



**SURETY**  
ASSOCIATION OF  
CANADA

**ASSOCIATION**  
CANADIENNE  
DE CAUTION

# **Checklist**

## **Industry Requirements for E-Bonding Solutions**

### **Based on Surety Association of Canada Vendor Guidelines**

Version: October 19, 2009

**Technology Assessed:**

**Infinite Source Systems: PlanSource**

Assessment date: November 5, 2009

Re-Assessment date: March 2013 (Published June 21, 2013)

The Surety Association of Canada provides this checklist as a service only, as guidance to e-bonding providers. The Surety Association of Canada accepts no liability that may result from its Guidelines or from partially and fully completed Checklists.

## Overall Observations and Comments:

“PlanSource” is a software platform developed and owned by Infinite Source and designed for on-line bidding and bid submission services. Clients become ‘Site Owners’ and are typically either Owners, Owner groups, or Bid Depositories. Upgrades made to the software (which sits within a cloud environment) are automatically imposed to all Site Owners.

PlanSource is not designed to be an independent service solution for the development of electronic surety bonds. Rather, it provides an accompanying ebonding service as an option to complement and complete the electronic bidding process with electronic bid bonds and consents of surety (CCDC 220 and SAC Consent Forms used). The workflows differ somewhat from those of an independent ebonding service solution. Therefore, we recommend the notations and comments within the assessment are reviewed simply to better understand the capabilities and offerings of the bond module. This review is intended to help all participating stakeholders of the Plan Source Bond Module to understand how it works and to ascertain where operational risk possibly exists for their organization, so as to determine the affect or impact to their own involvement. As with any eBond service solution, SAC recommends stakeholders conduct their own investigation prior to using the service.

The considerable strength of the IS program is its ability to provide reliable evidence of all contents of the bid bond and the consent submitted along with the bid submission at the time the submission was downloaded by the Site Owner. As well, a bid bond must be signed, sealed, issued and signed by the Contractor in order for the Contractor to submit its bid submission to the Site Owner.

One cautionary note for bond stakeholders is to keep in mind that all bonds and consents processed through the Infinite Source bond module **MUST BE** downloaded from the IS platform to guarantee its validity and authenticity. Site Owners must clearly understand that unlike other eBond service providers with a ‘verification process’ allowing various delivery methods including email, bonds issued through the IS platform must be downloaded direct from the platform along with the bid submission. This is how the platform is intended to work and Site Owners signing onto the program receive this information. Bonds issued on the IS platform that are delivered in any method other than the program is intended, i.e. delivered by email; or uploaded directly to another site for delivery to an Owner, should be rightfully questionable. Awareness will be required for the Owner community to understand they should not accept IS/Plan Source eBonds unless they are in fact subscribed as Site Owners whereby they are instructed and enabled to download the bonds. Referring back to the initial point, this platform is not intended to be an independent service solution, rather an accompanying solution to complete the electronic bid submission process.

The technology workflows are designed with the Contractor in mind. The transactions are primarily driven by the Contractor. From a bond module assessment process, we take the assumption that the Contractor is within the midst of bid preparation when entering the electronic bond module/application.

Once within the bond module, the Contractor (or Sub-Contractor) initiates the process by opening the bid bond template for that given project and then within the bond module submits an email workflow to their Surety Broker (referred to as 'Users' herein) to request approval for the bid bond.

The Plan Source eBond module is a close representation to the existing paper workflows. The Surety Company is not involved in the workflow to issue bonds, rather they have only one touch point in the technology application: and that is to provide 'yes' or 'no' confirmation that the designated Broker requesting to be an authorized User of the Plan Source eBond module to, in fact, have power of attorney privileges established with the Surety Company. A second touch point for the Surety Company is a manual paper based authorization/agreement with Infinite Source to outline the terms and conditions surrounding the use and provision of the Surety's corporate digital seal and logo (and acknowledgement of such); as well to identify authorized and designated contact points at the Surety Company having the authorization to respond to the technological yes/no requirement. SAC recommends that Surety Companies provide designated repository email(s) to Infinite Source to receive copies of all bonds issued under their seal as a matter of an automatic workflow. SAC encourages Surety Companies to monitor these lists of bonds issued as a matter of operational policy to identify and/or discourage the issuance of non-authorized bid bonds (a good practice with any eBond service provider). As well, monitoring such a list will reveal any possible authorizations for Users that may have been provided by non-designated Surety Company contacts. As with other eBond service providers, the establishment of a role within each Surety Company to oversee eBond policies and business rules for their organization as well to incorporate some monitoring or audit tests is highly recommended.

To become an authorized 'User', participating brokers must first set up an account with Infinite Source, providing profile information including an email address, a telephone contact number, and a credit card. Although the email address must be valid, it can be business or personal; the phone number can be cell/or land line, and the credit card must be valid but does not necessarily have to be in their name. Therefore, this technological profile does not necessarily provide certain and reliable identification of the User. Upon payment processing of the credit card for access to the PlanSource ebidding platform, the User receives a telephone call at the number provided in the profile and is given a code number. Then, the User is sent an email from IS at the email address provided in the profile with additional code information. The combined result of the two codes make up the 'user-auth-key' code which enables the User to access to the Plan Source ebidding platform. The User requires this user-auth-key to move from Owner Site to Owner Site freely on the platform. The ability to issue bonds however and as noted earlier can be only conducted for any Surety when that participating Surety Company responds to the confirmation request that power of attorney rights exist for that User.

