Selected Respondents

The respondents selected by BC Ferries will be so notified by BC Ferries in writing. Each selected respondent shall execute the MSA in the form attached as Appendix A to this RFSQ and will be required to satisfy the pre-conditions of selection listed in Section E of the RFSQ Particulars (Appendix A) within fifteen (15) days of notice of selection. Failure to do so may result in the disqualification of the respondent and the selection of another respondent.

If a selected respondent fails to execute the MSA or satisfy any pre-conditions of award within fifteen (15) days of notice of selection, BC Ferries may, without incurring any liability, proceed with the selection of another respondent and pursue all other remedies available to BC Ferries, up to and including directly awarding the contract to a respondent who did not participate in this RFSQ if the evaluation process in Section 2.3 of this RFSQ does not result in a successful respondent.

2.6 Second-Stage Competitive Process

Respondents who enter into a Master Services Agreement will then be eligible for invitational second-stage competitive processes per Schedule A - Services of the MSA.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a response should reference the applicable section numbers of this RFSQ.

A respondent who submits conditions, options, variations, or contingent statements, either as part of its response or after receiving notice of selection, may be disqualified.

3.1.2 Responses in English

All responses are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's response should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's response, but not attached, will not be considered to form part of its response.

3.1.4 Past Performance

In the evaluation process, BC Ferries may consider the respondent's past performance or conduct on previous contracts with BC Ferries or other institutions.

3.1.5 Information in RFSQ Only an Estimate

BC Ferries and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFSQ or issued by way of addenda. Any quantities shown or data contained in this RFSQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a response in response to this RFSQ including addendums and clarifications.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Response to be Retained by BC Ferries

BC Ferries will not return the response or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by BC Ferries to purchase any goods or services from any respondent. BC Ferries is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. BC Ferries makes no guarantee of the value or volume of Deliverables that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the described Deliverables. BC Ferries may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFSQ

3.2.1 Respondents to Review RFSQ

Respondents should promptly examine all of the documents comprising this RFSQ, and shall report any errors, omissions, or ambiguities and may direct questions or seek additional information in writing by email to the RFSQ Contact only on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means or to any other BC Ferries personnel. Information received from any other source is not official and may not be accurate.

BC Ferries is under no obligation to provide additional information, and BC Ferries will not be responsible for any information provided by or obtained from any source other than the RFSQ Contact. It is the responsibility of the respondent to seek clarification from the RFSQ Contact on any matter it considers to be unclear. BC Ferries will not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ may be amended only by addendum in accordance with this section. If BC Ferries, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for obtaining all addenda issued by BC Ferries.

No communication whether written or oral, including written responses to enquiries as may be provided from time to time, information provided at any industry or respondents' meetings (if held), or information exchanged with or provided by any party, will be included in or in any way amend the RFSQ. No amendment of any kind to the RFSQ is effective or may be relied upon unless it is contained in an addendum or an amended and restated RFSQ. Each addenda forms an integral part of the RFSQ.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If BC Ferries determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, BC Ferries may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify and Clarify

When evaluating responses, BC Ferries may request further information from the respondent or third parties in order to verify or clarify the information provided in the respondent's response.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once the selected respondents have been notified, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the RFSQ process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFSQ Contact and must be made within fourteen (14) days of such notification. The RFSQ Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by BC Ferries.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFSQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

(a) in relation to the RFSQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:

  (i) having or having access to confidential information of BC Ferries in the preparation of its response that is not available to other respondents;

  (ii) having been involved in the development of the RFSQ, including having provided advice or assistance in the development of the RFSQ;

  (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFSQ;

(iv) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including, but not limited to, the lobbying of decision-makers involved in the RFSQ process); or

(v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:

(i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

(ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.1.1 Additional Information – Conflict of Interest

(a) Respondents must prepare and submit their responses independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other respondent.

