



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions
- TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Quebec

K1A 0S5

Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT

MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Systems Software Procurement Division / Division des
achats des logiciels d'exploitation

11 Laurier St. / 11 rue, Laurier

4C1, Place du Portage, Phase III

Gatineau

Quebec

K1A 0S5

Title - Sujet RFP - Mapping services API#s	
Solicitation No. - N° de l'invitation 47419-185313/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 1000335313	Date 2017-10-19
GETS Reference No. - N° de référence de SEAG PW-\$\$EE-037-31887	
File No. - N° de dossier 037ee.47419-185313	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-27	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Abbas(037ee), Haitham	Buyer Id - Id de l'acheteur 037ee
Telephone No. - N° de téléphone (873) 469-4678 ()	FAX No. - N° de FAX (819) 953-3703
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Amendment 001 is raised to replace the English and French solicitation documents that were published on Oct 18, 2017 with ones that do not include a "DRAFT" watermark.

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation is divided into seven parts plus annexes and attachments, 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.

The Annexes include:

- Annex "A": Requirement;
- Annex "B": Basis of Payment
- Annex "C": Definitions

The attachments include:

- Attachment 3.1 - Bid Submission Form
- Attachment 3.2 – Substantiation of Technical Compliance Form
- Attachment 3.2 – Financial Proposal Requirement
- Attachment 5.1 – Publisher Certification Form
- Attachment 5.2 – Publisher Authorization Form

1.2 Summary

- 1.2.1 Since December 2003, the Canada Border Services Agency (CBSA) has been an integral part of the Public Safety Portfolio, which was created to protect Canadians and maintain a peaceful and safe society. The President of the CBSA reports directly to the Minister of Public Safety Canada and controls and manages all matters relating to the Agency.

The Agency is responsible for providing integrated border services that support national security and public safety priorities and facilitate the free flow of persons and goods, including animals and plants that meet all requirements under the program legislation.

The Government of Canada is expanding its use of, applications that are available to those using smartphones, tablets or traditional personal computers. The current need is for Application Programming Interface (API's that deliver distances and directions given start, end and way points in between. In addition, the need for API calls to deliver maps are required.

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The CBSA has a requirement for an online mapping service. The required Mapping Service (MS) must include the license key to be used when accessing the web-based Application Programming Interface (API) that provide the mapping services.

- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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, by telephone or in person.

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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 2017-04-27 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.
- d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:
 - i) Delete: 60 days
 - ii) Insert: 120 days

2.2 Submission of Bids

- a) Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.
- b) Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

- a) All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

The Contracting Authority for this Solicitation is:

Name: Haitham Abbas
Title: Supply Specialist
Address: Science and Software Systems Procurement Directorate (SSSPD), Public Works and Government Services Canada (PWGSC)

11, rue Laurier, Gatineau (QC) K1A 0S5 (Phase III, 4C1-19) || 11 Laurier Street,
Gatineau, QC K1A 0S5 (Phase III, 4C1-19)

Telephone: 873-469-4678

Email: Haitham.Abbas@tpsgc-pwgsc.gc.ca

- 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.

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2.4 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.

2.5 Improvement of Requirement During Solicitation Period

- a) Should bidders consider that the specifications or Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 20 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

a) Canada requests that Bidders provide their bid in separately bound sections as follows:

- i) Section I: Technical Bid (3 hard copies, and 2 soft copies on CD, DVD)
- ii) Section II: Financial Bid (2 hard copies, and 2 soft copies on CD, DVD)
- iii) Section III: Certifications

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Formats of electronic documents accessible by Canada include PDF format. All electronic copies should include only one copy of the requested documents and must be free of password protection.

b) Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- i) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- ii) use a numbering system that corresponds to the bid solicitation.

c) In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- i) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- ii) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

- i) 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 in a thorough, concise and clear manner for carrying out the Work.
- ii) 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.
- iii) Bidders are requested to include Attachment 3.1 - Bid Submission Form with their bids. It provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business

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Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the Bid Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.

