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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

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Title - Sujet RFP - Mapping services API#s	
Solicitation No. - N° de l'invitation 47419-185313/A	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client 1000335313	Date 2017-11-30
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 2017-12-07	
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

This amendment 004 is issued to

- A) Respond to questions regarding the bid solicitation; and
 - B) To identify changes to the bid solicitation.
-

A) Respond to questions regarding the bid solicitation

- 1) **Question:** Due to the mandatory terms and conditions of the resulting contract terms, the RFP is incompatible with solutions delivered via commercially available public cloud infrastructure.

Commercially available public cloud infrastructures must be delivered as a standard, non-customized service. If customizations are made, economies of scale achieved through the delivery of a shared, standardized service are lost.

In order to provide a commercially available cloud service, providers of such services must be able to rely on the standard terms and conditions applicable to the services, including terms related to service delivery and service levels. These terms reflect how the cloud services are engineered and architected.

If taxpayers are to benefit from the functionality, scalability and cost efficiency of a hyper-scale cloud service, PSPC will need to accept a service provider's standard terms and conditions and accept that none of its terms that would impact on delivery of the hyper-scale cloud service do not apply. Accordingly, we request that PSPC amend the RFP to: (i) revise the Priority of Documents to list the commercial terms that will form part of the resulting contract at the top of the list in Part 7.10 (ii) remove the requirement to comply with Supplemental General Conditions 4003 and 4004 (iii) add the following new section:

Cloud Service Provider Terms. Notwithstanding anything to the contrary in the RFP or the resulting contract, none of the terms of the RFP that may impact on the delivery of the services to which the commercial terms listed in Part 7.10 will apply to such services.

Answer: Supplemental General Conditions 4003 and 4004 have been removed and replaced as per this amendment. The priority of documents has been modified to remove reference to 4003 and 4004 and add "Annex "D" – Additional Service Terms".

- 2) **Question:** RFP Section 7.13 Safeguarding of Electronic Media. Could you provide additional detail with respect to this requirement given that CBSA's requirement is for an online mapping service. As there will be no electronic media delivered to Canada under the resulting Contract, will the Crown agree to delete this section of the RFP?

Answer: The media can contain reports or reports can be provided via an email or online web interface.

- 3) **Question:** In order to be able to provide the required deliverables under this RFP (including the number of transactions CBSA would require), would CBSA be able to provide a summary of what the user flow of the application would be as it pertains to the mapping/geospatial needs? For example, we understand the requirements include a search for closest border crossing location, driving directions from point A to point B and maps, etc., however, could CBSA then confirm if all of those events are part of the same user sequence or are they separate features of the application (e.g. some users would just search for the nearest border crossing and not get driving directions)?

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Additionally, for any of those above-noted actions, is the map loaded first or last as part of the CBSA application flow?

Answer: All events are part of the same sequence for certain calls while other calls may simply request the location of the 3 closes ports of entry given a users` current GPS coordinates. The conditions (way points, POE coordinates, etc.) are provided to the mapping service which then returns the map with the turn-by-turn directions including all way points and other conditions.

- 4) **Question:** The RFP mentions the need to support a minimum of 50,000 active daily users (or sessions), can CBSA provide an upper level of daily users as well? This would allow Bidders to understand the usage range (low to high).

Answer: We cannot provide an upper level as volume continues to grow with the number of downloads and usage of the app.

- 5) **Question:** With respect to Point Rated Criteria, specifically R5, would the Crown please remove the word "native" so that Bidders can propose solutions that provide APIs for iOS and Android, but that are not necessarily native? The objective would still be achieved in terms of the provision of APIs for those two operating systems.

Answer: The word "native" has been removed as per the changes listed in this amendment.

- 6) **Question:** We are considering proposing a solution for the Mapping Services API that is based on a subscription in a Software As A Service (SAAS) model rather than a traditional licensed software product. We are an exclusive Canadian provider of that service – we are not the publisher/licensor. Consequently, we respectfully request that you remove the requirement or allow an exception for Attachment 5.2, and Requirement 7.1.

Answer: Canada will not be removing the requirement that Bidders either be the Publishers of their proposed solutions, or that they have the written consent of the Publishers to License the Publishers software on the Publishers behalf.

- 7) **Question:** Similarly, we request removal or allow an exception to the licensing stipulations in Requirement 7.2.2 (4003-4004), Supplemental General Conditions.