(b) Respondents shall include a statement in section 7 of Appendix C indicating whether or not the respondent or any individuals utilized in the preparation of the response, or who may be utilized in the provision of the work, goods or services under the contract, has a perceived, potential or actual conflict of interest such as having an existing business relationship with BC Ferries or the Office of the British Columbia Ferry Commissioner and/or being employed by BC Ferries or the Office of the British Columbia Ferry Commissioner or a relative of an employee, officer or director of BC Ferries or the Office of the British Columbia Ferry Commissioner and if so, the nature of the business relationship and/or potential or actual conflict. Respondents shall provide BC Ferries with the proposed means to mitigate and minimize to the greatest extent practical any such perceived, potential or actual conflict identified and shall submit such additional information to BC Ferries as BC Ferries may require to assess the conflict of interest. BC Ferries may consider this information in its assessment of the respondent(s)' response, whether to the respondent(s)' advantage or disadvantage.

(c) If a respondent is participating in more than one response (for example, as a respondent in one response and as a subcontractor in another response) BC Ferries may determine that this constitutes a conflict of interest and, at its discretion, require the respondent to withdraw one of the responses or notify the respondent that it will only evaluate the response that was first submitted.

(d) BC Ferries reserves the right to waive any and all potential or actual conflict of interest, whether arising out of existing business relationships or otherwise. Any waiver may be upon such terms and conditions as BC Ferries at its discretion may require to satisfy itself that the conflict of interest has been appropriately managed, mitigated and minimized, including requiring the Respondent and affected entities to put in place such policies, procedures, measures and other safeguards as may be required by and be acceptable to BC Ferries in its discretion to mitigate the impact of such conflict of interest or existing business relationship and to ensure that any and all confidential information the Respondents may have continues to be kept confidential and not disclosed or used except as expressly allowed by BC Ferries.

(e) The Respondent acknowledges that it is within BC Ferries' discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists and to reject a response accordingly and BC Ferries reserves the right to cancel the award if, in BC Ferries' sole and unfettered discretion, any interest disclosed from any source could give the appearance of a conflict of interest or cause speculation as to the objectivity of the RFSQ.

(f) This section applies to respondents and each respondent's team member and their respective employees, contractors, agents and representatives.

3.4.2 Disqualification for Conflict of Interest

BC Ferries may disqualify a respondent for any conduct, situation, or circumstances, determined by BC Ferries, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of BC Ferries may be precluded from participating in the RFSQ process in instances where BC Ferries has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

BC Ferries may disqualify a respondent or terminate any contract subsequently entered into if BC Ferries determines that the respondent has engaged in any conduct prohibited by this RFSQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFSQ or selection of respondents pursuant to this RFSQ without first obtaining the written permission of the RFSQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFSQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of selected respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of BC Ferries; deceitfulness; submitting responses containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

3.4.8 Subcontracting

Utilizing a subcontractor (who must be clearly identified) in the Respondent's proposal is acceptable. This also includes a joint submission by two or more firms having no formal corporate links. In either case, one Respondent must be prepared to take overall responsibility for successful delivery of the proposed program described herein and must a) identify which is the contractor and which is the subcontractor, and b) ensure that any such subcontractor complies with the contract and all applicable privacy, FOIPPA (as defined in section 3.8 below), security and PCI regulations. This must be defined in the proposal.

BC Ferries will not accept acknowledgements or enquiries from sub-contractors. All communications with respect to this RFSQ must be directed through the Respondent responding to this RFSQ.

3.5 Confidential Information

3.5.1 Confidential Information of BC Ferries

All information provided by or obtained from BC Ferries in any form in connection with this RFSQ either before or after the issuance of this RFSQ:

(a) is the sole property of BC Ferries and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFSQ and the performance of any subsequent contract for the Deliverables;

(c) must not be disclosed without prior written authorization from the RFSQ Contact; and

(d) must be returned by the respondents to BC Ferries immediately upon the request of BC Ferries.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by BC Ferries. The confidentiality of such information will be maintained by BC Ferries, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to BC Ferries' advisers retained to advise or assist with the RFSQ process, including the evaluation of responses. If a respondent has any questions about the collection and use of personal information pursuant to this RFSQ, questions are to be submitted to the RFSQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a) this RFSQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b) neither the respondent nor BC Ferries will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of respondents, a decision to reject a response or disqualify a respondent, or a decision of the respondent to withdraw its response.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and BC Ferries by this RFSQ process.