- iv) Substantiation of Technical Compliance: Bidders are requested to include Attachment 3.2 - Substantiation of Technical Compliance Form with their bids. The technical bid must substantiate the compliancy of its proposal with the requirements of Annex "A" to Part 7 - Resulting Contract Clauses identified in Attachment 3.2 - Substantiation of Technical Compliance Form, which is the requested format for providing the substantiation. The Substantiation of Technical Compliance Form is not required to address any parts of this bid solicitation not referenced in the form. The substantiation must not simply be a repetition of the requirement(s), but must explain and demonstrate how the Bidder will meet the requirements. Simply stating that the Bidder or its proposal or product complies is not sufficient. Where Canada determines that the substantiation is not complete, the Bidder will be declared non-responsive and disqualified. The substantiation may refer to additional documentation submitted with the bid - this information can be referenced in the "Reference to additional Substantiating Materials included in Bid" column of the Substantiation of Technical Compliance Form, where bidders are requested to indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers; where the reference is not sufficiently precise, Canada may request that the Bidder direct Canada to the appropriate location in the documentation.

3.3 Section II: Financial Bid

- i) Bidders must submit their financial bid in accordance with the Annex "B" - Basis of Payment, using Attachment 3.3 - Financial Proposal Requirements.
- ii) Exchange Rate Fluctuation C3011T (2013-11-06).

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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

- a) Mandatory and point rated technical evaluation criteria are included in Attachment 3.2 - Substantiation of Technical Compliance Form.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and
 - c. obtain the required minimum of 26 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 44 points.
2. Bids not meeting (a) or (b) or (c)" will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 44 and the lowest evaluated price is \$45,000.

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Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		38/44	29/44	30/44
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Criteria	38/44 x 70 = 60.46	29/44 x 70 = 46.14	30/44 x 70 = 47.73
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27	45/45 x 30 = 30
Combined Rating		85.00	73.14	77.73
Overall Rating		1 st	3 rd	2 nd

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PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders should provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process. The form is Requested at Solicitation Closing, Mandatory upon request by the Contracting Authority during evaluation. Bidders are requested to include the Integrity Form with their bids. If Canada determines that the information requested by the Integrity Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to provide the additional information or make the correction. Providing the information when requested during the evaluation period is mandatory.

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 specified will render the bid non-responsive.

- a) Software Publisher Certification Form Attachment 5.1 (if applicable)
- b) Software Publisher Authorization Form Attachment 5.2 (if applicable)

5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation Attachment 5.3 – Integrity Provisions – List of Names, as applicable, to be given further consideration in the procurement process.

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

6.1 Security Requirements

There is no security requirement.

6.2 Financial Capability

SACC Manual clause A9033T (2012-07-16) Financial Capability

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PART 7 - RESULTING CONTRACT CLAUSES

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

7.1 Requirement

The Contractor must provide the Work in accordance with the Requirement at Annex "A" – Requirement and the Contractor's technical bid entitled _____, dated _____. This Includes:

- (i) granting the licenses to use Licensed Software as described in the Contract
- (ii) providing Licensed Documentation as described in the Contract

7.1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B" – Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment any time during the Contract period.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

7.2 Standard Clauses and Conditions

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.

7.2.1 General Conditions

2030 (2016-04-04), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

4003 (2010-08-16), Licensed Software;

4004 (2013-04-25), Maintenance and Support Services for Licensed Software;

4004 (2013-04-25), Maintenance and Support Services for Licensed Software "Section 01 – Interpretation" is amended adding the interpretations listed in Annex "C" – Definitions.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from date of Contract award to one (1) year later.

7.4.2 Delivery Date

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All the deliverables must be received within 5 days after contract award, unless otherwise agreed upon by all parties.

7.4.3 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to six (6) additional one (1) year period(s) 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 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.

7.4.4 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" – Requirement of the Contract.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Haitham Abbas
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: SSSPD
Address: 11, rue Laurier, Gatineau (QC) K1A 0S5 (Phase III, 4C1-19) || 11 Laurier Street,
Gatineau, QC K1A 0S5 (Phase III, 4C1-19)
Telephone: 873-469-4678
Facsimile: 819- 953-3703
E-mail address: Haitham.Abbas@pwgsc-tpsgc.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.

7.5.2 Technical Authority

The Technical Authority for the Contract is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

The Technical Authority named above 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 Technical Authority,

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however the Technical 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 Client Administrative Contact

The Client Administrative Contact is:

Name:
Title:
Organization:
Address:
Telephone:
E-mail address:

The Client Administrative Contact must receive the original Invoice. All inquiries for request for payment must be made to the Client Administrative Contact.

