350 Albert Street, Suite 700
Ottawa, Ontario K1A 0S6
Canada

350, rue Albert, Bureau 700
Ottawa, Ontario K1A 0S6
Canada

Request for Proposal ("RFP")

Canadian Commercial Corporation ("CCC")

Document Automation Solution

CCC Reference No. 106205.181

Issued:
December 4, 2023

Pre-Proposal Conference
December 18, 2023 at 10:00 AM Ottawa Time

Questions to be received by CCC no later than:
11:59:59 PM Ottawa time
December 20, 2023 ("Question Period)

Submissions to be received by CCC no later than:
2:00 PM OTTAWA TIME
January 12, 2024 ("SUBMISSION DEADLINE")

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SECTION 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Proposals (the "RFP") is an invitation by the Canadian Commercial Corporation ("CCC") to prospective proponents to submit proposals for the supply and delivery of a Document Automation Solution as further described in Appendix A – RFP Particulars ("Deliverables").

The CCC is a federal Crown corporation and will be the source of funds for this project. Established in 1946, the CCC is a federal Crown corporation of the Government of Canada established for the purpose of assisting in the development of trade between Canada and other nations.

CCC has a requirement for an industry standard, commercially available solution, (not non-commercial custom development), to automate the data entry of documents by machine parsing the document, and based upon the parsing confidence level, performing the ERP system data entry function, or alerting system users of the failure as defined in these requirements.

1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with CCC. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the "proponent". The proponent will be responsible for the performance of the Deliverables.

1.3 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

> Canadian Commercial Corporation
> 350 Albert Street, Suite 700
> Ottawa, Ontario K1A 0S6
> Attn: Kathleen Nash
> Email: Bids@ccc.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of CCC, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.4 Contract for Deliverables

1.4.1 Type of Contract

The selected proponent will be requested to enter into contract negotiations to finalize an agreement with CCC for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix E) are substantially in the form for the basis for commencing negotiations between CCC and the selected proponent.

1.4.2 Term of Contract

The resulting contract award is intended for the supply, installation, and training of a solution. In addition, it will include a 1-year support and maintenance contract of the defined solution and two options of 1 year each of support and maintenance. As well, the potential for additional requirements as requested.

1.5 RFP Timetable

1.5.1 Key Dates

The RFP timetable below is tentative only and may be changed by CCC at any time.

Issue Date of RFP	December 4, 2023
Pre-Proposal Conference (Optional) see below	December 18,2023 – 10:00 AM Ottawa time
Deadline for Questions	December 20, 2023 – 11:59:59 PM Ottawa time
Deadline for Issuing Addenda	December 22, 2023 – 11:59:59 PM Ottawa time
Submission Deadline	January 12, 2024 – 2:00 PM Ottawa time
Rectification Period	3 working days from notification
Product Demonstrations (top 3 Proponents)	Week of January 22, 2024
Anticipated Ranking of Proponents	January 26, 2024
Contract Negotiation Period	10 working days
Anticipated Execution of Agreement	February 16, 2024

1.5.2 Pre-Proposal Conference (Optional)

CCC will be hosting an optional pre-proposal conference from 10:00 to 11:30 AM Ottawa time via an online Teams meeting to answer questions. Those proponents that wish to attend, please request attendance by December 13, 2023, by sending an email to the contact noted in 1.3 above.

1.6 Submission Instructions

1.6.1 Submission of Proposals

Submission of Proposals

Proposals must be submitted by email to: BIDS@CCC.CA

The complete proposal must be received in the above-noted email inbox by the Submission Deadline. The time stamp of CCC's email system will be the official time for receipt of the proposal. Proposals received after the Submission Deadline may not be considered.

Proposals are to be submitted in PDF format and the email subject line should reference the RFP title and number (see RFP cover page).

Proponents should submit their proposals in two separate files.
1) Technical Proposal: The first file should include the technical component of the proposal ("Technical Proposal") that should consist of the following:
   a. Mandatory Technical Requirements (Table 1 of Appendix B)
   b. Non-price Rated Requirements (Table 2 of Appendix B) and
   c. Business and Non-Functional Requirements completed (Schedule 1 to Apprendix A)

> ➢ Naming Convention: <mark>VendorName</mark> – RFP 106205.181 – Automation – Technical Proposal

2) Price Proposal: The second file should include the price proposal ("Price Proposal"), which should consist of:

    a. Fully completed and signed Submission Form (Appendix C) and
    b. Pricing Tables completed, as set out in Schedule 1 to Appendix B (Evaluation Criteria).

> ➢ Naming Convention: <mark>VendorName</mark> – RFP 106205.181 – Automation – Pricing Proposal

Electronic submissions must not exceed 75 MB including email signature. Proponents should divide their responses into appropriately sized (smaller than 75 MB) numbered files. In the email the proponent should provide the details of each attachment and how many emails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Submission Deadline has passed.

1.6.2   Proposals to be Submitted on Time

Proposals must be received on or before the Submission Deadline set out in the title page of the RFP and as also set out in Article 1.5.1 (Key Dates).

Sending large documents via email may take significant time, depending on the file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least one (1) hour before the Submission Deadline to send documents.

1.6.3   Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email as above prominently marked with the RFP title and number to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.6.4   Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw its proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact. CCC is under no obligation to return withdrawn proposals.

END OFSECTION 1

SECTION 2 – EVALUATION, NEGOTIATION AND AWARD

2.1   Stages of Evaluation and Negotiation

 CCC will conduct the evaluation of proposals and negotiations in the following stages:

2.2   Stage I – Mandatory Submission Requirements

N/A.

2.3   Stage II – Evaluation

2.3.1   Mandatory Technical Requirements

Stage II (2.3.1) Mandatory Technical Requirements, will consist of a review to determine which proposals comply with all of the mandatory technical requirements. If a proposal fails to satisfy all of the mandatory technical requirements, CCC will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory technical requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that CCC issues a rectification notice to the proponent and end at the date set out in the notice. The mandatory technical requirements are set out in Table 1 of Appendix B (Evaluation Criteria).

2.3.2   Non-Price Rated Criteria

The Technical Proposal is worth 80 of points out of a total of 120 points or 66% of the total score.

CCC will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Table 2 of the Appendix B (Evaluation Criteria). CCC will assign points for each criterion based on the points shown in each section of Table 2 of the Appendix B based on the scale in Chart 1 (Scale for Rating) below to determine the technical score.

Chart 1 – Scale for Rating	
Points	**Points Description**
0%	Barely addresses any of the stated requirements and completely lacking in critical areas.
30%	Adequately meets most of the stated requirements. May be lacking in some areas which are not critical.
50%	Meets most stated requirements
70%	**Meets all stated requirements**
80%	Meets all stated requirements and may exceed some
100%	Exceeds the stated requirements in superlative and beneficial ways.

In their Technical Proposal, respondents should address each criterion included in Table 2 of Appendix B clearly and in sufficient depth to permit a complete analysis and assessment by the evaluation team.

The respondent's Technical Proposal should address each of the criteria in the order in which they appear and use the headings and numbering system of Table 2 in Appendix B.

Simply repeating the statement contained in the RFP is not sufficient. Respondents are requested to provide supporting data (reviews, examples, descriptions, lists, etc) to demonstrate their capability. If the respondent does not address a rated criterion the score for that rated criterion may be zero.

Chart 2 (Weighting of Points) below summarizes the categories, weightings, and descriptions of the rated evaluation criteria of the RFP.

ITEM	Rated Criteria Categories	Weighting (POINTS)	Minimum Threshold
Chart 2 – Weighting of Points			
	Stage II - Evaluation of Non-Price Rated Criteria	~66%	
1	Government of Canada Experience with Artificial Intelligence (AI)	10 points	5 points
2	Proposed Project Plan	16 points	8 points
3	Support and Maintenance Plan	16 points	8 points
4	Training Plan	16 points	8 points
5	Ability to meet CCC timelines	14 points	7 points
6	Team portfolio	7 points	4 points
7	Support of under-represented groups	1 point	0 points
8	**Total - Technical Score**	**80 points**	
Minimum Threshold required 56 of 80 points (70%) to move forward to evaluation of Pricing			
	Stage III Price Evaluation	~16%	
9	Pricing Score	20 points	N/A
10	**Technical and Price Total (Item 8 & 9)**	**100 points**	**N/A**
	Stage IV – Demonstration/Presentation	~16%	
11	Demonstration Score	20 points	N/A
12	**Total Score**	**120 points**	

Respondents who do not meet the minimum threshold score for any category as shown in the chart below will not proceed to the next stage of the evaluation process.

Evaluators will score each proposal independently. An evaluators' consensus will be held to review divergent scores and a score will be agreed upon among the evaluators. If two or more evaluators score a proposal below the minimum threshold, the proposal will not be reviewed in the evaluators' consensus meeting.

2.4 Stage III – Pricing

2.4.1 Pricing – General

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out below to determine a pricing score ("Pricing Score"). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria have been completed.

2.4.2 Pricing Evaluation

The Pricing Proposal is worth 20 points of the total score of the total 120 points or 16% of total score.

The Pricing Score will be calculated based on a relative pricing formula. Each respondent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$lowest\ price \div respondent's\ price \times total\ points = respondent's\ pricing\ points$$

Example: Assume that there are two qualified bids, bid 'A' with a total price of $300,000 and bid "B" with a total price of $ 400,000. The lowest qualified bid "A" of $ 300,000 would receive 20 points. Bid "B" would receive:

$$= \$300,000 \div \$400,000 \ \times \ 20 \text{ points}$$
$$= 0.75 \times 20 \text{ points}$$
$$= 15 \text{ points}$$

2.4.3 Instructions on How to Provide Required Pricing Information

(a)   Proponents should submit their pricing information in the tables set out in Schedule 1 to Appendix B (Evaluation Criteria) in the Pricing Forms.

(b)   Pricing must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

(c)   Unless otherwise indicated in the requested pricing information, prices quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

(d)   All prices quoted must be firm, not-to-exceed amounts for the duration of the Agreement.

2.5   Stage IV - Presentation

Proponents with the top 3 scores will receive an invitation to present an in-person demonstration of their product and proposal at CCC's office at 350 Albert Street, Ottawa. The invited proponents will be provided with three (3) sample documents, 3 business days in advance of their scheduled presentation, and will be asked to explain how the sample documents will be processed by their proposed solution. Each presentation will take no more than 60 minutes with an additional 30 minutes for questions and answers.

The presentations will be rated by the evaluation team using the scale in Chart 1 (Scale for Rating) at 2.3.2. above. The evaluation criteria is set out in Table 4 of Appendix B (Evaluation Criteria).

In the event that less than 3 bidders pass to the demonstration stage, CCC will still require a successful solution demonstration to move to the contract negotiations stage.