3.6.3 Cancellation

BC Ferries may cancel or amend the RFSQ process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3):

(a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c) are to be governed by and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable therein.

3.8 Freedom of Information and Protection of Privacy Act (FOIPPA)

(a) The Respondent acknowledges that BC Ferries is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165 ("FOIPPA"). The Respondent will ensure that all personal information that is collected, used, disclosed, retained or created is done so in accordance with FOIPPA.

(b) A Respondent may be providing, or have access to, records which will be subject to the access and privacy provisions of FOIPPA and will be required to comply with all applicable obligations outlined under FOIPPA.

(c) No Personal information, electronic or otherwise, is to be accessed from or processed, disclosed or stored outside of Canada without express prior written consent of BC Ferries in each instance.

3.9 Reserved Rights and Limitation of Liability

3.9.1 Reserved Rights of BC Ferries

BC Ferries reserves the right to:

(a) make changes, including substantial changes, to this RFSQ provided that those changes are issued by way of addendum in the manner set out in this RFSQ;

(b) request written verification or clarification from any respondent and incorporate a respondent's response to that request for clarification into the respondent's response;

(c) assess a respondent's response on the basis of: (i) a financial analysis determining the actual cost of the response when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this RFSQ, consider any other relevant information that arises during this RFSQ process;

(d) reject a response that contains abnormally low or unbalanced pricing;

(e) waive formalities and accept responses that substantially comply with the requirements of this RFSQ;

(f) verify with any respondent or with a third party any information set out in a response;

(g) check references other than those provided by any respondent;

(h) disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the respondent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

(i) select a respondent other than the respondent whose response reflects the lowest cost to BC Ferries;

(j) cancel this RFSQ process at any stage;

(k) cancel this RFSQ process at any stage and issue a new RFSQ for the same or similar deliverables;

(l) accept any response in whole or in part; or

(m) reject any or all responses;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.9.2 Limitation of Liability

By submitting a response, each respondent agrees that:

(a) neither BC Ferries nor any of its employees, officers, agents, elected or appointed officials, advisors, or representatives will be liable, under any circumstances, for any claim arising out of this RFSQ process including, but not limited to, costs of preparation of the response, loss of profits, loss of opportunity, or for any other claim, or suffered by Respondent as a result of or in connection with, any act, omission, decision or step taken by BC Ferries or any of its officers, directors, servants, contractors and agents in the exercise of any right or discretion under the RFSQ or otherwise relating to or arising out of the RFSQ process, including where BC Ferries is in breach of any duty owed at law to Respondent;

(b) the respondent waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the response, loss of profit, or loss of opportunity by reason of BC Ferries' decision to not accept the response submitted by the respondent, to enter into an agreement with any other respondent, or to cancel this RFSQ process, and the respondent shall be deemed to have agreed to waive such right or claim;

(c) nothing in the RFSQ or in the RFSQ process itself will relieve Respondents from forming their own opinions and conclusions with respect to the matters addressed in the RFSQ;

(d) no guarantee, representation or warranty, express or implied, is made with respect to the completeness or accuracy of any information presented in the RFSQ or during the RFSQ process. BC Ferries or any of its officers, directors, servants, contractors and agents shall not be liable to anyone as result of the use of any information contained in the RFSQ or provided during the RFSQ process;

(e) no contract of any kind is formed under, or arises from, the RFSQ, prior to the signing of a formal written contract; and

(f) it has and does waive any and all claims against BC Ferries and its officers, directors, servants, contractors and agents or at all, including without limitation any claims described herein.

3.10 Work Site Post-Service Cleanup *(if applicable)*

(a) Upon entire or substantial completion of the service scope within a designated area, the successful respondent shall remove all scrap and waste generated from this project (to designated receptacles at the dock facility, or as directed by BC Ferries) and ensure locations are left in the same, or similar, condition of cleanliness as received.

(b) Should the successful respondent fail to comply with the above requirement, BC Ferries (or a third party working for BC Ferries) shall undertake the clean-up process. In so doing BC Ferries reserves the right, at its discretion, to deduct all resulting and directly attributable cleaning costs from the payment to the successful Respondent.

