



## 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  
Terrasses de la Chaudière  
4th Floor, 10 Wellington Street  
4th etage, 10, rue Wellington  
Gatineau  
Quebec  
K1A 0S5

<b>Title - Sujet</b> AI - Regulatory Evaluation Platform	
<b>Solicitation No. - N° de l'invitation</b> 0X001-182587/A	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> 0X001-182587	<b>Date</b> 2019-04-11
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$EE-017-34665	
<b>File No. - N° de dossier</b> 017ee.0X001-182587	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2019-05-22</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Lessard, Peter	<b>Buyer Id - Id de l'acheteur</b> 017ee
<b>Telephone No. - N° de téléphone</b> (613) 850-7602 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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



## Public Works and Government Services Canada

## Travaux publics et Services gouvernementaux Canada

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# Bid Solicitation

Canada requests Bids from Bidders to meet its requirements. A brief description is set forth below for Bidder's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a Bid.

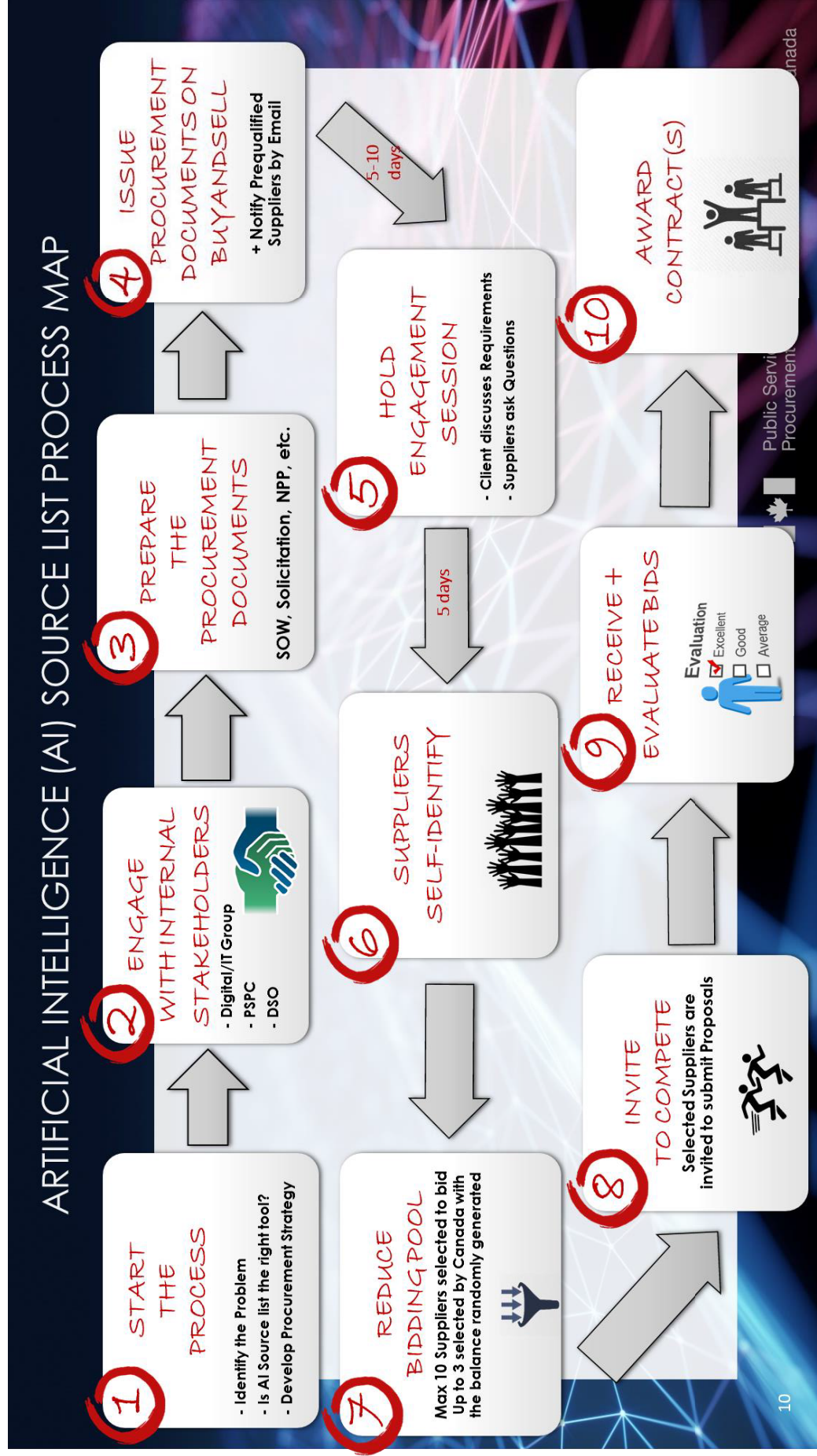
The capitalized terms used in this agreement are defined in Attachment 1.

## Introduction

With the exponential advancement of Artificial Intelligence (AI) technology, the Government of Canada recognized both the need and the opportunity to create an innovative method of procurement for these technologies for the benefit of Canadians.

Public Services and Procurement Canada (PSPC) established the Government of Canada's first Artificial Intelligence (AI) Source List (EN578-180001/A) in anticipation of Canada's need for AI goods, services and solutions. The attached Request for Proposal (RFP), on behalf of the Canada School of the Public Service (CSPS) for a regulatory evaluation platform (REP) solution, is the first solicitation under the established AI Source List and also incorporates elements of the agile procurement approach.

Furthermore, the AI Source List supports PSPC's commitment to modernize procurement practices so that they are simpler, less administratively burdensome, and include practices that support the Government of Canada's economic policy goals, including green and social procurement. The Contract Simplification Initiative was created to respond to concerns that the contracting process is overly complex. Suppliers will notice a different look and feel to the documents presented in this solicitation. The simplified terms and conditions in this solicitation are based on the framework published with the AI Source List Invitation to Qualify (ITQ) process. Information gathered from this solicitation process will be used to identify areas of improvement for the next refresh of the AI Source List.





## 1. Proposal

- 1.1. **Bids.** Canada is seeking bids from Bidders to provide an interactive hosted cloud-based regulatory evaluation platform (REP) “REP Software Solution” that enables users in federal departments and agencies to explore and analyze large amounts of structured and unstructured regulatory data, and identifies and presents key trends, patterns, and inconsistencies in regulations and regulatory requirements to the Canada School of Public Service.

For this solicitation, Canada may:

- i. award up to three contracts to successful bidders to each develop a prototype AI solution in accordance with Stage II of the Statement of Work in Annex B,
- ii. at Canada’s sole discretion, exercise the options on one contract to deliver the production ready AI solution in accordance with Stage III - A and Stage III - B of the Statement of Work in Annex B, and
- iii. advise the other two contractors that their contract options will not be exercised.

- 1.1.1 **Artificial Intelligence Source List.** The AI-IA Invitation to Qualify for Artificial Intelligence Source List EN578-180001 is incorporated by reference and forms part of this bid solicitation, as though expressly set out in it, subject to any express terms and conditions contained in this bid solicitation.

- 1.1.2 This solicitation is open to qualified suppliers in Band 2 and 3 of AI-IA Source List EN578-180001. The total estimated cost of the requirement is anticipated to exceed the Band 1 threshold. A definition of each Band is provided in Attachment 1. Qualified suppliers may not submit a bid in response to this bid solicitation unless they have been invited to do so. The following qualified suppliers have been invited to attend the Bidder’s engagement session (see section 5.3. of the bid solicitation):

1QB Information Technology Inc.  
AltaML Inc.  
Effigis Geo-Solutions Inc.  
Element Ai Inc.  
Info Agora Inc.  
Larus Technologies Group  
PSW Applied Research Inc.  
Pymetrics Inc.  
Stradigi Ai Inc (operating as "Stradigi AI")  
Systemscope Inc.  
The AIM Group Inc. and Probe.ai in Joint Venture  
Wirespeed Networks Inc.  
CrowdCare Corporation (operating as "Wysdom.AI")  
Accenture Inc.  
Acumen Solutions Consulting Canada Inc.  
Amazon Web Services Inc.  
Advanced Symbolics Inc.  
Avaya Canada Corp.  
Calian Ltd.



CGI Information Systems and Management Consultants Inc.  
Cistel Technology Inc.  
Cognitive Scale Inc.  
Deliotte inc.  
Dessa Inc.  
Diligen Inc.  
Donna Cona Inc. / Mastech Infotrellis Inc. in Joint Venture  
DXC Technology Company  
Ernst & Young LLP  
Fujitsu Consulting (Canada) Inc.  
GlobVision Inc.  
Hitachi Consulting Canada Corporation  
Hitachi Vantara Inc.  
IBM Canada Limited  
IMRSV Data Labs Inc.  
In2IT Technologies Canada Inc.  
ipss inc./ ServiceNow Canada, Inc. in Joint Venture  
Irosoft Inc.  
KPMG LLP  
Lemay Solutions Consulting, Inc.  
Lixar I.T. Inc.  
Mcafee Canada ULC  
McKinsey & Company Canada  
Menya Solutions Inc.  
Microsoft Canada Inc.  
MindBridge Analytics Inc.  
Northern Micro Inc.  
NewEnergy Community Inc. (dba "NuEnergy.ai")  
Nuvoola Inc.  
Open Text Corporation  
Oproma Inc.  
Palantir Technologies Inc.  
PricewaterhouseCoopers LLP  
SageTea Inc.  
SAP Canada, Inc.  
SAS Institute (Canada) Inc.  
ServiceNow, Inc.  
SIA Partners Inc.  
Sierra Systems Group Inc.  
Sightline Innovation Inc.  
Thales Canada Inc.  
The Funding Portal Inc.  
ThinkData Works, Inc.  
Thomson Reuters Canada Limited  
9766758 Canada Inc. (operating as "vLex Canada")  
Xtract Ai Inc.

- 1.2. **Term.** The term of the contract is from date of Contract to completion of Stage II, 85 business days following date of Contract. Canada has irrevocable options to extend the term:





- (a) to March 31, 2020, for completion of the Work described in article 7.2.1, Stage III - A, of the Statement of Work in Annex B (Optional Work Package 1 of the Method and Basis of Payment in Annex C); and
- (b) by four additional one year periods, up to March 31, 2024, under the same conditions, for completion of the Work described in article 7.2.2, Stage III - B, of the Statement of Work in Annex B (Optional Work Package 2 of the Method and Basis of Payment in Annex C);

that it may exercise at its sole discretion.

- 1.3. **Delivery.** The REP Solution must be delivered as Software as a Service.

## 2. Bid Requirements

- 2.1. **Trade Agreements.** 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), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

- 2.2. **Security Requirements.** There are no organization or personnel security clearance requirements associated with this requirement.

The Contractor's cloud hosting platform must be certified as per the standards and requirements identified in section 15 of the Statement of Work in Annex B.

- 2.3. **Task Authorization.** This bid solicitation is to establish a contract with task authorization for the delivery of the requirement detailed in the bid solicitation to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within the CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement outside the resulting contract.

## 3. Bidder Requirements

- 3.1. **Code of Conduct**

- (a) **Compliance with Code of Conduct.** In accordance with the [Code of Conduct for Procurement](#) (the "Code"), Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract.
- (b) **Bidder Certification.** By submitting a bid, the Bidder certifies that it is complying with the Code. Canada may declare the bid non-responsive if the Bidder fails to comply with the Code.





### 3.2. Bid Integrity

- (a) **Ineligibility and Suspension Policy.** The *Ineligibility and Suspension Policy* (the “Policy”) in effect on the date the bid solicitation is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the bid solicitation. The Bidder must comply with the Policy and Directives, which can be found at [Ineligibility and Suspension Policy](#).
- (b) **Charges and Convictions.** Under the Policy, charges and convictions of certain offences against a Supplier, its affiliates or first tier subcontractors, and other circumstances, will or may result in a determination by Public Works and Government Services Canada (PWGSC) that the Bidder is ineligible to enter, or is suspended from entering into a contract with Canada. The list of ineligible and suspended Bidders is contained in PWGSC’s Integrity Database. The Policy describes how enquiries can be made regarding the ineligibility or suspension of Bidders.
- (c) **Additional Bid Information.** In addition to all other information required in the bid solicitation, the Bidder must provide the following:
  - (i) at the time of submitting a response under the Invitation to Qualify (ITQ), the Bidder has already provided a list of names, as requested under the [Ineligibility and Suspension Policy](#). During this procurement process, the Bidder must immediately inform Canada in writing of any changes affecting the list of names, and
  - (ii) with its bid, a complete list of all foreign criminal charges and convictions pertaining to itself, its affiliates and its proposed first tier subcontractors that, to the best of its knowledge and belief, may be similar to one of the listed offences in the Policy. The list of foreign criminal charges and convictions must be submitted using an Integrity Declaration Form, which can be found at [Declaration form for procurement](#).
- (d) **Bid Certification.** See the section on Bid Certifications for more information.

### 3.3. Conflict of interest

- (a) **Right to Reject.** Canada may reject a bid if the Bidder, any of its subcontractors, any of their respective employees or former employees:
  - (i) was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of a conflict of interest;
  - (ii) had access to information related to the bid solicitation that was not available to other Bidders and that would, in Canada’s opinion, give or appear to give the Bidder an unfair advantage.

Without limiting in any way the provisions described above, Bidders are advised that Canada has engaged the assistance of the following private sector contractors who have provided services in preparing strategies and documentation related to this procurement process:



- Contract Standards (aka KMStandards)
  - (b) **Experience Not an Unfair Advantage.** The experience acquired by a Bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest.
  - (c) **Notification of Rejection.** Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision.
- 3.4. **Federal Contractors Program for Employment Equity.** The [Federal Contractors Program for Employment Equity](#) applies to this procurement. Bidders must provide the information required in the attached Bid Submission Form before contract award.
- 3.5. **Former Public Servants.** Bidders who are [former public servants](#) in receipt of a pension or lump sum payment must provide the information required in the attached Bid Submission Form before contract award.

## 4. Bid Submission

- 4.1. **Due Date and Delivery.** 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.
- 4.2. **Delayed Bids**
- (a) **Cause of Delay.** At its discretion, Canada may consider a bid delivered after the due date but before the contract award date if the bidder can prove the delay is due solely to a delay in delivery caused by the Canada Post Corporation (CPC) (or the national equivalent of a foreign country). Canada does not consider private couriers (Purolator Inc., FedEx Inc., etc.) a part of CPC for delayed bids.
  - (b) **Evidence of Delay.** The only pieces of evidence relating to a delay in the CPC system that are acceptable to Canada are: (i) a CPC cancellation date stamp; or (ii) a CPC Priority Courier bill of lading; or (iii) a CPC Xpresspost label that clearly indicates that the bid was mailed before the bid closing date. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.
- 4.3. **Bid Transmission.**
- (a) **Mail, fax or epost:** Bids may be delivered by mail, fax, or [epost Connect](#). Canada is not responsible for any failed transmission, illegible, corrupted or incomplete receipt, improper identification, or data security.
  - (b) **Mailing Address:** The address specified on page 1 of the bid solicitation.



- (c) **Fax Number:** PWGSC, National Capital Region to 819-997-9776; or PWGSC regional offices at the facsimile number identified in the bid solicitation.
- (d) **epost Connect Address.** Unless specified otherwise in the bid solicitation, Bidders may submit bids by epost to:
  - i. PWGSC, National Capital Region at [tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidReceiving.pwgsc@tpsgc-pwgsc.gc.ca); or
  - ii. PWGSC regional offices to the email identified in the bid solicitation.
- (e) **epost Connect Requirements**
  - (i) **Submission Process.** To submit a bid using epost Connect service, the Bidder must either:
    - (1) send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - (2) send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - (ii) **epost Connect Conversations.** If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - (iii) **Conversation Time Periods.** If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - (iv) **Message Fields.** The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
  - (vi) **Acknowledgement of Receipt.** The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
  - (vii) **Use of Correct Email Address.** Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.



#### 4.4. Bid Requirements

- (a) **Authority.** Each Bidder (and each member of a joint venture submitting a Bid) must (i) have legal capacity to contract and (ii) sign the Bid by an authorized representative of Bidder. If a bid is submitted by a joint venture, the bid must indicate the name of its representative chosen to act on behalf of the joint venture group.
- (b) **Procurement Business Number.** Each Bidder (and each member of a joint venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information. For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.
- (c) **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 180 days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. Canada reserves the right to seek an extension of the bid validity period from all responsive Bidders in writing, within a minimum of 3 days before the end of the bid validity period. If the extension is accepted by all responsive Bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive Bidders, Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- (d) **Bid Language.** Bid documents and supporting information may be submitted in either English or French.
- (e) **Bids Become Property of Canada.** Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the *Access to Information Act* (R.S. 1985, c. A-1) and the *Privacy Act* (R.S., 1985, c. P-21).
- (f) **No Assignment of Bids.** A bid cannot be assigned or transferred in whole or in part.
- (g) **Bidder Responsibilities.** It is the Bidder's responsibility to:
  - (i) **obtain** clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
  - (ii) **prepare** its bid in accordance with the instructions contained in the bid solicitation;
  - (iii) **submit** by closing date and time a complete bid;
  - (iv) **send** its bid only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified in the bid solicitation or to the address specified in the bid solicitation (fax number and related instructions for bids transmitted by fax are provided in section 4.3.);
  - (v) **ensure** that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,



(vi) **provide** a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.

- (h) **Joint Venture.** Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
- (i) the name of each member of the joint venture;
  - (ii) the Procurement Business Number of each member of the joint venture;
  - (iii) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - (iv) the name of the joint venture, if applicable.

If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

#### 4.5. Submission of Bids

- (a) **Bid Submission Form.** Bidders are requested to include the Bid Submission Form - Attachment 2 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 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.
- (b) **Provision of Documentation.** Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments, including significant enquiries received and their replies, using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.

#### 4.6. Electronic Bid Delivery

- (a) **Single Transmission.** If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 4.3 above. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per single message posted and a limit of 20GB per conversation.
- (c) **Bid Sections.** The bid must be gathered per section and separated as follows:
- Section I: Technical Bid
  - Section II: Financial Bid
  - Section III: Certifications



#### 4.7. **Hard Copy Bid Delivery**

- (a) **Bid Sections.** If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)

Section II: Financial Bid (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)

Section III: Certifications (1 hard copy and 1 soft copy on a medium such as CD, DVD or USB key)

- (b) **Prices in Financial Bid Only.** Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (c) **Format Instructions.** Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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.
- (d) **Policy on Green Procurement.** 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.
- (e) **Discrepancies**
- (i) If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
  - (ii) If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

- 4.8. **Bid Costs.** The Bidder's costs associated with preparing, submitting, and evaluating a bid are the sole responsibility of the Bidder.



- 4.9. **Applicable Laws.** Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by completing the Bid Submission Form (Attachment 2). If no change is made, the Bidder acknowledges that the applicable laws specified are acceptable to the Bidders.
- 4.10. **Electronic Payment Instruments.** If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 Bid Submission Form, to identify which ones are accepted. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criteria.

## 5. Communications

- 5.1. **Bid Communications.** To ensure the integrity of the competitive bid process:

- (i) the Bidder must direct all enquiries and other communications regarding the bid solicitation only to the Contracting Authority identified in the bid solicitation, and
- (ii) Canada will post all significant enquiries received and their replies on the Government Electronic Tendering Service (GETS).

### 5.2. Bid Enquiries

- (a) **Period for Enquiries.** 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.
- (b) **Detail of Enquiries.** 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.

- 5.3. **Mandatory Bidders' Engagement.** Pre-qualified suppliers from the Artificial Intelligence Source List will be invited to attend a bidder's engagement session. Bidder's must attend the bidder's engagement session to be eligible to participate in this solicitation process. The scope of the requirement outlined in the bid solicitation will be reviewed during the engagement and questions will be answered.

- (a) **Bilingual Session Location and Time.** The engagement session will be held in person and by Webex session on April 17, 2019 at 65 Guigues Ave, Ottawa Ontario and will begin at 14h00 EST.
- (b) **Communication with Contracting Authority.** Bidders are requested to communicate with the Contracting Authority at least 24 hours before the conference to confirm attendance.





Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending in person or by Webex and a list of questions they wish to table no later than April 15, 2019 at 14h00 EST. A maximum of two representatives per Bidder may attend the engagement session in person.

- (c) **Clarifications or Changes.** Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation.
  - (d) **Reducing the Bidding Pool.** Pre-qualified suppliers must self-identify their interest to compete for the requirements no later than five calendar days following the bidders' engagement session by emailing the Contracting Authority. A maximum of 10 bidders will be invited to bid. Canada will select up to three bidders from the pre-qualified bidders who have self-identified and the remainder will be randomly selected from the pre-qualified bidders who have self-identified. Bidders who do not self-identify their interest to the contracting authority within five calendar days will not be invited to bid.
- 5.4. **Bid 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.
- 5.5. **Improvement of Requirement During Solicitation Period.** Should Bidders consider that the specifications or Statement of 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 10 calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.
- 5.6 **Entire requirement.** The bid solicitation documents contain all the requirements relating to the bid solicitation. No other information or documentation is relevant. Bidders should not assume that practices used under previous contracts will continue or that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

## 6. Technical Proposal

### 6.1. Technical Bid

- (a) **Requirements.** Bidders should:
  - demonstrate their understanding of the requirements contained in the bid solicitation, concisely explain how they will meet these requirements, and
  - address the points that are subject to the evaluation criteria against which the bid will be evaluated.
- (b) **Organization.** Bidders should 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.

## 6.2. Customer References

- (a) **Provision of References.** The Bidder must provide customer references as detailed in Attachment 4.
- (b) **Use of References.** The customer reference must each confirm, when requested by Canada, the facts identified in the Bidder's bid.
- (c) **Contact Information.** For each customer reference, the Bidder must provide the name and either the telephone number or e-mail address for a contact person. If only the telephone number is provided, it will be used to call to request the e-mail address and the reference check will be done by e-mail. Bidders are also requested to include the title of the contact person. It is the sole responsibility of the Bidder to ensure that it provides a contact who is knowledgeable about the services the Bidder has provided to its customer and who is willing to act as a customer reference. Crown references will be accepted.
- (d) **Reference Check Procedures.** For reference checks, Canada will conduct the reference check in writing by e-mail. Canada will send all e-mail reference check requests to contacts supplied by all the Bidders within a 48 hour period using the e-mail address provided in the bid. Canada will not award any points and/or a Bidder will not meet the mandatory experience requirement (as applicable) unless the response is received within the period specified by Canada.
  - (i) **Unavailability of References.** If Canada has not received a response within the period specified, Canada will notify the Bidder by e-mail, to allow the Bidder to contact its reference directly to ensure that it responds to Canada within the period specified by the Contracting Authority. If the individual named by a Bidder is unavailable when required during the evaluation period, the Bidder may provide the name and e-mail address of an alternate contact person from the same customer. Bidders will only be provided with this opportunity once for each customer, and only if the originally named individual is unavailable to respond (i.e., the Bidder will not be provided with an opportunity to submit the name of an alternate contact person if the original contact person indicates that he or she is unwilling to respond).
  - (ii) **Failure to Respond.** If a response is not received from the contact person within the period specified by Canada, Canada will not contact the Bidder and will not permit the substitution of an alternate contact person.
  - (iii) **Conflicting Information.** Wherever information provided by a reference differs from the information supplied by the Bidder, the information supplied by the reference will be the information evaluated.
  - (iv) **Unresponsive or Non-Arm's Length References.** Points will not be allocated and/or a Bidder will not meet the mandatory experience requirement (as applicable) if (1) the reference customer states he or she is unwilling to provide the information requested, or (2) the customer reference is not a customer of the Bidder itself (for example, the customer cannot be the customer of an affiliate of the Bidder instead of being a customer of the Bidder itself). Nor will points be allocated or a mandatory met if the customer is itself an affiliate or other entity that does not deal at arm's length with the Bidder.