Answer: Supplemental General Conditions 4003 and 4004 have been removed and replaced as per this amendment.

- 8) **Question:** On technical requirement 5.5.1, page 22 of the amendment, regarding anonymity of calls to all mapping service APIs. Is this to cater for third party developers who will want to build custom applications against the API? Or is this API solely to be used by CBSA?

Answer: The API's are to be used solely by the CBSA.

- 9) **Question:** On technical requirement 5.2.1.3, page 21 of the amendment regarding the ability to plot multiple way points: does this entail including into the final solution a map as well as the way-points plotted against it, or simply an API which will return this data points, which can eventually be plotted onto a map?

Answer: It includes the map with the waypoints as the solution provides the map and turn-by-turn directions.

- 10) **Question:** If the requirements is to include a map into the final solution, do you have a full set of functional requirements expected for the user interface?

Answer: The map must include the ability to zoom in and out using mobile gestures, such as using two-fingers to pinch and zoom in to the map. The map must also permit the ability to use finger gestures (mobile) to move the map and reveal all surrounding areas.

- 11) **Question:** On technical requirement 5.2.3.5, page 22 of the amendment, regarding injection of border wait times: is the requirement provisioning of an API which takes as an input parameter border wait time or does this also include a user interface on a map which allows a user to specific such wait time?

Answer: The API must take into account the border wait times as a parameter.

- 12) **Question:** Would you kindly send to me a word version of the following forms?

- 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

Answer: Please email the Contracting Authority listed in the Solicitation document at least 3 business days prior to the closing date of the Solicitation, the Contracting Authority will acknowledge the email, and provide a copy of all the attachments listed in Question 12 in addition to "Attachment 5.3 - Integrity Provisions - List of Names Form". The Attachments will be provided in the .docx MS Word file format by reply email within 2 days in the Official Language of your choice.

B) Identify changes to the bid solicitation

Change 1: Delete Section 7.1 in its entirety and insert the following:

7.1 Requirement

(a) _____ (the "**Contractor**") agrees to supply to the Client the goods and services described in the Contract, including the Statement of Requirements, in accordance with, and at the prices set out in, the Contract. This includes:

- (i) granting the license to use the Licensed Mapping Service described in the Contract;
- (ii) providing the Software Documentation relating to the Licensed Mapping Service in English, and French if available;
- (iii) providing Software Maintenance and Support during the Licensed Mapping Service Subscription Period, plus any period during which the subscription to the Licensed Mapping Service is extended pursuant to the irrevocable options granted to Canada below;

(b) **Client:** The initial Client is the Canada Border Services Agency (CBSA).

(c) **Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by (and no additional fees will be payable as a result of) the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client. In connection with any form of reorganization, Canada may designate another department or government body as the Contracting Authority or Technical Authority, as required to reflect the new roles and responsibilities associated with the reorganization.

(d) **Defined Terms:** Words and expressions defined in the General Conditions or Supplemental General Conditions and used in the Contract have the meanings given to them in the General Conditions or Supplemental General Conditions. Also, the following words and expressions have the following meanings:

"**deliverable**" or "**deliverables**" includes the license to use the Licensed Mapping Service (the Licensed Mapping Service itself is not a deliverable, because the Licensed Mapping Service is only being licensed under the Contract, not sold or transferred).

"**Device**" means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.

"**General Conditions**" means the general conditions that form part of the Contract;

"**Licensed Mapping Service**" means the right to access and use the software products installed at the Contractor's premises that must be provided by the Contractor to Canada under the Contract. This includes a subscription license with all the rights defined in the Contract and the rights to the Software Documentation collectively.

"**Software Documentation**" means all of the Software Publisher's applicable manuals, handbooks, user guides and other human-readable material for the Licensed Mapping Service to be provided by the Contractor to Canada under the Contract, whether that material is to be provided in printed form or on Media;

"**Software Publisher**" means the third party licensor of the Licensed Mapping Service to be supplied by the Contractor under the Contract as identified and named as the 'Software Publisher' under the **Software Publisher's Authorization Form** attached as **Form 5.2** to this Contract.

"**User**" means an individual authorized by the Client to use the Licensed Mapping Service supplied under the Contract and includes any employee, agent or contractor authorized to use the Licensed Mapping Service.