2.6 Stage V – Ranking and Contract Negotiations

2.6.1   Ranking of Proponents

After the completion of Stage IV, all scores from Stage II, Stage III, and Stage IV will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into contract negotiations to finalize the agreement with CCC. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria.

2.6.2   Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Section 3) and will not constitute a legally binding offer to enter into a contract on the part of CCC or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. Negotiations may include requests by CCC for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by CCC for improved pricing or performance terms from the proponent.

2.6.3   Time Period for Negotiations

CCC intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date CCC invites the top-ranked proponent to enter negotiations. The proponent invited to enter into direct contract negotiations, may be require to satisfy the pre-conditions listed in 2.6 below, provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.6.4   Failure to Enter into Agreement

If the pre-conditions of award listed in 2.7 below are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, CCC may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until CCC elects to cancel the RFP process.

2.6.5   Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

2.7   Stage VI – Pre-Conditions

2.7.1   Financial Capacity

Once the top-ranked respondent has been selected, and in order for the top-ranked respondent to demonstrate its financial capacity to successfully complete the project, the top-ranked respondent may be required to submit any financial information requested by CCC, within five (5) business days following CCC's request. Failure to provide the requested financial information within the required timeframe may result in the disqualification of the top-ranked respondent. If the requested financial information does not sufficiently demonstrate the top-ranked respondent's financial capacity to successfully complete the project at CCC's sole and absolute discretion, CCC may request additional information, guarantees and/or securities. It will be at CCC's sole and absolute discretion to determine if the top-ranked respondent has demonstrated its financial capacity to successfully deliver the Deliverables, and if they have not, CCC may disqualify the top-ranked respondent.   CCC will permit the top-ranked respondent to make representations prior to making a final decision to reject the proposal on these grounds. Such representation must be made within ten (10) days of CCC informing the respondent that it is considering such disqualification.

2.7.2   Security Assessment

Once the top-ranked respondent has been selected, CCC may perform its security assessment of the respondent. The top-ranked respondent will be asked to complete the CCC Security Assessment found in Appendix D (CCC's Security Assessment Form). Failure to provide the requested security assessment within five (5) business days will result in the disqualification of the respondent. If the security assessment does not sufficiently demonstrate the top-ranked respondent's security capacity, CCC may request additional information to clarify the responses made by the respondent, and if they have not, CCC may disqualify the top-ranked respondent. CCC will permit the top-ranked respondent to make representations prior to making a final decision to reject the proposal on these grounds. Such representations must be made within five (5) days of CCC informing the respondent that it is considering such disqualifications.

END OF SECTION 2

SECTION 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified.

3.1.2 Proposals in English or French

All proposals are to be in English or French only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, CCC may consider the proponent's past performance or conduct on previous contracts with CCC or other institutions.

3.1.5 Information in RFP Only an Estimate

CCC and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by CCC

CCC will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

CCC makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. CCC may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. CCC is under no obligation to provide additional information, and CCC is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. CCC is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

CCC will only post information on CanadaBuys (https:// https://canadabuys.canada.ca/en)and is not responsible for information on any other websites.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If CCC, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by CCC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If CCC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CCC may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, CCC may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. CCC may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by CCC and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at CCC's location or by way of conference call or other remote meeting format as prescribed by CCC.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or

circumstance where:

(a)   in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:

(i)   having or having access to confidential information of CCC in the preparation of its proposal that is not available to other proponents;

(ii)   having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;

(iii)   receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;

(iv)   communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or

(v)   engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;

(b)   in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships, or financial interests:

(i)   could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or

(ii)   could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2   Disqualification for Conflict of Interest

CCC may disqualify a proponent for any conduct, situation, or circumstances, determined by CCC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of CCC may be precluded from participating in the RFP process in instances where the CCC has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3   Disqualification for Prohibited Conduct

CCC may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if CCC determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4   Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5   Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of CCC; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

CCC may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

(a)   illegal or unethical conduct as described above;

(b)   the refusal of the supplier to honour its submitted pricing or other commitments;

(c)   engaging in litigious conduct, bringing frivolous or vexatious claims in connection with CCC's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or

(d)   any conduct, situation, or circumstance determined by CCC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, CCC will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by CCC in making its final decision.

3.5   Confidential Information

3.5.1 Confidential Information of CCC

All information provided by or obtained from CCC in any form in connection with this RFP either before or after the issuance of this RFP

(a)   is the sole property of CCC and must be treated as confidential;

(b)   is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;

(c)   must not be disclosed without prior written authorization from CCC; and

(d)   must be returned by the proponent to CCC immediately upon the request of CCC.

3.5.2 Confidential Information of Proponent

A proponent should identify any information in its proposal or any accompanying documentation supplied in

confidence for which confidentiality is to be maintained by CCC. The confidentiality of such information will be maintained by CCC, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by CCC to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

(a)   this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

(b)   neither the proponent nor CCC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and CCC by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CCC to enter into an agreement for the Deliverables.

3.6.4 Cancellation

CCC may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Section 3):

(a)   are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b)   are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

(c)   are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

END OF SECTION 3

APPENDIX A – RFP PARTICULARS

1.   OBJECTIVE

As part of its mandate, the Canadian Commercial Corporation (CCC) administers various government to government contracts. This includes contracts under the Canada-U.S. Defense Production Sharing Agreement (DPSA), the International Prime Contract (IPC) program, and Administrative Invoices. CCC uses an Enterprise Resource Planning (ERP) system to manage key contract management, administration, and financial business processes.

CCC's contract management, administration, and financial business processes consist of extensive and manual data entry into the CCC Unit4 BusinessWorld ERP system, with data taken from four (4) classes of documents of varying complexity: invoices, contracts, delivery orders, and contract modifications. Most forms in each document class are controlled and templated documents with a document number and revision codes, assisting in document class identification (example: STANDARD FORM 30 (Rev. 10-83)).

Furthermore, current manual data entry into the ERP system of contract management, administration, and financial business processes are resource intensive and carry risk of human error.

CCC has a requirement for an industry standard, commercially available solution, (not non-commercial custom development), to automate the data entry of the four (4) classes of documents by machine parsing the document, and based upon the parsing confidence level, performing the ERP system data entry function, or alerting system users of the failure as defined in these requirements (See Schedule 1 to this Appendix A for a list of the types of document requirements).

The provisioning of the solution is to include the end-to-end licencing, professional services and training for any and all components including installation, implementation, configuration, integration, documentation and report writing as defined in these requirements.

2.   APPLICABLE DOCUMENTS

2.1   Examples of documents have been provided in Schedule 1 to this Appendix A. This includes CCC's functional requirements, Non-functional requirements and relevant sample documents.

3.   BACKGROUND

Description of the Organization

3.1.   Established in 1946, CCC is a federal Crown corporation of the Government of Canada established for the purpose of assisting in the development of trade between Canada and other nations. CCC supports the development of trade by helping Canadian exporters access government procurement markets of other nations through government-to-government contracting. The CCC head office is in Ottawa, Canada, and employs approximately 120 people.

CCC is Canada's government to government (G2G) contracting organization. As a trusted partner to foreign government buyers seeking Canadian solutions, CCC helps Canadian businesses of all sizes propose innovative solutions and specialized expertise to solve the challenges faced by government buyers. Through Canada's signature G2G contracting solution CCC brings forth vetted and qualified Canadian businesses and significantly reduces the risks associated with international procurement with a Government of Canada guarantee of contract performance. Every contract signed by CCC has the legal effect of being signed in the name of the Government of Canada, providing foreign government buyers with the assurance that the contract will be delivered per the agreed terms and conditions, guaranteed. CCC enters into contracts with government buyers and into corresponding supply contracts/sub-contracts with Canadian exporters (back-to-back contracts). Types of contracts include Goods/Equipment (off the shelf, manufactured, or

commodities), Services, and Infrastructure Construction.

For additional information about CCC, please access our website at https://www.ccc.ca

4. SCOPE OF SERVICES/PRODUCTS

4.1. Statement of Work:

CCC has a requirement for an industry standard, commercially available solution, (not non-commercial custom development), to automate the data entry of the four (4) classes of document by machine parsing the document, and based upon the parsing confidence level, performing the ERP system data entry function, or alerting system users of the failure as defined in these requirements.

The provisioning of the solution is to include the end-to-end licencing, professional services and training for any and all components including installation, implementation, configuration, integration, documentation and report writing as defined in these requirements.

Expected Outcomes

The following are the outcomes CCC expects to achieve upon full implementation of the solution:

Improve Satisfaction and Experience
1. CCC recognizes a reduction in administrative burden in the performance of contract management, administration, and financial business processes.
2. Employee experience improvement with a reduction in the repetitive administrative burden of data entry and reduced risk of data entry error.
3. Exporter base satisfaction with the efficiency, performance, and accuracy of CCC business processes.
4. Exporter base satisfaction with centralized submission location, including automated notification of document receipt.

Improve Interaction:
1. Interactions, processes, and correspondence among CCC, its Canadian Suppliers and Foreign Buyers.
2. Improved transaction time between receipt of documents and entry in Unit4 BusinessWorld ERP.
3. Deeper understanding in the overall transactional volumes and key information within of all four (4) document classes.
4. Automatic accessibility to key information such as the number of documents processed, number of rejections, types of rejections, average document value, average points of automation, summary of information from key locations (i.e. Exporter name, Buyer name, unit value).

Assumptions/Exclusions:

CCC engaged potential proponents through a public RFI: 106205.114 RFI - Document Automation for Unit4 Enterprise Resource Planning (ERP). (RFI - Document Automation for Unit4 Enterprise Resource Planning (ERP) - Tender Notice | Canadabuys) This RFI was made with the assumption that a successful proponent would provide end-to-end components and licensing to meet all business requirements as defined.

Potential proponent responses clarified component or licencing exclusions that the proponent(s) expected. The exclusions being a proponents' assumptions of components or licenses already owned by, or in the possession of, CCC. This section is to clarify assumptions and exclusions.
1. CCC does not currently, nor intends in the immediate future, to operate or maintain any form of Government of Canada 'Cloud Computing' platform.
2. According to Unit4, the vendor currently develops and maintains its Application Programming Interfaces (APIs) in the SOAP format. Any new API's developed for Unit4 version 7.x (CCC is at 7.9) and Unit4

Cloud are being done using the REST API standard. There is also a project underway led by Unit4 for all of its customers to migrate older API's to REST.

3. CCC does utilize the Power BI reporting tool, and while tool licencing will remain with CCC, certain data outputs, logs, error handling or reports, whether through default dashboards or run reports are required. If reporting is required, for a given data output, professional services to create the report in CCC's reporting tool format is included.
4. CCC has assumed that time-based support and maintenance requirements are included in all responses.
5. CCC has assumed that time based, when and if needed professional services for additional reporting or addition of a new document is included in all responses.