7.5.4 Contractor's Representative

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

Telephone: _____-_____
Facsimile: _____-_____
E-mail address: _____

7.6 Payment

7.6.1 Basis of Payment

- i) **Licensed Software:** For the license to use the Licensed Software (including delivery, and the Licensed Documentation), all as detailed in the Contract, Canada will pay the Contractor the firm price(s) set out in Annex "B" – Basis of Payment, FOB destination, including all customs duties, Applicable Taxes extra.

7.6.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17) Limitation of Price.

7.6.3 Method of Payment – Advance Payment

1. Canada will pay the Contractor in advance for the Work 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.
2. Payment in advance does not prevent Canada from exercising any or all potential remedies in relation to this payment or any of the Work, if the Work performed later proves to be unacceptable.

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7.7 Invoicing Instructions

- a) The Contractor must submit invoices in accordance with the information required in the General Conditions.
- b) The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.
- c) By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.
- d) The Contractor must provide all original invoices to the Client Administrative Contact and all copies to the Contracting Authority

7.8 Certifications and Additional Information

7.8.1 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.

7.9 Applicable Laws

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

7.10 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 supplemental general conditions:
 - 4003 (2010-08-16), Licensed Software;
 - 4004 (2013-04-25), Maintenance and Support Services for Licensed Software;
- (c) the general conditions 2030 (2016-04-04);
- (d) Annex "A" - Requirement;
- (e) Annex "B" - Basis of Payment;
- (f) Annex "C" - Definitions; and
- (g) the Contractor's bid dated _____, as clarified on _____, as amended on _____.

7.11 Insurance

SACC *Manual* clause G1005C (2016-01-28) Insurance

7.12 Limitation of Liability

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of

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whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this section, even if it has been made aware of the potential for those damages.

2. First Party Liability:

- a. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any infringement of intellectual property rights to the extent the Contractor breaches the section of the general conditions entitled "Intellectual Property Infringement and Royalties";
 - ii. physical injury, including death.
- b. The Contractor is liable for all direct damages caused by the Contractor's performance or failure to perform the Contract affecting real or tangible personal property owned, possessed, or occupied by Canada.
- c. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- d. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (a) above.
- e. The Contractor is also liable for any other direct damages to Canada caused by the Contractor's performance or failure to perform the Contract that relate to:
 - i. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including Applicable Taxes) for the goods and services affected by the breach of warranty; and
 - ii. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (ii) of the greater of 0.25 times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the block titled "Total Estimated Cost" or shown on each call-up, purchase order or other document used to order goods or services under this instrument), or \$1M.

In any case, the total liability of the Contractor under paragraph (e) will not exceed the total estimated cost (as defined above) for the Contract or \$1M, whichever is more.

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- f. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

3. Third Party Claims:

- a. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- b. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (a), with respect to special, indirect, and consequential damages of third parties covered by this section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- c. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph 3.

7.13 Safeguarding Electronic Media

Before using them on Canada's equipment or sending them to Canada, the Contractor must use a regularly updated product to scan electronically all electronic media used to perform the Work for computer viruses and other coding intended to cause malfunctions. The Contractor must notify Canada if any electronic media used for the Work are found to contain computer viruses or other coding intended to cause malfunctions.

If magnetically recorded information or documentation is damaged or lost while in the Contractor's care or at any time before it is delivered to Canada in accordance with the Contract, including accidental erasure, the Contractor must immediately replace it at its own expense.

7.14 Termination for Convenience

With respect to Article 32 of 2030, if applicable, sub article 4 is deleted and replaced with the following subsections 4, 5 and 6:

- 4. The total of the amounts, to which the Contractor is entitled to be paid under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price.

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5. Where the Contracting Authority terminates the entire Contract and the Articles of Agreement include a Minimum Work Guarantee, the total amount to be paid to the Contractor under the Contract will not exceed the greater of (a) the total amount the Contractor may be paid under this section, together with any amounts paid, becoming due other than payable under the Minimum Revenue Guarantee, or due to the Contractor as of the date of termination, or (b) the amount payable under the Minimum Work Guarantee, less any amounts paid, due or otherwise becoming due to the Contractor as of the date of termination.