Alternatively, if the User is not authorized by the Surety to use the IS Bond Module (i.e. access to Surety seals), the User has the option to create an eBond via the Xenex Enterprises or Mobile Bonds service providers which are independent ebonding service providers having an accessible link embedded within the Plan Source platform. It should be noted that the assessment comments herein compares the Plan Source eBond solution to the surety industry requirements and does not include any assessments as to the connecting access provided by Infinite Source to other eBond service providers. Infinite Source has advised and acknowledged their role to ensure the portals for Mobile Bonds or Xenex Enterprise bonds are in fact connections to those said technologies.

Within the InfiniteSource technology, it appears every participant (Sureties, Users, Contractors, Obligees) are assigned an identification number for the purpose of audit trails and tracking transactions. An example audit trail, a Bond Log, reveals and tracks details of each transaction including such as the email address requesting the bond, stakeholder identification numbers, the User's IP address, timestamps for each transaction (i.e. request, signature, seal, issuance and signature by contractor, as well as the bid bond data fields.

SAC encourages Surety Companies consider incorporating a method to ensure a match exists between the profile identifiers in the Infinite Source technology for each broker (i.e., email, phone contact) to the profile identifiers within their own records (ie. similar email and phone contact) to reinforce identification certainty.

Upon the Surety Company's 'yes' indication for any given User, that User is then automatically authorized to issue bonds and consents under that Surety Company's seal and logo. This authorized use will be deemed to remain in force until such time the Surety Company notifies otherwise (i.e. as a result of a job change for the User; or POA revoked for any other reason). Infinite Source advised SAC they will build a routine to allow the Surety Company to manage their POA's themselves. In the meantime, SAC encourages Surety Companies to ensure a policy and business process be implemented for notifications to IS when power of attorneys are revoked along with actions to follow up and/or confirm technological revocation took place.

Infinite Source is supportive to the needs of the surety industry and with feedback and input from the surety industry is willing to review and consider reasonable modifications. This assessment does not currently incorporate a view for the principal's process to sign and seal the bond.

## 1. Developing the Bond:

M	HR	R	Requirement:	Intent of Requirement:	Meets	Meets in part	Does not meet
*			a) Assurance of clarity.	Is the format used to identify dollars or time frames clear and unquestionable as to their intended values? Has consideration been given to removing simple and obvious opportunities that enable an ease of fraudulence activity, such as a '3' being changed to an '8'. Has consideration been given to obvious clarities, such as 'Canadian' dollars versus 'U.S. dollars'?	✓		
		*	b) Assurance of language options.	Has the consideration been given to language options (French and English) for the development of the bond and/or for the instructions of the technology?		✓	
		*	c) Convenience to use bond templates.	Can bond templates be loaded into the application? If a change to a template has been made, can the change be easily identified and reviewed?	✓		
*			d) Assurance of ability to change.	Can the bond be easily altered and changed to correct and adjust language prior to signature application?		✓	
*			e) Assurance of integrity of content.	Can the bond be protected from modifications if required prior to signature?		✓	
	*		f) Process to incorporate legal offer of bond.	Does the process workflow demonstrate the legal offer of surety to the principal? (E.g. by ensuring the surety is the first party to sign and seal the bond).	✓		

### Notes:

1a) Fields are completed in relation to a particular bond form template. Clarity is dependent on the template uploaded (determined by the Site Owner) and on the user completing the data fields. IS bond module employs the CCDC 220 forms as the standard bid bond.

1b) A bond form in the French language can be uploaded and completed; the service itself and relating instructions are not available in French (currently there is no demand for French services and instructions)

1c) Bid bond templates are created, uploaded and protected by Infinite Source in accordance to the Site Owner's requirements (standard is the CCDC 220 Bid Bond and SAC Consent Form). Re: unanticipated modifications - once the template is uploaded, changes cannot be made and therefore, 'wysiwyg'.

1d) Re: making desired changes, Bid bonds cannot be changed by the user, ie. qualified for any reason. However, the surety company can provide Infinite Source with a customized bid bond to be used for a specific Contractor and tender. The privacy of that bid bond is retained as no other Contractor nor User have any type of access to that bid bond.

- Note: with respect to the ability to qualify a bond, Infinite Source is interested to obtain input and feedback from the surety industry to ensure the development of a modification is in line with the surety industry needs.

1e) The template itself cannot be changed; the workflow does not enable more than one User to conduct all tasks: i.e., complete & revise data fields, sign, seal and issue bond. Therefore it is not required to protect the document prior to signature, as there is only one User allowed per each transaction.