3.11 Information System and Operational Controls (*if applicable*)

a. For Information system solutions involving personal information ("PI") or financial information; the successful Respondent shall provide BC Ferries with a copy of each applicable audit report resulting from a System and Organization Controls ("SOC") audit. This report will be provided on an annual basis.

b. For Information system solutions involving credit card information; the successful Respondent shall provide a Payment Card Industry Attestation of Compliance ("PCI AOC") on an annual basis.

> ***Note:*** *Lack of a SOC report or PCI AOC during the RFSQ stage does not restrict a Respondent from applying but may impact the selection process. Final approval to proceed without a SOC will be at the discretion of the Steering Committee and the Business Owner*.

Reference Links:

Payment Card Industry Data Security Standards (PCI DSS) Attestation Of Compliance (AOC) – Service Providers
(https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2_1-AOC-ServiceProviders.pdf)
Payment Card Industry Data Security Standards (PCI DSS) Attestation Of Compliance (AOC) – Merchants
(https://www.pcisecuritystandards.org/documents/PCI-DSS-v3_2_1-AOC-Merchant.pdf)
System and Organization Controls (SOC)
(https://www.aicpa-cima.com/resources/landing/system-and-organization-controls-soc-suite-of-services#:~:text=System%20and%20Organization%20Controls%20(SOC,level%20controls%20of%20other%20organizations.)

3.12 Insurance Requirements

(a) It is a condition of the contract that the successful respondent shall, prior to commencement of the service and at its expense, obtain and maintain, until all conditions of the contract have been fully complied with, insurance coverage in wording and in amounts as specified in the MSA unless altered by mutual agreement. Any additional coverage that the successful respondent may deem necessary to fulfil its obligations under this contract shall be at the successful respondent's own discretion and expense.

General Conditions:

(b) Insurance shall be placed with reliable insurers acceptable to BC Ferries and shall be in a form acceptable to BC Ferries.

(c) Before starting the work under this contract, the successful respondent shall give BC Ferries proof of all specified insurance and when requested, within ten (10) working days thereafter, a certificate of insurance evidencing coverage.

(d) For all insurance coverage, excluding professional liability the coverage shall run continuously from the start of the work to at least ten (10) working days after completion of work.

(e) The successful respondent shall be responsible for all deductibles under policies and insurance provided by the successful Respondent.

(f) Loss or damage covered by an insurance policy shall not affect the BC Ferries' or successful respondent's rights and obligations under this contract. The successful respondent's insurance is Primary.

(g) If the successful respondent fails to provide the specified insurance, BC Ferries may do so and deduct the costs from the MSA sum.

All policies shall state that:

(h) BC Ferries shall receive at least thirty (30) working days prior written notice of intended cancellation or material change.

(i) The inclusion of more than one Insured shall not affect the rights of any other Insured.

(j) The successful respondent shall not operate or allow entry onto the BC Ferries' property, any unlicensed motor vehicle. Unlicensed mobile equipment will be insured by the successful respondent for physical damage and liability.

3.13 Indemnification

(a) The successful respondent is liable for, and shall indemnify and hold harmless BC Ferries and its directors, officers, employees, agents, and representatives from and against all damages, losses, costs and expenses suffered or incurred, whether as a result of third party claims or otherwise, by BC Ferries or its directors, officers, employees, agents, and representatives, arising directly or indirectly out of or in connection with the performance of the work, or any negligent or willful act or omission of the successful respondent, any subcontractor or any of their respective directors, officers, employees, agents, and representatives, or of anyone for whose acts they may be liable.

3.14 Contractor's Safety Guidelines and Access Logbook

(a) BC Ferries has instituted a contact login/logout policy for all contracts and/or service providers entering corporate work sites to perform services for the BC Ferries. All Respondents entering corporate work sites must comply with BC Ferries' Contractor's Safety Guidelines and Work Permit and Access Logbook. For details refer to Attachment "A" - Standard Services (or Supply) Contract (including Contractor's Safety Guidelines). Prior to commencement of work, the successful Respondent is responsible for obtaining an original copy (booklet format) of BC Ferries' Contractor's Safety Guidelines.