6. The Contractor will have no claim for damages, compensation, loss of profit, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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ANNEX “A” - REQUIREMENT

1.0 TERMINOLOGY

For the purpose of this Statement of Requirement (SoR), the following definitions and acronyms apply:

1.1 DEFINITIONS

- 1.1.1 General Availability: Generally Availability (GA) Releases. GA releases are releases recommended for production systems.
- 1.1.2 Highly Available: A minimum 99.5% availability over a 7 day Period.
- 1.1.3 APIs: In computer programming, an Application Programming Interface (API) is a set of subroutine definitions, protocols, and tools for building application software. An API specification can take many forms, but often includes specifications for routines, data structures, object classes, variables or remote calls.
- 1.1.4 Subscription License: A subscription-based pricing model is a payment structure that allows a customer or organization to purchase or subscribe to a vendor's IT services for a specific period of time for a set price. Subscribers typically commit to the services on a monthly or annual basis

1.2 ACRONYMS

- 1.2.1 API: Application Programming Interface
- 1.2.2 MS: Mapping Service
- 1.2.3 GPS: Global Positioning System
- 1.2.4 SoR: Statement of Requirement

2.0 TITLE

- 2.1 Mapping Service (MS)

3.0 PURPOSE

- 3.1 The Government of Canada requires mapping service API's to support its mobile and web applications. This requirement can serve this as well as other similar mapping services requirements available through these mapping service API's within the Government of Canada. All new API's must be made available to the Government of Canada within 1 business day of General Availability.

4.0 SCOPE

Since December 2003, the CBSA has been an integral part of the Public Safety Portfolio, which was created to protect Canadians and maintain a peaceful and safe society. The President of the CBSA reports directly to the Minister of Public Safety Canada and controls and manages all matters relating to the Agency.

The Agency is responsible for providing integrated border services that support national security and public safety priorities and facilitate the free flow of persons and goods, including animals and plants that meet all requirements under the program legislation.

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The Government of Canada is expanding its use of, applications that are available to those using smartphones, tablets or traditional personal computers. The current need is for API's that deliver distances and directions given start, end and way points in between. In addition, the need for API calls to deliver maps are required.

5.0 REQUIREMENT AND TECHNICAL SPECIFICATIONS

5.1 Requirement

- 5.1.1 The Government of Canada requires a Mapping Service (MS) Subscription License to have access to geospatial mapping service Application Programming Interface (API) that are available through anonymous calls which are fully complete, compliant and working. The purpose is to provide location services using the embedded GPS in user devices or for use by traditional personal computers. A hosted interface that permits concurrent calls to retrieve mapping service information must be provided that is accessible directly from either mobile devices or desktop/laptop computers presented through a browser interface or mobile applications.

This Subscription License must enable, be complete and compliant to the content of this Requirement document.

No ads are to be presented to users and no tracking of the content of the API calls can take place during the use of these mapping services.

The supplier must inform the Government of Canada in writing of any changes to the MS, including detailing the changes being made, a minimum of 4 calendar months in advance.

The Government of Canada expects to require a minimum of 3 million map loads per year but with an increasing user-base, this number is potentially expected to grow year-over-year.

5.2 Technical Specification

These technical specifications contain the mandatory requirements for the Work performed under the SoR for the MS in support of the Government of Canada's mobile or non-mobile applications

5.2.1 Geo positioning

- 5.2.1.1 The MS must either use GPS current location services or Internet Protocol (IP) address to obtain and determine longitude and latitude to plot in on a map
- 5.2.1.2 The MS must be able to calculate, given a single longitude and latitude coordinate, the nearest Canada/United States of America official border crossing points from a list of coordinates (based on time and distance from a list of longitude and latitude locations)
- 5.2.1.3 The MS must include the ability to plot multiple waypoints (stopping places on the way to an endpoint) on a map to denote current location (origin) and many destinations. This must be accomplished using an array to allow for a single API call and return
- 5.2.1.4 The MS must include the geolocation of the 3 nearest Ports of Entry using provided longitude and latitude information. The Ports of Entry locations (longitude and latitude will be provided by the calling application in an array)

