



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Bid Receiving/Réception des soumissions

Procurement Hub | Centre
d'approvisionnement
Fisheries and Oceans Canada | Pêches et
Océans Canada
301 Bishop Drive | 301 promenade Bishop
Fredericton, NB, E3C 2M6

Email / Courriel : [DFOtenders-
soumissionsMPO@dfo-mpo.gc.ca](mailto:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca)

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the
Queen in right of Canada, in accordance
with the terms and conditions set out herein,
referred to herein or attached hereto, the
goods and services listed herein and on any
attached sheets at the price(s) set out
therefor.

Proposition à : Pêches et Océans Canada

Nous offrons par la présente de vendre
à Sa Majesté la Reine du chef du
Canada, aux conditions énoncées ou
incluses par référence dans la présente
et aux appendices ci-jointes, les biens
et les services énumérés ici sur toute
feuille ci-annexée, au(x) prix indiqué(s).

Title / Titre Canadian Sailing Direction Publications Digital Transformation		Date March 6, 2022
Solicitation No. / N° de l'invitation 30003670		
Client Reference No. / No. de référence du client(e) 30003670		
Solicitation Closes / L'invitation prend fin At / à : 14 :00 AST (Atlantic Standard Time) / HNA (Heure Normale de l'Atlantique) On / le : March 30, 2022		
F.O.B. / F.A.B. Destination	Taxes See herein — Voir ci-inclus	Duty / Droits See herein — Voir ci-inclus
Destination of Goods and Services / Destinations des biens et services See herein — Voir ci-inclus		
Instructions See herein — Voir ci-inclus		
Address Inquiries to : / Adresser toute demande de renseignements à : Sara Gould, Contracting Specialist Email / Courriel: DFOtenders-soumissionsMPO@dfo-mpo.gc.ca		
Delivery Required / Livraison exigée See herein — Voir en ceci	Delivery Offered / Livraison proposée	
Vendor Name, Address and Representative / Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur		
Telephone No. / No. de téléphone	Facsimile No. / No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) / Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 Security Clause #1 – No Security Requirement, escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement **MUST NOT** remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

1.2 Statement of Work

The Work to be performed is detailed under Annex “A” of the resulting contract clauses.

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing or by telephone.

1.4 Trade Agreements

The requirement is subject to the Canada-Chile Free Trade Agreement (CCFTA), Canada-Colombia Free Trade Agreement, Canada-Peru Free Trade Agreement (CPFTA), Canada-Panama Free Trade Agreement, Canada-Korea Free Trade Agreement (CKFTA), Canada-Honduras Free Trade Agreement, and the Canadian Free Trade Agreement (CFTA).



PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The **2003** (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.2 Submission of Bids

Bids must be submitted by the date, time and place indicated on page one (1) of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFO will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority **no later than 7 calendar days** before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.



2.5 Basis for Canada's Ownership of Intellectual Property

Fisheries and Oceans Canada has determined that any intellectual property rights arising from the performance of the Work under the resulting contract will belong to Canada, for the following reasons, as set out in the [Policy on Title to Intellectual Property Arising Under Crown Procurement Contracts](#): the Bidder declares in writing that they are not interested in owning the Intellectual Property Rights in Foreground Information;

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that the Bidder submit **all** its **email** bid in separately saved sections as follows and **prior to the bid closing date, time and location**:

Section I: Technical Bid (one soft copy in PDF format)

Section II: Financial Bid (one soft copy in PDF format)

Section III: Certifications (one soft copy in PDF format)

Important Note:

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP. Emails with links to bid documents will not be accepted.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B"

3.1.2 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Annex "C".

4.1.1.2 Financial Evaluation

SACC *Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid.

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria - A0031T (2010-08-16)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions – Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.