(v) **Reference Checks Discretionary.** Whether or not to conduct reference checks is discretionary. However, if PWGSC chooses to conduct reference checks for any given rated or mandatory requirement, it will check the references for that requirement for all Bidders who have not, at that point, been found non-responsive.

## 7. Financial Proposal

- 7.1. **Financial Bid.** Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet in Attachment 3. The total amount of Applicable Taxes must be shown separately.
- 7.2. **Exchange Rate Fluctuation.** The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.
- 7.3 **Variation in Resource Rates By Time Period:** For any given resource category, where the financial tables provided by Canada allow different firm rates to be charged for a resource category during different time periods; (i) the rate bid for the same resource category during any subsequent time period must not be lower than the rate bid for the time period that includes the first option year of the Contract.

## 8. Evaluation Procedures and Basis of Selection

### 8.1. Evaluation Procedures

- (a) **Assessment.** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) **Conduct of Evaluation.** In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:
- (i) seek clarification or verification as to any information provided,
  - (ii) contact any references to verify any information it submitted;
  - (iii) request, before award of any contract, specific information about its legal status;
  - (iv) conduct a survey of its facilities and/or examine its technical, managerial, and financial capabilities
  - (v) correct any error in the extended pricing of bids by using unit pricing or the quantities in bids to reflect the quantities stated in the bid solicitation (and, in the case of error in the extension of prices, the unit price will govern);
  - (vi) verify any information the Bidder provided through independent research, use of any government resources, by contacting third parties or otherwise; or
  - (vii) interview, at the Bidder's sole cost, the Bidder and/or any resources it proposes to fulfill the bid solicitation requirements.



The Bidder must comply with any such request within the time specified in Canada's request. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

- (c) **Evaluation Based on Documents Provided.** Unless specified otherwise in the bid solicitation, Canada will evaluate only the documentation provided with a Bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- (d) **Evaluation and Selection Process for Stage II.** Bids will be assessed in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria. There are several steps in the evaluation and selection process, which are described below. Even though the evaluation and selection will be conducted in steps, the fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed all the previous steps. Canada may conduct steps of the evaluation in parallel.

Title	Ref.	Description	Evaluation Metric
Bid Evaluation and Selection	Attachment 4, Section 1.1	Mandatory Technical Criteria	Met / Not Met
	Attachment 4, Section 1.2	Point-Rated Technical Criteria	Score / 120
	Attachment 4, Section 1.3	Mandatory Financial Criteria	Met / Not Met
	Section 11.1	Basis of Selection	N/A

- (e) **Evaluation Team.** An evaluation team composed of representatives of Canada will evaluate the bids.
- (f) **Selection Process to exercise options for Stage III.** Stage II Deliverables (REP prototype solution, Implementation, Release and Support Service Plan) will be assessed in accordance with the technical and end-user usability assessment evaluation criteria. In selecting which REP prototype solution will advance to Stage III of the Work, Canada will consider the items identified in section 11.2. The decision to select an REP prototype solution to advance to Stage III is at the sole discretion of Canada.

Title	Ref.	Description	Evaluation Metric
Selection Process to determine exercise of Options for Stage III	Attachment 4, Section 2.1	Mandatory Technical Solution Criteria	Met / Not Met
	Attachment 4, Section 2.2 (i)	Point-Rated Technical Solution Criteria	Score / 30
	Attachment 4, Section 2.2 (ii)	Point-Rated End User Usability Assessment Criteria	Score / 90
	Section 11.2	Selection Considerations	N/A

- (g) **Selection Team.** A selection team composed of representatives of Canada will assess the Stage II Deliverables.



- (h) **Supporting Information.** In the event that the Bidder fails to submit any supporting information pursuant to Attachment 4, Section 1.1 and 1.2, the Contracting Authority may request it thereafter in writing, including after the closing date of the bid solicitation. It is mandatory that the Bidder provide the supporting information within three (3) business days of the written request or within such period as specified or agreed to by the Contracting Authority in the written notice to the Bidder.

8.2. **Joint Venture Experience.** Except where expressly provided otherwise, at least one member of a joint venture Bidder must meet all mandatory requirements of this bid solicitation. Joint venture members cannot pool their abilities with other joint venture members to satisfy a single technical criterion of this bid solicitation. Wherever substantiation of a criterion is required, the Bidder is requested to indicate which joint venture member satisfies the requirement. Any Bidder with questions regarding the way in which a joint venture bid will be evaluated should raise such questions through the Enquiries process as early as possible during the bid solicitation period.

8.3. **Rights of Canada.** Canada reserves the right to:

- (a) reject any or all bids received in response to the bid solicitation;
- (b) enter into negotiations with Bidders on any or all aspects of their bids;
- (c) accept any bid in whole or in part without negotiations;
- (d) cancel the bid solicitation at any time;
- (e) reissue the bid solicitation;
- (f) if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the Bidders who bid to resubmit bids within a period designated by Canada; and,
- (g) negotiate with the sole responsive Bidder to ensure the best value to Canada.

8.4. **Rejection of Bids.**

- (a) **Grounds for Rejection.** Canada may reject a bid where the Bidder is bankrupt or where its activities are rendered inoperable for an extended period, or where the Bidder or an employee or subcontractor included as part of the bid:
  - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder, employee or subcontractor ineligible to bid on the requirement;
  - ii. has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
  - iii. has conducted himself/herself improperly; with respect to current or prior transactions with the Government of Canada;
  - iv. has been suspended or terminated by Canada for default with respect to a contract;
  - v. has performed other contracts in a sufficiently poor manner so as to jeopardize the successful completion of the requirement being bid on.



- (b) **Notification of Rejection for Suspension or Termination.** Where Canada intends to reject a bid due to suspension, termination or sufficiently poor performance of another contract, the Contracting Authority will so inform the Bidder and provide the Bidder 10 days within which to make representations, before making a final decision on the bid rejection.
  
- (c) **Multiple Bids from Single Bidder or Joint Venture.** Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to reject any or all of the bids submitted by a single bidder or joint venture if their inclusion:
  - i. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
  - ii. in the procurement process would distort the solicitation evaluation or would not provide good value to Canada.

## 9. Technical Evaluation

- 9.1. **Mandatory and Point-Rated Technical Criteria.** The mandatory and point-rated technical criteria are described in in Attachment 4.

## 10. Financial Evaluation

### 10.1. Maximum Budget.

- (a) The maximum funding available for the Work described under Stage II Pricing Table 1 is \$150,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.
  
- (b) The maximum funding available for the Optional Goods and/or Services described under Stage III Pricing Table 2, 3 and 4 is \$170,000.00 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

- 10.2. **Blank Prices.** Bidders are requested to insert "\$0.00" for any item for which it does not intend to charge or for items that are already included in other prices set out in the tables. If the Bidder leaves any price blank, Canada will treat the price as "\$0.00" for evaluation purposes and may request that the Bidder confirm that the price is, in fact, \$0.00. No Bidder will be permitted to add or change a price as part of this confirmation. Any Bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-responsive.

### 10.3. Financial Evaluation

- (a) **Bid Price.** The price of the bid will be evaluated as follows:



- i. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
    - ii. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
  - (b) **Bids in Foreign Currency.** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
  - (c) **Price FOB Destination.** Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that Bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
  - (d) **Classification Based on Address.** For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.
- 10.4. **Price Justification.** In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:
- (a) a current published price list indicating the percentage discount available to Canada; or
  - (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
  - (c) a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit; or
  - (d) any other supporting documentation as requested by Canada.

## 11. Basis of Selection

### 11.1. Basis of Selection for Stage II – Highest Combined Rating of Technical Merit and Price

- (a) To be declared responsive, a bid must:
  - (i) comply with all the requirements of the bid solicitation;
  - (ii) meet all mandatory technical requirements stipulated in section 1.1 of Attachment 4;
  - (iii) obtain the required minimum of 84 points overall for the technical evaluation criteria stipulated in section 1.2 of Attachment 4 which are subject to point rating. The rating is performed on a scale of 120 points; and
  - (iv) meet the mandatory financial criteria stipulated in section 1.3 of Attachment 4.





- (b) Bids not meeting (i), (ii), (iii), or (iv) will be declared non-responsive.
- (c) 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.
- (d) 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%.
- (e) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- (f) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- (g) 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.
- (h) Bids will be ranked according to the combined rating of technical merit and price from highest to lowest, provided that the total evaluated price does not exceed the maximum funding available for this requirement identified in Attachment 4, section 1.3. Canada may award up to three (3) contracts with a value of up to \$150,000 each, applicable taxes extra, to undertake Stage II of the Work as defined in Annex B, Statement of Work, to the top three (3) ranked Bidders. Each contract will contain irrevocable optional goods and/or services to undertake Stage III of the Work as defined in Annex B, Statement of Work.
- (i) In the event a Bidder withdraws their bid, or the bid is set aside, Canada may offer the next highest ranked bidder a contract.
- (j) In the event of a tie score(s) that impacts the ranking, the Bidder with the lower total evaluated bid price for the Work as detailed in Attachment 3, Financial Bid Presentation Sheet, and maybe awarded a contract.
- (k) 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 230 and the lowest evaluated price is \$230,000 (230).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		60/120	120/120	95/120
Bid Total Evaluated Bid Price		\$230,000.00	\$325,000.00	\$300,000.00
Calculations	Technical Merit Score	$60/120 \times 70 = 35$	$120/120 \times 70 = 70$	$95/120 \times 70 = 55.42$
	Pricing Score	$230/230 \times 30 = 30$	$230/320 \times 30 = 22$	$230/300 \times 30 = 23$
Combined Rating		65	92	78.42
Overall Rating		3 <sup>rd</sup>	1 <sup>st</sup>	2 <sup>nd</sup>



### 11.2. Selection Consideration for Stage III

- (a) In selecting which REP Prototype Solution will advance to Stage III of the Work, Canada will consider the following:
  - (i) the Contractor's REP prototype solution must meet all the mandatory technical solution criteria detailed at section 2.1 of Attachment 4;
  - (ii) the Contractor's Point Rated Technical Solution Criteria Score;
  - (iii) the Contractor's End User Technical Assessment Criteria Average Score; and
  - (iv) the Total Stage III - A and B Bid Price.
- (b) A Contractor's REP prototype solution not meeting (i) will be declared non-responsive and will be given no further consideration in the selection process.
- (c) The decision to select an REP prototype solution to advance to Stage III is at the sole discretion of Canada. Neither the responsive Contractor's REP prototype solution obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be selected for Stage III.

## 12. Bid Certifications and Other Requirements

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

### 12.1. Integrity Provisions

- (a) **Ineligibility and Suspension Policy.** The Bidder must comply with the [Ineligibility and Suspension Policy](#) ("Policy") and applicable Directives in effect on the bid solicitation issue are incorporated into the bid solicitation.
- (b) **List of Suppliers.** A list of ineligible and suspended Suppliers is in PWGSC's Integrity Database described in the Policy.
- (c) **Timely Submission of Information.** The Bidder must timely provide the information required by the Policy (including a list of all foreign criminal charges and convictions for itself, its affiliates, and its first-tier subcontractors) by submitting an Integrity Declaration Form.
- (d) **Bidder Certification.** Subject to Subsection 5, the Bidder certifies that it has read, understands and complied with the requirements of the Policy, understands criminal charges or convictions may result in suspension or ineligibility to contract with Canada, understands Canada may request additional information from Bidder or third parties to determine eligibility, and is not currently suspended or ineligible.
- (e) **Integrity Declaration Form.** If the Bidder cannot provide any of the required certifications, the Bidder must submit an Integrity Declaration Form with its bid.
- (f) **Non-Responsive Bid.** Canada will consider a bid non-responsive if any information provided is inaccurate or incomplete, false, or misleading.



- (g) **Right to Terminate.** After an award, Canada may terminate the contract for default if it discovers inaccurate, incomplete, false, or misleading information.

## 12.2. Financial Capability

- (a) **Financial Capability Requirement.** The Bidder must have the financial capability to fulfil this requirement. To determine the Bidder's financial capability, Canada may, by written notice, require the Bidder to submit some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide this information, including financial statements, cash flow statements, balance sheets, certifications of chief financial officers, and confirmation letter from financial institutions, within 15 working days of the request or as specified in Canada's notice..

## 12.3. Federal Contractors Program for Employment Equity

- (a) **FCP Limited Eligibility to Bid.** By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- (b) **Right to Declare Bid Unresponsive.** Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

## 12.4. Status and Availability of Resources

- (a) **Availability of Named Individuals.** The Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by and at the time specified in the bid solicitation. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, Canada will consider only the following reasons as being beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default.
- (b) **Non-Employees.** If the Bidder has proposed any individual who is not one of its employees, the Bidder certifies that it has that individual's permission to propose his/her services for the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon the Contracting Authority's request, provide a written confirmation, signed by the individual, of that permission and of his/her availability. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

12.5. **Education and Experience.** The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, is true and accurate. The Bidder warrants that every



individual that it proposes for the requirement is capable of performing the Work described in the resulting contract.

#### 12.6. **Software Publisher Certification and Software Publisher Authorization**

- (a) **Publisher Certification Form.** If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (b) **Software Publisher's Authorization.** Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.
- (c) **Definition of Software Publisher.** In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products.



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

## Artificial Intelligence Contract

This Contract is made on [CONTRACT DATE] (the "Effective Date") between [CONTRACTOR NAME], a [CORPORATE JURISDICTION] corporation with its principal place of business at [CONTRACTOR ADDRESS] (the "Contractor") and [GOVERNMENT OF CANADA ENTITY], with its principal address at [CONTRACTING AUTHORITY ADDRESS] ("Canada").

### 1. Requirement

1.1. The Contractor agrees to supply to the Client the cloud hosted Regulatory Evaluation Platform (REP) Software Solution "REP Software Solution" described in the Contract, including the Statement of Work and the Contractor's technical bid entitled \_\_\_\_\_, dated \_\_\_\_\_ in accordance with, and at the prices set out in, the Contract. This includes:

- (a) granting the licenses for online access and use of the REP Software Solution;
- (b) providing any REP Software Solution-related software applications required for online access and use of the REP Software Solution;
- (c) hosting the REP Software Solution;
- (d) performing any Work required to design or develop features or functionality, and develop and implement any commercially available or custom software components in accordance with the Contract;
- (e) providing training services, as and when requested by Canada;
- (f) providing professional services, as and when requested by Canada, in accordance with the Task authorization (TA) process described herein; and
- (g) providing Software Documentation.

1.2. **Optional Goods and Services for Stage III.** The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at:

- (a) article 7.2.1, Stage III - A, of the Statement of Work in Annex B (Optional Work Package 1 of the Method and Basis of Payment in Annex C); and
- (b) article 7.2.2, Stage III - B, of the Statement of Work in Annex B (Optional Work Package 2 of the Method and Basis of Payment in Annex C); and

under the same conditions and at the prices and/or rates stated in the Method and Basis of Payment in Annex C. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

#### 1.3. License

##### 1.3.1. License Grant

- (a) The Contractor hereby grants to Canada, including to all Canada's Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide Subscription User license, to access and use the "REP Software Solution", as detailed below:



- (i) Type of license being granted: Subscription User License
- (ii) Number of Users:
  - (1) 20 Users in Stage II and Stage III - A
  - (2) 200 Users in Stage III - B
- (iii) Delivery Location and Media: Online internet access
- (iv) Term of license: Annual
- (b) The license granted under the Contract entitles Canada to access, test and use the REP Software Solution, 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*.
- (c) The license granted under the Contract is unaffected by changes in the environment described in the Statement of Work, such as changes to the operating system, types of Devices, or other software products used by the Users.
- (d) In addition to the obligations set out in the Statement of Work, the Contractor must provide the Canadian English and Canadian French language versions of the REP Software Solution.
- (e) Additional Rights: The license includes the right for Canada to access and use the REP Software Solution, which includes the rights:
  - (i) to generate unlimited insights and derivatives;
  - (ii) 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 REP Software Solution 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
  - (iii) for the designated number of Users to access, copy, deploy, test and use the REP Software Solution for government purposes, unrestricted by the number or type of installations, locations, servers, processors, data, documents, transactions, platforms, devices, networks, operating systems, application program interfaces or operating environments that a User may be using or processing at any time including any equipment required to allow Users to work remotely.

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

- 1.3.2. **Right to Transfer.** Canada may transfer license rights, within the license limits of the REP Software Solution 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 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, provided the Contracting Authority informs the Contractor in writing of the transfer within 30 calendar days of the transfer.

1.3.3. **Right to License.** The Contractor guarantees (a) it has the right to grant the rights in this Contract, (b) it has all necessary consents, and (c) this Contract contains the only terms between the parties with respect to the REP Software Solution.

1.3.4. **“Shrink-Wrap” or “Click-Wrap” Conditions.** The Contractor agrees that 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 in the REP Software Solution or conditions that may accompany the REP Software Solution or Work in any manner, regardless of any notification to the contrary.

#### 1.3.5. **Software Documentation**

- (a) The Contractor guarantees that the Software Documentation contains enough detail to permit a User to access, test and use all features of the REP Software Solution.
- (b) If the Software Documentation is available in both of the two official languages of Canada, the Contractor must deliver it in both French and English. If the Software Documentation is only available in either English or French, 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.
- (c) The Contractor must update the Software Documentation throughout the period of the Contract to the most current release level consistent with the REP Software Solution 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 REP Software Solution, 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 REP Software Solution, together with installation instructions.

1.3.6. **Client.** The Client is Canada School of Public Service.

## 2. Work

2.1. **Conduct of the Work.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.

#### 2.2. **Subcontracts**

- (a) **Conditions to Subcontracting.** The Contractor may subcontract the performance of the Work, provided (a) the Contractor obtains the Contracting Authority's prior written consent, (b) the subcontractor is bound by the terms of this Contract, and (c) the Contractor remains liable to Canada for all the Work performed by the subcontractor.
- (b) **Exceptions to Subcontracting Consent.** The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority: (i) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of





business (ii) subcontract any incidental services that would ordinarily be subcontracted in performing the Work; (iii) in addition to purchases and services referred to in paragraphs (i) and (ii), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and (iv) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (i), (ii) and (iii).

### 2.3. Personnel

- (a) **Authorized Personnel.** All the Work must be performed solely by Contractor's authorized personnel.
- (b) **Key Personnel.** If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with equivalent qualifications and experience and provide written notice to Canada giving (i) the reason for the replacement, (ii) the name and qualifications of the replacement individual, and (iii) proof that the proposed replacement has the required security clearance from Canada.
- (c) **Request to Replace Key Personnel.** The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with terms of replacement of key personnel. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 3. Software Support Services

3.1. **Support Services.** The Contractor must provide the following support services (collectively the "Support Services").

- (a) **User Documentation.** The Contractor must provide all documentation to give appropriately trained users the ability to use all features of the REP Software Solution.
- (b) **Technical Support.** The Contractor must provide (i) telephone support in English and French available during business hours and (ii) web support available 24 hours a day, 365 days a year excepting maintenance downtime not to exceed 1% of the time.
- (c) **Maintenance.** The Contractor must provide (i) all upgrades, updates, new releases, and other enhancements; (ii) all extensions and other modifications; (iii) all bug fixes and software patches; and (iv) all application programming interfaces (APIs), plug-ins, applets, and adapters.

### 3.2. Error Resolution

- (a) **Error Response.** 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 this section, with a correction of the Software Error which caused the failure. All Software Error corrections will become part of the REP Software Solution and will be subject to the conditions of Canada's license with respect to the REP Software Solution.



(b) **Error Resolution**

(i) **Severity 1:** In the event of total inability to use the REP Software Solution, resulting in a critical impact on user objectives, then on notification by Canada to the Contractor, the Contractor will begin continuous work on the issue and provide reasonable effort for workaround or solution within 24 hours.

(ii) **Severity 2:** In the event that user operation of the REP Software Solution is seriously restricted, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 72 hours.

(iii) **Severity 3:** In the event that user operation of the REP Software Solution is limited, but not critical to overall to overall user operations, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 14 days.

(iv) **Severity 4:** In the event of all other issues affecting user operation of the REP Software Solution, the Contractor will work during normal business hours to provide reasonable effort for workaround or solution within 90 days.

(c) **Exceptions to Error Correction Services.** The Contractor is not obligated to correct a failure of the Licensed Programs to operate in accordance with the Specifications if the failure results from: (i) use of the REP Software Solution by Canada that is not in accordance with Canada's license; (ii) the use of hardware or software that is supplied by a person other than the Contractor or a subcontractor and that is not in accordance with the Specifications; or (iii) modifications to the REP Software Solution that are not approved by the Contractor or a subcontractor.

3.3. **Term of Support**

(a) **Initial Support.** For the initial period beginning on the Effective Date of Stage III - B and each subsequent option period, the Contractor must provide to Canada the Support Services at the Contractor's own expense.

## 4. Task Authorization (TA)

The Contractor's services described in article 7.2.2 (d) of the Statement of Work in Annex B performed under this Contract will be on an "as and when requested basis" using a Task Authorization.

4.1. **Form and Content of TA.** A TA will contain (a) Contract and TA number, (b) the details of the required activities and resources, (c) a description of the deliverables, (d) a schedule indicating completion dates for the major activities or submission dates for the deliverables, (e) security requirements, and (f) costs.

4.2. **Contractor's Response to TA.** The Contractor must provide to Canada, within the period specified in the TA, the proposed total price for performing the task and a breakdown of that cost, established in accordance with the fees. The Contractor will not be paid for preparing or providing its response or for providing other information required to prepare and validly issue the TA.

4.3. **TA Limit and Authorities for Validly Issuing TA's.** A validly issued TA must be signed by the appropriate Canadian Authority as set forth in this Contract. Any work performed by the Contractor without receiving a validly issued TA is done at the Contractor's own risk.



- 4.4. **Periodic Usage Reports.** The Contractor must compile and maintain records on its provision of services to the federal government under the valid TAs issued under this Contract.
- 4.5. **Refusal of TA's.** The Contractor is not required to submit a response to every draft TA sent by Canada. However, in addition to Canada's other rights to terminate the Contract, Canada may immediately, and without further notice, terminate the Contract for default in accordance with the General Conditions if the Contractor in at least three instances has either not responded or has not submitted a valid response when sent a draft TA.
- 4.6. **Consolidation of TAs for Administrative Purposes.** This Contract may be amended from time to time to reflect all validly issued TAs to date, to document the Work performed under those TAs for administrative purposes.