5.2.2 Search and functionality

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- 5.2.2.1 The MS must be able to autocomplete possible cities, states and countries entered by a user providing suggestions after no more than 3 characters
- 5.2.2.2 The MS must be supported on the Apple, Android, BlackBerry and Windows platforms
- 5.2.2.3 The MS must include all APIs and functionality in a development environment for development purposes as are included in the production version under the established contract
- 5.2.2.4 The MS must include all licensed functionality through web-based APIs
- 5.2.2.5 The MS must include a hosted API solution accessible via unencrypted remote calls

5.2.3 Navigation

- 5.2.3.1 The MS must calculate the fastest route to the destination and provide turn-by-turn directions on a map, given an origin and destination location by city name and province/state or airport code or GPS coordinates
- 5.2.3.2 The MS must be able to provide, as an array, multiple paths between the origin and destination return when provided with waypoints in the API call
- 5.2.3.3 The MS must include an API that returns turn-by-turn directions between an origin and endpoint, including waypoints in between. This return must also include the total distance
- 5.2.3.4 The MS must include an API that will return mileage distance in either kilometers or miles as determined by a flag set in the API call
- 5.2.3.5 The MS must allow for the injection of border wait time information into waypoints and take this into account when calculating the quickest route and returning turn-by-turn directions
- 5.2.3.6 The MS must define waypoints by their longitude and latitude coordinates

5.2.4 Availability

- 5.2.4.1 The MS must include a mapping service that has a Highly Available (99%) API online call service
- 5.2.4.2 The MS must support a minimum of 50,000 daily active sessions
- 5.2.4.3 The MS must include API that support a peak usage of 50 simultaneous calls with 100,000 concurrent sessions
- 5.2.4.4 The MS must be scalable to allow the call and sessions to increase by a factor of 10 without a degradation of performance. Performance is defined as the response time to API calls
- 5.2.4.5 The MS must include a mapping service online help that has a minimum 80% availability over a 7 day Period

5.3 Documentation

- 5.3.1 The MS must include API documentation that provides developers with instructions on its use and how to call them

5.4 Language

- 5.4.1 The MS must include an API that can receive language flags (English or French) and return all information in the language that was identified by this flag
- 5.4.2 All APIs must be made available in English and all support documentation must be available in English. If French documentation is available it must be included

5.5 General

- 5.5.1 MS must allow anonymous calls to all its mapping service API's
- 5.5.2 The MS API's must be owned by the Contractor, or the Contractor must be an authorized reseller of the MS API's

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- 5.5.3 The Contract must provide API technical support for a minimum of 9am-5pm EST Monday through Friday

6.0 REPORTS AND COMMUNICATIONS

The Government of Canada must be provided with monthly reports on API usage, including successful calls, unsuccessful calls and volume of calls by each individual API. The reports will be provided in either Microsoft Word or Microsoft Excel format.

7.0 UPDATES

The Contractor will provide written notification to the contract Technical Authority detailing any changes to the APIs at least 4 calendar months prior to the changes going into GA.

8.0 DELIVERABLES

All the deliverables must be received within 5 days after contract award, unless otherwise agreed upon by all parties.

9.0 DELIVERY POINTS

All the deliverables must be received by email or USB key and sent to the Technical Contact identified in the contract.

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ANNEX “B” - BASIS OF PAYMENT

Table 1 - Deliverables:

Item	Description of Item	Firm Price
1	Mapping Service (3 Million Sessions)	As per Proposal
Sub-Total:		

Table 2 – Optional Deliverables

Item	Description of Item	Firm Price
1	Mapping Service (600,000 Sessions)	As per Proposal
Sub-Total:		

Table 3 – Option Terms:

Item	Description of Item	Firm Price
1	Mapping Service (3 Million Sessions) Option Year 1	As per Proposal
2	Mapping Service (3 Million Sessions) Option Year 2	As per Proposal
3	Mapping Service (3 Million Sessions) Option Year 3	As per Proposal
4	Mapping Service (3 Million Sessions) Option Year 4	As per Proposal
5	Mapping Service (3 Million Sessions) Option Year 5	As per Proposal
6	Mapping Service (3 Million Sessions) Option Year 6	As per Proposal

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Annex “C” - Definitions

"Bug Fixes" means a temporary work-around, patch, or bypass to update the program code to correct errors or defects.

"Enhancement" also often referred to as an **"interim release"** means an interim release version of the Licensed Software, which is often documented by adding a further decimal and digit to the version or release number (e.g., V.X.X.2 would be the next enhancement after V.X.X.1).

