



# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Please see RFP  
S.V.P. voir le DDP

Proposal to: Treasury Board of Canada Secretariat

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

Propositions aux : Secrétariat du Conseil du Trésor du Canada

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

Solicitation No. - N° de l'invitation <b>24062-19-096</b>	Type - Genre <b>RFP</b>	Update - Mise à jour <b>001</b>
Solicitation closes - La demande prend fin at - à <b>15:00 (3:00 pm) EDT</b> on - le <b>31-Aug-2018</b>	TBS File No. - N° de dossier de SCT <b>24062-19-096</b>	

↑ Please ensure this area appears in window of return envelope ↓  
S'assurer que cette partie figure dans la fenêtre de l'enveloppe-réponse ↓

Date of Solicitation - Date de la demande <b>19-Jun-2018</b>	
Address Inquiries to - Adresser toute demande de renseignements à : <b>Neil.Charbonneau@tbs-sct.gc.ca and zzTBSCONT@tbs-sct.gc.ca</b>	
Area code and Telephone No. Code régional et N° de téléphone <b>613-219-3866</b>	Facsimile No. N° de télécopieur
Special Instructions- Instructions spéciales <b>Please send all enquiries regarding this solicitation to the following email addresses: Neil.Charbonneau@tbs-sct.gc.ca and zzTBSCONT@tbs-sct.gc.ca</b>	

**Instructions:**  
Municipal taxes are not applicable.

Unless otherwise specified herein by the Crown, all prices quoted are to be net prices in Canadian funds including Canadian customs duties, excise taxes, and are to be F.O.B, including all delivery charges to destination(s) as indicated. The amount of the GST/HST is to be shown as a separate item.

**Instructions:**  
Les taxes municipales ne s'appliquent pas.

Sauf indication contraire, énoncée par la Couronne, dans les présentes, tous les prix indiqués sont des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être F.A.B, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). La somme de la TPS/TVH devra être un article particulier.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name Address - Nom et adresse du fournisseur	
Facsimile No. - N° de télécopieur	
Telephone No. - N° de téléphone	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Name / Nom	
Title/ Titre	
Signature : _____	
Date : _____	



**Request for Proposal (RFP)**

**FOR THE PROVISION OF**  
**Artificial Intelligence Insights into Regulations**

**FOR**  
**The Treasury Board of Canada Secretariat**

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## **GENERAL INFORMATION**

### **1.0 PROJECT SUMMARY**

The project involves using artificial intelligence methods, such as machine learning and advanced data analytics, to derive insights into the stock of federal regulations.

### **2.0 SECURITY REQUIREMENTS**

There is no security component associated with this requirement.

### **3.0 INTERPRETATION**

In the request for proposal “RFP”,

3.1 “Canada”, “Crown”, “Her Majesty”, “the Government” or “Treasury Board of Canada Secretariat” or “TBS” means Her Majesty the Queen in right of Canada, as represented by the President of the Treasury Board;

3.2 “Contract” or “Resulting Contract” means the written agreement between Treasury Board of Canada Secretariat and (a) contractor(s), comprising the General Conditions (set out in **Appendix A of this RFP**) and any supplemental general conditions specified in this RFP and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the Parties from time to time;

3.3 “Contracting Authority or authorized representative” means the TBS official, identified in Part 3, Article 5.0 of this RFP, responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned TBS official;

3.4 “Contractor”, means the person or entity whose name appears on the signature page of the Contract and who is to supply goods or services to Canada under the Contract;

3.5 “Minister” means the President of the Treasury Board or anyone authorized to act on his/her behalf;

3.6 “Project Authority or authorized representative” means the TBS official, identified in Part 3, Article 6.0 of this RFP, responsible for all matters concerning a) the technical content of the Work under the Contract; b) any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a Contract amendment issued by the Contracting Authority; c) inspection and acceptance of all Work performed as detailed in the Statement of Work, and; review and inspection of all invoices submitted;

3.7 “Proposal” means an offer, submitted in response to a request from a Contracting Authority, that constitutes a solution to the problem, requirement or objective in the request;

3.8. “Participant” means a person or entity submitting a proposal in response to this RFP;

3.9 "Work" means the whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by the Contractor in accordance with the terms of this RFP.

## **PART 1: PARTICIPANT INSTRUCTIONS, INFORMATION AND CONDITIONS**

### **1.0 CONTRACTUAL CAPACITY**

1.1 The participant must have the legal capacity to enter into legally binding contracts. If the participant is a sole proprietorship, a partnership or a corporate body, the participant should provide a statement indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business and the country where the controlling interest/ownership of the organization is located as per **Appendix F** of this RFP.