CCC Environment and Volume:

1. CCC currently uses Unit4 BusinessWorld (M7U9) as its ERP system. The solution is hosted and managed on-premises. We will migrate our on-premises solution to a newer version, or migrate our solution to the Cloud. Please see the Schedule 2 to Appendix A for a schematic of our current environment.
2. In October 2023, Unit4 announced that it will stop supporting and maintaining its on-premises solutions effective December 31, 2024. CCC is currently investigating this product decision with the vendor.
3. Email is Microsoft Exchange cloud hosted hybrid edition.
4. Currently incoming email with these document classes come to many different email inboxes, these will be consolidated down to a single incoming email inbox.
5. The document class of "invoices" volume is approximately 4,000 per year. The document size of "invoice" is approximately 2-5 pages.
6. The remaining three (3) document classes volume is approximately 2,500 per year. The document size of the remaining three (3) documents can range from approximately 2 – 50 pages.
7. PDF files of all document classes are considered to be both generated PDF files and scanned to PDF files.
8. Some document classes may be considered to be complex, as relevant data to be captured may not be in delineated 'boxes' or delineated 'fields', but in free text paragraphs located further in multi-page PDF documents.
9. The solution should ensure that CCC data will always remain in Canada.

4.2. Scope of partnership:

The resulting contract award is intended for the supply, installation, and training of a solution. In addition, it will include a 1-year support and maintenance contract of the defined solution and two options of 1 year each of support and maintenance . As well, the potential for additional requirements as requested. This project is conditional on budgetary approval for the Request for Proposal (RFP).

4.3   Professional Services

CCC may require additional professional services during the life of the Contract related to the use of the solution. For example, developing additional documents to be added to the solution, additional reports, or additional training on the solution.

The Proponent is requested to provide firm, all-inclusive hourly rates for the various levels of services for a 3-year period. Please see Appendix B (Evaluation Criteria) for a table is being provided for this information.

Note to Proponent: CCC reserves the right to declare any bid non-responsive if any of the per-diem rates bid above increase or decrease by more than 5% per year, or are, at CCC's sole discretion, considered unreasonably high or unreasonably low.

4.4   Training and Reference Documentation

Task-based training materials and reference documentation appropriate to various user roles must be provided:
1. System Users
2. Technical Administrators
3. Technical Developers
4. Report Writers

The training material and documentation must cover all the information necessary to permit each role to perform all tasks and responsibilities pertaining to their roles. Training material and documentation must also be of suitable quality to enable on-boarding training of new staff.

Documentation must include "As-Built" detail to allow future developer modifications.

For each role, training materials and reference documentation should include, but are not limited to:
1. An overview of workflow(s) configuration(s)
2. User verification and audit of successful transactions
3. User notification, alerting, verification, or identification of failed transactions
4. Understanding processing points of change if processing documents change (e.g. changed DocID or Revision number)
5. Understanding processing data elements, their locations, their logs, their status, any dashboarding or reporting capabilities

4.5   Support and Maintenance Services

With the high impact the proposed solution will have on CCC processes, up-time and providing support and maintenance for the Licensed Software during the Contract Period is required. Pricing to include:
1. Problem reporting and response procedures.
2. Escalation procedures.
3. On-site and off-site support availability.
4. Any enhancements to the basic requirements that the Proponent is offering.

4.6   Dashboards or Reporting

Data outputs and processing status is considered to be critical, whether through default dashboards, or via running reports is required. If reporting is required for a given data output, contractor to create the report in CCC's reporting tool format is included.

Automatic accessibility to key information such as:
- The number of documents processed,
- Number of rejections,
- Types of rejections,
- Average document value,
- Average points of automation,
- Summary of information from key locations (i.e., Exporter name, Buyer name, unit value)

4.7   Guidelines for the in-person solution demonstration

Proponents who will be invited to the in-person solution demonstration, are provided the following guidelines:
- The solution demonstration must validate that the solution is able to process CCC documents and capture and accurately identify and classify the information.

- The demonstration can be of a Proponent's "live solution", or it can be a presentation with images and explanations demonstrating how CCC data was captured, identified and classified.
- At least one member of the presentation team will need to be at our office in Ottawa during the presentation. Other members of the demonstration team can join the presentation remotely via Microsoft Teams.
- Additional details about the specific CCC documents and use cases will be shared with the Proponents selected for the demonstration.

5. LANGUAGE OF WORK

5.1. The Proponent acknowledges and understands that CCC is governed by the Official Languages Act and agrees to take any measures necessary to ensure compliance with the Official Languages Act.

Schedule 1 to APPENDIX A

Business and Non-Functional Requirements

1. General Requirements

No.	Requirement	Question	Vendor Response
1.	Ability to connect to an Exchange server to receive a document	Can the solution connect to an Exchange server to receive emailed PDF documents to CCC by its Suppliers?	
2.	Document temporary storage	Can PDF documents received by CCC be temporarily stored prior to data conversion (e.g., in a SharePoint site)?	
3.	Ability to import information	Can an end-user start a PDF import process when needed (ad-hoc) or schedule a job to import the information at a pre-determined time?	
4.	Ability for a user to import for a single or multiple documents into Unit4	Can a user select single or multiple PDF documents to be imported?	
5.	Ability to distinguish between a Contract, Delivery Order, Modification and Invoice	Would your solution be able to distinguish between a Contract, Delivery Order, Modification or Invoice? What characteristics or meta-data would be needed for this identification to be automated?	
6.	Ability to convert a document from a PDF file format into a Unit4 accessible format	Would your solution be able to convert PDF text documents into an Unit4 ERP accessible format?	
7.	Ability to recognize PDFs that are electronically signed or manually signed/scanned.	Is your solution able to distinguish between a text PDF and a scanned PDF, and extract information from both?	
8.	Ability to input data from the document into Unit4 ERP	Is your solution able to input extracted data from PDF into Unit4 ERP v7.9 and/or later versions?	

No.	Requirement	Question	Vendor Response
9.	Ability to apply the appropriate update process	We are looking for a solution that can auto-update or suggest updates in Unit4 ERP based on the information contained in the Document. Is your solution able to apply appropriate document update processes depending on the Document Type (i.e., Contract, Delivery Order, Modification or Invoice)? As well, does your solution provide a mechanism(s) for an end-user or administrator to over-write a suggestion from your solution.	
10.	Ability to generate reports	Please describe the types of out of the box or user-configurable reports that are available from your solution. We are interested in reports that would present the number of transactions, number of documents uploaded, success/pass rates, and other relevant metrics. We are also interested in learning about other types of reports your solutions can provide.	
11.	Ability to perform audits of all transactions	Please briefly share how your solution supports the ability of customers to perform audits of all transactions that are imported from PDF documents and transactions that are then entered into Unit4 ERP.	

2. High-Level Business Requirements with respect to Contracts

No.	Requirement	Question	Vendor Response
1.	Extract Contract Data	Ability to extract data from Contracts	
2.	Perform calculations and data verification on Project Master File	The solution should be able to perform calculations and data verifications in the Project Master File of Unit4 ERP. The solution may also be required to create a Project in the Project Master File in Unit4 ERP.	
3.	Create Work Order in Unit4	The solution should be able to create a Work Order in Unit4 once the Project is created in the Project Master File	

No.	Requirement	Question	Vendor Response
4.	Perform calculations and data verifications on Work Order	The solution should be able to perform calculations and data verifications in the Work Order	
5.	Ability to differentiate between Standalone or BOA Contract	The solution should be able to differentiate between Standalone and Basic Ordering Agreement (BOA) contract types	
6.	Perform data entry in Work Orders	The solution should be able to enter data from the contract into the appropriate Work Orders, depending on if it is a Standalone or BOA contract	
7.	Create a Purchase Order in Unit4	Ability to create a Purchase Order	

3. High-Level Business Requirements with respect to <u>Contract Modifications</u>

No.	Requirement	Question	Vendor Response
1.	Extract Contract Modification Data	Ability to extract data from Contract Modifications	
2.	Match the Contract in a Contract modification document with a Project Master File in Unit4	The solution should be able to match the Contract listed in the Contract modification with a corresponding & existing Project Master File in Unit4 and Work Order.	
3.	Perform calculations and data verification on Project Master File	The solution should be able to perform calculations and data verifications in the Project Master File	
4.	Perform calculations and data verifications on Work Order	The solution should be able to perform calculations and data verifications in the Work Order	
5.	Ability to differentiate between Standalone or BOA Contract	The solution should be able to differentiate between Standalone and Basic Ordering Agreement (BOA) contract types	
6.	Perform data entry in Work Orders	The solution should be able to use data from the Contract Modification to update a Work Order(s) in Unit4 ER, depending on if it is a Standalone or BOA contract	
7.	Update the related Purchase Order	The solution should be able to update the related Purchase Order	

4.0 High-Level Business Requirements with respect to <u>Delivery Orders</u>

No.	Requirement	Question	Vendor Response
1.	Extract Delivery Order Data	Ability to extract data from Delivery Orders	
2.	Match the Contract in a Delivery Order document with a Project Master File in Unit4	The solution should be able to match the Contract listed in the Delivery Order with a corresponding & existing Project Master File in Unit4	
3.	Create Work Order	The solution should be able to create a Work Order in Unit4	
4.	Perform calculations and data verification in the Work Order Master File	The solution should be able to perform calculations and data verifications in the Work Order Master File	
5.	Update information in the Work Order Master file	The solution should be able to update information in the Work Order Master file in Unit4 using information contained in the Delivery. Order	
6.	Validate information entered in the Work Order Master file matches the Delivery Order	The solution should be able to ensure that information in the Delivery Order matches what was entered in the Unit4 Work Order Master File	
7.	Create a Purchase Order	Ability to create a Purchase Order	

5. High-Level Business Requirements with respect to Invoices

No.	Requirement	Question	Vendor Response
1.	Data verification	The solution should be able to validate and verify information received in an Invoice against the terms for the Project Master File, Work Order and Purchase Order.	
2.	Update Goods Receipt	The solution should be able to create and update a Goods Receipt in Unit4	
3.	Update Delivery Invoice Registration	The solution should be able to update the Delivery Invoice Registration information in the Work Order.	
4.	Data Entry Corrections	Ability for an end user to reverse any data inputs done by the system (e.g., to the Goods Receipt window or to the Delivery Invoice Registration page)	
5.	Capture Accounts Payable (AP) Number	The solution should be able to capture the Accounts Payable (AP) number generated by Unit4	

No.	Requirement	Question	Vendor Response
6.	Capture Accounts Receivable (AR) Number	The solution should be able to capture the Accounts Receivable (AR) number generated by Unit4	
7.	Reporting and Notification	The solution should be able to support reporting requirements related to the Invoice processing steps and actions, as well as sending notification to appropriate users during the process	
8.	Invoice Auditing	Ability to support to Invoice Audit requirements	
9.	AP Form Generation	Ability to create a Receiving Report and save it to a pre- defined location in the CCC eco-system (e.g., SharePoint site)	

6. Non-Functional Requirements

Category	Non- Functional Requirement No	Question	Vendor Response
Auditing	1.1	Logging and auditing of permission changes: Please describe how the solution will provide for the ability to conduct auditing and traceability, including date, time, action type, etc.	
Auditing	1.2	Logging and auditing of permission changes: Please describe how changes to the security or permissions associated with a record will be captured and retained as metadata in a solution and/or audit log.	
Authentication and Authorization	2.1	User Authentication via direct or identity federation: Please describe how the solution will integrate with our Unit4 platform and our existing identity solutions, where required	
Authentication and Authorization	2.2	The solution shall be able to associate user privileges and restrictions with specific functions.	
Authentication and Authorization	2.3	The solution shall provide authorized users the ability to manage permissions at an individual, role based or group- based access to records	
Authentication and Authorization	2.4	The solution shall provide authorization based on Active Directory defined groups assigned to the platform's role- based access control.	