3.15 Non-Resident Tax (*if applicable*)

(a) Paragraph 153(1)(g) and Regulation 105 of the *Canadian Income Tax Act* require that services performed in Canada by foreign vendors be subject to Non-Resident Tax. This is essentially a source deduction for income tax on income earned in Canada.

(b) To comply with this requirement, BC Ferries is obliged to deduct 15% from fees charged for services performed in Canada including travel time. The deduction does not apply to fees for services performed outside Canada, or to living expenses incurred while in Canada.

(c) For more information, please refer to the Canada Revenue Agency web site at http://www.cra- arc.gc.ca. On the left side of the home page, you will see

"International and Non-resident", which will take you to the information you need. There is also a publication, Information Circular 75-6R2, which outlines our obligations and those of the non-resident, at http://www.cra-arc.gc.ca/E/pub/tp/ic75-6r2/ic75-6r2-e.pdf.

(d) In some circumstances, a non-resident may be entitled to a waiver of the withholding tax. Details on the waiver process are outlined in paragraphs 56 to 63 of Information Circular 75-6R2, referred to in the previous paragraph. The waiver application form can be found at https://www.canada.ca/content/dam/cra-arc/formspubs/pbg/r105/r105-21e.pdf.

[End of Part 3]

APPENDIX A – RFSQ PARTICULARS

A. THE DELIVERABLES

BC Ferries is requesting submissions from interested suppliers that have experience successfully providing tail shaft inspection, maintenance, repair, overhaul, balancing, wrapping, and straightening services, and have the knowledge and equipment and facilities to perform tail shaft support services. Below is a list of possible services that would be requested under the MSA, including but not limited to:

1. Inspect shaft condition in the presence of Class, and prepare appropriate findings report and a repair plan;

2. Dimensionally inspect all critical fits and check Total Indicator Reading (TIR) across the shaft and liner locations, and record initial and final results;

3. Hydrostatic test the liners (if replacement) and hollow shafts;

4. Replacement or reconditioning of liners, and provide and confirm with BCF calculations required for final machining of liners;

5. Shaft cleaning and inspection, holiday (spark) testing of shaft wrapping;

6. Comprehensive tail shaft restoration services including weld build-up repair of corrosion pitting, surface preparation and cleaning, remediation of all identified tail shaft defects (cracks, scoring, wear patterns), and precision machining to restore original dimensional specifications and surface finish requirements according to applicable marine engineering standards including:

    a) Lloyd's Register Rules and Regulations - Rules and Regulations for the Classification of Ships, July 2022 - Part 5 Main and Auxiliary Machinery - Chapter 6 Main Propulsion Shafting - Section 3 Design - 3.5 Screwshafts and tube shafts;
    b) Lloyd's Register Rules and Regulations - Rules and Regulations for the Classification of Ships, July 2022 - Part 5 Main and Auxiliary Machinery - Chapter 6 Main Propulsion Shafting - Section 3 Design - 3.6 Hollow shafts; and
    c) Lloyd's Register Rules and Regulations - Rules and Regulations for the Classification of Ships, July 2022 - Part 5 Main and Auxiliary Machinery - Chapter 6 Main Propulsion Shafting - Section 3 Design - 3.7 Couplings and transitions of diameters – 3.7.3.

7. Measurements of initial diameters;

8. Non destructive testing (NDT) crack inspection to measure crack depth (ultrasonic, magnetic particle inspection (MPI) or similar) of the shaft, flange and fillet between shaft and flange, and any other areas as required, and provide approved technology if repair is required;

9. Structure integrity evaluation;

10. Protective approved fiberglass wrapping of the shaft between liners;

11. Protective wrapping of the shafts for storage;

12. Providing final reports with all findings, final measurements and work details executed, including calculations;

13. Providing classification society approvals and certificates e.g., Lloyd's Register (LR); and

14. Secure transportation services for the collection and subsequent return delivery of tail shaft assemblies, including appropriate handling equipment, specialized transport vehicles, and all necessary logistics coordination to ensure safe and timely movement between locations.

B. MATERIAL DISCLOSURES

Irregular volume of work anticipated.