5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Status and Availability of Resources

SACC Manual clause [A3005T](#) (2010-08-16) Status and Availability of Resources

5.2.3.2 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

5.2.3.3 Contractor's Representative

The Contractor's Representative for the Contract is:

Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail: _____

5.2.3.4 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

- a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

- b) The status of the contractor (individual, unincorporated business, corporation or partnership:

- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:



5.2.4 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the



published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory



ATTACHMENT 1 TO PART 5

LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

Requirements

Section 17 of the *Ineligibility and Suspension Policy* (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

List of names for [integrity verification form](#)



PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 Security Clauses #1 – No Security Requirement, escort required at DFO site(s)

- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have access to PROTECTED or CLASSIFIED information/assets.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT have unescorted access to restricted access areas of Fisheries and Oceans Canada facilities, or Canadian Coast Guard vessels.
- The supplier and all individuals assigned to work on the contract or arrangement MUST NOT remove any PROTECTED or CLASSIFIED information/assets from DFO site(s).
- Subcontracts or arrangements with a third party are not to be awarded without the prior written permission of the Contracting Authority (i.e. a new SRCL must be submitted and processed following the same procedure as for the initial contract).

6.2 Statement of Work

6.2.1 The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

6.3 Standard Clauses and Conditions

As this contract is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this contract, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

6.3.1.1 **2010B** (2022-12-01), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

6.3.2.1 Subsection 10 of **2010B** (2022-12-01), General Conditions - Professional Services (Medium Complexity) – Invoice submission, is amended as follows:

Delete: 2010B 10 (2022-12-01), Invoice submission

Insert: **Invoice submission**

1. Invoices must be submitted in the Contractor's name to DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca with a cc to: Cédric Kinnard, Project Authority and Julie Danis, AP Coder. The Contractor must submit invoices for each delivery or shipment; invoices must only apply to the Contract. Each invoice must indicate whether it covers partial or final delivery.



2. Invoices must show:
 - a. Contractor's Name and remittance physical address;
 - b. Contractor's CRA Business Number or Procurement Business Number (PBN);
 - c. Invoice Date;
 - d. Invoice Number;
 - e. Invoice Amount (broken down into item and tax amounts);
 - f. Invoice Currency (if not in Canadian dollars);
 - g. DFO Reference Number (PO Number or other valid reference number);
 - h. DFO Contact Name (DFO employee who initiated the order or to whom the goods were sent. **Note:** Invoice will be return to the Contractor if that information is not provided);
 - i. Description of the goods or services supplied (provide details of expenditures (such as item, quantity, unit of issue, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - j. Deduction for holdback, if applicable;
 - k. The extension of the totals, if applicable; and
 - l. If applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
3. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
4. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to December 31, 2023.

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) months under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least five (5) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.



6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sara Gould
Title: Contract Specialist
Department: Fisheries and Oceans Canada
Directorate: Materiel and Procurement Services
Address: 301 Bishop Drive, Fredericton, New Brunswick E3C 2M6

Telephone: 506-470-6349
E-mail address: Sara.Gould@dfo-mpo.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Project Authority *(to be inserted at Contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(to be inserted at Contract award)*

The Contractor's Representative for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be



reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment

6.7.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes extra.

6.7.1.2 During the extended period of the Contract, the Contractor will be paid the firm price of \$ _____ (*insert amount at contract award*) to perform all the Work in relation to the contract extension.

6.7.2 Limitation of Expenditure

6.7.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____ (*insert amount at contract award*). Customs duties are included and Applicable Taxes are extra.

6.7.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.7.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.7.3 Methods of Payment

6.7.3.1 Monthly Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work performed has been accepted by Canada



6.7.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- i. Acquisition Card;
- ii. Direct Deposit (Domestic and International)

6.8 Invoicing Instructions

6.8.1 The Contractor must submit invoices in accordance with subsection 6.3.2.1 entitled "Invoice Submission" above. Invoices cannot be submitted until all work identified in the invoice is completed.