Category	Non- Functional Requirement No	Question	Vendor Response
Authentication and Authorization	2.5	The solution shall provide the ability to define a user's permissions to only work on specific records, windows, reports, etc.	
Cyber Security and Privacy	3.1	CCC related data must be stored and always remain within Canada.	
Cyber Security and Privacy	3.2	Data must remain under the complete ownership of CCC per the Microsoft Data Policy.	
Cyber Security and Privacy	3.3	Any processing of CCC data must take place on servers located within Canada. That is, the system shall ensure that CCC data remains in Canada at all times. This includes CCC business information (i.e., invoices, contracts, etc.) and metadata	
Cyber Security and Privacy	3.4	Please describe how your solution encrypts data at rest and in motion.	
Cyber Security and Privacy	3.5	The solution meets industry standards of cyber security and compliance.	
Cyber Security and Privacy	3.6	The solution does not require lowering of security standards to integrate with our on-premises systems.	
Cyber Security and Privacy	3.7	The vendor must meet basic compliance standards established by CCC.	
Data Import	4.1	The solution shall be able to import large amounts of data, with minimal intervention or oversight.	
Data Import	4.2	An administrator or designated user shall be notified of any exception to the data import or verification process. The granularity and frequency of alerts and notifications shall be configurable. All exceptions shall be logged and available for inspection and reporting.	
Data Import	4.3	Automatic ingestion of data from a known set of sources, both internal and external to the enterprise, should be possible in a scheduled and automatic manner.	
Data Import	4.4	Ability to launch an update in the solution, either based on solution rules or user generated action(s)	

Category	Non- Functional Requirement No	Question	Vendor Response
Data Import	4.5	The solution shall be able to generate contemporary and retrospective reports on any Import actions. Reporting shall be available for individual runs and for cumulative statistics over the lifetime of any given job. At a minimum, reporting shall cover: - Overall completion time - Completion time for each step in the job - Wait time for each step - Cumulative wait time - Work in progress - Overall workload for a given user or user group	
Data Import	4.6	It shall be possible for trained CCC staff to define criteria or to reorder steps in the Import job, without the need for an external party	
Data Import	4.7	An administrator or other authorized user shall be able to terminate any data import during execution.	
Data Import	4.8	The solution shall provide a means to monitor the progress of all data import jobs as they execute. The current state of any job shall be available from the monitoring interface.	
Data Import	4.9	Either CCC or the vendor should be able to modify the list of fields to be identified, converted and imported into the CCC Unit4 BusinessWorld instance	
Data Import	4.10	The solution should be able to extract data from PDF documents that are text PDF files (not scanned documents), extract the data and write to the ERP system.	
Data Import	4.11	The solution should be able to convert a PDF file into a Unit4 accessible format (if required)	
File Support	5.1	Ability to support standard file types that are supported by Unit4 BusinessWorld	
Integration	6.1	CCC operates on a Microsoft platform and uses the Unit4 Business World ERP system, which is currently on premises. Please describe how your solution will integrate with our instance of Unit4 (we are currently on version 7.9)	
Integration	6.2	CCC may migrate our solution from our current on-premise version (7.9) to a newer on-premise version or migrate to the Cloud. Please describe if your solution would support our migration plans.	

Category	Non- Functional Requirement No	Question	Vendor Response
Integration	6.3	Our Microsoft platform, Microsoft SQL Server, ERP Unit4 Business World will be hosted in Azure in the future. Please describe how your solution will support this.	
Integration	6.4	We require that the OCR tool (if applicable) used by the solution not be a third-party solution. Please describe how your solution would meet this requirement	
Performance and Availability	7.1	The solution should be capable of caching frequently accessed content for rapid retrieval.	
Performance and Availability	7.2	The solution should not affect or diminish the performance of our current on premises ERP systems.	
Performance and Availability	7.3	The solution should be scalable to meet the needs of small-medium enterprise organization.	
Performance and Availability	7.4	The solution should have a minimum level of acceptable uptime / availability.	
Solution Operating system	8.1	The solution should be compatible with our enterprise client OS, Windows 10, as delivered on the semi-annual channel. Which means that solution shall support at least an annual Windows 10 release cycle	
Support and Maintenance	9.1	The solution should be easy to upgrade, and have a clear release roadmap for future releases	
User Interface	10.1	The solution should have the ability to restrict menu access based on roles and permissions	
User Interface	10.2	The solution should have to ability to display features in both English and French versions	
Notifications	11.1	The system should notify/alert a human if there's an error or a document wasn't processed. The system should recognize that a document was not processed or was processed incorrectly and notify a human for manual intervention.	
Notifications	11.2	It should be possible to configure the solution so that appropriate error handling and notifications can be done.	
Maintenance and Support	12.1	With the high impact the proposed solution will have on CCC processes, up-time and providing maintenance and support for the Licensed Software during the Contract Period is required. Pricing to include: 1. Problem reporting and response procedures. 2. Escalation procedures. 3. On-site and off-site support availability. 4. Any enhancements to the basic requirements that the Bidder is offering.	
Training	13.1	With the high impact the proposed solution will have on CCC processes, task-based training materials and reference documentation appropriate to various	

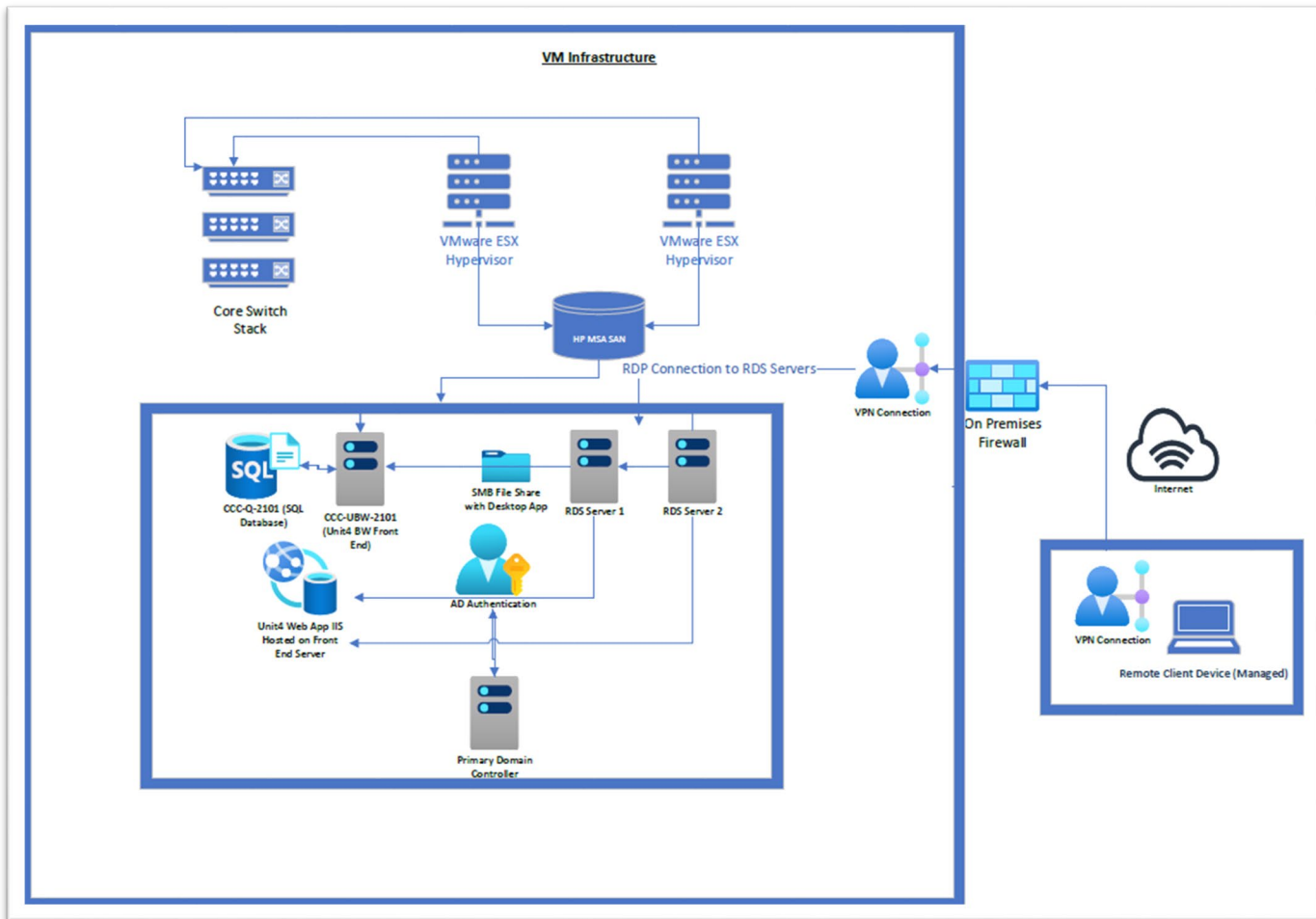| Category	Non- Functional Requirement No	Question	Vendor Response
		user roles must be provided: 1. System Users 2. Technical Administrators 3. Technical Developers 4. Report Writers The training material and documentation must cover all the information necessary to permit each role to perform all tasks and responsibilities pertaining to their roles. Training material and documentation must be of suitable quality to enable on-boarding training of new staff and include "As-Built" detail to allow future developer modifications.	

7. Glossary

Please find below a Glossary of commonly used terms in this Request for Information (RFI).