### **2.0 ACCEPTANCE OF TERMS AND CONDITIONS**

2.1 TBS will only consider proposals which accept TBS terms and conditions.

2.2 The General Conditions attached in **Appendix A** and those set out in Part 3 of this RFP shall form part of any Resulting Contract.

### **3.0 INCURRING COST**

3.1 The cost to prepare the proposal will not be reimbursed by the Treasury Board of Canada Secretariat.

3.2 No cost incurred before receipt of a signed Contract or specified written authorization from the Contracting Authority can be charged to any Resulting Contract.

### **4.0 ENQUIRIES - SOLICITATION STAGE**

4.1 All enquiries or issues concerning this solicitation must be submitted in writing (by e-mail) to the TBS contact person specified in this RFP. It is the responsibility of the participant to obtain clarification of the requirements contained herein, if necessary, prior to submitting a proposal.

4.2 Enquiries and issues must be received by the aforementioned contact person no later than **ten (10)** calendar days prior to the solicitation closing date specified herein to allow sufficient time to provide a response. Enquiries or issues received after that time may not be able to be answered prior to the solicitation closing date.

4.3 To ensure consistency and quality of information provided to participants, the contact person will provide, simultaneously to all participants any information with respect to enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

4.4 All inquiries and other communications with government officials throughout the solicitation period are to be directed **ONLY** to the contact person named below. Non-compliance with this condition during the proposal solicitation period may (for that reason alone) result in disqualification of a proposal.

4.5 Information sessions will be made available for participation with all interested participants in order to answer questions and/or provide clarification on requirements.

## **5.0 RIGHTS OF CANADA**

5.1 Canada reserves the right to:

1. Accept any proposal in whole or in part, without prior negotiation;
2. Reject any or all proposals received in response to this RFP;
3. Cancel and/or re-issue this RFP at any time;
4. Ask the participant to substantiate any claim made in the proposal;
5. Enter into negotiations with one or more participants on any or all aspects of their proposals;
6. Award one or more Contracts;
7. Retain all proposals submitted in response to this RFP.

## **6.0 MANDATORY CLAUSES**

6.1 Where the words “**must**”, “**shall**” or “**will**” appear in this RFP, the clause is to be considered as a mandatory requirement.

## **7.0 DEBRIEFING**

7.1 After contract award, the participant may request a debriefing on the results of the bid solicitation process. The participant should make the request to the Contracting Authority within the timeframe specified in the contract award notice. The debriefing may be in writing, by telephone or in person at the discretion of the Contracting Authority.

## **8.0 OFFICE OF THE PROCUREMENT OMBUDSMAN**

If you have issues or concerns regarding the solicitation, you have the option of raising them with the department or with the Office of the Procurement Ombudsman (OPO). The Office of the Procurement Ombudsman was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca). You can also obtain more information on the OPO services available to you at their website at [www.opo-boa.gc.ca](http://www.opo-boa.gc.ca)

## **PART 2: PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION PROCEDURES**

### **1.0 APPLICABLE LAWS**

1.1 The Contract shall be interpreted and governed, and the relations between the parties, determined by the laws in force in the Province of **Ontario**.

1.2 In their bid submission, the participant may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their proposal, by deleting the Canadian province specified in the previous paragraph and inserting the Canadian province or territory of their choice. If no change is made, the participant acknowledges the applicable law specified is acceptable to the participant.

### **2.0 SUBMISSION OF PROPOSAL**

Responses are to be sent by email to:

Contracting Authority:

E-mail: [Neil.Charbonneau@tbs-sct.gc.ca](mailto:Neil.Charbonneau@tbs-sct.gc.ca) & [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

**On** August 31<sup>st</sup>, 2018

**At** 3:00 pm (15:00)

**Time Zone:** Eastern Daylight Saving Time (EDT)

#### **Submission of Proposal by Email**

Bidders must submit their proposal electronically by email. However, all financial information must be presented in a separate attachment from the Technical Response information and each attachment should include the solicitation number.

Should Bidders choose to submit an e-mail response to the proposal, the following applies:

For email transmission of an electronic version, the only acceptable emails are:

[Neil.Charbonneau@tbs-sct.gc.ca](mailto:Neil.Charbonneau@tbs-sct.gc.ca) and [zzTBSCONT@tbs-sct.gc.ca](mailto:zzTBSCONT@tbs-sct.gc.ca)

The electronic transmission must be received by bid closing date and time as stipulated on page 1 of the RFP and include the solicitation number. For email transmissions, Canada will not be responsible for any failure or delay attributable to the transmission or receipt of the email including but not limited to:

- receipt of incomplete bid
- file size
- delay in transmission or receipt of the bid
- failure of the Bidder to properly identify the bid
- illegibility of the bid; or
- Security of the bid data.