## 5. Inspection and Acceptance of the Work

- 5.1. **Inspection by Canada.** All the Work is subject to inspection and acceptance by Canada. Canada's inspection and acceptance of the Work does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract or the Contractor's responsibilities with respect to warranty, maintenance or support under the Contract. Canada may reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.
- 5.2. **Inspection Procedures.** Unless provided otherwise in the Contract, the acceptance procedures are as follows:
- (a) when the Work is complete, the Contractor must notify the Technical or Project Authority in writing, with a copy to the Contracting Authority, by referring to this provision of the Contract and requesting acceptance of the Work;
  - (b) Canada will have 30 days from receipt of the notice to perform its inspection (the "Acceptance Period").
- 5.3. **Deficiencies.** If Canada provides notice of a deficiency during the Acceptance Period, the Contractor must address the deficiency as soon as possible and notify Canada in writing once the Work is complete, at which time Canada will be entitled to re-inspect the Work before acceptance and the Acceptance Period will begin again.
- 5.4. **Access to Locations.** The Contractor must provide representatives of Canada access to all locations where any part of the Work is being performed at any time during working hours. Representatives of Canada may make examinations and such tests of the Work as they may think fit. The Contractor must provide all assistance and facilities, test pieces, samples and documentation that the representatives of Canada may reasonably require for the carrying out of the inspection. The Contractor must forward such test pieces and samples to such person or location as Canada specifies.
- 5.5. **Contractor Inspection.** The Contractor must inspect and approve any part of the Work before submitting it for acceptance or delivering it to Canada.
- 5.6. **Inspection Records.** The Contractor must keep accurate and complete inspection records that must be made available to Canada on request. Representatives of Canada may make copies and take extracts of the records during the performance of the Contract and for up to three years after the end of the Contract.



## 6. Contract Period

6.1. **Initial Term.** This Contract begins on date of Contract award and ends 85 business days later.

6.2. **Extended Term.**

Canada has irrevocable options to extend the term:

- (a) to March 31, 2020, for completion of the Work described in article 7.2.1, Stage III - A, of the Statement of Work in Annex B (Optional Work Package 1 of the Method and Basis of Payment in Annex C) to March 31, 2020; and
- (b) by four additional one year periods, up to March 31, 2024, under the same conditions, for completion of the Work described in article 7.2.2, Stage III - B, of the Statement of Work in Annex B (Optional Work Package 2 of the Method and Basis of Payment in Annex C);

that it may exercise at its sole discretion. The option may only be exercised by the Contracting Authority, and will be evidenced, for administrative purposes only, through a contract amendment.

## 7. Fees

7.1. **Stage II**

For the Work described in article 7.1 of the Statement of Work in Annex B:

Canada will pay the Contractor the price as detailed in Table 1 of Annex C, Method and Basis of Payment.

7.2. **Optional Work Package 1 - Stage III - A**

If the option is exercised by Canada, for the Work described in article 7.2.1 of the Statement of Work in Annex B:

Canada will pay the Contractor the price as detailed in Table 2 of Annex C, Method and Basis of Payment.

7.3. **Optional Work Package 2 - Stage III - B**

If the option is exercised by Canada, for the Work described in article 7.2.2 of the Statement of Work in Annex B:

Canada will pay the Contractor the rate(s) and/or price(s) as detailed in Table 3, 4, 5, 6 of Annex C, Method and Basis of Payment to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

- (a) **Annual Subscription User Licence Fee.** Canada will pay the Contractor the prices listed in Table 3 and 5 of Annex C, Basis and Method of Payment.
- (b) **Training.** Canada will pay the Contractor the the prices as detailed in Table 4 and 6 of Annex C, Method and Basis of Payment. Customs duties are included and Applicable Taxes are extra.
- (c) **Optional Additional Annual Subscription User Licence Fee.** Canada will pay the Contractor the price listed in Table 7 of Annex C, Basis and Method of Payment.



- (d) **Professional services.** Canada will pay the Contractor, in accordance with Table 8 of Annex C, Basis and Method of Payment, the daily labour rates specified in the Contract, to a ceiling price of \$ [AMOUNT TO BE INSERTED AT CONTRACT AWARD].

## 8. Payments

### 8.1. Invoices

- (a) **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with this contract. Each invoice must indicate whether it covers partial or final delivery.
- (b) **Invoice Requirements.** Invoices must be submitted in the Contractor's name and contain:
- (i) the date, the name and address of the client department, item or reference numbers, deliverable/description of the Work, contract number, Client Reference Number (CRN), Procurement Business Number (PBN), and financial code(s);
  - (ii) details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - (iii) Applicable Taxes must be shown as a separate line item along with corresponding registration numbers from the tax authorities and all items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices
  - (iii) deduction for holdback, if applicable;
  - (iv) the extension of the totals, if applicable; and
  - (iv) if applicable, the method of shipment together with date, case numbers and part or reference numbers, shipment charges and any other additional charges.
- (c) **Taxes**
- (i) **Payment of Taxes.** Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor must remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
  - (ii) **Withholding for Non-Residents.** Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.
- (d) **Certification of Invoices.** By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

- 8.2. **Payment Period.** Canada will pay the Contractor's undisputed invoice amount within 30 CALENDAR days after receipt of invoice in acceptable form and content. In the event, an invoice is not in acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

- 8.3. **Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes



overdue until the day before the date of payment, inclusive, provided Canada is responsible for the delay in paying the Contractor.

8.4. **Right of Set-Off.** When making a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

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

- (a) Visa Acquisition Card:
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

8.6. **Financial Accounts and Audit**

- (a) **Accounts and Records.** The Contractor must keep proper accounts and records of the cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.
- (b) **Time Records.** If the Contract includes payment for time spent by the Contractor, its employees, representatives, agents or subcontractors performing the Work, the Contractor must keep a record of the actual time spent each day by each individual performing any part of the Work.
- (c) **Retention of Records.** Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.
- (d) **Government Audit.** The amount claimed under the contract is subject to government audit both before and after payment is made. If an audit is performed after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.





## 9. Warranty

- 9.1. **Services Warranty.** The Contractor represents and warrants that (a) it is competent to perform the Work, (b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and (c) it has the necessary qualifications, including knowledge, skill, know-how and experience, to effectively perform the Work.
- 9.2. **Performance Warranty.** The Contractor warrants that a period of 90 calendar days from Canada's acceptance of the REP Software Solution (the "Warranty Period"):
- (a) the REP Software Solution will operate on the computer system or systems on which the REP Software Solution is accessed in accordance with the documentation and the specifications,
  - (b) the Work will be performed in a professional manner in accordance with industry standards,
  - (c) the documentation will be free from all defects in materials and will conform with the requirements of this Contract.
- 9.3. **Service Levels**
- (a) **Applicable Levels.** The Contractor will provide the Service to Canada with a System Availability (defined as the percentage of minutes in a month that the key components of the Service are operational) of at least [98]% during each calendar month.
  - (b) **Exceptions to "System Availability".** "System Availability" will not include any minutes of downtime resulting from (i) scheduled Maintenance, (ii) events beyond the Contractor's control, (iii) issues associated with Canada's computing devices or internet service provider connections, or (iv) Canada's acts or omissions.
- 9.4. **No Infringement.** The Contractor warrants that nothing in the REP Software Solution, or in Canada's use of the REP Software Solution, will infringe or constitute a misappropriation of the intellectual property or other rights of a third party.
- 9.5. **Remedies**
- (a) **REP Software Solution.** If at any time during the Warranty Period the REP Software Solution fails to meet its warranty obligations, the Contractor must as soon as possible correct at its own expense any errors or defects and make any necessary changes to the REP Software Solution.
  - (b) **Documentation.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any part of the documentation, the Contractor must as soon as possible correct at its own expense the defect or non-conformance.
  - (c) **Services.** If at any time during the Warranty Period Canada discovers a defect or non-conformance in any service, the Contractor must as soon as possible correct or re-perform the nonconforming service.
  - (d) **Media.** Canada may return non-conforming or defective media to the Contractor within the Warranty Period with written notice of the non-conformance or the defect, and the Contractor must promptly replace that media with corrected media at no additional cost to Canada.
- 9.6. **Canada's Right to Remedy.** If the Contractor fails to fulfill any obligation described herein within a reasonable time of receiving a notice, Canada will have the right to remedy or to have remedied the





defective or non-conforming work at the Contractor's expense. If Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.

- 9.7. **Extension of Warranty.** The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of: (a) the warranty period remaining, including the extension, or (b) 90 days or such other period as may be specified for that purpose by agreement between the Parties.

## 10. Restricted Uses

Canada will not knowingly:

- (a) distribute, license, loan, or sell the REP Software Solution,
- (b) impair or circumvent the REP Software Solution's security mechanisms, or
- (c) remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the REP Software Solution.

## 11. Confidentiality

- 11.1. **Definition of Confidential Information.** "Confidential Information" means all material, non-public information, written or oral, whether or not it is marked, that Canada discloses or makes available to the Contractor, directly or indirectly, through any means of communication or observation, including any information that is confidential or proprietary to third parties, and all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to Canada under this Contract.

### 11.2. Contractor's Obligations

- (a) **Confidentiality Obligation.** The Contractor will hold the Confidential Information in confidence.
- (b) **Marking.** Wherever possible, the Contractor must mark or identify any Confidential Information delivered to Canada under this Contract as "Property of [CONTRACTOR'S NAME], permitted government uses defined under Public Works and Government Services (PWGSC) Contract No. [CONTRACT NUMBER]". Canada is not liable for any unauthorized use or disclosure of information that could have been so marked or identified and was not.
- (c) **Use of Information.** The Contractor may only use the Confidential Information in accordance with the terms of this Contract and solely for providing the REP Software Solution and Services.
- (d) **Standard of Care.** The Contractor will exercise reasonable care to protect the Confidential Information from any loss or unauthorized disclosure.
- (e) **Notification of Disclosure.** The Contractor must immediately notify Canada if it discovers any loss or unauthorized disclosure of Confidential Information.



- (f) **Permitted Disclosure.** The Contractor may disclose Confidential Information (i) if and to the extent that Canada consents in writing to such disclosure, or (ii) to the Contractor's officers, directors, employees, affiliates, or representatives who (1) need-to-know that Confidential Information in furtherance of the Contractor providing the REP Software Solution, (2) have been informed of the confidentiality obligations of this Contract, and (3) agree to abide and be bound by the provisions this Contract.
  - (g) **Return or Destruction of Confidential Information.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must promptly (i) return to Canada all Confidential Information provided by Canada, (ii) destroy all copies made of Confidential Information, and (iii) if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the return or destruction obligation under this *Contractor's Obligations* section.
- 11.3. **Canada's Obligations.** Subject to the Access to Information Act, R.S.C., 1985, c. A-1, and to any right of Canada under this Contract to release or disclose, Canada must not release or disclose outside the Government of Canada any information delivered to Canada under this Contract that is proprietary to the Contractor or its subcontractor.
- 11.4. **Non-Confidential Information.** The restrictions of this Contract on use and disclosure of Confidential Information will not apply to information that, without the breach of this Contract,
- (a) is already known to the receiving party,
  - (b) is or becomes publicly known,
  - (c) is or subsequently comes into the possession of the receiving party from a third party, or
  - (d) is independently developed by the receiving party without the use of Confidential Information.

## 12. Data Protection

The Contractor must safeguard Canada Data at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality. To do so, at a minimum, the Contractor must:

- (a) store the Canada Data electronically so that a password (or a similar access control mechanism, such as biometric access) is required to access the system or database in which the Canada Data is stored,
- (b) ensure that passwords or other access controls are provided only to individuals who require access to the Canada Data to perform the Service,
- (c) not outsource the electronic storage of Canada Data to a third party (including an affiliate) unless Canada has first consented in writing,
- (d) safeguard any database or computer system on which the Canada Data is stored from external access using methods that are generally used, from time to time, by prudent public and private sector organizations in Canada in order to protect highly secure or sensitive information,
- (e) maintain a secure backup copy of all Records, updated at least weekly,



- (f) implement any reasonable security or protection measures requested by Canada from time to time and,
- (g) notify Canada immediately of any security breaches (such as any time an unauthorized individual accesses any Canada Data).

## 13. Data Use

The Contractor may not collect, analyze, or use Canada Data for any purpose other than to deliver the Service.

## 14. Data Retrieval and Destruction

- 14.1. **Data Retrieval.** On Canada's request, the Contractor must deliver to Canada a full copy of the Canada Data, in a format the parties agree on in writing.
- 14.2. **Data Destruction.** On the expiration or termination of this Contract, or on Canada's request, the Contractor must (i) promptly destroy all Canada Data in its control, and (ii) if requested by Canada, deliver to Canada a certificate executed by the Contractor confirming compliance with the destruction obligation.

## 15. Data Security Audit

- 15.1. **Security Audit.** The Contractor shall perform, at its own expense, a security audit no less frequently than annually. This audit shall test the compliance with the security standards and procedures required by this Contract. If Canada chooses to conduct its own security audit, such audit shall be at its own expense.
- 15.2. **Audit Reports.** If the audit shows any matter that may adversely affect Canada, the Contractor shall disclose such matter to Canada and provide a detailed plan to remedy such matter. If the audit does not show any matter that may adversely affect Canada, the Contractor shall provide the audit report or a summary to Canada.
- 15.3. **Corrections.** The Contractor shall promptly correct any deficiency found in a security audit.

## 16. Insurance

- 16.1. **Insurance Requirements.** The Contractor is responsible for deciding if insurance coverage is necessary to fulfil its obligation under this 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.

## 17. Intellectual Property Ownership

- 17.1. **Contractor Software.** The Contractor retains all right in and to the REP Software Solution.
- 17.2. **Canada Data.** Canada retains all ownership rights to any Canada Data. Canada grants the Contractor a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to host Canada Data solely in accordance with the terms of this contract.



- 17.3. **Software Modifications.** The Contractor retains all right in and to the Software Modifications. All Software Modifications will become part of the REP Software Solution and will be subject to the conditions of Canada's rights to access and use the REP Software Solution as set out under this contract.
- 17.4. **Canada License to Proprietary Software Components.** The Contractor grants to Canada a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to access and test the REP Software Solution, including all released versions of proprietary software components, source code, algorithms and Software Modifications that form part of the REP Software Solution, for audit, investigation, inspection, or examination, enforcement action, or judicial proceedings. This license allows Canada to share the REP Software Solution with external parties to review and audit the solution, as necessary, for the purpose described herein. Canada will require these external parties not to use or disclose that information except as may be necessary to perform such services on behalf of Canada.

## 18. Certifications and Additional Information

- 18.1. **Compliance with Certifications.** 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.
- 18.2. **Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
- 18.3. **Permits and Licenses.** The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to Canada.

## 19. Suspension and Termination

### 19.1. Suspension of the Work

- (a) **Right to Suspend Work.** The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not limit access to any part of the Work or REP Software Solution without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract in accordance with the Termination terms of this Contract.
- (b) **Effect of Suspension.** When an order is made to suspend the Work, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract.
- (c) **Resumption of Work.** When a suspension is canceled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the



part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

- 19.2. **Termination for Convenience.** Canada may terminate this Contract in whole or in part for any reason on notice to the other party. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice.
- 19.3. **Canada's Right to Termination on Default or upon Insolvency.** The Contracting Authority may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if (a) the Contractor fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and the failure, inaccuracy, or breach continues after the injured party delivers notice to the breaching party reasonably detailing the breach, or (b) the Contractor party becomes insolvent, bankrupt, or enters receivership, dissolution, or liquidation, the other party may terminate this agreement with immediate effect.
- 19.4. **Contractor Right to Terminate.** The Contractor may terminate Canada's license with respect to the REP Software Solution by giving the Contracting Authority written notice to that effect if Canada is in breach of its license with respect to the REP Software Solution, or fails to pay for the license in accordance with the Contract, and if that breach continues for a period of thirty (30) days after the Contracting Authority receives written notice from the Contractor giving particulars of the breach.

## 20. Effect of Termination

- 20.1. **No Further Payment.** If Canada terminates the Contract for default or insolvency, the Contractor will have no claim for further payment except as provided in this section.
- 20.2. **Pay Outstanding Amounts.**
- (a) **Eligible Costs.** If Canada terminates the Contract for convenience, Canada shall pay to the Contractor costs that have been reasonably and properly incurred by the Contractor to perform the Contract plus a fair and reasonable profit as determined by PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts for any part of the Work commenced, but not completed, prior to the date of the termination notice;.
  - (b) **Ineligible Costs.** The Contractor agrees that it is not entitled to: (i) any anticipated profit on any part of the Contract terminated; (ii) cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay; and (iii) damages, compensation and allowance resulting from the termination except to the extent that this section expressly provides.
- 20.3. **Refund Amounts.** The Contractor must promptly refund to Canada any amounts paid in advance covering the remainder of the term of this Contract after the effective date of termination.
- 20.4. **Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.
- 20.5. **Delivery of Work.** Upon termination of the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the



Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

- (a) the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- (b) the cost to the Contractor that Canada considers fair and reasonable in, in accordance with subsection *Pay Outstanding Amounts herein*, in respect of anything else delivered to and accepted by Canada.

20.6. **Title to Property.** Title to everything for which payment is made to the Contractor will, once payment is made, pass to Canada unless it already belongs to Canada under any other provision of the Contract.

20.7. **Termination in Error.** If the Contract is terminated for default or insolvency, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

## 21. Indemnification

The Contractor must indemnify Canada against all losses and expenses (including reasonable attorneys' fees) arising out of any proceeding (i) brought by a third party, and (ii) arising out of a claim that the Software Solution infringes the third party's Intellectual Property rights.

## 22. Limitation on Liability

- (a) Except as expressly provided in paragraph (b), the Contractor is liable to Canada for all direct damages it causes in performing or failing to perform the Contract in relation to:

- 1. The Contractor's acts or omissions under the Contract affecting real or tangible personal property owned, possessed or occupied by Canada;
- 2. The Contractor's breach of confidentiality obligations under the Contract, but such limitation does not apply to the disclosure by Contractor of the trade secrets of Canada or a third party related to information technology;
- 3. Liens or encumbrances relating to any portion of the Work under the Contract, not including claims or encumbrances relating to intellectual property rights; and
- 4. Contractors breach of warranty obligations;

However, the Contractor is not liable to Canada for indirect, special or consequential damages caused by items 1 to 4 above.

- (b) With respect to all direct damages not listed above, including direct damages related to the Contractor's breach of warranty obligations, the Contractor's maximum liability to Canada is the total estimated cost of the Contract (meaning the dollar amount shown on the first page of the Contract in the block titled "**Total Estimated Cost**"). Within this maximum, all direct damages not listed above that do not relate to breach of warranty are subject to a maximum of .25 times the Total Estimated Cost.
- (c) 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.





- (d) None of the above limitations apply to damages based on loss of life or injury or claims based on infringement of intellectual property.

## 23. General Provisions

- 23.1. **Entire Agreement.** This Contract is the entire agreement between the parties and supersedes all previous communications and agreements.
- 23.2. **Amendment.** Amendments to this Contract must be in writing and signed by the Contracting Authority and the authorized representative of the Contractor.
- 23.3. **Assignment.** The Contractor may only assign this Contract if (a) the Contracting Authority agrees to the assignment in a signed writing and (b) the Contractor remains responsible for the assignee's performance.
- 23.4. **Notice.** Any notice under this Contract must be in writing and may be delivered by hand, courier, mail, facsimile or another electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in this Contract. Any notice will be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada.
- 23.5. **Applicable Laws.** This Contract will be interpreted and governed by the laws of Ontario.
- 23.6. **Survival.** All the parties' obligations of confidentiality, representations and warranties set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.
- 23.7. **Excusable Delay**
  - (a) **No Liability.** The Contractor will not be liable for performance delays nor for non-performance due to causes beyond its reasonable control that could not reasonably have been foreseen or prevented by means reasonably available to the Contractor, provided the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it.
  - (b) **Notification of Circumstances.** The Contractor must also advise the Contracting Authority, within 15 working days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
  - (c) **Delivery and Due Dates.** Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.
  - (d) **Right to Terminate.** In the event such an event prevents performance thereunder for a period in excess of 30 calendar days, then the Contracting Authority may elect to terminate this Contract with the effect of a termination for default.
- 23.8. **Severability.** If any provision of this Contract is declared unenforceable by an authoritative court, the remainder of this Contract will remain in force.





- 23.9. **Waiver.** The failure or neglect by a party to enforce any of rights under this Contract will not be deemed to be a waiver of that party's rights.
- 23.10. **No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.
- 23.11. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).
- 23.12. **International Sanctions.**
- (a) Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.
  - (b) The Contractor must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
  - (c) The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 19.2.
- 23.13. **Integrity Provisions - Contract.** The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at *Ineligibility and Suspension Policy*.
- 23.14. **Code of Conduct for Procurement - Contract.** The Contractor agrees to comply with the *Code of Conduct for Procurement* and to be bound by its terms for the period of the Contract.
- 23.15. **Conflict of interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of interest Act*, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.

23.16. **Authorities**

**Contracting Authority**

The Contracting Authority for the Contract is:

Name: Peter Lessard  
Title: Contracting Officer



Public Works and Government Services Canada  
Acquisitions Branch (STAMS)  
Les Terrasses de la Chaudière  
10 Wellington Street  
Gatineau, Quebec  
K1A 0S5

Telephone: (613) 850-7602  
E-mail address: Peter.Lessard@tpsgc-pwgsc.gc.ca

The PWGSC Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client.

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.

***Client Technical Authority (information to be inserted at contract award)***

The Client Technical Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
E-mail address:

The Client Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. 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.

***Client Administrative Contact (information to be inserted at contract award)***

The Client Administrative Contact is:

Name:  
Title:  
Organization:  
Address:

Telephone:  
Facsimile:  
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.

***Contractor's Representative (information to be inserted at contract award)***

The Contractor's Representative is:



Name:  
Title:

Telephone:  
Facsimile:  
E-mail address:

23.17. **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) Annex A, Definitions and Interpretations;
- (c) Annex B, Statement of Work;
- (d) Annex C, Method and Basis of Payment;
- (f) Annex D, Task Authorization Form;
- (g) the signed Task Authorizations (including all of its annexes, if any) (if applicable);
- (h) the Contractor's bid dated \_\_\_\_\_, (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award:", as clarified on \_\_\_\_\_" or ",as amended on \_\_\_\_\_" and insert date(s) of clarification(s) or amendment(s)).

This Contract has been executed by the parties.