Term	Definition
Buyer	The entity purchasing goods and/or services from CCC under its Prime Contractor service. Under the program, the Buyer is the US DoD.
Basic Ordering Agreement (BOA)	A US Government term meaning a written instrument of understanding, negotiated between an agency, contracting activity, or contracting office and a contractor. This contains (1) terms and clauses applying to future contracts (orders) between the parties during its term (2) a description of supplies and services to be provided, (3) methods of pricing, issuing and delivering future orders under the BOA. It provides for the issuance of delivery orders for the delivery of supplies during the period of the contract.
Contract	Primary document defining terms and conditions between CCC and foreign entity (also known as the Buyer). In the case of, the Contract is always with the US Department of Defense (DoD). The US DoD Prime Contract is usually written in a standardized contract format that outlines and facilitates all requirements and responsibilities.
Contract Modification	Also known as Contract Amendment. Variation to the original contract signed providing for additional or less work than originally agreed-upon terms and conditions, usually necessitating the consent of all parties to the Contract.
Delivery Order	A contract for supplies and/or services that procure or specify for a firm quantity of supplies (including for the minimum or maximum quantity)
DoD	US Department of Defense
DPSA	The Defence Production Sharing Agreement () is a bilateral defence trade agreement between Canada and the U.S. administered by CCC on behalf of the Government of Canada. It enables Canadian businesses to compete on equal terms for contracts as part of the U.S. Department of Defense (DoD) domestic supply base.
ERP	Enterprise Resource Planning system. At CCC, our ERP is Unit4 BusinessWorld
Supplier Invoice	See Receiving Report

Term	Definition
Receiving Report	The US DoD Receiving Report or DD Form 250 Material Inspection and Receiving Report (MIRR) is a multi-purpose report used 1) to provide evidence of US DoD contract quality assurance inspection at origin or destination, 2) to provide evidence of acceptance of the work at origin, destination or other, 3) as packing lists, 4) as receiving report, 5) for shipping, 6) in support of a commercial invoice support. The Receiving Report can be used as the Contractor invoice. For example, in the context of the DPSA program, the Receiving Report is used as an Invoice from the Supplier that confirms the work has been performed per the terms of the Prime Contract. It triggers payment by CCC to the Supplier on delivery and acceptance of goods and/or services to the Buyer.
Supplier	Canadian Exporter, domestic organization, that has been sub-contracted to provide goods and/or services to the Buyer
UBW	Unit4 BusinessWorld ERP system. Currently CCC is on UBW M7U9 (7.9)

Schedule 2 to APPENDIX A

Unit4 Environment – VM Infrastructure

APPENDIX B – EVALUATION CRITERIA
Document Automation Solution

TABLE 1 - MANDATORY TECHNICAL CRITERIA		Yes / No
1	The Contractor's Solution must deliver, enable, and support a working and complete <u>commercially available solution</u>, which must include any and all components that contribute to the composition of the whole or in part(s), as expressed in the RFP and business and non-functional requirements (see Schedule 1 to Appendix A). The Solution must interoperate in the CCC Environment and Volumes (see Appendix A). **Bid Submission Requirement:** The Proponent must clearly demonstrate that the proposed solution is commercially available and supported in any format such as on premises, hosted, cloud, or as a service.	Yes/No
2	The Proponent's proposal must include professional services resources that hold at a minimum, a valid <u>Reliability security clearance</u> with Canadian and Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC) at the time of bid closing. **Bid Submission Requirement:** For each proposed professional service resource, the resource name, CISD security file number, and expiry date must be included.	Yes/No

TABLE 2 - NON-PRICE RATED EVALUATION CRITERIA	Max 80 points
1. Government of Canada Experience with Artificial Intelligence (AI)	**XX/10**
1.1 Respondents to provide a maximum of five (5) relevant examples that concisely describe the experience in the application and implementation of Artificial Intelligence (AI) technology services (includes natural language processing, the parsing and extraction of structured and unstructured data, including the analysis of, and automated data entry of, parsed and extracted data elements) within the Government of Canada (includes Departments, Agencies and Crown Corporations).	Max 10 points 2 points per project

TABLE 2 - NON-PRICE RATED EVALUATION CRITERIA	Max 80 points

At least one example <u>must</u> be a project as a Prime Contractor in the application and implementation of AI for the Government of Canada.
 	
Other project examples may be prior experience as a prime or sub-contractor.
 	
Two (2) points will be awarded per project, for a maximum of 5 projects.
 	
Bid submission requirement: In order to demonstrate this experience, the Proponent must provide a brief written summary of the project. Within the project summary the Proponent must provide the following information:
    1. Name of client and brief description of project,
    2. Brief description of the type and scope of services provided,
    3. Methodology used and results,
    4. Duration of the project, including the start and end dates (month/year to month/year), telephone number and/or email address of the client reference to whom the Proponent reported, the contact information may be used to validate the information provided	

2. Proposed Project Plan	**XX/16**

2.1   Proponent must provide a draft project implementation plan consistent with all requirements described for work within the Appendix A (RFP Particulars).
 	
Bid submission requirement: Within the draft project plan, the Proponent to provide the following information:
    1. A project schedule with dates and times (2 points)
    2. The methodology, including detailed information on the work to be performed (4 points)
    3. A brief description of the proposed tools and resources (2 points)
    4. A breakdown table of the level of effort, including the estimated days with consultant resources and CCC's resources allocations. (8 points)
	Max 16 points

3. Support and Maintenance Plan	**XX/16**
3.1 The Proponent must include a description of its support and maintenance services, which must be consistent with all the requirements described for work within the Appendix A (RFP Deliverables).	Max 16 points

TABLE 2 - NON-PRICE RATED EVALUATION CRITERIA	Max 80 points
Bid submission requirement: At a minimum, the Proponent must describe its: 1. Problem reporting and response procedures; (5 points) 2. Escalation procedures; (5 points) 3. On-site and off-site support availability; (5 point) and 4. Any enhancements to the basic requirements that the Proponent is offering. (1 point)	
4. Training Plan	**XX/16**
4.1 Description of the Proponent's training plan and system documentation consistent with all the requirements described for work within the Appendix A (RFP Particulars). **Bid Submission Requirement:** At a minimum the Proponent must describe its training plan and system documentation for: 1. System Users (2 points) 2. System Administrators or Technical Specialists (2 points) 3. System Developers (2 points) 4. System Report Writers (2 points)	Max 16 points
5. Ability to meet CCC timelines	**XX/14**
5.1 It is understood that the project schedule will depend, to some degree, on the date of Contract signing. However, it is expected that a Pilot of the automation solution will be available no later than May 1, 2024. The fully operational solution itself, will be in Production no later than July 1, 2024. **Bid Submission Requirement:** Please respond in detail, how you will work to address the key deployment dates described above. 1. Meet the requirement to have a solution in Pilot mode no later than May 1, 2024 (7 points) 2. Meet the requirement to have a fully operational solution in Production environment no later than July 1, 2024 (7 points)	Max 14 points
6. Team Portfolio	**XX/7**
6.1 The Proponent must demonstrate their professional services resources experience and skills in implementing AI projects. The Proponent should recommend a minimum	Max 7 points

TABLE 2 - NON-PRICE RATED EVALUATION CRITERIA	Max 80 points

of three (3) project team resources that will be involved in designing, configuring and deploying the automation solution for CCC. The proposed resources should have prior experience in configuring and/or deploying the proposed technical solution.

Description of roles:

Project Manager:

1. The Project Manager is responsible for the coordination, delivery and quality of all Work performed by the Proponent.
2. The Project Manager is responsible for coordinating and reporting on all the Project Management elements of the project such as Time Planning, Scheduling and Control, Estimating and Cost Planning, and Risk Management, throughout the project.
3. The Project Manager is responsible for establishing and maintaining a clear and working communications strategy throughout the project with all key project stakeholders. The Project Manager must ensure that a clear communications contact is identified and maintained for all major areas of the project, with particular attention to the CCC Project Manager, and each of the Contractor's team components.
4. The Project Manager will be the prime contact for the Contractor's team and the CCC Project Manager.

Technical Lead:

1. As a key member of the Contractor's team to have primary technical responsibility for the overall technical configuration and deployment activities of the proposed document automation solution. The Technical Leads works with the CCC project team to ensure a holistic integration of the CCC requirements into the overall software design and configuration.
2. Responsible to ensure that business requirements, business rules and CCC's current workflows are configured and tested in the solution.
3. Ensure that the appropriate test plans and test cases are developed, documented and successfully executed. Furthermore, works with the CCC team to ensure that testing is completed successfully and to meets CCC's acceptance criteria.

TABLE 2 - NON-PRICE RATED EVALUATION CRITERIA	Max 80 points
Business Analyst: 1. As a key member of the Contractor's team, it is the Business Analyst's primary responsibility to ensure that all document elements, business requirements and business rules are incorporated into the solution through the use of a best practise mindset. 2. It is also the Business Analyst's role to work hand-in-hand with the Project Manager, Technical Lead and the CCC team to ensure that the proposed solution addresses CCC's expected outcome of this project. **Other team members:** 1. Other key members of the project team that will be needed. **Bid submission requirement:** Proponent must provide: A list of the names of all project team resources, including each resources' Curriculum Vitae (CV) relevant projects, demonstrating; 1. Project Manager: Minimum of ten (10) years managing similar sized AI or software implementation projects, with PMP, PRINCE2 or equivalent certification. (2 points) 2. Technical Lead: Experience in leading the technical configuration and deployment activities of the proposed document automation solution. Relevant certifications with the application must also be included. (2 points) 3. Business Analyst: Experience in gathering and documenting business processes and requirements. Relevant certifications with the application and in Business Analysis (e.g. Lean Six Sigma, CBAP, etc.) must also be included. (2 points) 4. Other Project team members as needed: Minimum of one (1) project experience in the implementation of the Proponents proposed solution. (1 point)	
7. Support of under-represented groups	**XX/1**
7.1	The Government of Canada has placed a priority on its efforts around equity, diversity and inclusion (EDI) and is interested in better understanding how its programs, including CCC's services are benefitting its customers and in particular those that are owned or led by members of under-represented groups. In response to this GC priority, CCC has begun to collect data on the composition of underrepresented	Max 1 point

TABLE 2 - NON-PRICE RATED EVALUATION CRITERIA	Max 80 points
groups within the ownership and leadership structures of the companies that CCC supports. **Bid Submission requirement**: Please explain in detail if your project team includes the composition of underrepresented groups within the ownership and leadership structures as a prime or sub-contractor.	
TOTAL FOR RATED REQUIREMENTS – XX/80	

For the proposal to be technically acceptable, it must score a minimum of 56 points out of 80 points (70% - Meets stated requirements). A proposal that does not meet that score will be disqualified from the process.

