



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

Proposal To: Transport 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 therefore.

Proposition à : Transports 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 annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

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

By e-mail to: - Par courriel au :
Fanie.charron@tc.gc.ca

Attention: - Attention :
Fanie Charron

Title - Sujet Witherby Connect Virtual Library	
Solicitation No. N° de l'invitation T8080-230145	Date of Solicitation Date de l'invitation September 27, 2023 – 27 septembre 2023
Address enquiries to: - Adresser toute demande de renseignements à : Fanie Charron Telephone No. - N° de telephone E-Mail Address - Courriel 343-574-8173 Fanie.charron@tc.gc.ca	
Destination Transport Canada Tower C, 330 Sparks Street Ottawa, ON K1A 0N5	

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.
Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required Livraison exigée See herein - Voir aux présentes	Delivery offered Livraison proposée Not applicable - Sans objet
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Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Solicitation Closes - L'invitation prend fin At - à : 2:00 PM EDT - 14:00 HAE On - le : October 24, 2023 – 24 octobre 2023

Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

- A. The bid solicitation is divided into seven parts plus attachments and annexes, as follows:
- Part 1 General Information: provides a general description of the requirement;
 - Part 2 Bidder Instructions: provides the instructions, clauses, and conditions applicable to the bid solicitation;
 - Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
 - Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
 - Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
 - Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
 - Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.
- B. The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments.

1.2 Summary

1.2.1 Description

Transport Canada as a need to procure 50 concurrent Whiterby Connect licenses to access International Maritime Organization (IMO) Conventions and Codes publications. The contractor will be required to Maintain the library, ensuring new addition releases are available upon entering into force. The contract will be for a period of 5 years.

1.2.2 Procurement Strategy for Indigenous Business - Conditional Set Aside

- A. The procurement is conditionally set aside under the federal government Procurement Strategy for Indigenous Business if the two (2) conditions below are met. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4 \(https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4\)](https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/9/4) of the Public Services and Procurement Canada (PSPC) [Supply Manual \(https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual\)](https://buyandsell.gc.ca/policy-and-guidelines/Supply-Manual).
- B. The procurement is conditionally set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses if the two (2) conditions below are met.
- C. Further to Article 800 of the [Canadian Free Trade Agreement \(CFTA\) \(https://www.cfta-alec.ca/canadian-free-trade-agreement/\)](https://www.cfta-alec.ca/canadian-free-trade-agreement/), CFTA does not apply to the procurement if the two (2) conditions below are met:
- (i) Bids from two (2) or more Indigenous Businesses are responsive with the mandatory requirements; and
 - (ii) Bids from two (2) or more Indigenous Businesses are, in the evaluation team's opinion, not affiliated within the meaning used in the [Competition Act, R.S.C., 1985, c. C-34 \(https://laws-lois.justice.gc.ca/eng/acts/C-34/\)](https://laws-lois.justice.gc.ca/eng/acts/C-34/).

- D. Indigenous Businesses is here defined as an entity which has submitted with its bid a valid Owner/Employee Certification (see the Attachment to Part 5 titled “Set-aside for Indigenous Business”).
- E. If the above two (2) conditions are not met, the procurement will remain open for competition among all businesses and the following will apply:

- [Canada-Chile Free Trade Agreement \(CCFTA\)](#)
- [Canada-Colombia Free Trade Agreement](#)
- [Canada - Honduras Free Trade Agreement](#)
- [Canada - Korea Free Trade Agreement](#)
- [Canada - Panama Free Trade Agreement](#)
- [Canada-Peru Free Trade Agreement \(CPFTA\)](#)
- [Canadian Free Trade Agreement \(CFTA\)](#)

1.3 Debriefings

- A. 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, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses, and Conditions

- A. 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 \(https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.
- B. 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.
- C. The [2003 \(2022-03-29\)](#), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - a. send its bid only to the Transport Canada location specified on page 1 of the bid solicitation;
 - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days
Insert: 120 days
 - (iii) Section 06, Late bids, is deleted in its entirety and replaced with the following:

Transport Canada will not return any bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in section 07.

For bids submitted electronically, the late bids will be deleted. Late paper bids will be disposed of in accordance with Transport Canada document management policies.

2.2 Submission of Bids

- A. Bids must be submitted only Transport Canada by the date, time, and place indicated on page 1 of the bid solicitation.