"**Licensed Mapping Service Maintenance Releases**" means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Mapping Service developed or installed by the Contractor or its licensor;

"**Software Error**" means any software instruction or statement contained in or absent from the Licensed Mapping Service, which, by its presence or absence, prevents the Licensed Mapping Service from operating in accordance with the applicable specifications of the Software Documentation where such failure impacts operational or functional performance;

"**Licensed Mapping Service Subscription Period**" means the period specified in the Contract during which the Contractor must support the Licensed Mapping Service, in accordance with the conditions of the Contract.

Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions unless provided otherwise. If the General Conditions contain sections entitled "Ownership" and "Warranty", those sections do not apply to the Licensed Mapping Service. Instead, the ownership and warranty provisions herein in this agreement apply to the Licensed Mapping Service.

Change 2: Delete Section 7.2.2 in its entirety and insert the following:

7.2.2 Supplemental General Conditions:

7.2.2.1 License Grant

- (a) The Mapping Service (MS) includes the licensed rights to permit the Users to access and use the MS and any other software or software code required for the MS offered by the Contractor in its bid to function in accordance with the MS Documentation and the Statement of Requirements during the period of the Contract. The MS also includes all services necessary for use of the MS as per Annex "A" – SoR.
- (b) The Contractor agrees that the MS includes anything required to enable the Users to use all the features and functionality of the MS meeting the Statement of Requirements and providing the functionality as proposed by the Contractor in its bid response, including but not limited to providing any and all hosted software, hosted equipment, host agents, access licenses, drivers, application programming interfaces, adapters, connectors, plug-ins, development frameworks and hosted management consoles
- (c) The license granted under the Contract entitles the Users to access, and use the MS, in whole or in part, for its purposes, at Canada's sole discretion, by any Canadian government department, Crown corporation or agency as described in the Financial Administration Act (as amended from time to time), and any other party for which the Department of Public Works and Government Services has been authorized to act from time to time under section 16 of the Department of Public Works and Government Services Act.
- (d) The license granted under the Contract is unaffected by changes in the environment described in Annex "A" - SoR, such as changes to the operating system, types of Devices, or other software products used by the Users.
- (e) In addition to the obligations set out in the Annex "A" - SoR, the Contractor must provide the English and French language versions of the MS.
- (f) Additional Rights: The license includes the right for Users to access and use the MS, which includes the rights:

- (i) to generate an unlimited number of reports;
- (ii) to access and use the MS from an unlimited number of locations, devices, and operating environments;
- (iii) to make this use by way of the Internet, or such other means as may become possible from time to time so that Users have "universal access rights" (i.e., a right to access and use the MS by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available; and
- (iv) to make use of this regardless of the operating systems, software applications and Application Programming Interface(s) (API) that may be used from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than that comprising the MS;

all without requiring the purchase of any further licenses or rights.

7.2.2.2 Ownership

- (a) Canada acknowledges that ownership of the MS belongs to the Contractor or its licensor and is not transferred to Canada. As a result, any reference in the Contract to any part of MS as a deliverable must be interpreted as a reference to the license to access and use the MS, not to own the MS.
- (b) Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the MS (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor. As long as the Contractor at all times observes the confidentiality provisions of the Contract, the Contractor will be entitled to use that intellectual property for whatever purposes it sees fit, including in the services it provides to its other customers, on the condition that Canada also has the right to use that intellectual property for its own business purposes at no additional cost. The Contractor agrees that all data, know-how or other intellectual property created or owned by Canada will remain the property of Canada, regardless of whether that data is created, processed, or stored using the MS.

7.2.2.3 Disabling Codes

- (a) If the MS contains any features, functions or characteristics ("Disabling Codes") that might cause the MS to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the MS, all the information required by Canada to continue to access and use the MS.
- (b) If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the MS or take whatever other steps are necessary to ensure that Canada is able to continue using the MS.
- (c) The Contractor agrees to diligently investigate the existence or characteristics of any Disabling Code in order to become aware of them as soon as practicable.

7.2.2.4 Mapping Service - Transfer

- (a) The license to access and use the MS under the Contract is transferable by Canada under the same conditions of the Contract, to any Canadian government department, corporation or agency, as defined in the Financial Administration Act, R.S.C. 1985, c. F-11, as amended from time to time, or to any other

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party for which the Department of Public Works and Government Services Canada has been authorized to act under section 16 of the Department of Public Works and Government Services Act, S.C. 1996, c. 16, as long as Canada informs the Contractor of the transfer within thirty (30) days of the transfer occurring.