TABLE 3 - PRICE PROPOSAL EVALUATION		XX/20 points
1	Provide pricing for professional services to configure and implement the solution (includes training). Please use the table (Pricing – Development) found in Schedule 1 of this Appendix B - Pricing Forms.	Max 12 points
2	Provide pricing for annual licensing fees. Please use the table (Pricing – Development) found in Schedule 1 of this Appendix B - Pricing Forms.	Max 3 points
2	Provide pricing for annual support and maintenance for a three-year period. Please use the table (Pricing - Maintenance) found in Schedule 1 of this Appendix B – Pricing Forms.	Max 3 points
3	Provide hourly rates as the basis for any ad hoc additional requirements for a three-year period. Please use the table (Pricing – Hourly Rates) found in Schedule 1 of this Appendix B – Pricing Forms.	Max 2 points

The top three (3) proponents will be invited to provide a presentation following the evaluation.

TABLE 4 - PRESENTATION	MAX 20 POINTS
Demonstrations will be scored out of a total score of 20 points. The following elements will be scored during the demo: • Seven (7) points: Ease of use of the solution and User Experience • Ten (10) points: Ability to demonstrate recognition and capture of data from CCC documents (details will be provided to the selected bidders) • Three (3) points: Ability to answer CCC's questions.	XX/20

Schedule 1 to APPENDIX B - Forms

**Government of Canada Experience with Artificial Intelligence
Form**

Government of Canada Experience with Artificial Intelligence Form	
Example No.	
Name of the client:	
Title of the Project:	
Role (Prime / Sub)	
Duration:	
Start date & end date	month-year to month-year
Contact:	
Telephone:	
Email:	
Brief description of the type and scope of the services provided:	
Methodology used:	
Complexity, identify any unique and relevant issues successfully addressed:	
Outcome/Results:	

Schedule 1 to APPENDIX B - Forms

Pricing Forms

PRICING – DEVELOPMENT		Price
1	Price of professional services for solution configuration and implementation (including training).	
2	Annual end-to-end licencing	

PRICING – MAINTENANCE		Year 1	Year 2	Year 3
3	Provide pricing for annual support and maintenance for a three-year period			

PRICING – HOURLY RATES	Year 1	Year 2	Year 3
Resource 1			
Resource 2			
Resource 3			

APPENDIX C – SUBMISSION FORM
Document Automation Solution

[Please use the MS Word version provided to complete the form]

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CCC and the proponent unless and until CCC and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by CCC prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

(a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:

    (i)   prices;

    (ii)   methods, factors or formulas used to calculate prices;

    (iii)   the quality, quantity, specifications or delivery particulars of the Deliverables;

    (iv)   the intention or decision to submit, or not to submit, a proposal; or

    (v)   the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and

(b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

_____

_____

_____

_____

_____

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of CCC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

_____

_____

_____

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby agrees that, for any Agreement resulting from this RFP, CCC will publicly disclose the following information:

    (a) Description of the goods and services;
    (b) The name and address of the parties;
    (c) The date of award and Agreement period;
    (d) The value of the Agreement;
    (e) The reference number assigned to the Agreement, if any;
    (f) The type of procurement method used, and in cases where limited tendering was used, a description of the circumstances justifying its use; and
    (g) Any other information that, in accordance with the Treasury Board policies, must be published.

The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CCC to the advisers retained by CCC to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

The proponent hereby agrees that CCC may release to the other proponents the name of the successful proponent and the total points obtained by the successful proponent. This condition is subject to the requirements of the Privacy Act and the name and score of an individual will be released only in accordance with the requirements of the Privacy Act. We further acknowledge and agree that we shall have no right to claim against CCC, its employees, agents or servants of the Crown, in relation to such disclosure of information.

10. Availability of Resources

We represent and warrant that the entities and persons proposed in the Proposal to perform the Deliverables will be the entities and persons that will perform the Deliverables in the fulfilment of the Project under any contractual arrangement arising from submission of the Proposal. Save for poor performance as determined by the proponent, changes to the project resources following contract award shall only be made if pre-approved by CCC for causes due to events beyond the control of the proponent, including: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

11. Proponent Declaration

The proponent declares that:

    a. our proposal does not include delivery of goods that originate, either directly or indirectly, from entities listed, in relation to terrorist groups and those who support them, under subsection 83.05(1) of the Criminal Code of Canada, and identified thereto in a "List of Entities" which may be found at:

        http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx or
        http://www.publicsafety.gc.ca/cnt/ntnl-scrt/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx.

b. neither we nor any member of the proponent have, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*;

c. neither we nor any member of the proponent have been convicted of an offence or sanctioned within the last five (5) years under Section 239 of the *Income Tax Act* (Revised States of Canada, 1985, chapter 1, 5th Supplement), Section 327 of the *Excise Tax Act* (Revised States of Canada, 1985, Chapter E-15) or any equivalent or similar provision contained in a provincial statute;

d. neither we nor any member of the proponent have ever been convicted of an offence under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office), Section 380 (Fraud) or Section 418 (Selling defective stores to His Majesty) of the *Criminal Code of Canada* (https://laws-lois.justice.gc.ca/eng/acts/c-46/), or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against His Majesty), Section 154.01 (Fraud against His Majesty) of the *Financial Administration Act* (https://laws-lois.justice.gc.ca/eng/acts/F-11/) or the *Corruption of Foreign Public Officials Act* (https://laws-lois.justice.gc.ca/eng/acts/c-45.2/);

e. neither we nor any member of the proponent have ever been convicted of an offence under any of the provisions referred to in subsection 750(3) of the *Criminal Code* or that, if the Respondent or any member of the proponent has been convicted of any of those offences, it is one for which

   i.   a pardon was granted under the *Criminal Records Act* – as it read immediately before the coming into force of section 109 of the *Safe Streets and Communities Act* – that has not been revoked or ceased to have effect;

   ii. a record suspension has been ordered under the *Criminal Records Act* and that has not been revoked or ceased to have effect;

   iii. an order of restoration was made under sub-section 750(5) of the *Criminal Code* that restores the proponent's capacity to enter into the Agreement or to receive any benefit under the Agreement as the case may be; or

   iv. the conviction was set aside by a competent authority.

f. We have not been declared ineligible by His Majesty or under Canadian laws, official regulations, or by an act of non-compliance with a decision of the United Nations Security Council, and we understand that in the event that any such circumstances arise we may be deemed ineligible for contract award.

Signature of Proponent Representative   _____

Name of the Proponent Representative   _____

Title of the Proponent Representative   _____

Date   _____

I have the authority to bind the proponent.

APPENDIX D – VENDOR SECURITY QUESTIONNAIRE

Vendor Name:	
Completed By:	Name of person responding
Date Completed:	

#	Question	Vendor Response	Vendor Comments
1	**Document Requests**		
1.1	Please attach a copy of your information security policy		
1.1	Please attach a copy of any information security or privacy certifications (e.g. ISO 27001, PCI DSS, GDPR)		
1.3	Please attach a copy of any relevant audit reports that cover information security controls (e.g. SOC 2)		
1.4	Please attach a copy of your latest penetration test and/or vulnerability assessment report		
2	**Asset Management**		
2.1	Do you maintain an inventory of all hardware and software assets, including ownership?		
2.2	Do you have an information classification scheme and process designed to ensure that information is protected according to its confidentiality requirements?		
2.3	Do you maintain an inventory or map of data flows between both internal and external information systems?		
3	**Governance**		
3.1	Do you have an information security policy that has been approved by management and communicated to all applicable parties?		
3.2	Do you have an information security policy exception process that includes formal acceptance of risk by the risk owner?		
3.3	Do you have a process for reviewing your information security policy at least biennially?		
3.4	Do you regularly perform security threat and risk assessments on critical information systems using an industry-standard risk assessment methodology?		
3.3	Have you designated an individual, who is at least at a manager level, who is responsible for information security activities?		
3.6	Do you have a process designed to monitor changes to regulations and ensure compliance with relevant security requirements?		
4	**Supply Chain Risk Management**		
4.1	Do you perform security assessments on potential suppliers prior to entering into agreements with them?		
4.2	Do your agreements with suppliers include appropriate measures designed to meet security requirements?		
4.3	Do you regularly evaluate suppliers to ensure that they are meeting their security obligations?		
5	**Identity Management, Authentication, and Access Control**		
5.1	Is all access to information systems formally approved by the appropriate asset owner?		
5.2	Can all access to information systems be traced to unique individuals?		
5.3	Are all access rights to information systems regularly reviewed for appropriateness by the asset owners?		
5.4	Are all access rights to information systems immediately revoked upon employee/contractor termination or change of role?		
5.5	Do you restrict and control the use of privileged accounts through the use of a Privileged Account Management system or equivalent controls?		
5.6	Do you manage access permissions and authorizations, incorporating the principles of least privilege and separation of duties?		
5.5	Do you require the use of multi-factor authentication for all remote access to organizational data, including email?		
5.6	Do you require the use of multi-factor authentication for all administrative access to cloud-based information systems?		
6	**Human Resource Security**		

6.1	Do you have an information security awareness program designed to ensure that all employees and contractors receive security education as relevant to their job function?		
6.2	Do you conduct regular phishing simulation tests of your employees?		
6.2	Do you conduct appropriate background checks on all new employees based on the sensitivity of the role that they are being hired for?		
.3	Do you require all new employees and contractors to sign confidentiality agreements?		
7	**Data Security**		
7.1	Do you require that all removable media, which may contain organizational data, is encrypted?		
7.2	Do you require that all media, including hardcopies, containing organizational data is disposed of securely when no longer required?		
7.3	Have you implemented data loss prevention tools?		
7.3	Do you employ full disk encryption on all laptops?		
7.5	Do you encrypt databases?		
8	**System Acquisition, Development, and Maintenance**		
8.1	Are information security requirements defined for all new information systems, whether acquired or developed?		
8.2	Are development and testing environments separate from the production environment?		
8.3	Is data used for development and testing protected through anonymization?		
8.4	Are information security requirements tested to ensure that they function as designed?		
8.5	Are your applications developed with secure coding practices, including the OWASP Top 10 Most Critical Web Application Security Risks?		
8.6	Are your web applications protected by an application layer firewall?		
8.7	Do you incorporate threat modeling into application design?		
8.6	Is application source code tested for vulnerabilities using source code reviews or static application security testing?		
8.7	Are new information systems scanned for vulnerabilities prior to deployment?		
8.10	Do you monitor and restrict the installation of unauthorized software?		
9	**Physical and Environmental Security**		
9.1	Data Residency- are all CCC data processed and stored in a data center located in Canada? This applies to all data backups and copies. Please add the name and location(s) of the used data center(s)		
9.2	Are physical security perimeter controls implemented around sensitive locations such as data centers?		
9.3	Are all visitors appropriately identified, logged, and escorted while in sensitive locations?		
10	**Information Protection Processes and Procedures**		
10.1	Are security configuration baselines defined and implemented for all endpoints and network devices?		
10.2	Do you use automated tools to verify that endpoints and network devices comply with their baselines?		
10.2	Do you segregate your network into zones based on trust levels, and control the flow of traffic between zones?		
10.3	Do you control the transfer of information to external parties through authentication and encryption?		
10.4	Are all changes to information systems recorded, planned, and tested?		
10.5	Are all information systems that are susceptible to malware protected by up-to-date anti-malware software?		
10.6	Do you have a backup and recovery process designed to ensure that data can be recovered in the event of unexpected loss?		
10.7	Do you segregate wireless network access for BYOD and guest access from your production network?		
10.8	Do you enforce containerization on all mobile devices that may contain organizational data, including email, whether those devices are owned by the organization or by employees?		
10.10	Do you have the capability of deleting all organizational data from mobile devices, whether owned by the organization or by employees, in the event that the device is lost or stolen?		