C. MANDATORY SUBMISSION REQUIREMENTS

Each quotation must include the following:

(a) completed Mandatory Technical Requirements (Section D) including all indicated documentation
(b) completed Pre-conditions of Award (Section E)
(c) completed the Evaluated Criterion (Section F)
(d) pricing information that complies with the instructions set out below in Section G of this Appendix B
(e) a Submission Form (Appendix C) completed and signed by an authorized representative of the respondent.

D. MANDATORY TECHNICAL REQUIREMENTS

Mandatory Requirements	Response
i. Confirm you own and operate relevant equipment, and you operate in your own facilities, to provide the tail shaft support services as described in section 7 [Service Facility Information] in Section F of this Appendix A.	☐ Yes ☐ No

Mandatory Requirements		Response
ii.	Confirm you have in-house capacity, equipment and shop facilities to provide the Deliverables as described in Section A of this Appendix A.	☐ Yes ☐ No
iii.	Confirm you have experience providing tail shaft inspection, maintenance, repair, overhaul, balancing, wrapping, and/or straightening services.	☐ Yes ☐ No
iv.	Confirm you can meet and obtain Class approval (for example, ABS, Bureau Veritas (BV), Lloyd's Register (LR)) on the Deliverables.	☐ Yes ☐ No

E. PRE-CONDITIONS OF SELECTION

Pre-conditions of Selection		Response
i.	WorkSafeBC Coverage: If you are an employer, you are required to be registered with WorkSafeBC and in good standing. If an employer, are you registered? If so, please provide your assessment registration (account) number. If you are a sole proprietor (with or without employees) who will perform services personally, you are required to have personal optional protection coverage for yourself, if eligible. Do you have personal optional protection? If no, confirm that you would obtain personal optional protection coverage for yourself, if eligible, if awarded an MSA.	☐ Yes ☐ No Account #: _____ ☐ Yes ☐ No ☐ N/A
ii.	Automobile insurance: Confirm you have coverage with inclusive limits of not less than five million dollars ($5,000,000) on a Standard Owners Form Automobile Policy, affording third party liability and accident benefits insurance, as provided by the Insurance Corporation of British Columbia (AUTOPLAN) in accordance with the Automobile Insurance Act, for all licensed vehicles owned, leased, rented or used in the performance of this contract, or will be in place upon contract award that complies with the requirements set out in Schedule E of the MSA.	☐ Yes ☐ No
iii.	Commercial General Liability/Comprehensive General Liability Insurance: Confirm you have CGL coverage and shall include as an additional insured, BC Ferries and the successful respondent, separately and jointly and shall include a Cross Liability clause or will be in place upon contract award that complies with the requirements set out in Schedule E of the MSA.	☐ Yes ☐ No

Pre-conditions of Selection		Response
	Risks insured shall include personal injury, death and property damage including loss of use thereof. Minimum coverage is as follows: • Five million dollars ($5,000,000) inclusive limits for bodily injury or property damage or both combined each occurrence, and • Five million dollars ($5,000,000) aggregate limits for products and completed operations, personal injury, each policy year.	
iv.	Professional Liability Insurance: Confirm you have PLI in the minimum amount of $5 million dollars per occurrence or will be in place upon contract award that complies with the requirements set out in Schedule E of the MSA.	☐ Yes ☐ No
v.	Terms and Conditions: If awarded a contract, confirm that you agree to execute a MSA containing the terms and conditions set out in Appendix B.	☐ Yes ☐ No

F. EVALUATION CRITERIA

1. Non-Price Evaluated Criteria

The following sets out the categories, weightings, and descriptions of the evaluated criteria of the RFSQ. Respondents must meet any minimum threshold scores set out below in order to be considered for selection.

Non-Price Evaluated Criteria Category	Weighting	Minimum Threshold
i. Experience and Qualifications	25%	15
ii. Proposal Overview	40%	25
iii. Service Facility Information	35%	20
Pricing (see Section G below)	0%	0
Total Points	100%	75

2. Evaluated Criteria

1.	**EXECUTIVE SUMMARY (NOT EVALUATED)**
1.1	Briefly summarize the key features of the proposal and how it will meet BC Ferries' needs.
2.	**EXPERIENCE AND QUALIFICATIONS (EVALUATED)**
	Each respondent should provide the following in its response:

2.1 Company profile including:

a. A brief history including the number of years in business and scope of business activity, other business in that the organization is involved and long-range plans.

b. Description of respondent's organizational structure including, if available, an organizational chart.

c. Respondent to indicate if their employees are unionized or not, and if so to indicate which union represents its employees, how many employees does the union(s) represent, identifying the typical classifications covered by the certification(s) and indicate when the union(s) was certified.

d. List of applicable certifications, classification societies, credentials, personnel qualifications, training, type approvals, etc. to demonstrate tail shaft services knowledge and qualifications.