6.8.2 Payments will be made provided that the invoice(s) are emailed to DFO Accounts Payable at:

- DFO.invoicing-facturation.MPO@DFO-MPO.gc.ca
- Project Authority and the AP Coder (*insert amount at contract award*)

and provides the required information as stated above

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010B](#) (2022-12-01), General Conditions - Professional Services (Medium Complexity);
- (c) Annex "A" Statement of Work;
- (d) Annex "B" Basis of Payment;
- (e) the Contractor's bid dated _____ (*insert at time of contract award*)

6.12 Insurance - G1005C (2016-01-28)

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by



the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.14 Environmental Considerations

As part of Canada's policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired, Contractors should:

a. Paper consumption:

- Provide and transmit draft reports, final reports in electronic format. Should printed material be required, double sided printing in black and white format is the default unless otherwise specified by the Project Authority.
- Printed material is requested on minimum recycled content of 30% and/or certified as originating from a sustainably managed forest.
- Recycle unneeded printed documents (in accordance with Security requirements).

b) Travel requirements:

- The Contractor is encouraged to use video and/or teleconferencing where possible to cut down unnecessary travel.
- Use of Properties with Environmental Ratings: Contractors to the Government of Canada may access the PWGSC Accommodation directory, which includes Eco-Rated properties. When searching for accommodation, Contractors can go to the following link and search for properties with Environmental Ratings, identified by Green Keys or Green Leafs that will honour the pricing for Contractors.
- Use public transportation or another method of green transportation as much as possible.



ANNEX "A"

STATEMENT OF WORK



Statement of Work

Layout, Design, and Accessibility Updates for the Canadian Sailing Directions Publication

Introduction

The [Canadian Hydrographic Service \(CHS\)](#) supports Government of Canada priorities and meets its obligations by providing up-to-date, authoritative, and standardized hydrographic information that is renowned the world over for its quality. CHS derives its mandate from the [Oceans Act](#), the [Navigation Safety Regulations, 2020 \(SOR/2020-216\)](#) made pursuant to the [Canada Shipping Act, 2001](#), and the [Arctic Waters Pollution Prevention Act](#).

In order to remain relevant to its clients and be efficient as an organization, the CHS needs to evolve and modernize the way that it does business by following the changing needs of its end-users. Thus, the CHS is taking action to maintain its vision of being a world class authority and supplier of hydrographic information. The CHS is strongly engaged in a [Digital Transformation initiative](#) that aims to gradually move the organization towards a full suite of digital services that are available to clients in real-time with information that is updated continuously.

The Canadian Sailing Directions are a legal carriage requirement as per the [Navigation Safety Regulations, 2020 \(SOR/2020-216\)](#) and must be kept up to date with critical information that is made available to the public as quickly as possible. With the recent announcements that [printing by CHS has been discontinued](#) and all [updates are being included directly in the publication for easy reference](#), it is more important than ever to improve the publication layout and streamline maintenance of the digital files that are used to publish the Canadian Sailing Directions. Additionally, CHS nautical publications must comply with the [Government of Canada Standard on Web Accessibility](#) as they are made available to the general public digitally in PDF format which is considered "web content".

All volumes of the current editions of the Canadian Sailing Directions can be downloaded from the CHS website at the following location: <https://charts.gc.ca/publications/sailingdirections-instructionsnautiques-eng.html>

Objective of the Work

As part of the CHS Digital Transformation Initiative, the CHS is looking to hire professional support to update all volumes of our Canadian Sailing Directions publication with the goal of standardizing the design and layout across all volumes. We require that a variety of improvements be made throughout the publication which will drastically reduce maintenance time and effort throughout our continuous maintenance workflow.



Now that the files are available primarily as a digital download, it is important to optimize them for digital consumption by reducing the file size, adding hyperlinks throughout, and configuring them to work with screen readers and other accessibility tools. Changes are required to the product to make it compliant with the [Government of Canada Standard on Web Accessibility](#) policy and [WCAG 2.0](#) level A and AA.

Scope of Work

The Canadian Sailing Directions is available in PDF format as 35 separate volumes totaling 70 individual books (35 in English and 35 in French (some currently in translation)). The books are prepared using Adobe InDesign and exported to PDF for distribution to the general public on charts.gc.ca. The state of files varies across all volumes. Volumes are split across several Adobe InDesign files, some of which have possibly become corrupt in their formatting and are proving difficult to work with.