10.9	Do you monitor external sources, such as vendor bulletins, for newly identified vulnerabilities and patches?		
10.10	Do you evaluate, test, and apply information system patches in a timely fashion according to their risk?		
11	**Protective Technology**		
11.1	Have security event logging requirements been defined, and are all information systems configured to meet logging requirements?		
11.2	Are security event logs protected and retained per defined logging requirements?		
11.3	Have you deployed intrusion detection or prevention systems at the network perimeter?		
11.4	Have you deployed tools to limit web browsing activity based on URL categories?		
11.4	Have you deployed controls to detect and mitigate denial of service attacks?		
12	**Security Continuous Monitoring**		
12.1	Have you deployed automated tools to collect, correlate, and analyze security event logs from multiple sources for anomalies?		
12.2	Do you monitor privileged user activity to detect potential security events?		
12.3	Do you monitor user activity to detect potential security events?		
12.4	Are security alerts monitored 24x7?		
12.3	Do you employ automated tools to scan information systems for vulnerabilities on a regular basis?		
12.6	Do you perform penetration tests on all web applications and services, in accordance with standard penetration testing methodologies?		
13	**Information Security Incident Management**		
13.1	Do you have a formal, documented security incident response plan?		
13.2	Do you conduct regular tests of your security incident response plan?		
13.3	Are all security incidents recorded, classified, and tracked?		
13.4	Are forensic investigations conducted as part of incident response?		
14	**Privacy**		
14.1	Do you have a data retention policy and process that is designed to meet relevant privacy regulations?		
14.2	Do you maintain an inventory and mapping of where all personal data is stored that includes cross-border data flows?		

Professional Services Contract
Project: [enter PJ no.] – RC: [enter RC] – Acct: [enter acct]

BETWEEN:

Canadian Commercial Corporation
350 Albert Street, suite 700
Ottawa, Ontario   K1A 0S6

(Referred to in this contract as "**CCC**")

AND

[Enter Contractor's name and address]

(Referred to in this contract as **CONTRACTOR**)

(CCC and the CONTRACTOR are hereinafter individually referred to as "Party" or collectively referred to as the "Parties")

WHEREAS CCC requires the requires the services of [enter short description of the services] as more fully described in Appendix B (the **"Deliverables"**);

AND WHEREAS the CONTRACTOR has agreed to perform the aforesaid Deliverables;

NOW THEREFORE, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth in this Professional Services Contract (the **"Contract"**), the Parties agree as follows:

A1 - CONTRACT

1.1   The following documents and any amendments relating thereto form the Contract between CCC

and the CONTRACTOR.

a)   The Preamble, signature blocks and Articles A1 to A6;
b)   APPENDIX A - GENERAL CONDITIONS;
c)   APPENDIX B - DELIVERABLES;
d)   APPENDIX C - METHOD AND BASIS OF PAYMENT; and
e)   APPENDIX D - PRIVACY REQUIREMENTS.

1.2   In the event of discrepancies, inconsistencies of ambiguities of the wording of these documents, the wording of the document that first appears on the above list shall prevail over the wording of a document subsequently appearing on the list.

A2 - DATE OF COMPLETION

2.1   The CONTRACTOR shall perform the Deliverables, between the Effective Date of the Contract (defined in Article A5) and [enter end date]. Deliverables will be performed with care, skill, diligence and efficiency.

A3 - CONTRACT PRICE

3.1   Subject to the terms and conditions of the Contract and in consideration for the performance of Deliverables, CCC shall pay the CONTRACTOR:

3.1.1   the sum of an amount not to exceed CAD $[enter value] plus GST/HST.

3.2   Payment of the Contract Price shall be in accordance with the attached Appendix C (Method and Basis of Payment).

3.3   The CONTRACTOR will be reimbursed for authorized travel and living expenses reasonably and properly incurred in the performance of the Deliverables, at cost and with no allowance for profit and/or administrative overhead. Authorization shall be agreed between CCC and the CONTRACTOR prior to such expense being incurred, and the CONTRACTOR shall provide to CCC original receipts for such expenses to be processed for reimbursement. Record of such expenses must be kept and may be audited by CCC in accordance with Article GC8 (**Records to be kept by the CONTRACTOR)**.

A4 - GOVERNING LAW AND DISPUTE RESOLUTION

4.1   The Contract shall be governed by and construed in accordance with the laws in force in the Province of Ontario.

4.2   In the event of any dispute between the CONTRACTOR and CCC under the Contract, the Parties shall attempt to settle the matter amicably. In the event that the matter is not so settled and either Party wishes to pursue the matter further, it shall be referred to arbitration in accordance with the *Commercial Arbitration Act* (R.S.C.1985, c.17, 2nd Supp.). Such arbitration shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada

applicable therein. The arbitration decision shall be final and binding upon the Parties.

A5 – EFFECTIVE DATE

5.1   Effective Date shall be the date the Contract is signed by both Parties. If the Contract is signed on different dates, the Effective Date shall be the date of the last signature.

A6 - COUNTERPART EXECUTION

6.1   The Contract may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Contract. The Parties further agree that a PDF signature shall be deemed to be and shall have the same effect as an original signature.

The Contract has been executed on behalf of the CONTRACTOR and on behalf of CCC by their duly authorized officers.

For the CONTRACTOR:	For CCC:
[Enter name]	[Enter name]
Signature:	Signature:
Date:	Date:

- - -

APPENDIX A - GENERAL CONDITIONS

GC1 - Interpretation

1.1   In the Contract:

    1.1.1   **"CCC"** includes a person acting for, or appointed by CCC for the purpose of the Contract;

    1.1.2   **"CCC's Representative"** means the officer or employee of CCC who is designated to perform any of CCC's functions under the Contract.

GC2 - Assignments

2.1   The Contract shall not be assigned in whole or in part by the CONTRACTOR without the prior written consent of CCC. Any assignment made without that consent is void and of no effect.

2.2   No assignment of the Contract shall relieve the CONTRACTOR from any obligation under the Contract or impose any liability upon CCC.

GC3 - Time of the Essence

3.1   Any delay by the CONTRACTOR in performing the CONTRACTOR's obligations under the Contract that is caused by an event beyond the control of the CONTRACTOR, shall be resolved without incurring unreasonable costs through the use of work-around plans including alternative sources or other means, and shall constitute an excusable delay. Events that constitute an excusable delay may include, but are not restricted to: Acts of God, Acts of Her Majesty, acts of local or provincial governments, fires, floods, epidemics, strikes or labour unrest, freight embargoes and unusually severe weather.

3.2   The CONTRACTOR shall give notice to CCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the Deliverables affected by the delay. The CONTRACTOR shall also deliver a description, in a form satisfactory to CCC, of work-around plans including alternative sources and any other means that the CONTRACTOR will utilize to overcome the delay and endeavour to prevent any further delay. Upon approval in writing by CCC of work-around plans, the CONTRACTOR shall implement the work-around plans, and use all reasonable means that do not require incurring unreasonable costs to recover any lost time as a result of the excusable delay.

3.3   Unless the CONTRACTOR complies with the notice requirements set forth in the Contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.

3.4   Notwithstanding that the CONTRACTOR has complied with the requirements of Clause 3.2 CCC may exercise any right of termination contained in Article GC6 (Termination or Suspension).

GC4 - Indemnification

4.1   The CONTRACTOR shall indemnify and save harmless CCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner, based upon, occasioned by, or attributable to any injury to or death of a person, damages or loss of property, or any consequential or economic loss arising from any willful or negligent act, omission or delay on the part of the CONTRACTOR or the CONTRACTOR's agents in performing the Deliverables or as a result of the Deliverables or the performance or purported performance of the Contract.

4.2   The CONTRACTOR shall indemnify CCC from all costs, charges and expenses whatsoever that CCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of any intellectual property resulting from the performance of the CONTRACTOR's obligations under the Contract, and in respect of the use of or disposal by CCC of anything furnished pursuant to the Contract.

4.3   The CONTRACTOR's liability to indemnify or reimburse CCC under the Contract shall not affect or prejudice CCC from exercising any other rights under the law of equity or common law.

4.4   CONTRACTOR's total aggregate liability for any loss or damage arising out of or relating to this agreement or the services, whether in contract or tort (including negligence), under statute or otherwise, shall be limited to $2,000,000 Canadian dollars. CONTRACTOR shall have no liability for any consequential, incidental, indirect, punitive or special damages in connection with this agreement or the services, including any amount for loss of profit, data or goodwill. The preceding limitations regarding the CONTRACTOR'S liability will not apply to fraud, wilful misconduct or grossly negligent acts, omissions or delays on the part of the CONTRACTOR or the Contractor's agents, or service providers or to the extent prohibited by applicable law or professional regulations.

GC5 - Notice

5.1   Where in the Contract any notice, request, direction, or other communication is required to be given or made by either Party, it shall be in writing and is effective if delivered in person, sent by registered mail, or by electronic mail addressed to the Party for whom it is intended at the address set out below. Any notice, request, direction or other communication shall be deemed to have been given (a) if by registered mail, when the postal receipt is acknowledged by the other Party; and (b) if by electronic mail, when sent with proof of receipt. The address of either Party may be changed by notice in the manner set out in this provision.

        5.1.1   CCC's Representative

                [Enter CCC rep]

        5.1.2   CONTRACTOR's Representative

                [Enter Contractor's rep]

GC6 - Termination or Suspension

6.1   CCC may terminate or suspend the Contract with respect to all or any part of the Deliverables not completed by providing written notice to the CONTRACTOR. Upon such notice being given, the Supplier shall immediately cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of Deliverables as are not affected by the termination.