Please note that .zip files may be rejected by Treasury Board of Canada Secretariat servers.

The onus for submitting proposals on time at the specified location rests with the participant. It is the participant's responsibility to ensure correct delivery of their proposal to the contact person.



Proposals submitted in response to this RFP will not be returned.

### 3.0 PROPOSAL PREPARATION INSTRUCTIONS

3.1 The proposal **should** be structured in **Two SEPARATE identified parts** as indicated below:

Section 1	Technical Proposal (as specified in <b>Appendix B</b> with no reference to price)	1 electronic copy
Section 2	Certifications	1 electronic copy

3.2 The participant may **submit a proposal in either official language**.

3.3 Each copy of the proposal is to include the participant's legal entity name, the name of the participant's contact, address, telephone number, facsimile number, email address and the RFP Number.

### 4.0 PREPARATION OF TECHNICAL PROPOSAL (Section 1)

4.1 In the Technical Proposal, the participant should demonstrate its understanding of the requirements of the **Statement of Work (Appendix B)**, as well as demonstrate how the participant meets the requirements of the **Evaluation Procedures and Criteria (Appendix E)**.

#### 4.2 Security Requirements

There is no security component associated with this requirement. However, subsequent contracts resulting from departmental selection from the vendor list may result in additional security requirements.

### 5.0 CERTIFICATION REQUIREMENTS (Section 2)

In order to be awarded a contract, the certifications attached **in Appendix F** will be required. The certifications should be submitted with the proposal. Canada may declare a bid non-responsive if the certifications are not submitted or completed as required. Where Canada intends to reject a proposal pursuant to this paragraph, the contact person will so inform the participant and provide the participant with a time frame within which to meet the requirement. Failure to comply with the request of the contact person and meet the requirement within that time frame period will render the proposal non-responsive. Compliance with the certifications the participant provides to Canada is subject to verification by Canada. The contact person shall have the right to ask for additional information to verify that the participant is compliant with the applicable certifications before and after award of a contract. Any certification made by the participant that is determined to be untrue, whether made knowingly or unknowingly, or any failure to comply with the certifications or comply with the request of the contact person for additional information, will render the bid non-responsive.

## **6.0 EVALUATION PROCEDURES**

6.1 Proposals will be evaluated via a pitch session at the September showcase event in accordance with the **Evaluation Procedures and Criteria** specified in **Appendix E**. Proposals received will be compared separately against the evaluation criteria identified therein for the total requirement described in this RFP and in conjunction with the accompanying **Statement of Work (Appendix B)**.

6.2 A jury, composed of representatives of the Treasury Board of Canada Secretariat as well as other government departments, will evaluate the Proposals on behalf of Canada.

6.3 The evaluation team reserves the right, but is not obligated, to perform any of the following tasks:

- a) seek clarification or verification from the participant regarding any or all information provided by them with respect to the bid solicitation;
- b) request, before award of any contract, specific information with respect to participant's legal status;
- c) verify any information provided by the participant through independent research, use of any government resources or by contacting third parties;

## **7.0 REQUESTS FOR PROPOSAL AMENDMENT(S)**

7.1 Any modifications to this RFP will be made through an amendment which will be posted publically via Buyandsell.

### **PART 3: RESULTING CONTRACT TERMS AND CONDITIONS**

Upon a Contract being awarded pursuant to solicitation number 24062-19-096, the following Terms and Conditions shall form part of the Resulting Contract:

#### **1.0 GENERAL CONDITIONS**

1.1 The General Conditions attached in **Appendix A** shall form part of any Resulting Contract.

#### **2.0 REQUIREMENT**

2.1 The Contractor will provide the services identified in **Appendix B, Statement of Work**.

2.2 The Contractor shall maintain, for the duration of the Contract, a designated single point of contact, hereafter referred to as a Contractor Representative, dedicated to managing the Contract.

#### **3.0 SECURITY REQUIREMENT**

There is no security component associated with this requirement. However, subsequent contracts resulting from departmental selection from the vendor list may result in additional security requirements.

#### **4.0 CONTRACT PERIOD**

4.1 The Contract shall be for a period of time such that the contract ends on September 30<sup>th</sup>, 2018.

4.2 The Contractor cannot extend the duration of the Contract under any terms or conditions.

#### **5.0 CONTACT PERSON AND CONTRACTING AUTHORITY**

##### 5.1 Contact Person During Solicitation

For all inquiries regarding this solicitation, please contact:

Name: Neil Charbonneau  
Organization: Treasury Board of Canada Secretariat  
Address: 90 Elgin Street, 3<sup>rd</sup> Floor, Ottawa, ON  
E-mail: [Neil.Charbonneau@tbs-sct.gc.ca](mailto:Neil.Charbonneau@tbs-sct.gc.ca)  
Telephone: 613-219-3866

##### 5.2 The Contracting Authority is:

*To be provided at contract award*

5.3 The Contracting Authority (or authorized representative) is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor is not to perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer.