2.2 A description of its knowledge, skills, and experience relevant to the Deliverables; and

2.3 Personnel:

a. List key personnel who would be involved in the project and for whom a firm commitment of availability can be made. Identify the area of responsibility each individual would be assigned.

b. List personnel used in the development of the proposal response.

c. List the roles and responsibilities of the respondent and any of its agents, employees, and subcontractors who will be involved in providing the deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise.

3. SIMILAR PROJECT EXPERIENCE (NOT EVALUATED)

3.1 Provide details of two (2) relevant past projects demonstrating your experience with tail shaft support services. For each project, please include:

a. Project name and brief description;

b. Scope of services performed specific to tail shaft support;

c. Client industry/sector (no client names or contact information required);

d. Project challenges and how they were overcome (if applicable); and

e. Equipment specifications and conditions addressed.

Note: This section requests information about previous similar work only. Do not include client contact information or references. A separate reference check process may be initiated for shortlisted candidates at a later stage if required.

4. SUBCONTRACTING (NOT EVALUATED)

4.1 Indicate which portions of the service will be subcontracted, if any.

4.2 List all subcontractors, if applicable, giving a brief history of related work experience including number of years in business and the Respondent's previous working relationship with the subcontractor.

5. PROPOSAL OVERVIEW (EVALUATED)

Services

5.1 Describe the following services offered and indicate which services are completed in-house and which services are subcontracted out. For any services not provided by your organization, please explicitly state "This service is not offered" in your submission:

a. shaft inspection;

b. shaft maintenance;

c. shaft repair;

d. shaft overhaul;

e. shaft balancing;

f. wrapping;

g. straightening;

h. NDT methods; and

i. anything other information you wish to provide to BC Ferries.

Reporting

5.2 Describe the report you provide for the services completed on each tail shaft. Please include a sample report (redacting any identifiable client details).

Delivery Methodology

5.3 Describe the delivery services offered, including:

a. How will you transport the tail shaft; include the following details:

(i) transportation vehicles and equipment specifically designed for oversized marine components;

(ii) load securing methods and protective coverings to prevent damage during transit;

(iii) specialized lifting equipment (cranes, hoists, etc.) with appropriate load capacity;

(iv) environmental protections during transport (weather, corrosion prevention);

(v) chain of custody and tracking procedures;

(vi) transport route planning and permitting for oversized loads;

(vii) insurance coverage specific to high-value marine component transportation; and

(viii) contingency plans for transportation challenges.

Address BC Ferries' Needs

5.4 Describe how your proposal addresses BC Ferries' needs.

6. COSTS (NOT EVALUATED)

For the purposes of planning, BC Ferries is seeking the following general information.

6.1 Detailed fee requirements including:

a. shaft inspection;

b. shaft maintenance;

c. shaft repair;

d. shaft overhaul;

e. shaft balancing;

f. wrapping;

g. straightening;

h. NDT;

i. percentage markup or administration fee applied to any subcontracted services related to tail shaft work;

j. pick up and delivery; and

k. any other costs BC Ferries should consider.

6.2 State the service rates in a table format (as seen below) for the personnel that would be used for the various services depicted in Section A [The Deliverables]. This rate card will be included in the MSA and will be adjusted annually as per Exhibit 6 in the MSA.