"Error" means any software instructions or statement contained in (or absent from) the Licensed Program that, by its presence or absence, prevents the Licensed Software from operating in accordance with the Specifications.

"Extensions" means an update to the Licensed Software that extends the features, functionality or performance of the Licensed Software program code, regardless of whether the Contractor refers to it as an "extension".

"New Release" means a system release, a version release, and interim release of the Licensed Software, regardless of whether the Contractor refers to it as a "new release".

"Renames" means an upgrade to the Licensed Software where the product name is changed, but the new software product has similar features and functionality as the Licensed Software, regardless of whether the Contractor refers to it as a "rename".

"Service Releases" means a release of the Software which is designed to operate on designated combinations of computer hardware and operating systems. A new System Release typically will be indicated by the addition of one (1) to the first digit of the release number (e.g. v.2.X.X would be the next System Release after v.1.X.X).

"Software Patches" means an engineering fix to a problem that may be incorporated into a new release to update the Licensed Software in order to improve or correct errors or defects in the program code.

"Technical Support Organization" ('TSO') means those Contractor product specialists who make available technical support to Contractor's Clients who have contracted for and are current under Contractor's Maintenance Services.

"Upgrades (major)" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the left of the first decimal (e.g., Product X Version 1.3 changes to Product 2.0 or Product X Version 1.1.5 changes to Product X Version 2.0.0), regardless of whether the Contractor refers to it as a "major upgrade".

"Upgrades (minor)" means an update to the Licensed Software to add, extend, enhance and/or improve the existing features, functionality and/or performance of the program code, which is documented by a version or build number change to the right of the first decimal (e.g., Product X Version 1.0 changes to Product X Version 1.1 or Product X Version 1.0.0 changes to Product X Version 1.0.1), regardless of whether the Contractor refers to it as a "minor upgrade".

"Version Release" means a release often involving a limited number of new or enhanced features or functionality or features and error corrections, which is often documented by adding a second digit after the release number (e.g., V.X.2.X would be the next version release after V.X.1.X).

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Attachment 3.1 – Bid Submission Form

BID SUBMISSION FORM	
Bidder's full legal name <i>[Note to Bidders: Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.]</i>	
Authorized Representative of Bidder for evaluation purposes (e.g., clarifications)	Name:
	Title:
	Address:
	Telephone #:
	Fax #:
	Email:
Bidder's Procurement Business Number (PBN) <i>[see the Standard Instructions 2003]</i> <i>[Note to Bidders: Please ensure that the PBN you provide matches the legal name under which you have submitted your bid. If it does not, the Bidder will be determined based on the legal name provided, not based on the PBN, and the Bidder will be required to submit the PBN that matches the legal name of the Bidder.]</i>	
Jurisdiction of Contract: Province or Territory in Canada the Bidder wishes to be the legal jurisdiction applicable to any resulting contract (if other than as specified in solicitation)	
On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that: <ol style="list-style-type: none"> 1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation; 2. This bid is valid for the period requested in the bid solicitation; 3. All the information provided in the bid is complete, true and accurate; and 4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation. 	
Signature of Authorized Representative of Bidder	_____

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Attachment 3.2 - Substantiation of Technical Compliance Form

1 INTRODUCTION

This document sets out the criteria that will be used to evaluate the Bidder's Technical Bid and describes the content required for conducting the technical evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through M25.

Section 2 contains point-rated evaluation criteria denoted as R1 through R5.

2 MANDATORY EVALUATION CRITERIA

To be considered technically responsive, a bid must meet all of the following Mandatory Evaluation Criteria.

Failure to meet all the Mandatory Criteria will result in the Bid being declared non-responsive and will be given no further consideration. Bidders must substantiate that all mandatory requirements and any rated requirements included in their bid have been met.

3 DEFINITIONS

Highly Available: A minimum 99.5% availability over a 7 day Period.