[CONTRACTOR NAME]

By:

Name:

Title:

[CONTRACTING AUTHORITY]

By:

Name:

Title:



## ANNEX A

### DEFINITIONS AND INTERPRETATIONS

In this Contract, unless the context otherwise requires, the following terms shall have the following meanings:

**"Applicable Taxes"** means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as, the Quebec Sales Tax (QST) as of April 1, 2013;

**"Average Rate"** means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

**"Canada"** or **"the Government"** means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

**"Canada Data"** means (i) any data provided to the Contractor by Canada or at its direction in connection with the Service, (ii) all content that the Contractor compiles, develops or delivers to Canada, and that Canada accepts, in accordance with this Contract, and (iii) all derivatives and cognitive insights arising from the use of REP Software Solution either by Canada or the Contractor in performing the Work, and (iv) all reports generated by or arising from the use of the REP Software Solution under this contract. To avoid any doubt, Canada Data does not include Software Modifications;

**"Client"** means the department or agency for which the Work is performed.

**"Contract"** means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

**"Contracting Authority"** means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;

**"Contractor"** means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

**"Contract Price"** means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

**"Cost"** means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract;

**"Date of payment"** means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

**"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 Programs"** means all of the computer programs, in object-code form, which must be provided by the Contractor to Canada under the Contract, and include all patches, fixes and other code that may



be delivered to Canada under the Contract, including any code provided as part of the warranty, maintenance, or support;

**"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 REP Software Solution developed or published by the Contractor or its licensor;

**"Media"** means the material or medium on which the Licensed Programs are stored for delivery to Canada, including electronic media such as magnetic disks or electronic downloads. Media does not include the REP Software Solution stored on the Media;

An amount becomes **"overdue"** when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

**"Party"** means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them;

**"REP Software Solution"** means the Licensed Programs and the Software Documentation collectively;

**"Software as a Service"** means the capability provided to the consumer is to use the provider's applications running on a cloud infrastructure.

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

**"Software Error"** means any software instruction or statement contained in or absent from the Licensed Programs, which, by its presence or absence, prevents the Licensed Programs from operating in accordance with the Specifications.

**"Software Modifications"** means any additions to, updates, improvements on, bug patches, new versions of, or other modifications to the REP Software Solution, made by the Contractor during this agreement.

**"Specifications"** means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

**"User"** means an individual authorized by the Client to use the REP Software Solution under the Contract and for the purposes of this contract, includes any employee, agent or contractor authorized to use the REP Software Solution.

**"Work"** means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



## ANNEX B

### STATEMENT OF WORK

#### 1. Title

Demonstration Project to Develop and Pilot Interactive Regulatory Evaluation Platforms Using Artificial Intelligence Methods

#### 2. Objective

The Canada School of Public Service (CSPS or the School), in serving as Project Authority and technical owner on behalf of a number of federal regulatory departments and agencies, has a requirement for an interactive hosted cloud-based regulatory evaluation platform (REP) that enables users in federal departments and agencies to explore and analyze large amounts of structured and unstructured regulatory data. The solution must have the ability to identify and present key trends, patterns, and inconsistencies in regulations and regulatory requirements. This cloud-based solution, once designed, tested and delivered, will be accessible to up to 200 users in various federal departments and agencies.

#### 3. Background

The School has a mandate to provide a broad range of learning opportunities and to establish a culture of learning within the Public Service. This includes supporting a public service-wide culture of learning that is relevant, responsive, accessible and supportive of broader government objectives with respect to a digital agenda, innovation, and experimentation.

The stock of federal regulations, and relevant United States (U.S.), European Union (E.U.), and provincial/territorial regulations is vast and constantly evolving. As set out in the Cabinet Directive on Regulation (refer to Section 5 – Relevant Terms and Acronyms), federal regulators are required to adopt a regulatory life cycle approach where they must examine and analyze regulations through all stages of their life cycle (development, management, review and results). For many regulatory departments and agencies, this requires that they, among other activities, continually monitor, seek out and evaluate opportunities to reduce regulatory duplication, administrative burden and inefficiencies (including across jurisdictions) as well as to consider the cumulative impacts of regulations on stakeholders.

Reviewing the regulatory stock and informing development of new regulatory approaches can be a complex and time consuming manual task. However, the rising public sector use and capability of artificial intelligence, facilitated by the rise of open source data, big data analytics and the increasing availability of regulations in machine-readable formats suggests that an interactive cloud-based REP could support regulators in a number of areas:

- a. scanning the global regulatory environment to gather publicly available machine readable data and information on how other comparable regulators are adopting or implementing regulations and exercising authorities to develop agile regulatory interventions that meet regulatory objectives;
- b. identifying overlapping, obsolete or outdated regulations or requirements in the regulatory stock as well as opportunities to reduce regulatory burden on stakeholders;
- c. importing trend or point in time data that would help yield insight or context into the effectiveness of regulations in achieving their stated objectives; and
- d. assessing the impacts of regulations on specific sectors of the economy and small business at the Canadian federal level (across departments and agencies) or cumulatively across jurisdictions (e.g., U.S., EU., federal, and provincial/territorial)



Exploring the potential advances of artificial intelligence through a demonstration project could provide a useful tool for regulatory departments and agencies in carrying out their responsibilities. For departments and agencies participating in this CSPS-led demonstration project, through an interdepartmental project Steering Committee and Project User Group (PUG), organizational learning on how to design and use these tools would be an important outcome. Key participating departments and agencies in this project include: Agriculture and Agri-Food Canada; Community of Federal Regulators (Health Canada); Environment and Climate Change Canada; Innovation, Science and Economic Development Canada; Justice Canada, Transport Canada, and the Treasury Board of Canada Secretariat.

#### 4. Scope

The Contractor must deliver a hosted working cloud-based REP solution that must, based on input data on the stock of 2600 federal regulations as well as available provincial and territorial machine readable regulations, provide an interactive user-friendly interface to search, find, analyze, visualize and generate reports on trends, characteristics, patterns and relationships among an identified set of regulations, regulatory provisions or authorities.

More specifically, the Contractor must deliver a hosted REP solution that must:

- a. apply machine learning, natural language processing to search and find user-identified regulatory text or specific regulations according to user-defined themes and queries;
- b. conduct analysis on characteristics, trends and impacts of a regulation or group of regulations and information based on user-identified parameters;
- c. for the purposes of visualization and reporting; provide the functionality to ingest information from other sources, including through input files and use of internet search techniques, to further augment or enhance the analysis of regulatory text;
- d. provide the functionality to enable REP users to compile analytical outputs such as data visualization and formatted reports on results; and
- e. use publicly available data and data feeds.

#### 5. Relevant Terms and Acronyms

**AI:** Artificial Intelligence

**Cabinet Directive on Regulation:** The Cabinet Directive on Regulation (the directive) sets out the Government of Canada's expectations and the requirements in the development, management and review of federal regulations: <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/guidelines-tools/cabinet-directive-regulation.html>

**GoC:** Government of Canada

**ML:** Machine Learning

**NAICS:** North American Industry Classification System

**PUG:** Project User Group

**REP:** Regulatory Evaluation Platform

#### 6. Applicable and Reference Documents

##### 6.1 Sample Use Cases:

There are a number of use cases for a REP that reflect the perspective and needs of potential users to be considered when thinking about data, capability and functionality that would form part of the solution. Sample use cases can be found in Appendix 1 to Annex B.

##### 6.2 Mandatory data sources to be ingested by the solution:

Data	Source	Format	Link
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The present list of Acts and Regulations	Justice Canada	XML	<p>The Justice Canada FTP server (<a href="ftp://205.193.86.89/">ftp://205.193.86.89/</a>) contains a file that is updated on an ongoing basis called data.zip (<a href="ftp://205.193.86.89/data.zip">ftp://205.193.86.89/data.zip</a>) that contains the Acts and Regulations as of the date of archiving. This archive contains Regulations that are marked up in XML format.</p> <p>The data dictionary in English: (<a href="http://laws-lois.justice.gc.ca/eng/XML/index.html">http://laws-lois.justice.gc.ca/eng/XML/index.html</a>) and French (<a href="http://laws-lois.justice.gc.ca/fra/XML/index.html">http://laws-lois.justice.gc.ca/fra/XML/index.html</a>).</p> <p>It should be noted that the archive also includes Statutory Instruments (filenames that start with SI) are not considered in scope for this project. The archive also contains repealed regulations, which are outside of scope. The &lt;Repealed&gt;&lt;/Repealed&gt; tag may apply to only parts of the regulation, but may apply to the regulation as a whole.</p>
Point-in-time archive of Acts and Regulations	Justice Canada	XML	<p>On the same FTP, there is a directory for point-in-time archives: (<a href="ftp://205.193.86.89/PITXML/">ftp://205.193.86.89/PITXML/</a>). There are ZIP archives as well as an uncompressed file structure. The structure differs slightly from the above in order to accommodate previous dates.</p>
North American Industry Classification System	Statistics Canada	HTML, CSV and PDF	<a href="https://www.statcan.gc.ca/eng/subjects/standard/naics/2017/index">https://www.statcan.gc.ca/eng/subjects/standard/naics/2017/index</a>
United States regulations	Code of Federal Regulations US	XML	<a href="https://www.archives.gov/open/dataset-cfr.html">https://www.archives.gov/open/dataset-cfr.html</a>
EU legislation	EUR-Lex	API	<a href="http://api.epdb.eu/">http://api.epdb.eu/</a>
EU legislation – currently in force	Europa	HTML	<a href="https://data.europa.eu/euodp/data/dataset/eu-legislation-in-force">https://data.europa.eu/euodp/data/dataset/eu-legislation-in-force</a>
EU legislation – basic acts	Europa	HTML	<a href="https://data.europa.eu/euodp/data/dataset/eu-legislation-basic-acts">https://data.europa.eu/euodp/data/dataset/eu-legislation-basic-acts</a>



### 6.3 Other sources:

The following are optional data sources and other sources of information that may support the development of the REP solution.

Data	Source	Format	Link
United States regulations	Mercatus Centre, George Mason University	XML	<a href="https://quantgov.org/regdata-us/">https://quantgov.org/regdata-us/</a>
Canada Gazette I and II – including Regulatory Impact Analysis Statement	Public Services and Procurement Canada	XML – certain years only	<a href="http://gazette.gc.ca/xml/">http://gazette.gc.ca/xml/</a>
Canada Gazette I and II	Public Services and Procurement Canada	HTML	<a href="http://www.gazette.gc.ca/rp-pr/publications-eng.html#a1">http://www.gazette.gc.ca/rp-pr/publications-eng.html#a1</a>

Government of Canada Digital Standards:

<https://www.canada.ca/en/government/publicservice/modernizing/government-canada-digital-standards.html>

Example of outcome-based regulations (proposed Safe Foods for Canadians Regulations as published in *Canada Gazette I*) (<http://bit.ly/2lI297x>)

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/>)

2013-14 <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/background-2013-2014-scorecard-report.html>

2014-15 <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/2014-2015-scorecard-report.html>

Tool and guidance: <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/guidelines-tools.html>

Administrative Burden Baseline specific: <https://www.canada.ca/en/treasury-board-secretariat/services/federal-regulatory-management/administrative-burden-baseline/counting-regulatory-requirements.html>

Directive on Open Government: <https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=28108>

Open as a Foundation for Digital Government: <https://open.canada.ca/en/blog/open-foundation-digital-government>



## 7. Tasks

An iterative approach with user testing must be undertaken for the design and development of the solution. The Project Authority, with the support of a Steering Committee comprised of a number of federal regulatory departments and agencies, will select users from the Steering Committee member departments to support all stages of the REP project (i.e., Project User Group (PUG)).

The Contractor must complete the following tasks which must be reflected in key deliverables for each stage of the project:

### 7.1 Stage II: Develop and deliver a REP prototype solution.

The Contractor must:

- a. Attend a kick-off meeting with the Project Authority (organized and coordinated by the Project Authority), by teleconference or in person, to officially launch the project.
- b. Engage the PUG to understand solution requirements, user needs, use cases or recent or emerging legislative, regulatory or policy requirements. The Contract Authority will coordinate and organize engagement sessions with PUG members.
- c. Conduct a review of data architecture, data quality, sources of bias and any ethical considerations, based on available data and meta-data (i.e., enabling acts, regulations and other data sets available in machine readable files) as well as any other information provided by the Project Authority.
- d. Deliver a REP prototype solution in English that meets all the following mandatory requirements. The hosted cloud-based REP prototype solution must have the following features and functionalities:
  - i) capability to build and extract information from a database of U.S., E.U., federal, and provincial/territorial regulations;
  - ii) ability to search and identify comparable regulations that apply to user-specified parameters across jurisdictions (e.g., U.S., E.U., federal, and provincial/territorial);
  - iii) analytical module(s) that enable REP users to cluster, classify, pattern and apply semantic analysis based on user defined parameters in order to identify outdated regulations and assess the flexibility and degree of prescriptivity of regulations;
  - iv) analytical module(s) that enable REP users to extract, compile and visually map regulatory requirements and the level of regulatory burden for identified industry or sectors (e.g. by NAICS code), or groups of stakeholders;
  - v) predetermined (i.e., not customizable) visualization and reporting module(s) that allow users view results generated by the solution relative to imported trend or point in time data that would help yield insight or context into the effectiveness of regulations in achieving their stated objectives;
  - vi) summary information on the Acts and regulations content located at section 6.2 of this document, including the last amended date and registration date of the Act or regulations
  - vii) a mechanism for users to provide solution problems and feedback to the contractor and administrator; and
  - viii) user interface in English to apply user-defined parameters.
- e. Produce and deliver a draft user guide (in English) for users that includes comprehensive instructions on how to use and test the solution. The user guide must be accepted by the Project Authority. Canada will translate the user guide to French. The Contractor's User Guide must be appropriately based on target user's skills, knowledge and competencies, and must



include practical examples and scenarios. The User Guide must be current, reflect the best practices and accurately reflect opportunities or limitation of use; and must also:

- i) address user needs;
- ii) have easy to follow instructions;
- iii) be well outlined; and
- iv) include easy to follow set-up or access instructions.

f. Based on the design and functionality of the REP prototype solution developed, submit a draft Implementation, Release and Support Services (IRSS) Plan to the Project Authority. The IRSS Plan must detail:

- i) findings from data architecture review;
- ii) applied methodologies and source code where feasible to substantiate the outcomes and support explainable artificial intelligence;
- iii) contractor's proposed refinements, proposed additional functionality, capability, user access levels;
- iv) train the trainer course outline; and,
- v) support and maintenance process that includes:
  - 1) mechanisms and processes for the users and the Project Authority to engage the Contractor on maintenance and service issues;
  - 2) plans to maintain and update the solution during the contract period;
  - 3) measures to resolve any technical performance, usability or functionality issues arising from increased number of users and ongoing use.

g. Develop and deliver test cases that will support functional testing by the Project Authority and moderated usability testing with 10 users selected by the Project Authority. Test cases must be developed and delivered by the contractor using use cases 1, 2, 3 and 5 in Appendix 1 to Annex B (use cases 4 and 6 are optional) and be designed to assess functionality in the mandatory criteria in Attachment 4 Section 2.2 and the technical point rated criteria in Attachment 4 Section 2.3 (ii). Test cases must include: step by step instructions and all required information to test the functionality/requirements based on use cases 1, 2, 3 and 5 in Appendix 1 to Annex B (use cases 4 and 6 are optional) and usability requirements of the solution as outlined in Attachment 4 Section 2.3 (ii).

h. Develop and deliver scenarios for moderated usability testing with 10 users selected by the Project Authority to test the usability of the prototype. Scenarios for usability testing will be developed by the contractor using the test cases described in Section 7.1 g. and be designed to help assess the technical point rated criteria in Attachment 4 Section 2.3 (ii). Scenarios must provide: context/background (what task is the user trying to accomplish and why), describe the task to be completed including any relevant information (e.g. names of Acts/Regulations, actions for the user to take like exporting data, searching EU regulations etc.) Scenarios are not to include any instructions on how to complete the task (e.g. which link to click, where the search feature is etc.)

i. Provide username/password access to the REP prototype solution, for testing and evaluation purposes for 20 users for the duration of Stage II and, if selected, Stage IIIA. The Contractor's REP prototype solution will be evaluated by the PUG via moderated usability testing and functional testing. Assessment of the REP prototype solution's functionality will be conducted using test cases provided by the Contractor to fulfill requirements of common use cases and scenarios that will be consistently applied by the users. Assessment of the prototype solutions usability will be conducted using the scenarios provided by the Contractor to fulfill the usability requirements of the solution as outlined in Attachment 4 Section 2.3 (ii).



### **Stage III Options**

#### 7.2      Stage III:

##### 7.2.1      Stage III - A: Finalization and delivery of the REP solution

Based on the draft IRSS plan, delivered in the Stage II, the Contractor must finalize and deliver a hosted production ready solution no later than January 31, 2020 to the Project Authority.

If selected to proceed with the Stage III option, the Contractor must:

- a.      Attend a kick-off meeting with the Project Authority (organized and coordinated by the Project Authority), by teleconference or in person, to launch Stage III of the project.
- b.      Consult the PUG to discuss and review requirements, use cases and/or recent or emerging legislative, regulatory or policy requirements that could impact the final REP Solution. The Project Authority will coordinate and organize engagement sessions with PUG members.
- c.      Submit an updated Implementation, Release and Support Services (IRSS) Plan to the Project Authority that also includes:
  - i)      [GoC digital and architectural standards](#) integration in to the solution;
  - ii)     Government of Canada accessibility and Official language standards integration in to the solution.
- d.      Upon acceptance of the updated IRSS Plan, the contractor must make all necessary adjustments to the final REP solution.
- e.      Deliver a hosted production ready REP solution, with updated user guide to address the refinements, proposed additional functionality, capability, user access levels made to the REP prototype solution and draft user guide to the Project Authority.
- f.      Configure the REP Solution to be compliant with modern operating systems and browsers. This includes but is not limited to: Internet Explorer 9 and its newer version without modification, Google chrome and its newer version without modification, Safari and its newer version without modification and Firefox and its newer version without modification.
- g.      Configure the REP Solution to adhere to the Government of Canada Web Usability requirements found on the Treasury Board of Canada Secretariat website at: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=24227>.
- h.      Configure the REP Solution to comply with relevant policies of the Government of Canada Official Languages Act and the Directive on Official Languages for Communications and Services. The REP Solution must allow all users to work in both of Canada's official languages (English and French), and must allow the users to set the REP Solution to the official language of his/her choice. Refer to the following websites for a description of the Directive on Official Languages for Communications and Services: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26164> and <http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=26164>.
- i.      Develop and deliver updated test cases that will support functional testing and moderated usability testing of the refinements, proposed additional functionality, capability, user access levels made to the REP prototype solution with 10 users selected by the Project Authority to test the usability of the final production ready solution. Test cases must be developed and delivered by the contractor using use cases 1, 2, 3 and 5 in Appendix 1 to Annex B (use cases 4 and 6 are optional).



j. Develop and deliver updated scenarios for moderated usability testing of the refinements, proposed additional functionality, capability, user access levels made to the REP prototype solution with 10 users selected by the Project Authority to test the usability of the production ready solution. Scenarios for usability testing must be developed by the contractor using the test cases described in Section 7.1 i. Scenarios must provide: context/background (what task is the user trying to accomplish and why), describe the task to be completed including any relevant information (e.g. names of Acts/Regulations, actions for the user to take like exporting data, searching EU regulations etc.) Scenarios are not to include any instructions on how to complete the task (e.g. which link to click, where the search feature is etc.)

#### 7.2.2 Stage III - B: Hosting of REP Solution Hosting, Support and Training

The Contractor must make the hosted production ready REP solution available to users (200 users) and provide training, ongoing support, maintenance and resolution of any technical issues (e.g., solution freeze, crash or return of incorrect information).

The Contractor must provide:

- a. Access, including usernames and passwords, to the hosted production ready REP solution for 200 end users and one administrator account with the following rights and access; create users, assign accounts, lock and unlock user accounts, link to new data sources, generate usage reports.
- b. training materials in support of a web-based train-the-trainer approach. The Contractor must train designated GC trainers who will in turn familiarize the Authenticated Users with the product and its use. The Contractor must deliver at least one (1) training seminar in Canadian English (maximum twenty (20) participants) where the Project Authority will provide translation services where required.
- c. support and maintenance of the REP Solution.
- d. optional Task Authorized Professional Services. The Work described in the TA must be in accordance with the scope of the Contract. Work considered to be in accordance with the scope of the Contract could include but not limited to Work associated to updating the accepted REP Solution as a result of changes to the Government of Canada Web Accessibility Standard, adding new functionalities to the accepted solution and adapting to changes in the solution's IT environment. Appendix 2 to Annex B identifies the categories of work, including a description that may be required to undertake task authorized work on this requirement.

### 8. Contractor Deliverables

All document deliverables must be in MS Word format.

#### 8.1 Stage II:

The project launch is defined as the kick-off meeting with the Project Authority.

Item	Description	Timelines
1	Prototype REP solution with access for 20 users	65 business days from Project Launch



2	Draft Implementation, Release and Support Services (IRSS) Plan to Project Authority	65 business days from Project Launch
3	Draft User guide to Project Authority	65 business days from Project Launch
4	Test cases, for the use cases provided by Canada in Appendix 1  (A Test Case is a set of conditions or instructions under which the PUG will determine the REP prototype solution satisfies the requirements and works correctly)	65 business days from Project Launch
5	Scenarios, using the use cases provided by Canada in Appendix 1  (A scenario is a fictional situation and task provided to a user during moderated usability testing to determine if the REP prototype solution satisfies the usability requirements)	65 business days from Project Launch

Estimated timelines for the following activities:

Description	Estimated Timelines
PUG evaluation of prototype REP solution	Completed within 15 business days from receipt of REP prototype solution
Decision on prototype selection to proceed to Stage III work	Within 20 business days from receipt of prototype REP solution

## 8.2 Stage III: Refinement and finalization of the REP solution

Item	Ref.	Description	Timelines
1	7.2.1	Kick-off meeting to launch Stage III of the project (i.e. Stage IIIA Launch)	Within 5 business days of exercise of contract option.
2	7.2.1	Submit Final IRSS Plan and Project Management in MSWord format to the Project Authority for review and acceptance	20 business days from Stage III Launch
3	7.2.1	Deliver hosted production ready REP solution based on accepted IRSS plan for acceptance	80 business days from acceptance of updated IRSS Plan
4	7.2.1	Updated Test cases using the use cases provided by Canada, for functionality testing  (A Test Case is a set of conditions or instructions under which the PUG will determine the production ready solution satisfies the requirements and works correctly)	80 business days from acceptance of updated IRSS Plan





5	7.2.1	Updated Scenarios, using the use cases provided by Canada, will be used to assess usability of the production ready solution  (A scenario is a fictional situation and task provided to a user during moderated usability testing to determine if the production ready solution satisfies the usability requirements)	80 business days from acceptance of updated IRSS Plan
6	7.2.1	Deliver User guide to Project Authority	80 business days from acceptance of updated IRSS Plan
7	7.2.2	Provide Subscription based access to the cloud hosted production ready REP solution for 200 users, including maintenance and support services	10 business days from acceptance of final REP solution
8	7.2.2	Deliver train the trainer session	Within 10 business days from acceptance for the final REP solution

### 8.3 Review and Acceptance of all deliverables provided by the Contractor

Final acceptance of all deliverables, including the production ready REP solution, will occur when all discrepancies, errors or other deficiencies identified by the Project Authority have been addressed by the Contractor and approved by the Project Authority.