## 6.0 PROJECT AUTHORITY

6.1 The Project Authority for the Contract is:

*To be provided at contract award*

6.2 The Project Authority, or authorized representative, is responsible for:

1. All matters concerning the technical content of the Work under the Contract;
2. Defining any proposed changes to the scope of the Work, but any resulting change can only be confirmed by a contract amendment issued by the Contracting Authority;
3. Inspection and acceptance of all Work performed as detailed in the **Statement of Work (Appendix B)** and;
4. Review and approve all invoices submitted.

## 7.0 CONTRACTOR REPRESENTATIVE

7.1 The Contractor Representative for the Contract is:

*To be provided at contract award*

7.2 The duties and responsibilities of the Contractor Representative shall include the following:

1. Responsible for the overall management of the Contract;
2. Ensure that the Contract is administered in accordance with the terms and conditions of the Contract;
3. Act as a single point of contact to resolve any contractual disputes that may arise. The Contract Representative must have direct access to the level of management within the Contractor's organization vested with the decision-making authority for contractual matters;
4. Shall be established as the only recognized individual from the Contractor's organization to speak on behalf of the Contractor for purposes of Contract management;
5. Monitor all resources that are providing services/deliverables in accordance with the Contract;
6. Liaise with the Project Authority on all matters concerning technical aspects of the Work and performance of its resources; and
7. Manage the transition of any potential resource(s) turnover during the period of the Work.

## 8.0 PRIORITY OF DOCUMENTS

8.1 The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents which appear on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

1. These Terms and Conditions;
2. The **Statement of Work, Appendix B** thereof;
3. The **General Conditions, Appendix A** thereof;
4. **Basis of Payment, Appendix D** thereof;
5. **Certification Requirements, Appendix F**;
6. Request for Proposal number 24062-19-096;
7. Contractor's Proposal dated (*to be inserted at contract award*).

## **9.0 BASIS FOR CANADA'S OWNERSHIP OF INTELLECTUAL PROPERTY**

In this section of the RFP,

9.1 "Material" means anything that is created or developed by the Contractor as part of the Work under the Contract, and in which copyright subsists, but does not include computer programs and related software documentation.

9.2 The Treasury Board of Canada Secretariat has determined that any intellectual property arising from the performance of the Work under the Contract will vest with the Contractor.

## **10.0 ACCESS TO GOVERNMENT FACILITIES/EQUIPMENT**

No access is required to TBS facilities or equipment.

## **11.0 BASIS OF PAYMENT PRIZES**

11.1 Proposals will be ranked based on the evaluation criteria set out in **Appendix E**, and prizes will be awarded to the proposals as set out in **Appendix D**.

## **12.0 METHOD OF PAYMENT**

12.1 Payment shall be made upon selection of the winning proposals (pursuant to section 11).

## **13.0 DIRECT DEPOSIT**

The Contractor agrees to receive payment through direct deposit to a financial institution. Government of Canada considers privacy and security of utmost importance in the issuance of payments. Any information you provide to the Government of Canada in support of Direct Deposit is protected under the Government of Canada *Privacy Act and Access to Information Act* (R.S.C., 1985, c. A-1).

Additional information is available at:

[www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html](http://www.tpsgc-pwgsc.gc.ca/recgen/txt/depot-deposit-eng.html)

## **14.0 MANDATORY CERTIFICATIONS**

14.1 Compliance with the certifications the Contractor has provided Canada is a condition of the Contract and subject to verification by Canada during the entire period of the Contract. In the event that the Contractor does not comply with any certification or that it is determined that any certification made by the Contractor is untrue, whether made knowingly or unknowingly, the Minister shall have the right, pursuant to the default provisions of the Contract, to terminate the Contract for default.

## **15.0 NON-PERMANENT RESIDENT (*the non-applicable clause will be deleted at contract award*)**

### **15.1 (CANADIAN CONTRACTOR)**

The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor

wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

or

#### **15.1 (FOREIGN CONTRACTOR)**

The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

#### **16.0 INSURANCE REQUIREMENTS**

16.1 The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## Appendix A

### General Conditions

Depending on the nature of any resulting contract to be awarded as a result of this solicitation, one of the following General Conditions under the Public Services and Procurement Canada (PSPC) Standard Acquisition Clauses and Conditions (SACC) Manual will apply:

<a href="#">General Conditions - Goods (Medium Complexity) (2016-04-04) 2010A</a>
<a href="#">General Conditions - Professional Services (Medium Complexity) (2016-04-04) 2010B</a>
<a href="#">General Conditions - Services (Medium Complexity) (2016-04-04) 2010C</a>
<a href="#">General Conditions - Supply Arrangement - Goods or Services (2017-09-21) 2020</a>
<a href="#">General Conditions - Goods or Services (Low Dollar Value) (2016-04-04) 2029</a>
<a href="#">General Conditions - Higher Complexity - Goods (2016-04-04) 2030</a>
<a href="#">General Conditions - Higher Complexity - Services (2016-04-04) 2035</a>

## Appendix B Statement of Work

**TITLE: Artificial Intelligence Insights into Regulations**

### PURPOSE

The Treasury Board of Canada Secretariat (TBS) is engaging organizations that employ artificial intelligence methods, including advanced data analytics (ADA) and machine learning (ML) approaches, to offer new insight and analysis on federal regulations. This information may assist in identifying opportunities for regulatory modernization in order to ensure that regulations support innovation, growth and competitiveness while protecting the health, safety, and well-being of Canadians, and the environment.

To this end, the purpose of this work is to use ADA and ML methods to examine the large and diverse stock of over 2,600 federal regulations. This work could, for example, contribute to the following themes:

- carrying out a linguistic analysis of regulations,
- providing insight on consolidation/aggregation/streamlining of regulations,
- identifying areas of compliance/reporting burden, and,
- providing other regulatory insights based on own knowledge or review of issues identified by stakeholders.

The resulting analysis products would be publicly available, and inform advice provided by the Treasury Board of Canada Secretariat leading up to the federal Budget 2019.

### CONTEXT

As described in the [Cabinet Directive on Regulatory Management](#), regulation is a key policy instrument used by government to enable economic activity and to protect the health, safety, security, and environment of Canadians.

Regulation is a form of law with binding effect made by the Executive Branch of the Government of Canada. Often referred to as "delegated," "secondary," or "subordinate legislation," regulations are made by persons to whom or bodies to which Parliament has delegated authority, such as Cabinet (as the Governor in Council), a Minister, or an administrative agency. Authority to make regulations must be expressly delegated through enabling legislation.

At the federal level, there are over 2600 regulations (see Consolidated Regulations at <http://laws-lois.justice.gc.ca/eng/regulations/>) that are enabled by 800 Acts (see Consolidated Acts at <http://laws-lois.justice.gc.ca/eng/acts/>). Regulations cover areas ranging from food safety, to airport zoning, to migratory birds, to radio-spectrum allocation.

### SCOPE

This statement of work is purposefully broad in scope to allow for new analytical approaches to achieve the stated objectives. Such analysis could involve a range of analytical approaches using many and varied data and information sources. For example:



*Language of Regulations*

- Legislation and regulations may sometimes create inadvertent barriers to innovation. The proposal could identify indicators of barriers to innovation in the language of the regulations. Similarly, the proposal may determine indicators that support a more agile, transparent and responsive regulatory system.
- For example, the prescriptivity of regulations (potentially indicated by words like *shall* and *must* rather than *may*) or reference to particular measures/measurements or very specific or detailed requirements, rather than the outcomes to be achieved.
- For example, there may be inconsistent use of language within one regulation, and sometimes among different regulations made by the same regulator. A regulation may use different verbs to describe similar actions, for example, “surveillance” and “monitoring”. The proposal could identify inconsistent use of language. Alternatively, the proposal could conduct a linguistic or semantic analysis to identify where other language could be used to facilitate compliance.
- The proposal could show or determine how the language of regulations has evolved over time. The proposal can show or determine how newer or amended regulations exhibit different features than older regulations.
- The proposal could use natural language analysis combined with internet searching to produce an accurate list of documents incorporated by reference, the languages in which they are available, their source and whether there is a cost to access them.
- The proposal could provide a systematic analysis of comparative regulations between Canada and the US and/or the EU. For example, the proposal provides a way to see how similar subject matter is regulated in the US and EU.
- The proposal could provide insight on overlapping or related aspects of federal and provincial regulations.
- The proposal could determine which regulations make reference to outdated technologies by finding such words as: paper, scan, print, mail, fax, signature, written, pen ,pencil, ink, physical, carbon copy, hard copy, original copy, in person, proof, signed, notary, on site, file, filing, submit, submission(non-electronic), document (excluding electronic).