Work is required on all volumes of the Canadian Sailing Directions, however some of the volumes have already been partially updated and as such may only require some of the tasks to be performed. See the Work Requirements section of this document that details which components are required for each volume. The Work Requirements section of this document goes into more detail for each item in the table at the end of the document. It is understood that it is possible that all books may be updated in their entirety by the contractor to ensure a common standard.

The professional support must ensure that any design, layout, and accessibility modifications adhere to the [Design Standard for the Federal Identity Program](#) and meet accessibility requirements under the [Standard on Web Accessibility](#).

No work is required on the front cover or the design of any of the maps within the Canadian Sailing Directions books.

Files for three different volumes that are representative of the work to be completed are provided for bid purposes.

- CEN 305
- ATL103
- ATL106

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Work Requirements

It is important that no more than one volume per CHS administrative region (in English and in French) is worked on by the Professional Support / Contractor at a time in order to allow for important updates to be made and released to the public in a timely manner.

The Project Authority (CHS) will:

- coordinate with the professional support / contractor and regional Sailing Direction Officers to ensure that individual volumes are checked out from, and back into, the production cycle appropriately throughout the duration of this project,
- ensure that a point of contact is readily available throughout the length of the contract,
- provide Adobe InDesign files for all volumes of the Canadian Sailing Directions,
- provide the Government of Canada and CHS identifier design files (if needed),
- provide colour photos to replace black and white ones throughout the volumes (where available),
- provide updated key maps for the chapter header pages (where available),
- provide a reference table of alt-text to use for the images and tables,



- provide graphics coming from various software solutions, including Adobe Illustrator,
- provide where hyperlinks need to be inserted.

The professional support / contractor will be responsible for the following work in order to fulfill the stated requirements:

- Adjustments to document design and layout:
 - Update the design and page layout throughout the document to match the newly redesigned *ATL 108 – Gulf of St. Lawrence (Southwest Portion)*. Changes include, but are not limited to:
 - design and layout of: preface (“i”) pages, table of contents, chapter headers, appendices, and index,
 - convert black pictographs to colour throughout,
 - replace black and white images with colour images (where available), ensuring resolution is standardized for web publication,
 - provide a comparison and recommendation to CHS for use of liquid layout – ragged right vs fully justified text columns
 - change page header layout so numbering is always on the right side of the page,
 - remove blank pages throughout,
 - replace paragraphs that use decimal points (eg ATL106 Chap 2, para 50.1) with whole round numbers and ensure index is regenerated to reflect new auto-numbered paragraph structure,
 - rotate pages with landscape orientation content so that the user does not have to rotate their device when viewing the page. Redesign the page header along the long edge so that the entire page content is upright and reading horizontally left to right.
 - Move the overview map from the back cover (last page) to the second page (after the cover),
 - Change the date on the cover to the month in which the files are delivered to CHS (YYYY/MM e.g. “2022/08”)
 - Insert an entry into the Record of Changes page to mention the work that is done under this contract:
 - English books: “YYYY/MM – design and layout changes throughout the book”
 - French books : “YYYY/MM – modifications de la conception et de la mise en page tout au long du livre”
 - Adjust & automate page & paragraph numbering accordingly when impacted by design and layout changes.
- Optimize publication for maintenance and publishing:
 - Analyze the various Adobe InDesign files that support a specific volume, check for consistency and corruption, reorganize and combine the individual Adobe InDesign files into one “clean” working file per volume (English and French kept as separate volumes – one working file per language),
 - Reconfigure the table of contents and index to be generated and updated automatically as changes are made throughout the book,
 - Configure the document to use automatic paragraph & page numbering throughout,
 - Convert tables that were created / copied from MS Word to tables designed with InDesign to resolve any encoding and font errors,