## 9. Reporting Requirements

The Contractor must provide weekly status reports to the Project Authority in English in MSWord outlining progress for the given period, any issues or considerations and upcoming milestones.

## 10. Client Support

The Project Authority will be responsible for supporting the coordination of the overall project, providing as-required direction and guidance to the Contractor, and accepting and approving deliverables on behalf of the project Steering Committee.

The Project Authority will ensure that appropriate subject matter experts from federal departments and agencies, via the PUG, are available to the Contractor as required, to provide input, answer questions, evaluate deliverables for acceptance and participate in meetings to enable the Contractor to proceed on schedule with the completion of all required deliverables.

As required, CSPS will provide ongoing timely support to the Contractor within the scope of the statement of work.

The CSPS will make facilities available for web-based training purposes.

## 11. Meetings

Kick-off meetings (in person or via teleconference) will be held for Stages II and III of the project, with 30 minute meetings every two weeks (calls or in-person) between the Project Authority and the Contractor. In addition to the bi-weekly meetings with the Project Authority, the Contractor must be available to meet during Stage III with the Steering Committee on a monthly basis via teleconference to provide brief updates on the project and discuss any issues (current or anticipated).

Meetings with members of the PUG will be held in person or via teleconference.



## **12. Location of Work**

The Work must be performed at the Contractor's premises, Training and project review meetings may be conducted by Webex or teleconference.

## **13. Official Language Requirements and Language of Work**

The primary language of work will be in English and all reports, technical documents and project updates must be provided in English.

The prototype REP solution and the interface for the prototype solution (i.e., interface used by users) must be in English. The final REP solution, including the interface, must comply with relevant policies of the Government of Canada Official Languages Act and the Directive on Official Languages for Communications and Services.

The REP solution must allow all users to work in both of Canada's official languages (English and French). Refer to the following websites for a description of the Directive on Official Languages for Communications and Services:

- a. <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=26164>
- b. <http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=26164>

## **14. Travel and Living**

Travel is not mandatory for this Work. Therefore, travel and living expenses will not be reimbursed under any resulting Contract.

## **15. Cloud Security Requirements**

The Contractor's cloud hosting platform must be certified as per the standards and requirements of one of the following:

- SOC 2 - Type 2
- International Organization for Standardization (ISO) 27001



## Appendix 1 to Annex B

### REGULATORY EVALUATION PLATFORM – USE CASES FOR REQUIRED SOLUTION

*Use cases 1, 2, 3 and 5 must be demonstrated in the Stage II usability assessment and will be scored based on the evaluation criteria in Attachment 4. Use cases 4 and 6 should be demonstrated in the Stage II usability assessment and will be scored based on the evaluation criteria in Attachment 4.*

<u>Category</u>	<u>Mandatory / Optional</u>	<u>Use Case – Context/Challenge/Required Solution</u>
<b>1.Characteristics and prioritization based on key attributes</b>  Compile information on individual regulations and prioritize regulations for modernization based on presence or predominance of attributes of interest to users	<b>Mandatory</b>	<p><u>Context:</u> Identifying overlapping, outdated or burdensome regulations is a key responsibility of all regulators. However, departments responsible for a large number of regulations that need to be modernized may not have the resources or time required to amend all of them at the same time. As such, revisions or updates must be prioritized.</p> <p><u>Challenge:</u> Regulators consider a number of criteria when determining whether and when a particular regulation will be revised and in what order, including mitigating health and safety risks, improving socio-economic outcomes, political priorities, legal risks, stakeholder support/opposition etc. While some of these factors may be more difficult to determine with AI, analytics and machine learning may be appropriate and effective in evaluating the complexity of the regulation, alignment with relevant international regulations, overlap with similar provincial regulations, level of prescriptively, and whether specific sections of regulations have been subject to court challenges.</p> <p>Some departments such as Innovation Science and Economic Development (ISED) have a large diverse portfolio (i.e., 16 organizations with responsibility for approximately. 57 Acts and 139 regulations) spanning bankruptcy, consumer affairs, copyright, investment, industrial design, national security, not-for-profit corporations, patents, telecommunication, internal trade, trademarks, and weights and measures, among others. ISED is also responsible for approximately 22 service standards for high-volume regulatory authorizations. A REP solution would help regulators within ISED take better stock of the department's regulations and support priority setting, including from the perspective of: the prescriptiveness of ISED's Acts and Regulations; their currency or outdatedness; their alignment with the regimes of Canada's trading partners; and their complexity.</p> <p><b><u>TEST CASE SCENARIO</u></b></p> <p>1.0 Functionality Assessed</p> <p>Design and build analytical module(s) that enable users to:</p>



		<ul style="list-style-type: none"><li>a) Cluster, classify, pattern and apply semantic analysis in order to identify outdated regulations or requirements</li><li>b) Conduct analysis on characteristics, trends and impacts of a regulation or group of regulations and information based on user-identified parameters.</li></ul> <p>The REP solution should allow users to be able to complete the following tasks:</p> <ul style="list-style-type: none"><li>a. Identify and compile information on the age, prescriptivity, use of conflicting, overlapping or outdated terminology, links to other regulations and whether the regulation has been subject to a court challenge and</li><li>b. Prioritize regulations for modernization based on user defined filters and setting for the prevalence of the above required characteristics based on a recommended methodology provided by the contractor.</li></ul> <p>2.0 Test case requirements to be assessed</p> <p>Part A – ISED Case</p> <ul style="list-style-type: none"><li>1. Find all 139 regulations under the purview of ISED (as provided in the data sources 3.0) among the federal stock (2600 regulations)</li><li>2. Compile metrics on the ISED regulations compared to the broader federal regulatory stock in terms of number of regulations that have been updated within the last 5 years, 10, 25, or more than 25 years since update.</li><li>3. Generate a rank order list of the 139 regulations in terms of priority for potential modernization that considers age, prescriptivity, use of conflicting, overlapping or outdated terminology based upon the contractors suggested methodology</li><li>4. Provide user ability to alter the list of priority regulations for modernization by manipulating user defined filters or settings for the methodology provided by the contractor</li><li>5. Generate tables summarizing results of the above analysis</li><li>6. Generate a network graph visualizing linkages between the 139 ISED regulations and the overall stock of 2600 federal regulations</li><li>7. Generate an output file for above analysis for import into MS Excel</li></ul> <p>Part B – ECCC Case</p> <ul style="list-style-type: none"><li>1. Find all 78 regulations under the purview of ECCC (as provided in the data sources 4.0) among the federal stock (2600 regulations)</li><li>2. Compile metrics on the ECCC regulations alone as well as compared to the broader federal regulatory stock in terms of the number and name of the regulations that have been updated within the last 5 years, 6-10, 11-25, or more than 25 years since last update</li><li>3. Generate a rank order list of ECCC regulations in terms of priority for potential modernization that considers age, prescriptivity, use of conflicting, overlapping or outdated</li></ul>
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		<p>terminology based upon the contractors suggested methodology.</p> <ol style="list-style-type: none"><li>4. Provide user ability to alter the list of priority regulations for modernization by manipulating user defined filters or settings for the methodology provided by the contractor</li><li>5. Provide user ability to search across ECCC regulations and categorize them by a number of different features and characteristics to be defined by the user [e.g. chemical/substance/species name, age of regulation, type of regulation, reporting/permitting requirements, type of environmental and risk management objective (e.g. air emissions, water effluent, land-based releases), geographic location, target dates, sector impacted, etc.]</li><li>6. Provide user ability to search ECCC's stock of regulations to find user-identified regulatory text and in the results display the actual paragraph of the regulation in which the words were found</li><li>7. Ability to save "queries" for future use</li><li>8. Generate separate tables summarizing the results of the above analysis (items 3, 4, and 5)</li><li>9. Generate network graphs visualizing linkages between the stock of ECCC regulations alone and as well as with the overall stock of 2600 federal regulations</li><li>10. Generate output files for the above analysis for export into MS Excel</li></ol> <p>3.0 Data Sources and Information:</p> <p>Mandatory</p> <ul style="list-style-type: none"><li>• See statement of work 6.2.</li></ul> <p>Optional</p> <ul style="list-style-type: none"><li>• <a href="#">Departmental Results Report 2017-18</a></li><li>• <a href="#">ISED Acts and Regulations</a> (including forward regulatory plan, service standards, interpretation policy an administrative burden baseline)</li><li>• <a href="#">ISED website and links to regulatory portfolio partners etc.</a></li><li>• Final report: Economic Strategy Tables <a href="#">Seizing Opportunities for Growth</a></li><li>• <a href="#">TBS annual report to Parliament</a> (start on page 29, administrative burden counts)</li><li>• <a href="#">Cabinet Directive on Regulations: Policies, guidance and tools</a></li><li>• Summary Fall Economic Statement - Government of Canada Regulatory Modernization Commitments (attached)</li></ul>
<p><b>2. Consequential impacts</b></p> <p>Consequential impacts of proposed amendments and linkages among regulations</p>	<p><b><u>Mandatory</u></b></p>	<p><u>Context:</u> Proposed amendments to existing legislation or regulation often result in consequential amendments. These are amendments that have to be made to another part of the regulation or to a completely different regulation as a result of the original intended amendment.</p> <p><u>Challenge:</u></p>



		<p>Determining the impact of a particular regulatory change on other regulations can be tedious and time consuming task, subject to human error, and requires that individuals have some knowledge or expertise on how different regulations are interrelated. Prior to making a change to the definition of a word, analysts must assess all the instances of where that word is used, including the context within which it was used, as well as whether other regulations reference sections of the regulation that use that word. This process may have to be repeated to ensure that this consequential change does not trigger further changes in other areas. This process would have to be repeated until all impacted regulations have been identified.</p> <p>For example, many regulations and statutes rely on terms defined in other regimes (e.g. “environment” as defined in CEPA, 1999, “airport” as defined in the Aeronautics Act, etc.). Many other regimes rely on broader concepts established in other regulations or Acts (e.g. Regulation/Act X applies to an operator or facility that is subject to the regime in Regulation/Act Y)</p> <p><b><u>TEST CASE SCENARIO</u></b></p> <p>1.0 Functionality Assessed</p> <p>Apply machine learning, natural language processing to search and find user-identified regulatory text or specific regulations and related or relevant regulations according to user-defined themes and queries.</p> <p>The REP solution should allow user to conduct analysis on use of specific words and terms (as identified by the user), to identify whether other regulations use that same term and if it has been defined differently or used differently in other areas, etc. Moreover, the REP solution should allow the user, when considering removing or modifying a section of a regulation, to figure out what other provisions in the statute book (i.e. the various acts and regulations taken together) apply to the same activity or subject to which the provision being amended applies.</p> <p>2.0 Test case requirements to be assessed</p> <ul style="list-style-type: none"><li>• Find all references to words xxx among the federal stock (2600 regulations)</li><li>• Compile a tabular report listing all references to the words xxxx by regulation and the actual paragraph within which the words were used</li><li>• Generate a network graph visualizing linkages between regulations that used the words xxxx</li><li>• Generate an output file for above analysis for import into MS Excel</li></ul> <p>3.0 Data Sources and Information</p> <p>Mandatory</p> <ul style="list-style-type: none"><li>• See statement of work 6.2.</li></ul>
3. Cumulative Impacts	<b><u>Mandatory</u></b>	<u>Context:</u>



<p>Cumulative burden and impacts</p>		<p>Mapping cumulative burden (i.e. cost and administrative impact) across jurisdictions has been a long-standing challenge for regulators. Canada-wide, many businesses operate multiple business lines, spanning many sectors (NAICs codes), various regions and jurisdiction (foreign, federal, provincial-territorial (FFPT)).</p> <p><u>Challenge:</u></p> <p>Gaining a greater understanding of the cumulative impact of regulations and impacts on innovation and growth is time and labour intensive, requiring significant engagement of federal departments, other jurisdictions, and research and analysis of disparate sources (e.g., Department of Justice website, Treasury Board of Canada Secretariat (TBS) and departmental websites).</p> <p>In the Agrifood-Agriculture space, for example, approximately 28 Acts and 246 regulations fall under the purview of Agriculture and Agri-Food Canada and the Canadian Food Inspection Agency, although some experts estimate that there are upwards of 130,000 federal requirements that potentially impose an administrative and cost burden on business. Moreover, Statistics Canada estimates that Ontario alone oversees more than 380,000 regulations. Improving understanding cumulative interjurisdictional cost and administrative burden would provide valuable input to policy proposals and advice.</p> <p><b><u>TEST CASE SCENARIO</u></b></p> <p>1.0 Functionality Assessed</p> <p>Design/build analytical module(s) that enable REP users to extract, compile and visually map regulatory requirements and the level of regulatory burden for identified industry or sectors (e.g. by NAICS code), size of business (e.g., small business) or groups of stakeholders as defined by users.</p> <p>The REP solution should allow end users to compile information and visually map both the number and characteristics of FPT regulations, for a given NAICs (3-digit or more) that would yield insight on cumulative interjurisdictional regulatory burden, and the corresponding impacts on business. The REP solution will be assessed on its ability to map federal regulations along a specific segment of the agriculture sector (i.e., beef and canola) based on the given data and information provided.</p> <p>2.0 Test case requirements to be assessed</p> <p>Part A – AAFC Case</p> <ul style="list-style-type: none"><li>• Find all federal, provincial and territorial regulations and related burden data that apply to beef and canola-oilseeds (NAICS 112110 &amp; 111120) directly and indirectly.</li><li>• Import data files produced by external tools on the characteristics of documents (e.g., cost to purchase) incorporated by reference into relevant regulations.</li></ul>
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		<ul style="list-style-type: none"> <li>• Compile a report summarizing the total number of federal and provincial regulations that apply to the sector and requirements that apply.</li> <li>• Generate a charts or graph visualizing the quantity and degree of regulatory burden.</li> <li>• Generate an output file for above analysis for import into MS Excel.</li> </ul> <p>NAICS code overview for context and background information: <a href="https://www.statcan.gc.ca/eng/subjects/standard/naics/2017/index">https://www.statcan.gc.ca/eng/subjects/standard/naics/2017/index</a></p> <p>Part B – ECCC Case</p> <ul style="list-style-type: none"> <li>• Find all federal, provincial and territorial regulations and related burden data that apply to chemical manufacturing (NAICS 325), petroleum manufacturing (NAICS 324) and transportation equipment manufacturing (NAICS 336). Provide the ability to filter the results by jurisdiction (e.g. just ECCC regulations; just Ontario; ECCC and Ontario, BC and Alberta; etc.).</li> <li>• Import data files produced by external tools on the characteristics of documents (e.g., cost to purchase) incorporated by reference into relevant regulations.</li> <li>• Compile a report summarizing the total number of federal and provincial regulations and the requirements that apply to each sector.</li> <li>• Generate charts or graphs visualizing the quantity and degree of regulatory burden.</li> <li>• Generate an output file for above analysis for import into MS Excel.</li> </ul> <p>3.0 Data Sources and Information</p> <p>Mandatory</p> <ul style="list-style-type: none"> <li>• See statement of work 6.2.</li> </ul> <p>Optional</p> <ul style="list-style-type: none"> <li>• Cattle (beef) NAICS 112110 6 digit code: <a href="http://www23.statcan.gc.ca/imdb/p3VD.pl?Function=getVD&amp;TVD=1181553&amp;CVD=1182006&amp;CPV=11211&amp;CST=01012017&amp;CLV=4&amp;MLV=5">http://www23.statcan.gc.ca/imdb/p3VD.pl?Function=getVD&amp;TVD=1181553&amp;CVD=1182006&amp;CPV=11211&amp;CST=01012017&amp;CLV=4&amp;MLV=5</a></li> <li>• Canola and other oilseed NAICS 111120 6 digit code: <a href="http://www23.statcan.gc.ca/imdb/p3VD.pl?Function=getVD&amp;TVD=1181553&amp;CVD=1182718&amp;CPV=111120&amp;CST=01012017&amp;CLV=5&amp;MLV=5">http://www23.statcan.gc.ca/imdb/p3VD.pl?Function=getVD&amp;TVD=1181553&amp;CVD=1182718&amp;CPV=111120&amp;CST=01012017&amp;CLV=5&amp;MLV=5</a></li> </ul>
<p><b>4. Compiling multiple sources of data related to a regulation(s)</b></p> <p>Compiling multiple sources of data and finding patterns in unstructured data</p>	<b>Optional</b>	<p><u>Context:</u> Advanced analytics and machine learning have an important role to play in enabling regulators to combine multiple sources of info and data to assess the effectiveness of regulations in achieving their stated objectives. Regulators currently rely on a number of websites, on-line forums, and open data forums to scan the regulatory environment and gain access to regulatory data and information both within and outside of Canada.</p> <p><u>Challenge:</u></p>



		<p>No comprehensive platform currently exists for federal departments and agencies to house results of scans of the global regulatory environment for publicly available machine readable data and online information relevant to a Canadian regulation or regulatory issue. The absence of an analytics platform to gather and analyze information on how other comparable regulators are adopting or implementing regulations, including the characteristics and attributes of those regulations, would support the ability of regulators to pursue new interventions that meet regulatory objectives.</p> <p>Transport Canada, for example, follows regulatory developments in the US, and participates at the UN's World Forum for Harmonization of Vehicle Regulations. The Forum's website is the main tool for TC to scan the global regulatory environment for vehicle regulation information in addition to other tools (e.g. Interregs). Moreover, within the domain of road vehicle data, a number of open data sets and public information exists on autonomous vehicles or vehicle recalls. However, no analytical platform exists to combine and relate these sources of data with the characteristics and attributions of the acts or regulations to which they apply.</p> <p><b><u>TEST CASE SCENARIO</u></b></p> <p><u>Note: The functionality contained below will be assessed as a pointed rated technical criteria and is not considered mandatory for acceptance of the solution.</u></p> <p><b>1.0 Functionality Assessed</b></p> <p>Design/build analytical module(s) that combine multiple sources of information and data that would, when combined with regulatory text, yield insight into the effectiveness of regulations in achieving their stated objectives (i.e., apply machine readable text and other inputs from a variety of sources that could provide context or indicators of the impact on regulated parties, stakeholders and the public);</p> <p>The REP solution should have the capability to: 1) import foreign, provincial and territorial regulations that are available in machine-readable format and 2) import datasets that are related or relevant to a regulation(s) or results in order to allow users identify patterns in unstructured data to inform regulatory or policy interventions.</p> <p><b>2.0 Test case requirements to be assessed</b></p> <ol style="list-style-type: none"><li>1. Find all federal and provincial vehicle regulations as provided in 3.0</li><li>2. Import foreign vehicle regulations as provided in 3.0</li><li>3. Import vehicle recall data as provided in 3.0.</li><li>4. Analyze trends in regulatory change and trends in vehicle recalls etc.</li><li>5. Generate an output file for above analysis for import into MS Excel.</li></ol> <p><b>3.0 Data Sources and Information</b></p>
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		<p>Mandatory</p> <ul style="list-style-type: none"><li>• See statement of work 6.2.</li></ul> <p>Optional</p> <ul style="list-style-type: none"><li>• UN World Forum for Harmonization of Vehicle Regulations (WP.29) <a href="https://www.unece.org/trans/main/wp29/introduction.html">https://www.unece.org/trans/main/wp29/introduction.html</a></li><li>• Autonomous Vehicles and self-driving data <a href="http://bdd-data.berkeley.edu/">http://bdd-data.berkeley.edu/</a></li><li>• Vehicle recall databases on the Open Government portal (<a href="https://open.canada.ca/data/en/dataset/1ec92326-47ef-4110-b7ca-959fab03f96d">https://open.canada.ca/data/en/dataset/1ec92326-47ef-4110-b7ca-959fab03f96d</a>)</li></ul>
<b>5.Comparative Analysis across jurisdictions</b>	<b><u>Mandatory</u></b>	<p><u>Context:</u></p> <p>The ability to compare the characteristics and attributes of individual regulations and groups of regulations from one jurisdiction to another (e.g. federal versus provincial or foreign against federal and provincial (i.e. Canada)) is a key task and ongoing concern of regulators. Under the Cabinet Directive on Regulations, departments and agencies must examine regulations from the perspective of, among others, alignment of regulatory approaches and outcomes with key trading partners in order to reduce the regulatory burden on Canadian business, while maintaining or improving the health, safety, security, social and economic well-being of Canadians, and protecting the environment.</p> <p><u>Challenge:</u></p> <p>The stock of regulations that could be compared between federal, provincial and U.S. regulations is very large and constantly evolving. Assessing opportunities for inter-jurisdictional alignment of regulations, particularly through the lens of impacts on specific sectors of the economy and small business, could be accelerated through advanced analytics and machine learning. A summer 2018 study by Mercatus (George Washington University) created a comprehensive listing for example, of federal-provincial-territorial and U.S regulations in machine readable format (see data sources). Without a platform for comparative analysis of this data, it will be difficult for Canadian regulators to extract deeper and practical insights to inform regulatory alignment and coordination activities.</p> <p><b><u>TEST CASE SCENARIO</u></b></p> <p>1.0 Functionality Assessed</p> <p>Design and build solution with the functionality to search and identify comparable regulations that apply to user-specified parameters at: 1) federal level (across departments or agencies) and 2) cumulatively across jurisdictions (e.g., foreign, federal, and provincial/territorial);</p>



		<p>The REP solution should, based upon an identified methodology, allow for assessment and reporting on the degree of similarity or differences between regulations through calculated of scores or measure.</p> <p>2.0 Test case requirements to be assessed</p> <ol style="list-style-type: none"><li>1. Find all regulations in Canada and the U.S</li><li>2. Generate a rank order list of regulations for the Canada and U.S. that are the highest in terms of similarity of content</li><li>3. Estimate cumulative number of regulations that require a licence to operate in in Canada and the U.S.</li><li>4. Generate tables and charts or graphs summarizing results of the above analysis</li><li>5. Generate an output file for above analysis for import into MS Excel.</li></ol> <p>3.0 Data Sources and Information</p> <p>Mandatory</p> <ul style="list-style-type: none"><li>• See statement of work 6.2.</li></ul> <p>Optional</p> <ul style="list-style-type: none"><li>• Mercatus – quantgov data.</li></ul>
<p><b>6.Connecting Legislation and Regulation to Service Delivery</b></p> <p>Inserts and comments to acts and regulations to improve analysis and support broader regulatory design and management objectives over time.</p>	<p><b>Optional</b></p>	<p><u>Context:</u></p> <p>Datasets and underlying structures for acts and regulations must be designed for AI based analytics platforms so that they can be sufficiently flexible to leverage and receive human input and expert knowledge and to connect to the broader suite of regulatory design, oversight, regulatory management and service delivery activities.</p> <p><u>Challenge/Issue:</u></p> <p>Research and understanding on the application of computational linguistics and semantic analysis to legislation and regulatory text is relatively new, and understanding of practical application for regulators, legislative drafters and stakeholders will continue to evolve. Algorithms, tools and platforms for analysis or acts and regulations will need to be very flexible and designed to:</p> <ol style="list-style-type: none"><li>1) receive expert input from users;</li><li>2) adjust based on verification of outputs by users; and</li><li>3) adjust key input parameters for methodologies to support research and evolving research findings.</li></ol> <p>Moreover, beyond design, coming into force and monitoring of acts and regulations, it is important that they support regulatory management and service delivery objectives. Studies by the New Zealand government, for example, found that machine consumable legislation that is co-developed with a variety of uses (policy analysts, legislative drafters, service designers and software developers) enables legislation, business rules, and service delivery software to be developed in parallel, ensuring consistency of application, and significantly speeding up the service delivery to people, increases the opportunities to</p>