7.2.2.5 Mapping Service Documentation

- (a) Copyright in the MS Documentation will not be owned by or transferred to Canada. However, Canada has the right to use the MS Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the MS, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the MS Documentation without first obtaining the written consent of the Contractor.
- (b) The Contractor guarantees that the MS Documentation contains enough detail to permit an Administrator to access, test and use all features of the MS.
- (c) The Contractor must deliver the MS Documentation in English. If the MS Solution Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the MS Documentation is only available in English, it may be delivered in that language; however, Canada then has the right to translate it. Canada owns any translation and is under no obligation to provide it to the Contractor. Canada will include any copyright and/or proprietary right notice that was part of the original document in any translation. The Contractor is not responsible for technical errors that arise as a result of any translation made by Canada.
- (d) At no additional cost to Canada, the Contractor must update the MS Documentation throughout the Contract Period, and any extension thereof, to the most current release level consistent with the MS delivered under the Contract. The Contractor must provide these updates to Canada within ten (10) days of the update being available. These updates must include supporting documentation for all modifications to the MS, including new versions and new releases that Canada is entitled to receive under the Contract and must identify any problems resolved, enhancements made, or features added to the MS, together with access instructions.

7.2.2.6 Term of License

- (a) Canada's license to access and use the MS is an annual subscription license that is in effect during the Contract Period.

7.2.2.7 Right to License

- (a) The Contractor guarantees that it has the right to license the MS and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions.
- (b) The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the MS if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the MS or any portion of it. The Contractor acknowledges that any additional license agreement relating to the MS signed by anyone other than the Contracting Authority is void and of no effect.

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- (c) Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained on the Contractor's Internet site or conditions that may accompany the MS in any manner, regardless of any notification to the contrary.

7.2.2.8 Mapping Service Warranty

- (a) The Contractor warrants and represents that the MS will meet or exceed all the Specifications set out in the Contract and the Annex "A" - SoR during the entire Contract Period.

7.2.2.9 Mapping Service Maintenance

- (a) The Contractor must continue to maintain and upgrade the Mapping Service as a commercial Mapping Service (i.e. the Contractor or the software publisher must be continuing to develop new code in respect of the Mapping Service to maintain its functionality, enhance it, and deal with Errors) for the entire Contract Period. After that time, if the Contractor or the software publisher decides to discontinue or no longer maintain the Mapping Service, the Contractor must provide written notice to Canada at least 12 months in advance of the discontinuation.

7.2.2.10 Mapping Service Support

Throughout the Contract Period, the Contractor must as part of the MS provide the following Support:

- (a) **E-Mail Support:** The Contractor must provide the e-mail Support through the Contractor's e-mail address at _____, in Canadian English, from 8:00 A.M. to 6:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the e-mail is sent). The Contractor must answer all e-mails (automatically generated e-mails will not be considered to meet this requirement) within 1 business day of the initial time of the Client's initial e-mail.
- (b) **Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at [Contractor's Hotline Number], in English and French, from 8:00 A.M. to 6:00 P.M. Eastern Time, Monday to Friday (excluding statutory holidays observed by the federal government in the province from which the call is made). The Contractor must answer or return all calls (with a live service agent) within 60 minutes of the initial time of the Client or User's initial call. The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the Licensed Mapping Service.
- (c) **Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line support tools. The Contractor's website must provide support in English, and as a minimum, the available frequently asked questions in French. The Contractor's website must be available to Canada's Administrators 24 hours a day, 365 days a year, and must be available 98.5% of the time. The Contractor's website address is _____.
- (Note to bidders: Above information will be completed by the Contracting Authority at Contract Award.)*
- (d) **Qualified Personnel:** The Contractor's personnel must be qualified and able to respond to the Client's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems relating to the MS.
- (e) **Language of Support:** The Support must be provided in English. If available, the Support Services must be provided in both French and English, based on the choice of the Administrator requesting support.

7.2.2.11 Software Error Correction Services

- a) Canada may report to the Contractor any failure of the Licensed Mapping Service Products to operate in accordance with the contract and the Statement of Requirements, during the Licensed Mapping Service

Subscription Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections (b) and (c), with a correction of the Software Error which caused the failure. Any such software correction must cause the Licensed Mapping Service to meet the contract and contract specifications. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Licensed Mapping Service will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Licensed Mapping Service and will be subject to the conditions of Canada's license with respect to the Licensed Mapping Service.