2.2.1 Transmission by E-mail

- A. Individual e-mails that may include certain scripts, formats, embedded macros, and/or links, or those that exceed 10 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

2.2.2 Transmission by Connect

- A. Due to the nature of the bid solicitation, bids submitted through Canada Post Corporation's (CPC) Connect service will not be accepted.

2.2.3 Transmission by Facsimile

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

2.3 Former Public Servant

A. 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.

2.3.1 Definitions

A. For the purposes of this clause:

- (i) "Former public servant" is any former member of a department as defined in the *Financial Administration Act* (<http://laws-lois.justice.gc.ca/eng/acts/f-11/>), 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;
- (ii) "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; and
- (iii) "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.

2.3.2 Former Public Servant in Receipt of a Pension

A. As per the above definitions, is the Bidder a FPS in receipt of a pension?

() Yes

() No

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

(i) Name of former public servant; and

(ii) Date of termination of employment or retirement from the Public Service.

- C. 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](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) and the [Guidelines on the Proactive Disclosure of Contracts](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14676§ion=text>).

2.3.3 Work Force Adjustment Directive

- A. Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?
- () Yes
- () No
- B. If so, the Bidder must provide the following information:
- (i) Name of former public servant;
 - (ii) Conditions of the lump sum payment incentive;
 - (iii) Date of termination of employment;
 - (iv) Amount of lump sum payment;
 - (v) Rate of pay on which lump sum payment is based;
 - (vi) Period of lump sum payment including start date, end date and number of weeks; and
 - (vii) Number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

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

2.5 Applicable Laws

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

2.6 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](https://buyandsell.gc.ca/) (<https://buyandsell.gc.ca/>) website, under the heading "[Bid Challenge and Recourse Mechanisms](https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms)" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
- (i) The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an impartial, independent venue for Canadian bidders to raise complaints regarding the award of certain federal contracts under \$26,400 for goods and \$105,700 for services. If you have concerns regarding the award of a federal contract below these dollar amounts, you may contact OPO by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services or to determine if your concerns are within the Ombudsman's mandate, please see the [Procurement Ombudsman Regulations](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) (<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html>) or visit the [OPO website](#); and
 - (ii) 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

- A. The bid must be gathered per section and separated as follows:
- Section I: Technical Bid; - by email
- Section II: Financial Bid; - by email
- Section III: Certifications; - by email
- Section IV: Additional Information – by email
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. It is recommended that all electronic documents be submitted using PDF file format.
- D. Canada requests that bidders follow the format instructions described below in the preparation of their bid:
- (i) use a numbering system that corresponds to the bid solicitation.

3.2 Submission of Only One Bid

- A. A Bidder, including related entities, will be permitted to submit only one bid in response to this bid solicitation. If a Bidder or any related entities participate in more than one bid (participating means being part of the Bidder, not being a subcontractor), Canada will provide those Bidders with 2 working days to identify the single bid to be considered by Canada. Failure to meet this deadline will result in all the affected bids being disqualified.
- B. For the purposes of this Article, regardless of the jurisdiction where any of the entities concerned is incorporated or otherwise formed as a matter of law (whether that entity is a natural person, corporation, partnership, etc.), an entity will be considered to be "related" to a Bidder if:
- (i) They are the same legal entity (i.e., the same natural person, corporation, partnership, limited liability partnership, etc.);
 - (ii) They are "related persons" or "affiliated persons" according to the Canada Income Tax Act;
 - (iii) The entities have now or in the two years before bid closing had a fiduciary relationship with one another (either as a result of an agency arrangement or any other form of fiduciary relationship); or
 - (iv) The entities otherwise do not deal with one another at arm's length, or each of them does not deal at arm's length with the same third party.
- C. Individual members of a joint venture cannot participate in another bid, either by submitting a bid alone or by participating in another joint venture.

3.3 Section I: Technical Bid

- A. In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise, and clear manner for carrying out the work.
- B. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders

address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.4 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the Attachment 1 to part 3 titled "Pricing Schedule".

3.4.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment titled "Electronic Payment Instruments", to identify which ones are accepted.
- B. If the attachment titled "Electronic Payment Instruments" is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4.2 Exchange Rate Fluctuation

- A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.5 Section III: Certifications

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

3.6 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
 - (i) A completed, signed, and dated Page 1 of this solicitation or final solicitation amendment;
 - (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (iii) For the article in Part 2 titled "Applicable Laws" of the bid solicitation: the province or territory if different than specified; and
 - (iv) Any other information submitted in the bid not already detailed.