*Consolidation/Aggregation/Streamlining*

- The proposal could use cluster analysis to suggest ways to group regulations together or areas where regulators should coordinate.
- The proposal could create a mapping that establishes the links between regulations and businesses/sectors that are regulated. (for example using North American Industry Classification System codes)

- The proposal could visually depict groupings of regulations to simplify understanding and decision-making. For example, showing clusters of regulations, or plotting them on a multivariable graph or heatmap. The proposal can show how this has evolved over time.
- Some regulations have characteristics unique to a particular sector or industry (i.e., terminology, reference to specific technologies, standards or requirements). The proposal could identify patterns of potential overlap or duplication as well as variations in regulations.

#### *Compliance/Reporting Burden*

- The proposal could provide a means of identifying compliance/reporting burden by finding regulations that use modes of service delivery that are outdated in that context (i.e. phones, fax machines, paper copies, etc)
- The proposal could provide insights into the efficacy, a link to business innovation or efficiency of regulations in the following sector groupings: transport/infrastructure, health/biosciences, agrifood/aquaculture.

#### *Other Regulatory Insights Based on Own Knowledge or Review of Issues Raised by Stakeholders*

- The proposal could provide methodologies or proofs of concept that could, with additional data and information, link the text of regulations to the private sector performance of regulated parties. For example, by linking the form, language or spirit that a regulation takes directly to the performance of a certain sector in the economy.
- Some regulations attract a considerable amount of legal attention (case law, legal opinions, etc). The proposal could determine specific characteristics (such as wording or prescriptivity) that are associated with such legal attention.
- The proposal could identify these characteristics at the consultation stage (*Canada Gazette I.*)
- The proposal could use regulatory data in conjunction with internet data to determine which regulations are likely to be stale or no longer in use.

#### **TIMING**

It is expected that the contest would begin in June 2018, for completion in August 2018. TBS will host a showcase event in September 2018 where all qualifying participants will be invited to present their proposals, methodologies and outputs. Prizes will be awarded at that time.

## ROLE AND RESPONSIBILITIES

The participant will be responsible for scoping out and producing an analytical output that would provide insights on the federal regulatory stock and a description of the methodological process that supports the output.

TBS will be responsible for organizing at least one monthly meeting to convene a set of regulatory experts to answer questions from prospective participants. All enquiries or issues concerning this solicitation must be submitted in writing to the Contracting Authority named on the cover page of the RFP. It is the responsibility of the participant to obtain clarification of the requirements contained herein, if necessary prior to submitting a proposal.

## DELIVERABLES

The participant will provide TBS with a Technical Proposal, consisting of the following deliverables no later than August 31<sup>st</sup>, 2018:

1. **Analysis Report:** As drawn from the advanced analytics method selected by the participant, an Analysis Report as the first deliverable will summarize insights on trends, relationships and other characteristics of the federal regulatory stock.

This first deliverable should be digital, and provide written and visualized analysis that is easy to understand. Required sections for this report include: an executive summary, high-level methodology, summary of insights (findings), and recommendations for further analysis. This first deliverable could also include access to an interactive online tool for demonstration and exploration purposes. This first deliverable would be made public online to showcase the work and share the insights openly for three years following the September showcase event.

2. **Methodology of Analytics:** A second deliverable would include information on the methodology (e.g. weighting for types of words; data sources used), so that TBS can assess the applicable use of these insights, and the validity and reliability of the analysis. This information would not be publically disclosed as it may pertain to third party proprietary information.

## NUMBER OF WINNERS

Due to the nature of the contest, it is envisioned that there will be multiple successful participants. While the “winners” will be identified at the showcase event in September, all participants that meet the mandatory requirements (see Appendix E) in the RFP will be given the opportunity to showcase their submission at the showcase event.

Additionally, all participants meeting the mandatory requirements as defined in Appendix E will be added to a pre-qualified vendor list that will be made available to other government departments and agencies for a three-year period.

## Appendix C

### Resources for Participants

The following data sources are the main focus of the project:

#### The present list of Acts and Regulations

The Justice Canada FTP server (<ftp://205.193.86.89/>) contains a file that is updated on an ongoing basis called data.zip (<ftp://205.193.86.89/data.zip>) that contains the Acts and Regulations as of the date of archiving. This archive contains Regulations that are marked up in XML format. The data dictionary in English: (<http://laws-lois.justice.gc.ca/eng/XML/index.html>) and French (<http://laws-lois.justice.gc.ca/fra/XML/index.html>). It should be noted that the archive also includes Statutory Instruments (filenames that start with SI) that are not considered Regulations for this project. The archive also contains repealed regulations, which are outside of scope. The <Repealed></Repealed> tag may apply to only parts of the regulation, but may apply to the regulation as a whole.

#### Point-in-time archive of Acts and Regulations

On the same FTP, there is a directory for point-in-time archives: (<ftp://205.193.86.89/PITXML/>). There are ZIP archives as well as an uncompressed file structure. The structure differs slightly from the above in order to accommodate previous dates.