4 ACRONYMS

API: Application Programming Interface

MS: Mapping Service

GPS: Global Positioning System

At the time of bid closing:

M#	Mandatory Criteria	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	Met	Not Met
M1	The MS must either use GPS current location services or Internet Protocol (IP) address to obtain and determine longitude and latitude to plot in on a map				
M2	The MS must be able to calculate, given a single longitude and latitude coordinate, the nearest Canada/United States of America official border crossing points from a list of coordinates (based on time and distance from a list of longitude and latitude locations)				

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M#	Mandatory Criteria	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	Met	Not Met
M3	The MS must include the ability to plot multiple waypoints (stopping places on the way to an endpoint) on a map to denote current location (origin) and many destinations. This must be accomplished using an array to allow for a single API call and return				
M4	The MS must include the geolocation of the 3 nearest Ports of Entry using provided longitude and latitude information. The Ports of Entry locations (longitude and latitude will be provided by the calling application in an array)				
M5	MS must be supported on the Apple, Android, BlackBerry and Windows platforms				
M6	The MS must include all APIs and functionality in a development environment for development purposes as are included in the production version under the established contract				
M7	The MS must include all licensed functionality through web-based APIs				
M8	The MS must have available API documentation.				
M9	The MS must include a hosted API solution accessible via unencrypted remote calls				
M10	The MS must calculate the fastest route to the destination and provide turn-by-turn directions on a map, given an origin and destination location by city name and province/state or airport code or GPS coordinates				
M11	The MS must be able to provide, as an array, multiple paths between the origin and destination return when provided with waypoints in the API call				
M12	The MS must include an API that returns turn-by-turn directions between an origin and endpoint, including waypoints in between. This return must also include the total distance				
M13	The MS must include an API that will return mileage distance in either				

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M#	Mandatory Criteria	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid	Met	Not Met
	kilometers or miles as determined by a flag set in the API call				
M14	The MS must allow for the injection of border wait time information into waypoints and take this into account when calculating the quickest route and returning turn-by-turn directions				
M15	The MS must define waypoints by their longitude and latitude coordinates				
M16	The MS must include a mapping service that has a Highly Available API online call service				
M17	The MS must support a minimum of 50,000 daily active sessions				
M18	The MS must include API that support a peak usage of 50 simultaneous calls with 100,000 concurrent sessions				
M19	The MS must be scalable to allow the call and sessions to increase by a factor of 10 without a degradation of performance. Performance is defined as the response time to API calls				
M20	The MS must include a mapping service that has Highly Available online help				
M21	The MS must include API documentation that provides developers with instructions on its use and how to call them				
M22	The MS must include an API that can receive language flags (English or French) and return all information in the language that was identified by this flag				
M23	The MS must allow anonymous calls to all its mapping service API's				
M24	The MS API's must be owned by the bidder, or the bidder must be an authorized reseller of the MS API's				
M25	The MS must provide API technical support for a minimum of 9am-5pm EST Monday through Friday				

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3 POINT-RATED EVALUATION CRITERIA

A technically responsive bid will be further assessed against the following categories of point-rated criteria, each weighted according to the maximum points indicated.

The Technical Bid(s) will be scored out of a possible Overall Technical Score of 44 available points. To be considered further, a bid must achieve a minimum of 26 points for the point-rated criteria.

R#	Point Rated Criteria	Bidder Substantiation	Reference to additional Substantiating Materials included in Bid
R1	MS should display traffic flow for a given route. Points: 10		
R2	MS should provide an API that takes traffic flows into account when calculating and returning quickest routes between two points, including waypoints. Points: 10		
R3	MS should take into account the following when providing immediate quickest route recommendations and turn-by-turn directions: <ul style="list-style-type: none"> • Congestion • Construction • Any other event that may impact overall traffic flows Points: 7		
R4	MS should take into account the following when providing forecasted quickest route recommendations and turn-by-turn directions: <ul style="list-style-type: none"> • Congestion • Construction • Any other event that may impact overall traffic flows Points: 7		
R5	MS should provide native APIs for iOS and Android Points: 10		

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The following sections set out, for each of the above categories, the specific criteria that will be used to evaluate the Bidder's Bid along with their sub-weightings, the detailed scoring structure and the content required for evaluation.

R1 Display traffic flow for a given route

SCORING	POSSIBLE POINTS
Able	10
Not able	0

R2 Provide an API that takes traffic flows into account when calculating and returning quickest routes between two points, including waypoints.