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

1. General

- A. Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Firm Price for each Item must be submitted.
- B. All prices must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Delivered Duty Paid (DDP), Applicable Taxes excluded.
- C. The estimated level of effort has been provided to Bidders to assist them in preparing their bids. The inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future usage of the service identified in this bid solicitation will be consistent with this data. It is provided purely for information purposes.

2. Period of the Contract

From contract award to five (5) years later

2.1 Firm Lot Prices

Item #	Deliverable	Additional info	Firm Price
1	Initial cost - 42 codes and publications to be place in the library	N/A	\$(vendor to insert amount)
2	Management of the library	Price per year – up to 5 years	\$(vendor to insert amount)
		Potential level of effort	Price per version
3	Additional version to be added to the library	Up to 20 per year	\$(vendor to insert amount)
4	New codes and publication to be added to the library	Up to 10 per year	\$(vendor to insert amount)
Total evaluated price (excluding applicable taxes)			

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only); and
- Large Value Transfer System (LVTS) (Over \$25M).

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, 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

ID	Mandatory Criteria	Met/Not Met
M1	The bidder must demonstrate that the library is accessible with/without wifi connection.	
M2	The bidder must demonstrate the capability to Provide 50 concurrent licenses.	
M3	The bidder must demonstrate plug-in capability to access from multiple devices.	
M4	The bidder must demonstrate access to IMO Convention and Codes' new edition releases	
M5	<p>The bidder must demonstrate the capability to manage/update English and French editions of IMO Conventions and Codes:</p> <ol style="list-style-type: none"> 1. Nairobi Convention of Wreck Removals, 2008 Edition 2. Anti-Fouling Systems (AFS) Convention, 2005 edition 3. IBC Code, 2020 Edition 4. SOLAS, 2020 Edition 5. ESP Code, 2011 Edition 6. IMDG Code, 2020 Edition (<i>inc. Amendment 40-20</i>) 7. IMDG Code, 2020 Supplement 8. IMDG Code, 2022 Edition (<i>inc. Amendment 41-22</i>) 9. IMDG Code, 2022 Supplement 10. HSC Code, 2021 Edition 11. CSS (Cargo Stowage and Securing) Code, 2021 Edition 12. Guide to Maritime Security and the ISPS Code, 2021 Edition 13. International Convention on Load Lines, 2021 Edition 14. MARPOL Consolidated, 2022 Edition 15. MARPOL Annex VI and NTC 2008, 2017 Edition 16. IMSBC Code and Supplement, 2022 Edition 17. STCW 2010 Manila Amendments, 2017 Edition 18. STCW - Fishing 95, 1996 edition 19. Code of Safe Practice for the Carriage of Cargoes and Persons by Offshore Supply Vessel (OSV Code), 2000 Edition 20. 2010 Fire Test Procedures (FTP) Code – 2012 Edition 21. Code of Safe Practice for Ships carrying Timber Deck cargoes, 2011 Edition 	

	<ol style="list-style-type: none"> 22. BCH Code, 2008 Edition 23. International Code for the Safe Carriage of Grain in Bulk (Grain Code), 1991 Edition 24. Collision Regulations Convention (COLREGS), Edition 2003 25. Civil Liability for Oil Pollution Damage, 1996 Edition 26. Code on Alerts and Indicators, 2009 (2010 Edition) 27. Tonnage Measurement of Ships, 1969 (1970 Edition) 28. BLU Code including BLU manual, 2011 Edition 29. Code of Noise Levels on Board Ships, 2014 Edition 30. Casualty Investigation Code, 2008 Edition 31. Search and Rescue (SAR) Convention 1979 (2006 Edition) 32. International Code for Fire Safety System (FSS Code), 2015 Edition 33. IGC Code, 2016 Edition 34. Polar Code, 2016 Edition 35. IMO/ILO/UNECE CTU Code, 2014 Edition 36. LSA Code, 2017 Edition 37. ISM Code and Guidelines, 2018 Edition 38. OSV Chemical Code, 2018 edition 39. Ballast Water Management Convention, 2017 Edition 40. International Code On Intact Stability, 2008 (2020 Edition) 41. OPRC Convention – HNS Protocol, 2000 (2002 Edition) 42. 2009 MODU Code (2020 Edition) 	
M6	The bidder must demonstrate the capability to add/manage Conventions and Codes upon request that are not listed in M5.	