6.2   All portions of the Deliverables completed by the CONTRACTOR to the satisfaction of CCC before the giving of such notice shall be paid for by CCC in accordance with the provisions of the Contract and, for all portions of the Deliverables not completed before the giving of such notice, CCC shall pay the CONTRACTOR's costs as determined under the provisions, if any, of the Contract, relating thereto, and, in addition, an amount representing a fair and reasonable fee in respect of such portion of the Deliverables. Where there are no provisions in the Contract respecting the CONTRACTOR's costs, CCC shall pay such a sum as CCC shall determine to be

the CONTRACTOR's reasonable costs.

6.3   In addition to the amount which the CONTRACTOR shall be paid under Clause 6.2, the CONTRACTOR shall be reimbursed for the CONTRACTOR's cost for the cancellation of any obligation incurred by the CONTRACTOR with respect to the Contract.

6.4   Payment and reimbursement under the provision of Article GC6 shall be made to the extent that it is established to the satisfaction of CCC that the costs and expenses were actually incurred by the CONTRACTOR and that the same are fair and reasonable and are properly attributable to the termination or suspension of the Contract or the part thereof so terminated.

6.5   The CONTRACTOR shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the CONTRACTOR under the Contract, exceeds the Contract Price applicable to the Deliverables or the portion at issue.

6.6   The CONTRACTOR shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by CCC under the provisions of Article GC6 as expressly provided herein.

GC7 - Termination due to default of the CONTRACTOR

7.1   CCC may, by written notice to the CONTRACTOR, terminate the whole or part of the Contract if:

(i)   the CONTRACTOR becomes bankrupt or insolvent, or a receiving order is made against the CONTRACTOR, or an assignment is made for the benefit of the creditors, or if an order is made or resolution passed for the winding up of the CONTRACTOR, or if the CONTRACTOR takes the benefit of any statute for the time being in force relating to the bankrupt or insolvent debtors, or

(ii)   the CONTRACTOR fails to perform any of the CONTRACTOR's obligations under the Contract, or, in CCC's view, so fails to make progress to endanger performance of the Contract in accordance with its terms.

7.2   In the event that CCC terminates the Contract in whole or in part under Clause 7.1, CCC may arrange, upon such terms and conditions and in such manner as CCC deems appropriate, for the Deliverables to be completed.

7.3   Upon the termination of the Contract under Clause 7.1, CCC may require the CONTRACTOR to deliver and transfer title to CCC in a manner and to the extent directed by CCC, of any finished portion of the Deliverables that has not been delivered and accepted prior to such termination and any materials of work-in-progress which the CONTRACTOR has specifically acquired or produced for the fulfilment of the Contract. CCC shall pay the CONTRACTOR for all such completed portions of the Deliverables delivered pursuant to such direction and accepted by CCC the cost to the CONTRACTOR of all materials and work-in-progress delivered to CCC, pursuant to such direction. CCC may withhold from the amount due the CONTRACTOR, such

sums as CCC determines to be necessary to protect CCC against excess costs for the completion of the Deliverables.

7.4   The CONTRACTOR shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the CONTRACTOR under the Contract, exceeds the Contract Price applicable to the Deliverables or portion at issue.

7.5   If after CCC issues a notice of termination under Clause 7.1 it is determined by CCC that the default of the CONTRACTOR is due to causes beyond the control of the CONTRACTOR, such notice of termination shall be deemed to have been issued pursuant to Article GC6 (Termination or Suspension) and the rights and obligations of the Parties shall be governed by Article GC6 (Termination or Suspension).

GC8 - Records to be kept by the CONTRACTOR

8.1   The CONTRACTOR shall keep proper accounts of the cost of the Deliverables and all expenditures or commitments made by the CONTRACTOR including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of CCC who may make copies and take extract therefrom.

8.2   The CONTRACTOR shall afford facilities for audit and inspection and shall furnish the authorized representatives of CCC with such information and CCC may from time to time require with reference to the documents referred to herein.

8.3   The CONTRACTOR shall not dispose of the documents referred to herein without the written consent of CCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Contract or, in the absence of such specification, for a period of two (2) years following the completion of the Deliverables.

9   CCC's audit rights under this agreement (if any) shall be limited solely to a review of those CONTRACTOR books and records necessary to substantiate fees and expenses charged to client.

GC9 - Ownership of Intellectual Property and Other Property Including Copyright

9.1   Documentation produced by the CONTRACTOR in performance of the Deliverables under the Contract shall vest in and shall remain the property of CCC, and the CONTRACTOR shall account fully to CCC in respect of the foregoing in such manner as CCC shall direct.

9.2   Documentation shall contain the following copyright notice:

© CANADIAN COMMERCIAL CORPORATION

9.3   Information and documentation conceived and developed under the Contract shall be the property of CCC. The CONTRACTOR shall have no rights to the same. The CONTRACTOR shall not divulge or use such information and documentation, other than in performing the

Deliverables under the Contract, and shall not sell other than to CCC, its content, in part or in total.

9.4   CONTRACTOR shall retain all rights in any templates, precedents, utilities, tools, models, systems, software, methodologies, know-how, practices and other intellectual property which have been created, developed or licensed by CONTRACTOR prior to or in connection with the performance of the services. CONTRACTOR shall also own its working paper files. For greater clarity and avoidance of any doubt and as set forth under Clauses 9.1 and 9.3, all information and documentation including without limitation the documentation and Deliverables conceived and developed under the Contract shall be, vest and shall remain the sole property of CCC and the CONTRACTOR shall have no right to the same.

GC10 - Conflict of Interest and a Harassment-Free Workplace

10.1   The CONTRACTOR declares that the CONTRACTOR has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the Deliverables. Should such an interest be acquired during the life of the Contract, the CONTRACTOR shall declare it immediately to CCC's Representative.

10.2   The CONTRACTOR shall be subject to CCC's Policy for Harassment-Free Workplace. Substantiated complaints of harassment against the CONTRACTOR by employee (s) of CCC, may result in exercise of the right of termination in Article GC6 (Termination or Suspension).

GC11 - CONTACTOR Status

11.1   This is a Contract for the performance of a service and the CONTRACTOR is engaged under the Contract as an independent CONTRACTOR for the sole purpose of providing a service. Neither the CONTRACTOR nor any of the CONTRACTOR's personnel is engaged under the Contract as an employee, servant or agent of CCC. The CONTRACTOR shall be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Workmen's Compensation or Income Tax.

GC12 - Warranty by the CONTRACTOR

12.1   The CONTRACTOR warrants that the CONTRACTOR is competent to perform the Deliverables required under the Contract in that the CONTRACTOR has the necessary qualifications including the knowledge, skill and ability to perform the Deliverables.

12.2   The CONTRACTOR represents and warrants that the entities and persons proposed by the CONTRACTOR to perform the Deliverables and agreed to by CCC, will be the entities and persons that will perform the Deliverables, except in cases where they become unavailable for reasons beyond CONTRACTOR's control (such as death, disability, illness, leave of absence, retirement, or resignation) or have been removed by CONTRACTOR for cause or performance reasons. If the CONTRACTOR is unable to provide the services of any specific individual identified in the Contract, the CONTRACTOR must give notice to CCC of the reasons for

replacing the person or entity and must provide a replacement with at least equivalent qualifications and experience, and be pre-approved in writing by CCC.

12.3   The CONTRACTOR warrants the CONTRACTOR shall provide under the Contract a quality of service at least equal to that which the contractors would expect of a competent contractor in a like situation.

GC13 - Members of the House of Commons

13.1   No member of the House of Commons shall be admitted to any share or part of the Contract or to any benefit to arise here from.

GC14 - Amendments

14.1   No amendments of the Contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment approved by both Parties to the Contract.

GC15 - Entire Agreement

15.1   The Contract and its appendices constitutes the entire agreement between the Parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference to the Contract.

GC16 - Confidentiality

16.1   The CONTRACTOR and CCC shall use all information regarding each other's business that the other Party has identified as being of a proprietary or confidential nature, solely for the purpose of the Contract. Such information shall be kept confidential for an unlimited period of time and shall not be disclosed except for the purpose of providing the Deliverables, unless the prior written consent to disclosure of the Party who has supplied the information is obtained or the disclosure is otherwise required by law.

GC 17 - Waiver

16.1   A waiver of the breach of any provision of the Contract shall not be binding upon either Party, unless it is in writing and signed by the waiving Party and delivered to the other Party. A waiver by a Party of any provision of the Contract shall not constitute a continuing waiver, or a waiver of one or any of the other provisions, unless such waiver shall specifically provide otherwise.

GC 18 – Invalid Provisions

17.1   If any one or more of the provisions contained in the Contract shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

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APPENDIX B - STATEMENT OF DELIVERABLES

[Enter SOW]

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APPENDIX C – METHOD AND BASIS OF PAYMENT

1.   CONTRACTOR's invoices shall:
    1.1   be submitted for payment no more than once a month;
    1.2   be invoiced per the basis payment below;
    1.3   state the performance period and description of the Deliverables performed; and
    1.4   be accompanied by substantiating documentation in accordance with the terms and conditions of the Contract.

2.   Basis of Payment
    2.1   Starting work on [enter date] and ending on [enter date].
    2.2   Hourly rate of $[enter rate] with a regular business day of [enter hours] hours.
    2.3   Timesheet approved by [enter name]
    [enter any other basis if not those above, delete them]

3.   If CCC has any objection to the invoice or the substantiating documentation within fifteen (15) calendar days of its receipt, CCC shall notify the CONTRACTOR of the nature of the objection.

4.   Payment by CCC shall be made within thirty (30) calendar days following the date on which a valid invoice for completed Deliverables has been received.

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APPENDIX D - PRIVACY AND SECURITY REQUIREMENTS

Privacy Requirement

The provisions of the *Privacy Act,* which include restrictions on the collection, use, disclosure, retention and disposal of personal information, will be applied to the Contract.

Any personal information in the custody of the CONTRACTOR will not be disclosed to anyone except those employees of CCC and the CONTRACTOR with the required clearance and on a need to know basis.

Documents, diskettes, tapes and any other media containing personal information will be kept in locked containers. Personal information stored in a computerized database shall be protected by a password which is to be changed regularly and immediately following the permanent departure of a staff member from the CONTRACTOR's facility.

Security Clause

All CONTRACTOR personnel who will access CCC files to perform the Deliverables, shall EACH hold a valid security clearance of Reliability.

This clearance is granted or approved by Canadian Industrial Security Directorate ("CISD")/Public Works and Government Services Canada ("PWGSC")." The CONTRACTOR must ensure the security and confidentiality of all working papers (including working papers in electronic formats) related to Deliverables such that there are no violations of the Privacy Act or any other relevant legislation.