The following are other data sources that may provide additional insight:

#### Additional links of interest

##### *General resources on regulation*

Administrative Burden Baseline Counts (<http://bit.ly/2Hf0QmM>)  
 Annual report on reducing administrative burden (<http://bit.ly/2Ln9ku7>)  
 Canada Gazette I and II (<http://www.gazette.gc.ca/rp-pr/publications-eng.html#a1>)  
 Canada Gazette I and II, in an archive of PDF and HTML:  
     (<http://bit.ly/2r3e1Bi> and <http://bit.ly/2KgeTKV>)  
 Survey of innovation and business strategy, obstacles to innovation confronted  
     (<http://bit.ly/2HaoFMH>)  
 gitlawca repository for Canadian legislation: (<https://github.com/JasonMWhite/gitlawca>)  
 LexNLP Python package for Natural Language Processing for regulatory text  
     (<https://github.com/LexPredict/lexpredict-lexnlp>)

##### *Other jurisdictions*

Federal/Provincial/Territorial regulations API (<http://developer.canlii.org/docs/Legislations>)  
 RegData (US Regulatory data) (<https://quantgov.org/regdata/>)  
 Code of Federal Regulations (US) (<https://www.archives.gov/open/dataset-cfr.html>)  
 EU legislation API (<http://api.epdb.eu/>)  
 EU legislation currently in force  
     (<https://data.europa.eu/euodp/data/dataset/eu-legislation-in-force>)  
 EU legislation basic acts (<https://data.europa.eu/euodp/data/dataset/eu-legislation-basic-acts>)

*Examples and other supporting information*

Example of outcome-based regulations (proposed Safe Foods for Canadians Regulations as published in *Canada Gazette I*) (<http://bit.ly/2ll297x>)

NAICS Canada 2017 in HTML, CSV and PDF format:

(<https://www.statcan.gc.ca/eng/subjects/standard/naics/2017/index>)

Canadian Importers Database (2016): CSV format

(<https://open.canada.ca/data/en/dataset/9d81bb46-de89-41be-b7a4-b76c08f96cff>)

Canadian International Merchandise Trade Database: CSV format

(<https://open.canada.ca/data/en/dataset/b1126a07-fd85-4d56-8395-143aba1747a4>)

Canada Business Network information on regulation:

(<https://canadabusiness.ca/government/regulations/>)

## **Appendix D Basis of Payment**

### 1.0 General

All successful submissions, as defined by the evaluation criteria in Appendix E:

- Each receive a \$1 prize
- Each get placed on a list on a pre-approved vendor list
- Are promoted during the Showcase and featured on the TBS website

### 1.1 Payment

The payment of the prize money is made according to Section 13 of **Appendix A**, above.

## Appendix E

### Evaluation Procedures & Criteria

#### TECHNICAL PROPOSAL

It is essential that the elements contained in the proposal be stated in a clear manner and in sufficient depth to allow for evaluation by the evaluation team.

#### 1.0 METHOD OF SELECTION

- 1.1 The evaluation process is designed to identify the most qualified participants to provide deliverables as stipulated in the Statement of Work (Appendix B).
- 1.2 This section comprises the detailed proposal requirements that will be used to evaluate participant's responses to the RFP.
- 1.3 The mandatory requirements under section 2.0 (see below) will be evaluated on a compliant/non-compliant basis. The proposals must include the necessary documentation to demonstrate this compliance.
- 1.4 To be considered Responsive, a proposal must meet all the mandatory requirements specified in section 2.0 below.
- 1.5 Failure of a proposal to provide information in sufficient detail and depth to permit evaluation against the identified criteria may render a proposal non-responsive.
- 1.6 The participant acknowledges and agrees that Canada is not responsible to search for, and therefore evaluate, information that is not properly referenced or is not otherwise provided in accordance with the Proposal Preparation Instructions in Part 2, Article 3.0.

#### 2.0 MANDATORY REQUIREMENTS

Failure to comply with any of the mandatory requirements will render the proposal non-compliant and the proposal will receive no further consideration.

**Proposers must indicate the location (e.g. page, paragraph number, etc.) of the information provided in the Technical Proposal to support the mandatory requirements.**

Number	Mandatory Technical Criterion	Participant's Response
M1	The product must be relevant and based on accurate data and information. This means that by the time that upon submission, the deliverable must have the ability to demonstrate immediate application or use by the contract authority. (i.e. analytical output and methodological report).	

### 3.0 POINT RATED REQUIREMENTS

The participant should address the rated requirements in the order in which they are listed and in sufficient detail so that an in-depth evaluation is possible. These criteria will be used by TBS to evaluate each proposal. The assessment by TBS will be based solely on the information contained in the proposal. An item not addressed will be given zero (0) points under the point-rated system. TBS may, but is not obligated to, ask the participant for clarifications.