4.1.2 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, freight charges included, Canadian customs duties and excise taxes included.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

- A. 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 AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity 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.

5.3 Certifications Precedent to Contract Award and Additional Information

- A. 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 specified will render the bid non-responsive.

5.3.1 Integrity Provisions - Required Documentation

- A. In accordance with the section titled "Information" to be provided when bidding, contracting or entering into a real property 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.

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. 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](https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html) website (<https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors/compliance-assessment.html>).
- B. 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.

5.3.3 Status and Availability of Resources

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its

control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.4 Price Support - Non-competitive Bid

- A. The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:
- (i) A current published price list indicating the percentage discount available to Canada; or
 - (ii) Copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
 - (iii) A price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
 - (iv) Price or rate certifications; or
 - (v) Any other supporting documentation as requested by Canada.

PART 6 - SECURITY, FINANCIAL, AND OTHER REQUIREMENTS

6.1 Security Requirements

- A. There is no security requirement associated with this bid solicitation.

PART 7 - RESULTING CONTRACT CLAUSES

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

ARTICLES OF AGREEMENT

7.1 Statement of Work

- A. The Contractor must perform the Work in accordance with the Annex titled "Statement of Work".

7.2 Standard Clauses and Conditions

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

7.2.1 General Conditions

- A. [2035](#) (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.3 Security Requirements

- A. There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract to five (5) years later.

7.5 Authorities

7.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Transport Canada

Name: Fanie Charron
Title: Procurement Specialist
Address: Tower C, 330 Sparks Street, Ottawa, ON K1A 0N5
Telephone: 343-574-8173
E-mail: fanie.charron@tc.gc.ca

- B. 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.

7.5.2 Project Authority

- A. The Project Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: _____

Telephone: _____
E-mail: _____

- B. 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.

7.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

7.6 Proactive Disclosure of Contracts with Former Public Servants

- A. By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html) (<http://laws-lois.justice.gc.ca/eng/acts/P-36/FullText.html>) (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: 2019-01](https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html) (<https://www.canada.ca/en/treasury-board-secretariat/services/policy-notice/changes-contracting-limits-approval-new-requirements.html>) of the Treasury Board Secretariat of Canada.

7.7 Payment

7.7.1 Basis of Payment

7.7.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in the Annex titled "Basis of Payment" for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included, and Applicable Taxes are extra.

7.7.2 Limitation of Expenditure

- A. Canada's total liability to the Contractor under the Contract must not exceed \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. 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:

- (i) when it is 75% committed; or
- (ii) 4 months before the contract expiry date; or
- (iii) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work;

whichever comes first.

C 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.

7.7.3 Method of Payment

7.7.3.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) 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;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work delivered has been accepted by Canada.

7.7.4 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

7.8 Invoicing Instructions

A. The Contractor must submit invoices in accordance with the section titled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

B. Each invoice must be supported by:

- (i) A description of the Work delivered;
- (ii) A breakdown of the cost elements;

C. Invoices must be distributed as follows:

- (i) The original and 1 copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
- (ii) Upon request, 1 copy must be forwarded to the Contracting Authority identified under the section titled "Authorities" of the Contract;

Insert sections (iii) and (iv) if electronic invoices are acceptable.

(iii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the address shown on page 1 of the Contract; and

(iv) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Technical OR Project OR Contracting Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

7.9 Certifications and Additional Information

7.9.1 Compliance

A. 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.

7.10 Applicable Laws

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

7.11 Priority of Documents

A. If there is a discrepancy between the wordings of any of the 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.

- (i) The Articles of Agreement;
- (ii) The General Conditions 2035 (2022-12-01), General Conditions - Higher Complexity - Services;
- (iii) Annex A, Statement of Work;
- (iv) Annex B, Basis of Payment;
- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required], excluding the Contractors Terms and Conditions; the Contract contains the Terms and Conditions between the parties.

7.12 Foreign Nationals (Canadian Contractor)

A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to

issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

7.13 Inspection and Acceptance

- A. The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

7.14 Post-Contract Award Meeting

- A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and Transport Canada.