SCORING	POSSIBLE POINTS
Able	10
Not able	0

R3 Take into account the following when providing immediate quickest route recommendations and turn-by-turn directions:

- Congestion;
- Construction; and
- Any other event that may impact overall traffic flows

SCORING	POSSIBLE POINTS
More than 2 events	7
2 events	5
1 event	3

R4 Take into account the following when providing forecasted quickest route recommendations and turn-by-turn directions:

- Congestion;
- Construction
- Any other event that may impact overall traffic flows

SCORING	POSSIBLE POINTS
More than 2 events	7
2 events	5
1 event	3

R5 Provide native APIs for iOS and Android

SCORING	POSSIBLE POINTS
Able	10
Not able	0

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Attachment 3.3 – Financial Proposal Requirement

The bidder must propose a firm price for each required cell below and in accordance with the RFP requirements and Part 7 - Resulting Contract Clauses.

1. The Bidder must propose a Firm Price for Mapping Service at Table 1 – Item 1, and the Optional Deliverables at Table 2 below:

Table 1 - Deliverables:

Item	Description of Item	Bidder's proposed Firm Price
1	Mapping Service (2 Million Sessions)	\$0.00
Sub-Total:		\$0.00

Table 2 – Optional Deliverables

Item	Description of Item	Firm Price
1	Mapping Service (600,000 Sessions)	\$0.00
Sub-Total:		\$0.00

2. The Bidder must propose a Firm Price for each item in Table 2 - Optional Terms for each Optional Contract Year at Table 2 – Options Terms below:

Table 3 – Option Terms:

Item	Description of Item	Bidder's proposed Firm Price
1	Mapping Service Option Year 1	\$0.00
2	Mapping Service Option Year 2	\$0.00
3	Mapping Service Option Year 3	\$0.00
4	Mapping Service Option Year 4	\$0.00
5	Mapping Service Option Year 5	\$0.00
6	Mapping Service Option Year 6	\$0.00
Sub-Total:		

3. The Bidder's proposed total Bid Evaluated Price will be calculated as follows:

Item	Description of Item	Sub-Total	Quantity	Firm Price
1	Sub-Total from Table 1	\$0.00	1	\$0.00
2	Sub-Total from Table 2	\$0.00	7	\$0.00
3	Sub-Total from Table 3	\$0.00	1	\$0.00
Bid Evaluated Price:				\$0.00

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ATTACHMENT 5.1 - SOFTWARE PUBLISHER CERTIFICATION FORM

PWGSC FILE NO: 47419-185313

COMPANY NAME: [LEGAL NAME OF THE COMPANY]

Software Publisher Certification Form

(to be used where the Contractor itself is the Software Publisher)

The Contractor certifies that they are the software publisher of all the following software products and components and that it has all the rights necessary to license them (and any nonproprietary sub-components incorporated into the software) on a royalty-free basis to Canada:

List of all Software Products

[Contractor should add or remove lines as needed.]

Authorized company representative:

NAME and TITLE

SIGNATURE

DATE

Note: "Software Publisher" means the owner of the copyright in any software included in the Contract, who has the right to license (and authorize others to license/sub-license) its software products.

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ATTACHMENT 5.2 - SOFTWARE PUBLISHER AUTHORIZATION FORM

PWGSC FILE NO: 47419-185313

COMPANY NAME: [LEGAL NAME OF THE COMPANY]

Software Publisher Authorization Form

(to be used where the Contractor is not the Software Publisher)

This confirms that the software publisher identified below has authorized the Contractor named below to license its proprietary software products under any contract identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the contract, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.

This authorization applies to the following software products:

[Contractor should add or remove lines as needed.]

Name of Software Publisher (SP) _____

Signature of authorized signatory of SP _____

Print Name of authorized signatory of SP _____

Print Title of authorized signatory of SP _____

Address for authorized signatory of SP _____

Telephone no. for authorized signatory of SP _____

Fax no. for authorized signatory of SP _____

Date signed _____

Contract Number _____

Name of Contractor _____

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ATTACHMENT 5.3 - Integrity Provisions - List of Names Form

Complete Legal Name of Company	
Company's address	
Company's Procurement Business Number (PBN)	
Solicitation number	
Board of Directors (Use Format – first name last name) Or put the list as an attachment	
1. Director	
2. Director	
3. Director	
4. Director	
5. Director	
6. Director	
7. Director	
8. Director	
9. Director	
10. Director	
Other members	
Comments	