	<p>automate and integrate service delivery (including through the use of artificial intelligence). However, regulatory organization at a national or state level may use different tools, systems and coding structures that prevent common and consistent use of acts and regulations in machine readable format, thereby restricting the broader potential use and applications to compliance monitoring, verification and service delivery.</p> <p>A REP solution, that ingests or imports foreign, federal, provincial-territorial in machine readable process, that would be subject to an review of data architecture (meta data, labelling and constraints) could be complemented by the ability of users to engage in supervised learning to improve the efficiency of algorithms for regulatory analysis (clustering/network analysis, semantic analysis) as well as insertion of pseudo code, comments and labels to support downstream delivery and regulatory management objectives.</p> <p><b><u>TEST CASE SCENARIO</u></b></p> <p>1.0 Functionality Assessed</p> <p><u>Note: The functionality contained below will be assessed as a pointed rated technical criteria and is not considered mandatory for acceptance of the solution.</u></p> <p>Ability to insert comments, commentary or “tag” data elements identified in queries which should also facilitate building of a solution and data architecture that better responds to the needs of the user over time;</p> <p>2.0 Test case requirements to be assessed:</p> <ol style="list-style-type: none"><li>1. Find Act xxx and Regulation yyyy</li><li>2. Locate provision xxx...</li><li>3. Insert the following text: fakfhksaofsohf.</li><li>4. Generate a tabular report summarizing above labelling and insertion of comments into the dataset</li><li>5. Generate an output file for the above Act and regulation in XML format</li></ol> <p>3.0 Data Sources and Information</p> <p>Mandatory</p> <ul style="list-style-type: none"><li>• See statement of work 6.2.</li></ul> <p>Optional</p> <ul style="list-style-type: none"><li>• See statement of work 6.3.</li></ul>
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## Appendix 2 to Annex B

### CATEGORIES OF WORK AND DESCRIPTIONS

CATEGORY OF WORK	DESCRIPTION
Application/ Software Architect	Responsibilities could include but are not limited to: <ul style="list-style-type: none"><li>• Develop technical architectures, frameworks and strategies, either for an organization or for a major application area, to meet the business and application requirements</li><li>• Identify the policies and requirements that drive out a particular solution</li><li>• Analyze and evaluate alternative technology solutions to meet business problems</li><li>• Ensures the integration of all aspects of technology solutions</li><li>• Monitor industry trends to ensure that solutions fit with government and industry directions for technology</li><li>• Analyze functional requirements to identify information, procedures and decision flows</li><li>• Evaluate existing procedures and methods, identify and document database content, structure, and application sub-systems, and develop data dictionary</li><li>• Define and document interfaces of manual to automated operations within application sub-systems, to external systems and between new and existing systems</li><li>• Define input/output sources, including detailed plan for technical design phase, and obtain approval of the system proposal</li><li>• Identify and document system specific standards relating to programming, documentation and testing, covering program libraries, data dictionaries, naming conventions, etc.</li><li>•</li></ul>
Programmer/ Software Developer	Responsibilities could include but are not limited to: <ul style="list-style-type: none"><li>• Develop and prepare diagrammatic plans for solution of business, scientific and technical problems by means of computer systems of significant size and complexity</li><li>• Analyze the problems outlined by the systems analysts/designers in terms of such factors as style and extent of information to be transferred to and from storage units, variety of items to be processed, extent of sorting, and format of final printed results</li><li>• Select and incorporate available software programs</li><li>• Design detailed programs, flow charts, and diagrams indicating mathematical computation and sequence of machine operations necessary to copy and process data and print the results</li><li>• Translate detailed flow charts into coded machine instructions and confer with technical personnel in planning programs</li><li>• Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel</li><li>• Correct program errors by revising instructions or altering the sequence of operations</li><li>• Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference</li></ul>
Tester	Responsibilities could include but are not limited to: <ul style="list-style-type: none"><li>• Test planning and coordination</li><li>• Supervision of testing in accordance with the plan</li></ul>



	<ul style="list-style-type: none"><li>• Management and monitoring of test plans for all levels of testing</li><li>• Management of walkthroughs and reviews related to testing and implementation readiness</li><li>• Status reporting</li><li>• Development of test scenarios and test scripts</li><li>• Establishing and maintaining source and object code libraries for a multi-platform, multi-operating system environment</li><li>• Establishing software testing procedures for unit test, integration testing and regression testing with emphasis on automating the testing procedures</li><li>• Establishing and operating "interoperability" testing procedures to ensure that the interaction and co-existence of various software elements, which are proposed to be distributed on the common infrastructure, conform to appropriate departmental standards (e.g. For performance, compatibility, etc.) and have no unforeseen detrimental effects on the shared infrastructure</li><li>• Establishing a validation and verification capability which assumes functional and performance compliance</li></ul>
Web Developer	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Develop and prepare diagrammatic plans for web based service delivery over the internet</li><li>• Analyze the problems outlined by systems analysts/designers in terms of such factors as style and extent of information to be transferred across the internet</li><li>• Select and use the best available web development tools for linking the internet based client to the departmental "back end" information delivery programs and databases</li><li>• Design high-usability web pages to meet the requirement</li><li>• Verify accuracy and completeness of programs by preparing sample data, and testing them by means of system acceptance test runs made by operating personnel</li><li>• Correct program errors by revising instructions or altering the sequence of operations</li><li>• Test instructions, and assemble specifications, flow charts, diagrams, layouts, programming and operating instructions to document applications for later modification or reference</li></ul>
Web Graphics Designer	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Create web pages including graphic design</li><li>• Develop and implement usability tests, analyses result and modify design accordingly</li><li>• Develop flowcharts (web site flow maps) depicting navigation and content</li><li>• Develop line drawings or block diagrams illustrating the priority of information, links, navigation and space requirements</li><li>• Develop content diagrams showing the interactive connection between pages</li><li>• Develop interactive prototypes showing basic form and functionality used for both usability testing and presentations</li></ul>
Data Conversion Specialist	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Oversee all facilities of the conversion process.</li><li>• Complete mapping, interfaces, mock conversion work, enhancements, actual conversion, and verify completeness and accuracy of converted data.</li><li>• Establish a strong working relationship with all clients, interact effectively with all levels of client personnel, and provide conversion support.</li><li>• Analyze and coordinate data file conversions</li><li>• Work with importing files from heterogeneous platforms</li></ul>





Database Modeller/ Information Management Modeller	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• The Data Architect has both strategic and tactical responsibility for developing and maintaining the Architecture and Data Models for corporate and project specific initiatives. This responsibility includes the identification of data most valuable to the department, the integration of this data, and the development of core relating data models. The resulting data models will be based on data architecture and modeling design principles and tenets</li><li>• Design, develop and maintain Logical Data Models</li><li>• Analyze proposed changes to databases from the context of the Logical Data Model.</li><li>• Provide technical expertise in the use and optimization of data modeling techniques to team members</li><li>• Provide technical assistance, guidance and direction in terms of data analysis and modeling to team members</li><li>• Provide assistance to project team and business users relating to data issues and data analysis concepts</li><li>• Participate in the development of data modeling and metadata policies and procedures</li><li>• Participate in data analysis as a result of new/updated requirements</li><li>• Apply approved changes to logical data models</li><li>• Comply with corporate data architectures, strategies and frameworks, including enterprise data warehouse activities</li><li>• Analyze and evaluate alternative data architecture solutions to meet business problems/requirements to be incorporated into the corporate data architecture</li><li>• Review corporate architecture strategies and directions, data requirements, and business information needs and devise data structures to support them</li><li>• Improve modeling efficiency through recommendations on how to better utilize current metadata repositories</li><li>• Comply with corporate repository metadata directions</li><li>• Provide input to refinement of data architectures</li><li>• Participate in data architecture refinement</li><li>• Define access strategies</li><li>• Construct, monitor and report on work plans and schedules</li></ul>
Business Analyst	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Develop and document statements of requirements for considered alternatives</li><li>• Perform business analyses of functional requirements to identify information, procedures, and decision flows</li><li>• Evaluate existing procedures and methods, identify and document items such as database content, structure, application subsystems</li><li>• Define and document interfaces of manual to automated operations within application subsystems, to external systems, and between new and existing systems</li><li>• Establish acceptance test criteria with client</li><li>• Support and use the selected departmental methodologies</li></ul>
Technical Writer	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Document help text, user manuals, technical documentation, web page content, etc</li><li>• Review documentation standards and the existing project documentation</li><li>• Determine documentation requirements and makes plans for meeting them</li><li>• Gather information concerning the features and functions provided by the developers</li><li>• Assess the audience for the documents/manuals which are required and prepare a statement of purpose and scope for each</li></ul>



	<ul style="list-style-type: none"><li>• Develop a table of content for each document/manual and write or edit the required content</li><li>• Investigate the accuracy of the information collected by making direct use of the material being documented</li><li>• Prepare or coordinate the preparation of any required illustrations and diagrams</li><li>• Design the layout of the documents/manuals</li><li>• Use word-processing, desk-top publishing and graphics software packages to produce final camera-ready copy</li></ul>
Project Coordinator	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Assist project management and data processing professionals, technical users and end users in project coordination and synchronization tasks</li><li>• Provide administrative and technical support of a clerical nature as required to a project team</li><li>• Assist in performing such tasks as maintaining project documentation and application/system libraries</li><li>• Act as the first or single point of contact in a "hot-line" situation by accepting incoming calls, logging calls, attempting to resolve simple problems and following established procedures for more difficult problems</li><li>• Track project change requests</li><li>• Maintain and updates relevant project information in manual and/or electronic files; project information might include such things as project activity schedule, status reports, correspondence</li><li>• Use computer tools, aids, system control languages on PCs, minis, or mainframes to perform work</li><li>• Communicate with project management and data processing professionals, technical users and end users on administrative matters related to the project</li></ul>
Project Manager	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Manage several Project Managers, each responsible for an element of the project and its associated project team</li><li>• Manage the project during the development, implementation and operations startup by ensuring that resources are made available and that the project is developed and is fully operational within previously agreed time, cost and performance parameters</li><li>• Formulate statements of problems; establishes procedures for the development and implementation of significant, new or modified project elements to solve these problems, and obtains approval thereof</li><li>• Define and document the objectives for the project; determine budgetary requirements, the composition, roles and responsibilities and terms of reference for the project team</li><li>• Report progress of the project on an ongoing basis and at scheduled points in the life cycle</li><li>• Meets in conference with stakeholders and other project managers and states problems in a form capable of being solved</li><li>• Prepare plans, charts, tables and diagrams to assist in analyzing or displaying problems; work with a variety of project management tools</li><li>• Project sign-off</li></ul>
Quality Assurance Specialist/Analyst	<p>Responsibilities could include but are not limited to:</p> <ul style="list-style-type: none"><li>• Lead development of test plans, test scripts and test data</li><li>• Participate in functional and technical design reviews, perform integration/functional and system testing, and verify test results</li><li>• Identify and document software defects</li><li>• Participate with other project resources to resolve defects</li><li>• Perform regression testing of software applications</li></ul>



## ANNEX C

### METHOD AND BASIS OF PAYMENT

#### 1. Core Work

##### 1.1 Stage II - Core Work to develop and deliver a REP Software Solution Prototype

**Table 1** - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article 7.1 Stage II: Develop and deliver a REP Software Solution Prototype of the Statement of Work in Annex B, including 25 temporary Subscription User Licenses to access and use the REP Software Solution Prototype for evaluation purposes during the initial contract period:

Item #	Description	Due Date	Firm All-Inclusive Price
1	Deliverable No. 8.1.1, 8.1.2, 8.1.3, 8.1.4 and 8.1.5 of the Statement of Work in Annex B	65 business days following date of Contract	\$

#### 2. Optional Goods and Services

##### 2.1 Stage III – Finalization and delivery the REP Software Solution

###### 2.1.1 Optional Work Package 1 - Stage III - A

###### 2.1.1.1 - Finalization of the REP Software Solution

**Table 2** - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article Stage III - A Finalization of the REP solution of the Statement of Work in Annex B:

Item #	Description	Due Date	Firm All-Inclusive Price
1	Deliverable No. 8.2.1, 8.2.2, 8.2.3, 8.2.4 and 8.2.5 of the Statement of Work in Annex B	100 business days from acceptance of updated IRSS Plan	\$

###### 2.1.2 Optional Work Package 2 - Stage III - B

###### 2.1.2.1 Delivery of Final REP Solution

**Table 3** - Firm all-inclusive price for Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training) as described in the Statement of Work in Annex B:

Item #	Description	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 April 1, 2021- March 31, 2022
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Annual Software as a Service Subscription User License for 200 Users	\$	\$

**Table 4** - Firm all-inclusive price for Training as detailed in the Statement of Work in Annex B:

Item #	Description	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 April 1, 2021- March 31, 2022
		Firm All-Inclusive Price	Firm All-Inclusive Price
(A)			



	(B)	(C)	(D)
1	Training	\$	\$

**Table 5** - Firm all-inclusive price for Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training) as described in the Statement of Work in Annex B:

Item # (A)	Description (B)	Option Period 3 April 1, 2022- March 31, 2023	Option Period 4 April 1, 2023- March 31, 2024
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Annual Software as a Service Subscription User License for 200 Users	\$	\$

**Table 6** - Firm all-inclusive price for Training as detailed in the Statement of Work in Annex B:

Item # (A)	Description (B)	Option Period 3 April 1, 2022- March 31, 2023	Option Period 4 April 1, 2023- March 31, 2024
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Training	\$	\$

#### 2.1.2.2 Optional Additional Annual Subscription User Licenses

**Table 7** - Firm all-inclusive price per user for Optional Additional Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support as described in Statement of Work in Annex B:

Item # (A)	Description (B)	Unit of Measure (C)	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 - April 1, 2021- March 31, 2022	Option Period 3 - April 1, 2022- March 31, 2023	Option Period 4 - April 1, 2023- March 31, 2024
			Firm All-Inclusive Price per user (D)	Firm All-Inclusive Price per user (E)	Firm All-Inclusive Price per user (F)	Firm All-Inclusive Price per user (G)
1	Optional Additional Annual Subscription User Licenses*	Per User	\$	\$	\$	\$

#### 2.1.2.2.1 Task Authorized Work

**Table 8** - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an “as and when requested basis” as described in Statement of Work in Annex B:



Item #	Category of Work	Option Period 1 April 1, 2020-March 31, 2021	Option Period 2 - April 1, 2021-March 31, 2022	Option Period 3 - April 1, 2022-March 31, 2023	Option Period 4 - April 1, 2023-March 31, 2024
(A)	(B)	Firm All-Inclusive Price per user (C)	Firm All-Inclusive Price per user (D)	Firm All-Inclusive Price per user (E)	Firm All-Inclusive Price per user (F)
1	Application/ Software Architect	\$	\$	\$	\$
2	Programmer/ Software Developer	\$	\$	\$	\$
3	Tester	\$	\$	\$	\$
4	Web Developer	\$	\$	\$	\$
5	Web Graphics Designer	\$	\$	\$	\$
6	Data Conversion Specialist	\$	\$	\$	\$
7	Database Modeller/ Information Management Modeller	\$	\$	\$	\$
8	Business Analyst	\$	\$	\$	\$
9	Technical Writer	\$	\$	\$	\$
10	Project Coordinator	\$	\$	\$	\$
11	Project Manager	\$	\$	\$	\$
12	Quality Assurance Specialist/ Analyst	\$	\$	\$	\$

### 3. Method of Payment

#### 3.1 Advance Payment - For Annual and Additional Annual Subscription User Licenses

Canada will pay the Contractor in advance for the Work if:

- 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;
- all such documents have been verified by Canada.

#### 3.2 Multiple Payment – For Stage II, Stage III - A Stage III - B Training and Task Authorized Work

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- 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;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.



## ANNEX D TASK AUTHORIZATION (TA) FORM

<b>Contractor:</b>		<b>Contract Number:</b>		
<b>Commitment: #</b>		<b>Financial Coding:</b>		
<b>Task Number</b> (Amendment):		<b>Issue Date:</b>	<b>Response Require By:</b>	
<b>1. Statement of Work (Work Activities, Certifications and Deliverables)</b>				
See attached for Statement of Work and Certifications required.				
<b>2. Period of Service:</b>	<b>From</b> (Date)		<b>To (Date)</b>	
<b>3. Work Location:</b>				
<b>4. Travel Requirements:</b>				
<b>5. Language Requirement:</b>				
<b>6. Other Conditions/Constraints:</b>				
<b>7. Level of Security Clearance required for the Contractor Personnel:</b>	N/A			
<b>8. Contractor's Response:</b>				
<b>Category and Name of Proposed Resource</b>	<b>PWGSC Security File Number</b>	<b>Per Diem Rate</b>	<b>Estimated # of Days</b>	<b>Total Cost</b>
	N/A			
	N/A			
	N/A			
	N/A			
	N/A			
<b>Estimated Cost</b>				
<b>Applicable Taxes</b>				
<b>Total Labour Cost</b>				
<b>Ceiling Price TA</b>				
<b>Contractor's Signature</b>				



<p>Name, Title and Signature of Individual Authorized to sign on behalf of the <b>Contractor</b> (type or print)</p> <p>_____</p>	<p>Signature:</p> <p>_____</p> <p>Date:</p> <p>_____</p>
<p><b>Approval – Signing Authority</b></p>	
<p><b>Signatures (Client)</b></p> <p>Name, Title and Signature of Individual Authorized to sign:</p> <p>Technical Authority:</p> <p>_____</p> <p>Date:</p> <p>_____</p>	<p><b>Signatures (PWGSC)</b></p> <p>Contracting Authority <sup>1</sup>:</p> <p>_____</p> <p>Date:</p> <p>_____</p>
<p><sup>1</sup> Signature required for TA valued at \$ _____ or more, Applicable Taxes included.</p>	
<p>You are requested to sell to her Majesty the Queen in Right of Canada, in accordance with the terms and conditions set out herein, referred to herein, or attached hereto, the services listed herein and in any attached sheets at the price set out thereof.</p>	





## Attachment 1

### Solicitation Definitions and Interpretations

In this Solicitation, unless the context otherwise requires, the following terms shall have the following meanings:

**“Band 1”** means Work up to \$500K before taxes

**“Band 2”** means Work up to \$4M before taxes

**“Band 3”** means Work up to \$9M before taxes

**"Bidder"** means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

**"former public servant"** is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

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

**“Joint Venture”** means an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement.

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

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



## Attachment 2

### Bid Submission Form

<b>1. BIDDER INFORMATION</b>			
<b>A. Bidder's full legal name</b>			
<i>Note to Bidders: The "Bidder" is the person or entity (or, in the case of a joint venture, the persons or entities) submitting the bid. If the Bidder is a joint venture, indicate the lead party. Bidders who are part of a corporate group should take care to identify the correct corporation as the Bidder.</i>			
Name:			
<b>Bidder's mailing address</b>	Address:		
	City:		Province:
	Postal Code:		
<b>B. Bidder's Procurement Business Number (PBN)</b>			
<i>Note to Bidders: Please ensure that the PBN provided matches the legal name of the Bidder. 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>			
PBN:			
<b>C. Identification of Joint Venture Parties</b>			
<i>Note to Bidders: If the bid is submitted on behalf of a joint venture, please provide:</i>			
a. the name of each member of the joint venture;			
b. the PBN of each member of the joint venture;			
c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;			
d. the name of the joint venture, if applicable.			
<i>(Indicate "N/A" if not applicable.)</i>			
<b>Name of joint venture member</b>		<b>PBN of joint venture member</b>	
Name:		PBN:	
Name:		PBN:	
Name:		PBN:	
<b>Authorized Representative of the Bidder</b>	Name:		
	Title:		
	Tel. No:		
	Fax No:		
	Email:		
<b>Name of Joint Venture:</b>			
<b>D. Applicable Laws</b>			
<i>Note to Bidders: 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.</i>			
Applicable Laws:			
<b>E. REP Software Solution Maintenance and Support</b>			
Toll-free Telephone Access:			
Toll-Free Fax Access:			
E-Mail Access:			



Website address for web support:	
<b>F. Electronic Payment Instruments</b>	
<i>Note to Bidders: If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, identify below which ones are accepted.</i>	
The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):	
<input type="checkbox"/> VISA Acquisition Card;	
<input type="checkbox"/> MasterCard Acquisition Card;	
<input type="checkbox"/> Direct Deposit (Domestic and International);	
<input type="checkbox"/> Electronic Data Interchange (EDI);	
<input type="checkbox"/> Wire Transfer (International Only);	
<input type="checkbox"/> Large Value Transfer System (LVTS) (Over \$25M);	
<b>2. BIDDER CERTIFICATION AND ADDITIONAL INFORMATION</b>	
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.	
<b>A. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION</b>	
The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.	
<b>a. Federal Contractors Program for Employment Equity - Bid Certification</b>	
By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ( <a href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#">https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#</a> ).	
Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.	
<b>b. Status and Availability of Resources</b>	



The Bidder certifies that, if it is awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by and at the time specified in the bid solicitation. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, Canada will consider only the following reasons as being beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause, and termination of an agreement for default.

If the Bidder has proposed any individual who is not one of its employees, the Bidder certifies that it has that individual's permission to propose his/her services for the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon the Contracting Authority's request, provide a written confirmation, signed by the individual, of that permission and of his/her availability. Canada may declare the bid to be non-responsive if the Bidder fails to do so.

#### c. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, is true and accurate. The Bidder warrants that every individual that it proposes for the requirement is capable of performing the Work described in the resulting contract.

#### d. Former Public Servant (FPS)

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

##### (a) Former Public Servant in Receipt of a Pension

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

Yes ( ) No ( )

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

(i) Name of former public servant		
(ii) Date of termination of employment or retirement from the Public Service		

*(Insert columns as applicable)*

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).