7.15 Handling of Personal Information

- A. The Contractor acknowledges that Canada is bound by the *Privacy Act*, R.S., 1985, c. P-21 (<http://laws-lois.justice.gc.ca/eng/acts/P-21/index.html>), with respect to the protection of personal information as defined in the Act. The Contractor must keep private and confidential any such personal information collected, created, or handled by the Contractor under the Contract, and must not use, copy, disclose, dispose of, or destroy such personal information except in accordance with this clause and the delivery provisions of the Contract.
- B. All such personal information is the property of Canada, and the Contractor has no right in or to that information. The Contractor must deliver to Canada all such personal information in whatever form, including all working papers, notes, memoranda, reports, data in machine-readable format or otherwise, and documentation which have been made or obtained in relation to the Contract, upon the completion or termination of the Contract, or at such earlier time as Canada may request. Upon delivery of the personal information to Canada, the Contractor will have no right to retain that information in any form and must ensure that no record of the personal information remains in the Contractor's possession.

7.16 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" (<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>).

7.16.1 Dispute Resolution - Office of the Procurement Ombudsman

- A. The Parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to the Contract, through negotiations between the Parties' representatives authorized to settle. If the Parties do not reach a settlement within 25 working days after the dispute was initially raised to the

other Party in writing, either Party may contact the Office of the Procurement Ombudsman (OPO) to request dispute resolution/mediation services. OPO may be contacted by e-mail at boa.opo@boa-opo.gc.ca, by telephone at 1-866-734-5169, or by web at www.opo-boa.gc.ca. For more information on OPO's services, please see the [Procurement Ombudsman Regulations \(https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html\)](https://laws-lois.justice.gc.ca/eng/regulations/SOR-2008-143/page-1.html) or visit the [OPO website](#).

ANNEX A - STATEMENT OF WORK

1.0 Scope

1.1. Objective:

The objective of this contract is to procure 50 concurrent Whiterby Connect licenses to access International Maritime Organization (IMO) Conventions and Codes publications.

1.2. Background:

Marine Safety and Security (MSS) program under Transport Canada (TC) is mandated to enforce international laws and policies governing marine safety, marine security, and the marine environment.

To achieve this objective, MSS is committed to delivering/managing a digital library containing IMO Conventions and Codes that can be accessed online or offline.

2.0 Requirements:

2.1 Scope of Work:

The work of the Contractor will be performed in close collaboration with TC Project Authority who will provide advice, recommendations, and input on what information needs to be considered in order to implement the Statement of Work according to TC's business requirements.

2.2 Tasks:

2.2.1 The Contractor must:

- 2.2.1.1 Provide the necessary instructions on how to use the library online/offline;
- 2.2.1.2 Provide 2 account administer licenses (Dianna Labine and Gino Wael);
- 2.2.1.3 Provide a technical support contact;
- 2.2.1.4 Provide the Project Authority with the list of new addition releases upon publication;

2.3. Deliverables and Acceptance Criteria:

2.3.1 The Contractor must:

2.3.2 Maintain the library, ensuring new addition releases are available upon entering into force.

2.4 Constraints:

2.4.1 The Contractor must:

2.4.1.1 Notify the Project Authority when a new addition release is not available in digital format and the timeline that it will be available.

2.5 Support Provided by Transport Canada:

The Project Authority will ensure availability for meetings, or to review publication titles for insertion in the library. The Project Authority will review and sign-off on deliverables (approximately 10 business days unless otherwise specified).

2.6 Timeframe and Delivery Dates:

The process will commence with the signing of the contract. A meeting can be initiated to establish any clarifying parameters and to address outstanding questions that the contractor may ask before the commencement of work.

The contractor's timeline to implement the library is up to 2 months after the signing of the contract.

2.7 Contractor Qualifications:

2.7.1 The contractor must have:

2.7.1.1 Knowledge of IMO Convention and Codes publications.

ANNEX B - BASIS OF PAYMENT

1. General

A. All prices are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

2. Period of the Contract

The period of the Contract is from date of Contract to five (5) years later.

Item #	Deliverable	Additional info	Firm Price
1	Initial cost - 42 codes and publications to be placed in the library	N/A	\$(vendor to insert amount)
2	Management of the library	Price per year – up to 5 years	\$(vendor to insert amount)
		Potential level of effort	Price per version
3	Additional version to be added to the library	Up to 20 per year	\$(vendor to insert amount)
4	New codes and publication to be added to the library	Up to 10 per year	\$(vendor to insert amount)
Total evaluated price (excluding applicable taxes)			