- Convert .tiff images to web-optimized .jpg for all images that have not been supplied with a replacement by the CHS,
- Optimize the entire document for web while maintaining a high enough quality for clients to print if desired. The final file size must be significantly reduced without introducing compression artifacts or degrading the quality of the tables.
- Add hyperlinks where required.
- Document Accessibility:
 - Government of Canada publications must conform to level A and AA compliance for each of the 23 techniques (where applicable) as referenced by W3.org <https://www.w3.org/TR/WCAG20-TECHS/pdf>. This specification refers to the larger related [WCAG 2.0 guidelines](#).
 - Correct [PDF accessibility failures](#) in each individual volume so that screen readers are able to correctly interpret and read the document. Work includes, but is not limited to:
 - document structure (adding tags to document metadata for reading order, language, title, fonts, etc.)
 - add alternate text for images and tables (text to be supplied by CHS)
 - correct any font encoding or layout issues with tables
 - correct header nesting errors
 - address other accessibility issues on a case by case basis, in consultation with CHS as required

See final page in this Statement of Work for full table detailing the requirements by volume.

Deliverables

The Professional Support / Contractor will:

- provide the CHS with all Adobe InDesign working files with all of the edits listed above
 - rename files according to standard (to be provided at project kickoff)
 - reorganize the file and folder structure to model (to be provided at project kickoff)
- provide the CHS with a final production-ready PDF of all volumes of Canadian Sailing Directions using the following naming convention:
 - English: chs-shc-VOL-eng-date.pdf (e.g. chs-shc-ATL100-eng-202208.pdf)
 - French: chs-shc-VOL-fra-date.pdf (e.g. chs-shc-ATL100-fra-202208.pdf)
- provide the CHS with documentation outlining the work that was done with clear instructions on how to perform each of the tasks internally for future maintenance and product updates

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Schedule of Deliverables

The list below states the initial schedule of deliverables identified by the CHS for the completion of this project:

- Release Statement of Work
- Contractor submission
- Contractor selection



- Project kickoff meeting
- Period of work begins (working on one volume at a time)
- Twice-weekly (or more as required) review of work progression, testing, and feedback
- Presentation of draft material as it is developed
- Review and acceptance of draft material
- Draft material, working files, and final InDesign and PDFs are submitted to CHS as each volume is completed
- Project wrap up meeting
- Project close

Note: due to the nature of the continuous maintenance production cycle, please note that it is possible that some of the elements described in the Work Requirements section of this statement of work will have already been completed at the time the contract begins. Volume-specific tasks will be confirmed with the project authority at the outset of the work on each individual volume throughout the project. We ask that your project quote reflects the work as described in this statement of work.

	Automatic paragraph numbering throughout	design & layout: i pages, ToC, chapter headers, appendix, index	Automated ToC with hyperlinks	Automated index with hyperlinks	Add hyperlinks to websites	Move the map from back cover to page 2	Colour pictograms	Remake tables in InDesign	Colour photos in .JPG format	Reorganize the file and folder structure	Rename files according to standard	Remove blank pages	Accessibility (hyperlinks, alt-text, metadata, etc)	Make one file per book
ATL100	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ATL101		x		x	x	x		x	x	x	x	x	x	x
ATL102		x		x	x	x		x	x	x	x	x	x	x
ATL103		x		x	x	x		x	x	x	x	x	x	x
ATL104		x		x	x	x		x	x	x	x	x	x	x
ATL105		x		x	x	x		x	x	x	x	x	x	x
ATL106		x		x	x	x		x	x	x	x	x	x	x
ATL107		x		x	x	x		x	x	x	x	x	x	x
ATL108			x	x	x	x						x	x	
ATL109			x	x	x	x						x	x	
ATL110			x	x	x	x						x	x	
ATL111			x	x	x	x						x	x	
ATL112			x	x	x	x						x	x	
ATL120		x	x	x	x	x						x	x	x
ATL121	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN300	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN301	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN302	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN303	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN304	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN305	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN306	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN307	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN308	x	x	x	x	x	x	x	x	x	x	x	x	x	x
CEN309	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ARC400	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ARC401	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ARC402	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ARC403	x	x	x	x	x	x	x	x	x	x	x	x	x	x
ARC404	x	x	x	x	x	x	x	x	x	x	x	x	x	x
PAC200	x	x	x	x	x	x	x	x	x	x	x	x	x	x
PAC201	x	x	x	x	x	x	x	x	x	x	x	x	x	x
PAC202	x	x	x	x	x	x	x	x	x	x	x	x	x	x
PAC205	x	x	x	x	x	x	x	x	x	x	x	x	x	x
PAC206	x	x	x	x	x	x	x	x	x	x	x	x	x	x



*The green color indicates a requirement that is met for a specific book. It is understood that it's possible that these requirements *may* be reworked on by the contractor to ensure a common standard across all books.