Role	Rates ($Canadian Dollars/hour)

7. SERVICE FACILITY INFORMATION (EVALUATED)

7.1 Describe your facility and its location where you will provide the tail shaft services. Include the following comprehensive visual documentation of your operational facilities related to tail shaft support services:

a. Digital media submission requirements:

(i) PowerPoint presentation AND/OR video walkthrough (maximum 10 minutes); and

(ii) High-resolution photographs clearly showing facility capabilities.

b. Required facility documentation elements:

(i) Machinery and equipment inventory with specifications relevant to tail shaft services;

(ii) Workshop layout and organization;

(iii) Cleanliness and maintenance standards;

(iv) Quality control stations and processes;

(v) Storage and handling areas for components; and

(vi) Any specialized testing or measurement equipment.

c. Submission format:

(i) PowerPoint files must be provided in .pptx format;

(ii) Videos must be in .mp4 format (1080p resolution preferred); and

(iii) All submissions must be clearly labeled with your company name.

This visual documentation will be evaluated as part of your qualification assessment. Submissions should accurately represent your current operational capabilities without enhancement or staging.

8. FINANCIAL STABILITY (NOT EVALUATED)

8.1 Confirm agreement that BC Ferries may review the Respondent's financial statements for the last two years and/or conduct a credit check on its business, if BC Ferries deems either necessary.

9. ENVIRONMENTAL RESPONSIBILITY (NOT EVALUATED)

9.1 Describe how the Respondent demonstrates environmental responsibility in its organization.

10. OTHER (NOT EVALUATED)

10.1 If successful, state number of weeks required to commence service after notification of award.

10.2 As indicated in Part 3, Section 3.4.1, Respondents must include information on any individuals utilized in the preparation of the proposal where a potential conflict of interest may arise.

10.3 Confirm acceptance of the contract terms set out herein and/or any amendments or additional terms not previously set out.

10.4 Respondent may use this section to bring any other matter to BC Ferries' attention, which would further support the proposal and/or assist in BC Ferries' evaluation process.

10.5 Confirm if you have a quality assurance manual. If yes, confirm if a copy will be provided upon request.

10.6 Complete and submit the following:

a. Supplementary A - Fighting Against Forced Labour and Child Labour in Supply Chains Act.

b. Supplementary B - Supplier Sustainability Leadership.

G. PRICE EVALUATION METHOD

Pricing is worth 0 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$lowest\ price \div proponent's\ price \times weighting = proponent's\ pricing\ points$$

Instructions on How to Provide Pricing

(a) Respondents should submit their pricing information by providing a current rate card as set out in Section 6 and including it in their responses.

(b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for GST and PST, which should be itemized separately.

(c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

APPENDIX B – MASTER SERVICES AGREEMENT

See attached.

APPENDIX C – SUBMISSION FORM

1. Respondent Information

Please fill out the following form, naming one (1) person to be the contact for this RFSQ response and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that this RFSQ process will be governed by the terms and conditions of the RFSQ and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract) and that no legal relationship or obligation regarding the procurement of any good or service will be created between BC Ferries and the respondent unless and until BC Ferries and the respondent execute a written agreement for the Deliverables pursuant to a subsequent invitational second-stage procurement process.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

4. Addenda

The respondent is deemed to have read and taken into account all addenda issued by BC Ferries prior to the Deadline for Issuing Addenda.

5. Communication with Competitors

For the purposes of this RFSQ, the word "competitor" includes any individual or organization, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFSQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

(a) it has prepared its response independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:

  (i) prices;

  (ii) methods, factors, or formulas used to calculate prices;

  (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;

  (iv) the intention or decision to submit, or not to submit, a response; or

  (v) the submission of a response which does not meet the mandatory technical requirements or specifications of the RFSQ; and

(b) it has not disclosed details of its response to any competitor and it will not disclose details of its response to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFSQ or its response, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

_____

_____

_____

_____

_____

_____

6. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

7. Conflict of Interest

The respondent must declare all potential or actual Conflicts of Interest, as defined in Section 3.4.1 of the RFSQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the response, or who may be utilized in the provision of the work, goods or services under the MSA; **AND** (b) were employees of BC Ferries or the Office of the British Columbia Ferries Commissioner within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its response; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

Otherwise, if the statement below applies, check the box.

- ❑ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

8. Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by BC Ferries to the advisers retained by BC Ferries to advise or assist with the RFSQ process, including with respect to the evaluation of this response.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX D – CONTRACTOR PERFORMANCE EVALUATION REPORT

See attached.