<b>(b) Work Force Adjustment Directive</b>		<b>Yes ( ) No ( )</b>	
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?			
If so, the Bidder must provide the following information:			
(i) Name of former public servant			
(ii) conditions of the lump sum payment incentive;			
(iii) date of termination of employment;			
(iv) amount of lump sum payment;			
(v) rate of pay on which lump sum payment is based;			
(vi) period of lump sum payment including start date, end date and number of weeks;			
(vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.			
<i>(Insert columns as applicable)</i>			
For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.			
<b>e. Software Publisher Certification:</b>			
The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:			
<i>Note to Bidders:</i> To be completed where the Bidder itself is the Software Publisher. If the Bidder is not the Software Publisher for all software products, complete Appendix 1 to Attachment 2 for the products that are not OEM.	Name of Software:		
	Name of Software:		
	Name of Software:		
	Name of Software:		
	Name of Software:		



<b>f. Integrity Provisions – Required Documentation – List of Names</b>  <i>Note to Bidders: The Bidder must identify any changes affecting the list of names submitted with their response to the ITQ.</i>	Comments:		
<b>Acknowledgments</b>  By submitting a bid, the Bidder acknowledges that: <ul style="list-style-type: none"><li>• The Bidder hereby offers to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor;</li><li>• This bid is valid for the period requested in the bid solicitation;</li><li>• All the information provided in the bid is complete, true and accurate;</li><li>• The Bidder Representative has the authority to submit this bid on behalf of the Bidder;</li><li>• 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 solicitation; and</li><li>• The Bidder understands that a signature may be requested later during the Public Service and Procurement Canada (PSPC) contract award process.</li></ul>			
<b>Signature of Representative authorized to sign on behalf of the Bidder</b>		<b>Date</b>	
<b>Name and Title of Representative authorized to sign on behalf of the Bidder</b>			



## Appendix 1 to Attachment 2 Software Publisher Authorization Form

*(Note to Bidders: To be completed where the Bidder is not the Software Publisher)*

This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (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 bid solicitation, 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:

	<i>[Bidders should add or remove lines as needed]</i>	
	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	
	Solicitation Number	
	Name of Bidder	





## Attachment 3

### Financial Bid Presentation Sheet

#### 1. Core Work

##### 1.1 Stage II - Core Work to develop and deliver a REP Software Solution Prototype

**Table 1** - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article 7.1 Stage II: Develop and deliver a REP Software Solution Prototype of the Statement of Work in Annex B, including 25 temporary Subscription User Licenses to access and use the REP Software Solution Prototype for evaluation purposes during the initial contract period:

Item # (A)	Description (B)	Due Date (C)	Firm All-Inclusive Price (D)
1	Deliverable No. 8.1.1, 8.1.2, 8.1.3, 8.1.4 and 8.1.5 of the Statement of Work in Annex B	65 business days following date of Contract	\$
Total Evaluated Bid Price for Stage II =D1			\$

**Note to Bidder:** The Evaluated Bid Price for Stage II (Table 1) must not exceed \$150,000.00 (applicable taxes extra).

#### 2. Optional Goods and Services

##### 2.1 Stage III – Finalization and delivery the REP Software Solution

###### 2.1.1 Optional Work Package 1 - Stage III - A

###### 2.1.1.1 Finalization of the REP Software Solution

**Table 2** - Firm All-Inclusive Price (applicable taxes extra) for the Work described in article Stage III - A Finalization of the REP solution of the Statement of Work in Annex B:

Item # (A)	Description (B)	Due Date (C)	Firm All-Inclusive Price (D)
1	Deliverable No. 8.2.1, 8.2.2, 8.2.3, 8.2.4 and 8.2.5 of the Statement of Work in Annex B	100 business days from acceptance of updated IRSS Plan	\$
Total Evaluated Bid Price for Stage III - A Finalization of the REP solution =D1			



## 2.1.2 Optional Work Package 2 - Stage III - B

### 2.1.2.1 Delivery of Final REP Solution

**Table 3** - Firm all-inclusive price for Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training) as described in the Statement of Work in Annex B:

Item # (A)	Description (B)	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 April 1, 2021- March 31, 2022
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Annual Software as a Service Subscription User License for 200 Users	\$	\$
<b>Total Evaluated Bid Price for Stage III - B Annual Software as a Service Subscription User License =C1+D1</b>			

**Table 4** - Firm all-inclusive price for Training as detailed in the Statement of Work in Annex B:

Item # (A)	Description (B)	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 April 1, 2021- March 31, 2022
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Training	\$	\$
<b>Total Evaluated Bid Price for Stage III - B Training =C1+D1</b>			

**Note to Bidder: The Evaluated Bid Price for Stage III Tables 2, 3 and 4 must not exceed \$170,000.00 (applicable taxes extra) combined.**

**Table 5** - Firm all-inclusive price for Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support (excluding Training) as described in the Statement of Work in Annex B:

Item # (A)	Description (B)	Option Period 3 April 1, 2022- March 31, 2023	Option Period 4 April 1, 2023- March 31, 2024
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Annual Software as a Service Subscription User License for 200 Users	\$	\$
<b>Total Evaluated Bid Price for Stage III - B Optional Additional Annual Software as a Service Subscription User License for 200 Users =C1+D1</b>			

**Table 6** - Firm all-inclusive price for Training as detailed in the Statement of Work in Annex B:

Item # (A)	Description (B)	Option Period 3 April 1, 2022- March 31, 2023	Option Period 4 April 1, 2023- March 31, 2024
		Firm All-Inclusive Price (C)	Firm All-Inclusive Price (D)
1	Training	\$	\$
<b>Total Evaluated Bid Price for Stage III - B Training =C1+D1</b>			

### 2.1.2.2 Optional Additional Annual Subscription User Licenses

<b>Table 7 - Firm all-inclusive price per user for Optional Additional Annual Subscription User Licenses to the REP Software Solution, including Software Documentation, Warranty, Hosting and Maintenance and Support as described in Statement of Work in Annex B:</b>								
Item #	Description	Unit of Measure	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 - April 1, 2021- March 31, 2022	Option Period 3 - April 1, 2022- March 31, 2023	Option Period 4 - April 1, 2023- March 31, 2024	Estimated Quantity (Users per annum)	Total Extended Price
(A)	(B)	(C)	Firm All-Inclusive Price per user (D)	Firm All-Inclusive Price per user (E)	Firm All-Inclusive Price per user (F)	Firm All-Inclusive Price per user (G)	(H)	(D+E+F+G) x H = I
1	Optional Additional Annual Subscription User Licenses*	Per User	\$	\$	\$	\$	5	
<b>Total Evaluated Bid Price for Stage III - B Optional Additional Annual Subscription User Licenses =I1</b>								
Note: For <i>evaluation purposes only</i> , Bidders will be assessed on the basis of a total of 5 Additional Users per year.								

### 2.1.2.3 Task Authorized Optional Professional Services

Table 8 - Firm all-inclusive per diem rates for each Category of Work including overhead and profit, and excluding materials and supplies, applicable taxes extra to be provided on an “as and when requested basis” as described in Statement of Work in Annex B:							
Item #	Category of Work	Option Period 1 April 1, 2020- March 31, 2021	Option Period 2 - April 1, 2021- March 31, 2022	Option Period 3 - April 1, 2022- March 31, 2023	Option Period 4- April 1, 2023- March 31, 2024	Estimated Quantity per annum (Days) for Evaluation Purposes	Total Extended Price
(A)	(B)	Firm All-Inclusive Price per user (C)	Firm All-Inclusive Price per user (D)	Firm All-Inclusive Price per user (E)	Firm All-Inclusive Price per user (F)	(G)	(C+D+E+F) x G=H
1	Application/ Software Architect	\$	\$	\$	\$	5	\$
2	Programmer/	\$	\$	\$	\$	15	\$



<b>7</b>	Total Evaluated Bid Price for Stage III - B Optional Additional Annual Subscription User Licenses	\$
<b>8</b>	Total Evaluated Bid Price for Stage III - B Task Authorized Optional Professional Services	\$
<b>Total Evaluated Bid Price =SUM(C1:C8)</b>		\$

# Attachment 4

## Evaluation Criteria and Basis of Selection

### 1.0 STAGE I: EVALUATION OF BIDDER'S PROPOSAL

#### 1.1 Mandatory Technical Criteria

The bid must meet all the mandatory technical criteria specified below. Bids that fail to meet all the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT) Bidder's Experience			
No.	Mandatory Technical Criterion	Bid Submission Requirement	Met/Not Met
MT-1	<p>The Bidder must have previous experience, as a prime or sub-contractor, in the application of artificial intelligence (AI) technology services, including:</p> <ul style="list-style-type: none"> <li>a. Insights and predictive modeling including natural language processing, text analytics and synthesis of structured and unstructured data,</li> <li>b. Big Data, Data Science and Artificial Intelligence, specifically, either (a) significantly improving and optimizing current legacy algorithms (by way or performance, scalability, cloud utilization, etc) OR, (b) the creation of a new custom state-of-the-art artificial intelligence algorithm, and</li> <li>c. State-of-the-art Big Data Visualization, specifically, custom big data visualization.</li> </ul>	<p>In order to demonstrate this experience, the Bidder must provide written summaries of at least two (2) similar projects they have delivered within the past three (3) years (36 months) from date of bid solicitation that collectively include experience in:</p> <ul style="list-style-type: none"> <li>a. Insights and predictive modeling including natural language processing, text analytics and synthesis of structured and unstructured data,</li> <li>b. Big Data, Data Science and Artificial Intelligence, specifically, either (1) significantly improving and optimizing current legacy algorithms (by way or performance, scalability, cloud utilization, etc) OR, (2) the creation of a new custom state-of-the-art artificial intelligence algorithm, and</li> <li>c. state-of-the-art Big Data Visualization, specifically, custom big data visualization</li> </ul>	

		<p>Within each project summary, the Bidder MUST provide the following information:</p> <ol style="list-style-type: none"> <li>1. Name of client and brief description of project;</li> <li>2. Brief description of the type and scope of services provided, methodology used and results;</li> <li>3. Brief description of the role the Bidder played in providing these services (was the Bidder the Prime contractor or a sub-contractor on the project);</li> <li>4. Duration of the project, including the start and end dates (month/year to month/year);</li> <li>5. Extent to which these services were provided on-time, on-budget and in accordance with the established project objectives; and</li> <li>6. Name, telephone number and/or email address of the client reference to whom the Bidder reported. The contact information may be used to validate the information provided.</li> </ol>	
<b>MT-2</b>	<p>The proposed REP solution must enable search and identification of comparable regulations that apply to user-specified parameters at the 1) federal level (across departments or agencies) and 2) cumulatively across U.S., E.U, federal, and provincial/territorial jurisdictions.</p>	<p>The Bidder must detail the proposed REP solution's methodologies for search and identification of comparable regulations that apply at the federal level and cumulatively across U.S., E.U., federal, and provincial/territorial jurisdictions.</p>	



<b>MT-3</b>	The proposed REP solution must enable users to extract, compile and visually map regulatory requirements, outdated regulations or requirements and the level of regulatory burden for identified industry or sectors (e.g. by NAICS code), or groups of stakeholders.	The Bidder must detail the proposed REP solution's methodologies to extract, compile and visually map regulatory requirements, outdated regulations or requirements and the level of regulatory burden for identified industry or sectors (e.g. by NAICS code), or groups of stakeholders.	
<b>MT-4</b>	The proposed REP solution must enable users to view results generated by the solution relative to imported trend or point in time data that would help yield insight or context into the effectiveness of regulations in achieving their stated objectives.	The Bidder must detail the proposed REP solution's approach or methodology to enable users to view results generated by the solution relative to imported trend or point in time data that would help yield insight or context into the effectiveness of regulations in achieving their stated objectives.	
<b>MT-5</b>	<p>The proposed REP solution must be a cloud-based solution, hosted by the bidder.</p> <p>The proposed cloud must be certified as per the standards and requirements of one of the following:</p> <ul style="list-style-type: none"> <li>- SOC 2 -Type 2</li> <li>- ISO 27001</li> </ul>	The Bidder must clearly demonstrate this by providing evidence of the certification from the certification authority.	
<b>MT-6</b>	The proposed REP solution must allow for updating and ingesting of the named data sources in Section 6.2 of the SoW on a semi-annual basis.	The Bidder must detail the proposed REP solution's approach or methodology to enable updating and ingesting of the named data sources in Section 6.2 of the SoW on a semi-annual basis.	

## 1.2 Point Rated Technical Criteria

Bids will be evaluated and scored as specified in the table inserted below. Each point rated technical criterion should be addressed separately.

Bids which fail to obtain the overall minimum required score specified below will be declared non-responsive, and will be given no further consideration in the evaluation process.

Point Rated Technical Criteria (RT)				
No.	Rated Technical Criterion	Bid Submission Requirement	Evaluation Criteria	Maximum Points
S1RT1	<p><b>Approach and Methodology</b></p> <p>The Bidder should provide the proposed technical approach and methodology to identify patterns, trends and insights for regulatory analysis.</p>	<p>The Bidder should demonstrate this by providing a description of:</p> <ol style="list-style-type: none"> <li>the technical approach and methodology to meet the Statement of Work, including a description of the rationale for algorithms to be applied,</li> <li>the potential ethical considerations and risks, and the measures to mitigate them (including testing for outcomes and biases and fair, comprehensive and inclusive data collection practices), If no ethical risks or considerations are identified, a clear rationale or justification should be provided.</li> </ol>	<p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> <li>The technical approach and methodology to meet the Statement of Work, including a description of the rationale for algorithms to be applied (0, 10 or 20)</li> <li>20 pts - Bidder demonstrates in great detail their technical approach and methodology and how it meet the Statement of Work</li> <li>10 pts - Bidder demonstrates some of their technical approach and methodology and how it meets the Statement of Work</li> <li>0 pts - Bidder does not demonstrate their technical approach and methodology and how it meets the Statement of Work</li> </ol> <ol style="list-style-type: none"> <li>The potential ethical considerations and risks, and the measures to mitigate them (including testing for outcomes and biases and fair, comprehensive and</li> </ol>	60

		<p>c. the potential sources of errors or incorrect results the mechanisms to minimize risk of them,</p> <p>d. the use of open source software and how it will be integrated into the proposed REP solution,</p>	<p>inclusive data collection practices) (0, 5 or 10 points)</p> <p>10 pts - Bidder demonstrates a strong understanding of ethical considerations and how to mitigate ethical risks for the solution. (includes full details and examples)</p> <p>5 pts - Bidder demonstrates some understanding of ethical considerations and how to mitigate ethical risks for the solution. (includes some details)</p> <p>0 pts - Bidder does not demonstrate an understanding of ethical considerations and how to mitigate ethical risks for the solution.</p> <p>3. The potential sources of errors or incorrect results and the mechanisms to minimize risk of them (0, 5 or 10 points)</p> <p>10 pts - Bidder clearly demonstrates the risk of error and provides a detailed and acceptable approach to how to mitigate it (includes full details and examples)</p> <p>5 pts – Bidder somewhat demonstrates the risk of error and provides an acceptable approach to how to mitigate it (includes some details)</p> <p>0 pts - Bidder does not demonstrate understanding of the risk of error.</p> <p>4. The use of open source software and how it will be integrated into the proposed REP solution (0, 10, 20 points)</p>	
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			<p>20 pts - Bidder will use all open source software components to develop the solution</p> <p>10 pts - Bidder will use some open source software components to develop the solution</p> <p>0 pts - Bidder will not use any open source software components to develop the solution.</p>	
<b>S1RT2</b>	<p>The Bidder should demonstrate it has the resource capacity to develop and deliver the proposed REP solution and carry out the Work as described in the Statement of Work.</p>	<p>The Bidder should provide a Project Plan including:</p> <ol style="list-style-type: none"> <li>Each proposed resource's role and how they will be organized to meet deliverables, as well as documentation to substantiate each proposed resource's qualifications and project experience in insights, predictive modelling, and application of natural language processing, text analytics and syntheses of structured and unstructured data.</li> <li>The project management approach, including: <ol style="list-style-type: none"> <li>liaising and reporting Project Authority, and</li> <li>user engagement including methodology, techniques, frequency of engagement, purpose of engagement and how user</li> </ol> </li> </ol>	<p>Points will be allocated as follows:</p> <ol style="list-style-type: none"> <li>Bidder's response explains the proposed resources roles and how they will be organized to meet deliverables, and provides documentation to substantiate project team experience in insights, predictive modelling, and application of natural language processing, text analytics and syntheses of structured and unstructured data (0, 5, or 10 points)</li> <li>Bidder's response demonstrates that all resources have full and comprehensive understanding of specific disciplines and knowledge areas. Response demonstrates how roles and organization of resources will contribute to success of project.</li> <li>Bidder's response demonstrates that some resources have understanding of specific disciplines and knowledge areas. Response partially demonstrates how roles and organization of resources will contribute to success of project</li> <li>Bidder's response does not demonstrate that resources have understanding of specific disciplines</li> </ol>	<b>40</b>

		needs will be assessed and incorporated into the solution.	<p>and knowledge areas. Response does not address how roles and organization of resources will contribute to success of project</p> <p>2. Bidders response describes their approach to project management including liaising and reporting Project Authority (0,10 points)</p> <p>10 pts - Bidder's response demonstrates a detailed and feasible approach to project management that includes governance, reporting and liaising details and how these contribute to success of the project.</p> <p>0 pts - Bidder's response does not demonstrate a detailed and feasible approach to project management that includes governance, reporting and liaising details and how these contribute to success of the project.</p> <p>3. Bidder's response describes their approach to user engagement including methodology, techniques, frequency of engagement, purpose of engagement and how user needs will be assessed and incorporated into the solution. (0, 10, 20 points)</p> <p>20 pts - Bidder's response demonstrates a detailed and feasible approach to user engagement that includes detailed timelines, frequency of engagement, methodologies and techniques as well as how user needs will be incorporated into the solution</p> <p>10 pts - Bidder's response demonstrates an adequate approach to user engagement but fails to include detailed timelines, methodology or</p>	
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			<p>techniques and/or offers limited detail on how user needs will be incorporated into the solution</p> <p>0 pts - Bidder's response does not demonstrate a detailed and feasible approach to user engagement.</p> <p>Points will be allocated as follows:</p> <p>Bidder's response explains the methods, approach and risks to be mitigated to provide the functionality to insert comments, commentary or "tag" data elements as indicated by users (0, 5, or 10 points)</p> <p>10 pts - Bidder demonstrates a full and complete method, approach and risks to be mitigated to provide functionality to insert comments, commentary or tag data elements as indicated by users</p> <p>5 pts - Bidder demonstrates a limited method, approach and risks to be mitigated to provide functionality to insert comments, commentary or tag data elements as indicated by users or the functionality will be limited.</p> <p>0 pts - Bidder does not demonstrate a method, approach and risks to be mitigated to provide functionality to insert comments, commentary or tag data elements as indicated by users</p>	
<b>S1RT3</b>	<p>The Bidder should demonstrate the ability to insert comments, commentary or "tag" data elements as indicated by users.</p> <p>The Bidder should provide a clear explanation of the methods, approach and risks to be mitigated to the functionality to insert comments, commentary or "tag" data elements as indicated by users.</p>		<p>10</p>	

<b>S1RT4</b>	The Bidder should demonstrate the ability to allow additional data sets to be ingested into the proposed REP solution.	The Bidder should provide a clear explanation for the methods, approach and risks to be mitigated in providing the functionality to allow additional data sets to be ingested into the proposed REP solution.	<p>Points will be allocated as follows:</p> <p>Bidder's response explains the methods, approach and risks to be mitigated to provide the functionality to allow additional data sets to be ingested into the proposed REP solution (0, 5, or 10 points)</p> <p>10 pts - Bidder demonstrates that the proposed REP solution will have a user interface that allows the end user to manually ingest additional data sets into it.</p> <p>5 pts - Bidder demonstrates that the proposed REP solution will allow for ingestion of additional data sets into it but it must be completed with the assistance of the Bidder</p> <p>0 pts - The proposed REP Solution will not allow for ingestion of additional data sets into it.</p>	<b>10</b>
Total of all the Point Rated Technical Criteria:				<b>120</b>
Overall Minimum required score to obtain is: 70% or 84 points				



### 1.3 Mandatory Financial Criteria

Bids must meet the mandatory financial criteria specified in the table inserted below.

Bids which fail to meet the mandatory financial criteria will be declared non-responsive. Each criterion should be addressed separately.

The maximum funding available for Stage II Work (pricing Table 1) as identified in Annex C of the Contract resulting from the bid solicitation is \$150,000 (Canadian Funds, Applicable Taxes extra). Bids valued in excess of this amount will be declared non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

The maximum funding available for Stage III Work (Pricing Table 2, 3 and 4) as identified in Annex C of the Contract resulting from the bid solicitation is \$170,000 (Canadian Funds, Applicable Taxes extra). Bids valued in excess of this amount will be declared non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

<b>Mandatory Financial Criteria (MF)</b>	
<b>No.</b>	<b>Mandatory Financial Criterion</b>
<b>MF1</b>	The total cost of the Bidder's financial proposal for Stage II of the Work, Pricing Table 1, must not exceed \$150,000 (Canadian funds, Applicable Taxes extra).
<b>MF2</b>	The total cost of the Bidder's financial proposal for Stage III – A of the Work, Pricing Table 2 and Stage III – B of the Work, Pricing Tables 3 and 4 (Optional Work Packages), must not exceed \$170,000 (Canadian funds, Applicable Taxes extra).

## 2.0 Stage 2 – SELECTION OF CONTRACTOR'S REP PROTOTYPE SOLUTION

### 2.1 Mandatory Technical Solution Criteria

The Contractor's REP prototype solution must meet all the mandatory technical criteria specified below. The Contractor must provide the necessary documentation to support compliance with this requirement. Compliance may also be verified through functional testing performed by users from the Project User Group using common use cases, contractor provided use cases and/or Canada's use cases.

A Contractor's REP prototype solution which fails to meet all the mandatory technical criteria will be considered. Each mandatory technical criterion should be addressed separately.

<b>Mandatory Technical Solution Criteria (MTS)</b>		
<b>No.</b>	<b>Mandatory Technical Solution Criterion</b>	<b>Met / Not Met</b>
<b>MTS-1</b>	The REP prototype solution must be hosted and demonstrated on the contractor or subcontractor's cloud.	

<b>MTS-2</b>	The REP prototype solution must have fully functioning access controls (including administrator and regular user level) that restrict access to functionality, depending on level of access, whereby administrator access permits addition and removal of users, the capability to view user comments and feedback as well ingestion or upload of datasets. Common users must not have administrator privileges to add or remove users, view users comments or feedback or upload data but have access to all other functionality.	
<b>MTS-3</b>	The REP prototype solution must have the functionality to build and derive outputs from a database of U.S., E.U., federal, and provincial/territorial regulations.	
<b>MTS-4</b>	The REP prototype solution must provide REP users the functionality to search and identify comparable regulations that apply to user-specified parameters at:  1) federal level (across departments or agencies); and 2) cumulatively across U.S., E.U., federal, and provincial/territorial jurisdictions.	
<b>MTS-5</b>	The REP prototype solution must include all analytical module(s) required to enable REP users to cluster, classify, pattern and apply semantic analysis in order to identify outdated regulations or requirements, and in accordance with the sample use cases.	
<b>MTS-6</b>	The REP prototype solution must include all analytical module(s) required to enable REP users to extract, compile and visually map regulatory requirements and the level of regulatory burden for identified industry sectors (e.g. by NAICS code), in accordance with the sample use cases.	
<b>MTS-7</b>	The REP prototype solution must include a Graphical User Interface (GUI) interface (in English) to apply user-defined parameters for the measures of flexibility, prescriptivity or outdated regulations.	
<b>MTS-8</b>	The REP prototype solution must confirm objectives and minimize user impact, and must: based on use cases 1, 2, 3, 5 in Appendix 1 to Annex B, return accurate results and outputs using the data identified in section 6.2 of the Statement of Work	

## 2.2 Point Rated Technical Solution Criteria

Each REP prototype solution will be rated by assigning a score to the rated requirements, which are identified in below by the word "rated" or by reference to a score.