ANNEX "B"

BASIS of PAYMENT

The Bidder must complete this pricing schedule and include it in its financial bid.

For the provision of professional services, including all associated costs necessary to carry out the required work

The all inclusive rates will be maintained throughout the duration of the contact period.

CHS Sailing Direction Publication Digital Transformation Initiative (From date of Contract award to December 31, 2023)		
Estimated Time to Complete the Tasks	All-inclusive Hourly Rate	Total estimated cost
1400 Hours	\$ _____/hourly rate	\$ _____
All-inclusive estimated subtotal excluding applicable tax		\$ _____



ANNEX "C"

EVALUATION CRITERIA

The bid must meet the Mandatory Technical Criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the Mandatory Technical Criteria will be declared non-responsive. Each Mandatory Technical Criteria must be addressed separately.

Experience cited to demonstrate compliance must include the following information:

- The project name;
- The name of the client organization;
- The period during which the service was provided (month and year); and
- A detailed outline of the services provided.

The Bidder must include the following table in their proposal, providing the proposal page number that contains information to verify the criteria has been met.

Mandatory Technical Criteria:

No.	Mandatory Technical Criteria	Yes/No	Bidder to cross reference to section within proposal
M1	<p>The Bidder must demonstrate through prior project descriptions that they have the experience and ability to adjust and format the layout across a collection of several publications in a consistent manner and in both official languages.</p> <p>The Bidder must provide a minimum of 2 project descriptions with supporting proof/documentation/files, clearly outlining which specific steps were successfully undertaken as part of the projects.</p> <p>The two project descriptions must cover at least one instance of each of the following :</p> <ul style="list-style-type: none"> • Adjustment of page layout across several volumes of a publication while ensuring a standardized and consistent look, • Automatically updated page numbering schemes across all volumes that are responsive to changes in layout, and; • Maintaining page layout when inserting, removing, and/or formatting images and/or graphics as modifications are undertaken. 		



<p>M2</p>	<p>The Bidder must demonstrate through prior project descriptions that they have the experience and ability to reorganize, optimize and automate the layout and filing system of a collection of several publications in a consistent manner and in both official languages.</p> <p>The Bidder must provide a minimum of 2 project descriptions with supporting proof, documentation, sample file or demonstration, clearly outlining which specific steps were successfully undertaken as part of the projects.</p> <p>The two project descriptions must cover at least one instance of each of the following :</p> <ul style="list-style-type: none"> • Generation of an automated table of contents or index with hyperlinks to content, which updates automatically as content is modified, removed or added, and; • Combining several working files of a single publication/volume into a single file, while maintaining the integrity of the overall publication/volume and maintaining consistency across a collection of publications/volumes. 		
<p>M3</p>	<p>The Bidder must demonstrate through prior project descriptions that they have the experience and ability to produce accessible publications by meeting all WCAG 2.0 specifications.</p> <p>The Bidder must provide a minimum of 2 project descriptions with supporting proof, documentation, sample file or demonstration, clearly outlining all relevant WCAG requirements that applied to the specific project and how each of these requirements has been met.</p> <p>The two project descriptions must cover at least one instance of each of the following :</p> <ul style="list-style-type: none"> • Application of the WCAG 2.0 standard to a project that includes tables containing data ,and; • Application of the WCAG 2.0 standard to a project that includes images. 		
<p>M4</p>	<p>The Bidder must demonstrate that they have access to all applications of Adobe Cloud by stating this in their proposal.</p>		