- b) Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed below. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

Severity 1: indicates total inability to use the Licensed Mapping Service resulting in a critical impact on user objectives;

Severity 2: indicates ability to use a Licensed Mapping Service but user operation is severely restricted;

Severity 3: indicates ability to use a Licensed Mapping Service with limited functions which are not critical to overall user operations;

Severity 4: indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

- c) Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

Severity 1: within 4 hours of notification by Canada;

Severity 2: within 24 hours of notification by Canada;

Severity 3: within 72 hours of notification by Canada; and

Severity 4: within 14 days of notification by Canada;

If Canada reports a Software Error to the Contractor, Canada must provide sample output (if applicable) and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

Change 3 modify 3.2 “Section I: Technical Bid” to insert the following:

- v) **Bidder's Additional Service Terms (Requested at Solicitation Closing):** The Bidder is requested to submit any additional service terms (if any) not addressed by the resulting contract clauses in Part 7 of the RFP, for the Services being offered by the Bidder. The Additional Service Terms will be incorporated as “Annex “D” – Additional Service Terms of the Resulting Contract.

Canada will have the right to review and strike out any Additional Service Terms that could be in conflict with our Laws, Acts, Legislation, Policy, or if Canada feels said Additional Service Terms might present

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harm to Canada, or not be in the best interest of Canada. Bidders will be given one chance only to present an amended Annex "D" based on Canada's feedback, Bidders must submit the modified Terms and/or Conditions within 5 business days of Canada notifying the Bidder that their original Annex "D" submission is not accepted. If Canada accepts the modified Terms and/or Conditions, then the amended Annex "D" will form part of the Contract. If Canada does not accept the original or amended Annex "D" as proposed by the Bidder, at Canada's discretion, Canada may offer a final proposal Annex "D" to the Bidder, the Bidder may accept or reject the final proposal on Annex "D". If the final proposal on Annex "D" is accepted by the Bidder, within 3 Business days of Canada sending the final proposal on Annex "D", it will become and form part of the Contract. If the final proposal on Annex "D" is rejected by the Bidder or not accepted within the timeframe specified by Canada, the Bid will be considered non responsive.

Only terms which are presented in full and directly included in an approved Annex "D" - Additional Service Terms form part of the Contract. Any terms or conditions that are purported to be incorporated by reference through URLs, read me files or otherwise form no part of the Contract unless such terms are presented in full and included at Annex "D" - Additional Service Terms.

Change 4 Delete Section 7.10 in its entirety and insert the following:

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

- (a) the Articles of Agreement;
- (b) the general conditions [2030](#) (2016-04-04);
- (c) Annex "A" - Requirement;
- (d) Annex "B" - Basis of Payment;
- (e) Annex "C" - Definitions;
- (f) the Contractor's bid dated _____, as clarified on _____, as amended on _____; and
- (g) Annex "D" – Additional Service Terms (if applicable).

Change 5 modify Section 1.1 as follows:

Delete:

The Annexes include:

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

Insert:

The Annexes include:

- Annex "A": Requirement;
- Annex "B": Basis of Payment
- Annex "C": Definitions
- Annex "D": Additional Service Terms

Delete:

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- Attachment 3.2 – Financial Proposal Requirement

Insert:

- Attachment 3.3 – Financial Proposal Requirement

Change 6 modify Attachment 3.2 as follows:

Delete:

R5	MS should provide native APIs for iOS and Android Points: 10		
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Insert:

R5	MS should provide APIs for iOS and Android Points: 10		
----	--	--	--

Delete:

R5 Provide native APIs for iOS and Android

SCORING	POSSIBLE POINTS
Able	10
Not able	0

Insert:

R5 Provide APIs for iOS and Android

SCORING	POSSIBLE POINTS
Able	10
Not able	0

Change 7 Delete Section 7.6.1 in its entirety and insert the following:

Basis of Payment

- i) **Licensed Mapping Service:** For the license to use the Licensed Mapping Service (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.

Change 8 Delete Annex “C” - Definitions in its entirety and insert the following:

"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 Mapping Service, 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 Mapping Service from operating in accordance with the Specifications.

"Extensions" means an update to the Licensed Mapping Service that extends the features, functionality or performance of the Licensed Mapping Service 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 Mapping Service, regardless of whether the Contractor refers to it as a "new release".

"Renames" means an upgrade to the Licensed Mapping Service where the product name is changed, but the new software product has similar features and functionality as the Licensed Mapping Service, 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 Mapping Service 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 Mapping Service 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 Mapping Service 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".

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"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).