### (i) IRSS Plan Technical Assessment Rated Criteria

No.	Rated Technical Criterion	Available Points
<b>IRSSRT1</b>	The IRSS plan should identify the methodologies and techniques applied, based on user engagement and understanding of the use cases.	<p>10 pts – Excellent – methodologies applied are clearly detailed, justified, including details methodologies applied to fulfill the mandatory use cases</p> <p>5 pts – Good – Methodologies applied are clearly presented and explained but lacking in rationale or details.</p> <p>0 pts – Poor –Insufficient explanation of the methodologies and techniques applied and significant detail is lacking.</p>
<b>IRSSRT2</b>	The IRSS plan should identify any new methodologies or techniques that could be applied to the production ready solution during Stage IIIA to enhance the user experience and effectiveness of the solution while remaining within the parameters and deliverables of the contract.	<p>5 pts – Additional functionalities presented with a rationale for inclusions and how they would be integrated.</p> <p>0 pts – No additional functionality provided or lacked detail on integration.</p>
<b>IRSSRT3</b>	<p>The IRSS plan should detail the Stage III project management approach and allocation of resources, including detailed plans for engaging users (i.e. Project User Group representing federal departments) and the Project Authority will be engaged to ensure that the production ready solution meets their needs. Project management plans should include details on how the solution will be delivered on time</p> <p>Engagement with the Project Authority shall happen in rooms provided by Canada and should include but not be limited to:</p>	<p>20 pts – Excellent – Project management plan fully details processes, mechanisms and plans to engage users and coordination with the Project Authority</p> <p>10 pts – Adequate – Project management plan outlines a plan to engage users and coordination with the Project Authority, but lacks key details on processes, mechanisms.</p> <p>0 pts – Project management plan was not provided</p>

	<ul style="list-style-type: none"> <li>- Kickoff meeting</li> <li>- Bi-weekly status meetings ramping up to weekly status meetings within the final 2 months of the project</li> <li>- Present production ready solution to Steering Committee</li> <li>- Consultation with Project User Group or other stakeholders as needed</li> </ul>	
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**(ii) End User Assessment Criteria**

The Contractor's REP prototype solution will be evaluated and scored during moderated usability testing.

The Contractor's REP prototype solution will be tested and scored as specified in the End User Assessment Scoring Sheet specified in Appendix 1 to Attachment 4. The rating is performed on a scale of **90** points.

Ten (10) Project User Group members (users) will participate in moderated usability testing facilitated by the project authority using the contractor test case scenarios built using the test cases.

50% of the Overall Technical Score will be allocated for the technical evaluation and 50% of the Overall Technical Score will be allocated for the End User Assessment (Usability).

**APPENDIX 1 TO ATTACHMENT 4**  
**REP Prototype Solution Stage II End User Assessment Scoring Sheet**

End User Name (First and Last)	
Department and Branch	
Email Address	
REP Prototype Solution Assessed (Bidder Name and Solution Name)	
Date	

**(iii) Point Rated User Assessment Criteria**

- Point rated user assessment criteria S2RT1 and S2RT2 will be assessed for each Use Case provided by the Contractor
- Point rated user assessment criteria S2RT3 will be assessed for Use Case 4
- Point rated user assessment criteria S2RT4 will be assessed for Use Case 6

No.	Rated Technical Criteria	Evaluation Criteria	Available Points
<b>S2RT1</b>	<p>The REP solution interface should provide the functionality to be able to conduct analysis required for the use cases and generate insights with 'Ease of Use'. Ease of use refers to how easy the solution is to use by its intended users.</p> <p>Examples of 'Ease of Use' for the solution:</p> <p>a. Solution is intuitive in nature for users to find and manipulate data and information (e.g. determine trends/patterns in structured and</p>	<p>The overall design and layout of the REP solution interface for analysis and generating insights should be clear, simple and use design features and symbols that are intuitive to users.</p> <p>The interface to conduct analysis and compile results based on the case should induce the viewer to think about the substance and analytical or reporting task at hand.</p>	<p>60 pts – Excellent – Innovative, intuitive, clear display, easy to interpret, allows users to easily complete use cases. 80-100% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>45 pts – Very Good – intuitive, clear display, easy to navigate but requires effort to complete certain tasks required to complete the use case, users can generate</p>

	<p>unstructured data), insert tags or comments, generate reports, charts and tables and save results, having features such as Drag and Drop, and is Event driven.</p> <p>b. Features are simple to access and operate.</p> <p>c. Solution provides a feature for users, to operate in an administrator or end user mode.</p>	<p>The design of the interface and various layers or modules should:</p> <ol style="list-style-type: none"> <li>Have good contrast, repetition, alignment and proximity between elements</li> <li>Have elements that are well defined</li> <li>Have elements that are well populated</li> <li>Have user controls that are easy to understand, interpret and use</li> <li>Use a font that is well suited to the application</li> <li>Avoid distorting what the data has to say</li> <li>Maintain readability while presenting many numbers or text in a small space</li> <li>Encourage the eye to compare different pieces of data</li> <li>Reveal the data at several levels of detail, from a broad overview to the fine structure</li> <li>Provide users with Information that can be easily identified</li> <li>Provide users with help features that are simple to access</li> <li>Allow users to complete tasks without support or assistance</li> </ol>	<p>insights and complete tasks but not necessarily intuitive or innovative in all aspects. 60-79% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>30 pts – Good – Clear display, not intuitive, not innovative, import, analytical and visualization information are not easily accessible or navigable but users can generate insights and complete their tasks but takes time and effort. 40-59% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>15 pts – Poor – Not intuitive, display is not clear, users cannot generate or derive insights easily and cannot complete their tasks and takes significant time and effort to complete use cases. 20-39% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>0 pts – Not Met – Design does not meet minimum design requirements and cannot complete use cases and tasks. 0-19% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p>
<b>S2RT2</b>	The REP solution should provide the functionality to all users to produce summary graphs, charts and reports with	The Contractor should demonstrate this in the moderated usability testing and user documentation.	<p>10 pts – Fully meets – solution is fully intuitive and users can easily generate charts, summary reports an output. 80-</p>

	<p>'Ease of Use'. Ease of use refers to how easy the finished product is to use by its intended users.</p> <p>Examples of 'Ease of Use':</p> <ol style="list-style-type: none"> <li>Solution is intuitive in nature for users, having features such as Drag and Drop, Highlight to select and results with one or two-clicks.</li> <li>Drop-down menus or navigation bars are simple to access and operate.</li> </ol> <p>Solution provides a feature for users to format and print charts, tables and any other elements and associated functionality as described in the Statement of Work</p>		<p>100% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>5 pts – Partially meets – user was able to produce summary charts and reports but process was not intuitive and cannot be completed without use of script and guides. 50-79% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>0 pts – Not met – solution failed to generate summary graphs, outputs and charts or it is unusable for most users. 0-49% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p>
<b>S2RT3</b>	<p>The REP prototype solution should ingest a range of data sets from various federal departments and agencies easily with a low level of effort required on the part of the user whose task it is to ingest data into the solution. Low level of effort is defined as the intuitiveness, ease of use, simplicity, clicks/number of screens and time on task it takes to complete the action.</p>	<p>The Contractor should demonstrate this by delivering a scenario and test case for Use Case 4 for moderated usability testing and in user documentation.</p>	<p>10 pts – The solution is able to use ingest data provided in the use case when the instructions were followed without difficulty. 80-100% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>5 pts – The user was able to ingest data in the use case but required multiple steps for data transformation and import was required resulting in a moderate level of effort, 50-79% of users are able to complete the tasks related to this requirement without</p>



			<p>help or support during moderated usability testing.</p> <p>0 pts – The solution was unable to import the use case data or it is unusable for most users. 0-49% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p>
<b>S2RT4</b>	<p>The <i>REP</i> solution should provide users with the ability to insert tags and comments with ease of use.</p>	<p>The contractor should demonstrate this by delivering a scenario and test case for moderated usability testing of Use Case 6 and in user documentation.</p>	<p>10 pts – The solution is able to allow users to review and insert comments on regulations or acts without difficulty. 80-100% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>5 pts – The user was able to insert comments but required multiple steps and a more involved procedure was required resulting in a moderate level of effort. 50-79% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p> <p>0 pts – The solution was unable to allow supervised learning or insertion of comments or it is unusable for most users. 0-49% of users are able to complete the tasks related to this requirement without help or support during moderated usability testing.</p>
<b>Total Score Achieved for the Point Rated Usability Criteria (Maximum 90 Points)</b>			

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**Removing Barriers to Trade within Canada**

Recognizing the opportunity that internal trade represents, the *Fall Economic Statement* (FES) reaffirms the federal government's commitment to strengthening freer trade within Canada, and proposes that the federal government will work with provincial and territorial partners to accelerate action to remove regulatory and other barriers in four specific areas:

- Transporting goods between provinces and territories (see "Harmonizing Requirements for the Trucking Industry" for one example).
- Harmonizing food regulations and inspection rules across the country.
- Aligning regulations in the construction sector, including the harmonization of building codes across Canada.
- Facilitating greater trade in alcohol between provinces and territories.

The Government is also committed to working cooperatively through the Canadian Council of Motor Transport Administrators, a federal-provincial-territorial governance structure, to address trade barriers related to the harmonization of regulatory requirements for the trucking industry across Canada.

The Government is proposing to provide \$67.5 million over five years to the National Research Council of Canada, with \$13.5 million ongoing, to make access to the National Building Codes free, and to provide sufficient resources for the federal government to address provincial, territorial, and other stakeholder code development priorities in a more timely way.

The Government will continue to work with provinces and territories towards the timely adoption of the national codes in a way that ensures that the needs of provinces, territories and Canadians are met.

**Making it Easier for Businesses to Grow**

The federal Economic Strategy Tables unanimously recommended that modernizing our regulatory system would materially improve Canada's ability to attract investment and growth-oriented businesses. Budget 2018 outlined the Government's commitment to a regulatory reform agenda. This FES proposes several new steps in the Government's efforts to reform and modernize federal regulations, while continuing to protect Canadians' health and safety and the environment.

**Explore Making Regulatory Efficiency and Economic Growth a Permanent Part of Regulators' Mandates**

The Government intends to review legislation to assess whether opportunities for legislative changes exist to further solidify that regulatory efficiency and economic growth is an integral part of regulators' mandates.

Enshrining this requirement in legislation would ensure that the economic impacts of new, revised or cumulative regulations are key considerations for regulators. The Government will undertake work this fall to determine where these changes may have the greatest impact.

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**Targeted Regulatory Reviews in High-Growth Sectors**

Future rounds focused on other sectors, will ensure that the regulatory system keeps pace with emerging technologies and new business models.

**Introduce an Annual Modernization Bill to Keep Regulations Up-to-Date**

To ensure that federal regulations continue to be reviewed and kept up-to-date, the FES announces that the Government will introduce an Annual Regulatory Modernization Bill, starting in 2019, to remove outdated or duplicative regulatory requirements, and to allow for the updating of regulations.

Changes to the Red Tape Reduction Act will be implemented in early 2019, encouraging better alignment with key trading partners and recognizing the role regulatory cooperation plays in lowering costs for Canadian businesses and consumers. The Government will launch a full review of the Act by 2020 to seek further opportunities to reduce administrative burden and “red tape” on Canadian businesses.

**Establish a Dedicated External Advisory Committee on Regulatory Competitiveness**

The Government will create an External Advisory Committee on Regulatory Competitiveness, which will assist Ministers and regulators to identify regulatory changes that promote economic growth and innovation, and help to deliver growth that works for everyone.

The Committee will bring together business leaders, academics and consumer representatives from across the country who can provide an independent perspective on barriers to business success, and help identify opportunities to streamline regulations, such as through legislation or other modernization activities, in a way that balances health and safety and environmental protection with business realities. The Committee will also provide guidance on where new regulatory frameworks are required to deal with emerging technologies, and will champion the use of regulatory sandboxes and pilots, including by helping to identify areas of focus for the Centre for Regulatory Innovation.

**Launch a Centre for Regulatory Innovation**

Government will create a Centre for Regulatory Innovation. The Centre will work as a convener and focal point that is business-facing, helping businesses connect with relevant regulators and managing a roster of sandboxes—such as a physical space with regulators onsite while new systems are being tested—that support innovation and competitiveness, while also ensuring that Canadians’ expectations around the protection of health, safety and the environment continue to be met.

To support the Centre and its objectives, the Government proposes to provide up to \$11.4 million over five years, and \$3.2 million per year ongoing, to enable business and the Government to work together to develop and implement regulatory experimentation approaches that encourage innovation, but do not compromise consumer trust and confidence.

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**Enhance Government's Capacity to Develop and Implement Effective Regulations**

To ensure that federal regulators are able to keep pace with new requirements, the Government proposes to provide up to \$10 million, over three years, to assist federal departments and agencies in strengthening their capacity to incorporate economic and competitiveness considerations when designing and implementing regulations.

**Take Immediate Action in Response to Business Recommendations**

As part of the FES, the Government announces its intention to enact, as quickly as possible, regulatory and policy changes that will result in a simpler, clearer and more modern regulatory system—one that will also support the development of innovative approaches and products (some illustrative examples are provided below; for a complete list of 23 early “action items,” see attachments).

*Create business efficiencies by reducing the regulatory burden and simplifying government regulations.* For example:

Integrate third-party oversight into the Canadian Food Inspection Agency's (CFIA) risk assessment and inspection model to inform inspections by CFIA inspectors. This change will recognize investments already made by the agri-food industry to implement third-party certification systems in their operations and will be done through the application of a risk-based approach to oversight that takes into account external audits.

Amend the Canadian Aviation Regulations to allow the use of personal electronic devices on board aircraft, reducing the regulatory burden on Canadian air carriers and removing a competitive disadvantage relative to other international air carriers.

Reduce the duration of clinical trial record retention requirements, lessening the cost burden on clinical trial sponsors and investigators, with expected savings of up to \$40,000 per clinical trial.

*Update and modernize government regulations.* For example:

Amend the beer compositional standards to allow Canadian companies more flexibility in the ingredients and processes they can use to make beer, enabling the creation of new and innovative products to meet consumer demand without compromising food safety.

Work with industry to develop new regulatory approaches in support of innovation. For example: Use a truck platooning system test bed (sandbox) to support the development and adoption of platooning technologies (the act of electronically hitching two or more heavy vehicles together to form a “road train”). This can improve fuel consumption and has the potential to improve the flow of traffic, helping industry to get goods to market more quickly, and at a lower cost.

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Support test ranges for remotely piloted aircraft systems to accelerate the development and adoption of drone technology by various industries, as well as other activities to develop and enhance regulations. The safe and routine deployment of drones will allow companies in various industries to perform oversight tasks more effectively, such as crop monitoring and regular safety checks on pipelines in remote locations.

*Provide greater clarity and guidance to Canadian firms. For example:*

Improve guidance on how new and novel plant varieties are regulated in Canada in order to provide clarity to Canadian and foreign firms interested in investing in Canada's biotechnology sector.

Launch work to modernize how digital health products, such as medical device software for wearables that monitor a person's health, including artificial intelligence products and services, are approved to incentivize digital health care innovation.

*Harmonize domestic regulations and standards in Canada while promoting international regulatory cooperation. For example:*

Reduce barriers to interprovincial trade in agri-food products by addressing duplication of federal, provincial and territorial regulations, including those related to meat inspection.

**To further streamline regulations and reduce regulatory burdens on Canadian businesses and innovators:**

Work will continue at Canada's formal regulatory cooperation tables with the U.S., the European Union and provinces and territories to align regulatory approaches and activities. Through these tables, as well as with other trusted international partners, Canadian regulators will explore the potential use of joint approvals in order to accelerate market entry for safe products in Canada and other countries. Where appropriate, regulators will also pursue mutual recognition of regulatory decisions and approvals, so that products certified and deemed safe by a comparable international regulator—be it a washing machine or a new digital technology—could be approved in Canada.

**Pricing Pollution and Protecting Competitiveness**

Starting next year, it will no longer be free to pollute anywhere in Canada. As part of its plan to reduce greenhouse gas emissions and fight climate change, the Government is making sure there is a price on carbon pollution across the country—while also taking steps to ensure that Canadian companies can compete and succeed in a competitive global marketplace.

## Approvals of Products Throughout the Canola Supply Chain

Strengthening Coordination Between Agencies and Jurisdictions

Promoting Efficient, Transparent, Predictable and Science-Based Regulations

Leads to Catalyzing Innovation

Value Chain Steps

Research and Development

Land Preparation, Inputs Acquisition, Crop Production

Handling and Transportation of Bulk Product

Processing and Refining

Marketing, Packaging, and Labelling

Distribution and Consumption

Canola Meal  
Animal Feed  
Industrial Uses

Canola Oil  
Pharmaceutical / Industrial  
Food  
Bio-Fuel

Regulatory Actions:  
Permitting/ Labour / Trade  
restrictions/ Competition

Regulators

- Field trial approval
- Assessment and approval for food and feed use, and environmental release
- Variety registration

CFIA, HC, ECCC,  
Provinces

- Approval of pesticides
- Approval of fertilizers
- Labour codes/ standards
- Foreign seed import certificates

CFIA, AAFC, ECCC,  
CGC, GAC, ESDC,  
Provinces, Municipal,  
International

- Sampling and inspection
- Grading
- Process elevator licensing
- Rail and truck transportation requirements/ inspections
- Labour codes/ standards
- Export certificates
- Marketing and research levies

CGC, TC, AAFC, ESDC,  
Provinces, Municipal,  
International

- Grain receiving and handling, storage, cleaning, and other processing requirements/ standards
- Establishment registration
- Elevator licensing
- Labour codes/ standards
- Contamination and safety requirements/ standards

CFIA, HC, CGC, ECCC,  
ISED, ESDC, Provinces,  
Municipal

- Packaging and labelling requirements/ standards
- Labour codes/ standards

CFIA, HC, ECCC,  
AAFC, ISED, ESDC,  
Provinces, Municipal

- Export certificates (to ensure that market access requirements/ standards are met)
- Transportation requirements

HC, GAC, ISED, TC,  
Provinces, Municipal,  
International

### Discussion Questions

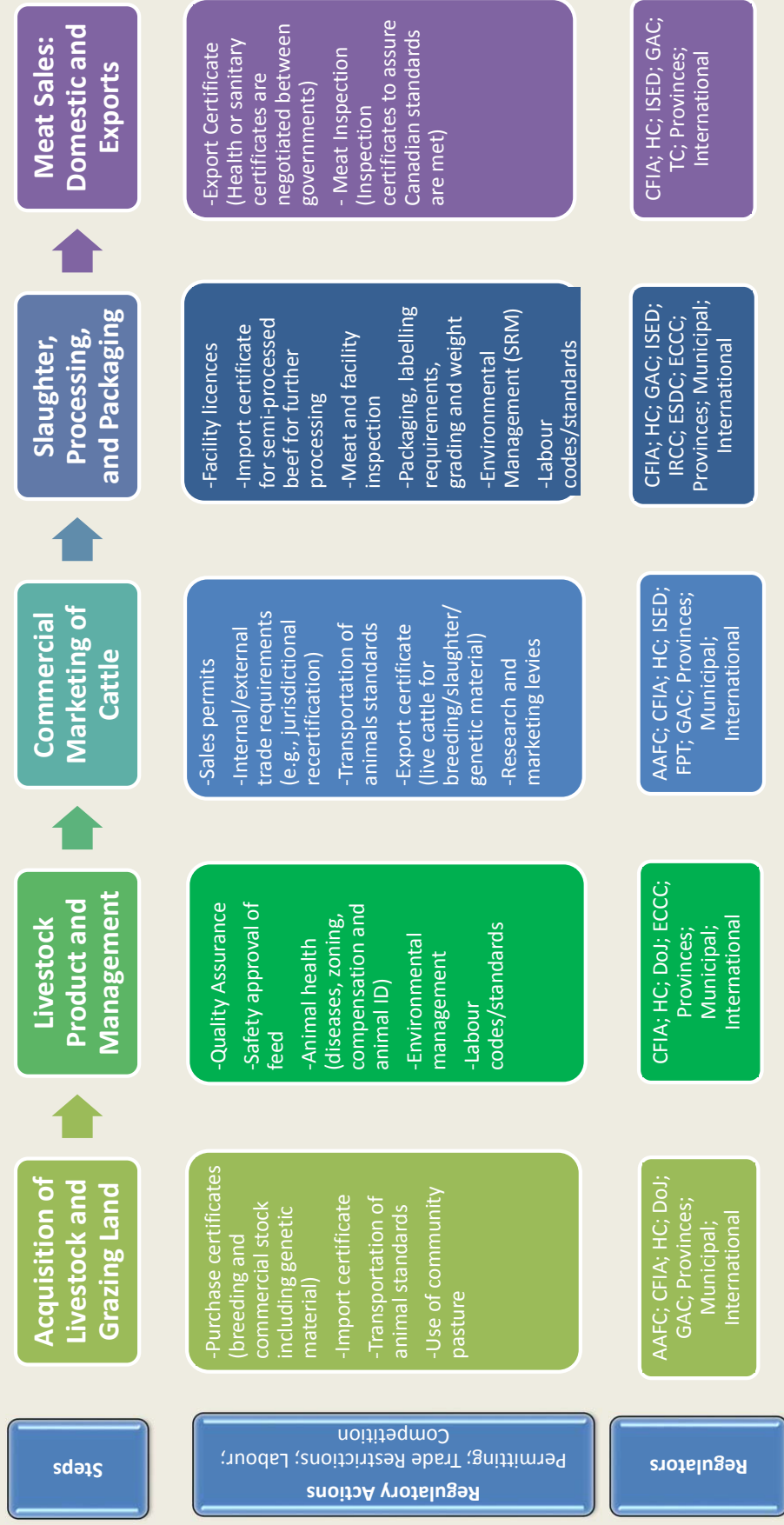
- 1) What are the biggest regulatory obstacles along the supply chain?
- 2) Where are more agile regulations required in view of future technological advancements?
- 3) What do Canadian exporters need to hit their growth targets?

# Approval of Products and Services Throughout the Cattle/Beef Supply Chain

Strengthening Coordination Between Agencies and Jurisdictions

Promoting Efficient, Transparent, Predictable and Science-Based Regulations

Leads to Catalyzing Innovation



## Discussion Questions

- 1) What are the biggest regulatory obstacles along the supply chain?
- 2) What can Canada do to better align regulations for the sector to streamline product approval both domestically and internationally? Example: Establish a regulatory "concierge service".
- 3) Are there changes to the regulatory system that could lead to greater efficiencies? Example: Develop a tracking tool that allows for the consolidation of information.
- 4) What do Canadian exporters need to hit their growth targets?