The participants is requested to use the following table to identify where the information can be found in the proposal (i.e. identify the page/project number, etc.)

Number	Point-Rated Criterion	Points	Cross reference to proposal
1	Results – ability to demonstrate value-added to regulatory policy analysis	40	
2	Scalability – replicable and applicable to ongoing TBS regulatory policy/challenge function	20	
3	Flexibility – Insight into other areas of the regulatory stock that could be modernized via various approaches	20	
4	Verifiability – The methodology for the insights can be tested	40	

Please note that guiding areas of potential interest are provided in **Appendix B: Statement of Work**, under **Scope**.



## Appendix F Certification Requirements

The following certification requirements apply to this Request for Proposal (RFP) document. Participants should include, with their proposal, a signed copy of this certification below.

### A) LEGAL ENTITY AND CORPORATE NAME

Please certify that the participant is a legal entity that can be bound by the contract and sued in court and indicate i) whether the participant is a corporation, partnership or sole proprietorship, ii) the laws under which the participant was registered or formed, iii) together with the registered or corporate name. Also identify iv) the country where the controlling interest/ownership (name if applicable) of the participant is located.

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_
- iv) \_\_\_\_\_

Any resulting Contract may be executed under the following i) corporate full legal name and ii) at the following place of business (complete address) iii) telephone and fax number and email:

- i) \_\_\_\_\_
- ii) \_\_\_\_\_
- iii) \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

B) VALIDITY OF PROPOSAL

It is requested that proposals submitted in response to this Request for Proposal be:

- valid in all aspects, including price, for not less than one hundred and twenty (120) days from the closing date of this RFP; and,
- signed by an authorized representative of the participant in the space provided on the RFP; and,
- provide the name and telephone number of a representative who may be contacted for clarification or other matters relating to the participant's proposal.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C) AVAILABILITY AND STATUS OF PERSONNEL

The participant certifies that, should it be authorized to provide services under any contract resulting from this RFP, the employees proposed in its proposal will be available to commence performance of the work within a reasonable time from contract award, or within the time specified herein.

If the participant has proposed any person in fulfilment of this requirement who is not an employee of the participant, the participant hereby certifies that it has written permission from such person to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

During the proposal evaluation, the participant MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The participant agrees that failure to comply with such a request may lead to disqualification of the participant's proposal from further consideration.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## D) JOINT VENTURES

1.0 In the event of a proposal submitted by a contractual joint venture, the proposal shall be signed by either all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. The following will be completed if applicable:

1. The participant represents that the bidding entity is/is not (delete as applicable) a joint venture in accordance with the definition in paragraph 3.

2. A participant that is a joint venture represents the following additional information:

(a) Type of joint venture (mark applicable choice):

- Incorporated joint venture
- Limited partnership joint venture
- Partnership joint venture
- Contractual joint venture
- Other

(b) Composition (names and addresses of all members of the joint venture)

3. Definition of joint venture

A joint venture is an association of two or more parties who combine their money, property, knowledge, skills, time or other resources in a joint business enterprise agreeing to share the profits and the losses and each having some degree of control over the enterprise. Joint ventures may be carried on in a variety of legal forms divided into three categories:

(a) The incorporated joint venture;

(b) The partnership venture;

(c) The contractual joint venture where the parties combine their resources in the furtherance of a single business enterprise without actual partnership or corporate designation.

4. The joint venture team arrangement is to be distinguished from other types of Contractor arrangements, such as:

(a) Prime Contractor, in which, for example, the purchasing agency contracts directly with a Contractor (prime) who acts as the system assembler and integrator, with major components, assemblies and subsystems normally subcontracted;

(b) Associated Contractor, in which for example, the purchasing agency contracts directly with each of the major component suppliers and performs the integration tasks or awards a separate contract for this purpose.

5. If the Contract is awarded to an unincorporated joint venture, all members of the joint venture shall be jointly and severally responsible for the performance of the Contract.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*More information on the Federal Contractors Program can be found in the Treasury Board Contracting Policy, and in the Supply Manual, link provided below. Note that references to value INCLUDE taxes, and EXCLUDE option periods.*

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494&section=text#appD>  
<https://buyandsell.gc.ca/policy-and-guidelines/supply-manual/annex/5/1>

Certification:

I \_\_\_\_\_ (Suppliers name) understand that any information I submit in order for the department to confirm my eligibility to receive a contract may be shared and used by TBS and /or PSPC as part of the validation process, and the results of verification may be publicly disseminated. Moreover, I am aware that any erroneous or missing information could result in the cancellation of my bid as well as a determination of ineligibility/suspension.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date