## 1. Developing the Bond (continued):

M	HR	R	Requirement:	Intent of Requirement:	Meets	Meets in part	Does not meet
	*		g) Ability to add Rider to Bond.	Can a Rider be developed in the same manner the bond was developed? (For example, if the bond was developed on-line, can a rider also be developed on-line?). Is there a reference connector to attach the rider to the bond?		✓	
	*		h) Ability to add a Co-Surety.	When two sureties are involved in the bond transaction, will requirements be met for both sureties re signature, sealing, retrieving, etc.? Is it noted which surety has the administration power to develop the bond on-line?			✓
	*		i) Ability to develop bonds for Canadian clients doing business in U.S.	Will Canadian sureties (brokers) have the ability to demonstrate authorization authority, such as the opportunity to load attachments, such as powers of attorney, to meet U.S. bond needs? Can reference be made to a resident surety agent re contact information?		✓	

1g) A rider template can be created and added in a similar fashion as to a bid bond template, and the same workflow will apply. Given this application is for Bid Submissions only, it is unlikely it would be a requirement. If so, a connector reference would become a requirement for a data field on the rider.

1h) The technology does not respond to this requirement.

1i) The technology does allow for attachments, such as copies of POA, to be included along with the bid submission package, although not as a specific application within the bond module. Any fronting contact information for the bond can be submitted via document attachment with the bid submission package.

## 2. Signing the Bond:

M	HR	R	Requirement:	Intent of Requirement:	Sureties			Principal		
					Meets	Meets in part	Does not meet	Meets	Meets in part	Does not meet
*			a) Assurance that the signature represents an actual person.	Is it discernable as to 'who' signed the bond, i.e. first and last name?	✓			✓		
*			b) Assurance that the signature belongs to that actual person.	Does the signature belong to the person providing the electronic signature? Are checks and balances in place to prove the signature does belong to the individual identified as the signatory?		✓				
*			c) Assurance of intent.	Are there password protections and other checks and balances in place to prove the individual providing the signature on the bond did in fact intend to sign the bond?	✓					
*			d) Assurance of authority of the signatory.	Are there checks and balances in place to verify the authority of the individual to commit the surety or principal, i.e. evidence of power of authority agreements, or on-line poa applications, if required?	✓					
	*		e) Accommodation of business practices surrounding authority.	Is it convenient for sureties or principals to continue with business rules requiring two authorized signatories, should they require it?			✓			
*			f) Assurance of integrity of content.	Can the bond be protected from any modification or fraudulent change once the bond has been signed by a party and before the party affixes their seal?	✓					

2a) The signatures are in digital print form and capture the first and last name of the broker account holder for both Surety provider and Principal.

2b) Checks and balances include: i) information as a result of account set up; and 2) follow up by IS re valid email and telephone contact. The primary evidence is when the User's contact information is recognized by the Surety Company as

an existing business partner and as such, the Surety Company is willing to confirm the technological 'yes' that the PoA relationship exists.

- SAC believes verbal connection between the Surety Company and the Broker/User prior to the technological authorization by the Surety could improve the solidification of 2b, or perhaps a Surety's insistence that only business email addresses and telephone contact information be allowed when considering authorizations (this would eliminate gmail, hotmail addresses, etc. As well, when only business email addresses for Users are accepted by Surety Companies, increased assurance of the User's employment status with the Brokerage can be attained, presuming the email address contains and relies on the Brokerage email server).

2c) Checks and balances include: A user-auth-key is evidence of valid paid subscription for a User and this code must be re-entered to gain access to any given Owner site on the IS Platform. This User also requires the Surety's technical authorization for signing and sealing privileges.

- Note: Risk exists when/if a user-auth-key is stolen, abused or loaned. Temptation could exist for two or more individuals to share a user-auth-key, which could mean an individual actually authorizing the transaction is not the same individual as the digital signature on the bond. This risk of shared credentials exists with every electronic/online system particularly where cost savings is a motivational factor.

2d) Checks and balances: i) The Surety Company's letter of authorization (letter format on file with IS); and the Surety's acknowledgement through clicking 'yes' on the IS technology application, providing authorization.

- Note: This authorization is at the User level (neither manual nor technological processes include authorization acknowledgement at the contractor or bond facility level). Infinite Source assumes that a known relationship exists between the Contractor and the User when the Contractor emails the bond application to the User. This is similar to the current paper process of authorization.

2e) Technology does not allow two signing authorities on behalf of any single Surety Company within any single transaction, and therefore no more than one signature per any organization can be applied per any transaction.

2f) Within the IS workflow, only one authorized individual may be part of the bond transaction on behalf of the Surety Company and must complete the template fields, sign and apply corporate seal. SAC's understanding is that a bond file is protected in that no other User may enter the file to make modifications prior to or following its issuance.

### 3. Sealing the Bond:

M	HR	R	Requirement:	Intent of Requirement:	Sureties			Principal		
					Meets	Meets in part	Does not meet	Meets	Meets in part	Does not meet
*			a) Assurance of corporate seal (an identifiable corporate commitment). Note: Not required for bonds falling under legislation of the province of Quebec.	Is the application of corporate seals a separate application from the signatory application? Does the corporate seal of the surety and principal appear in some visual form on the electronic form of bond?	✓					
*			b) Assurance of corporate seal ownership.	Are there checks and balances to prove this visual assurance of corporate seal is provided by the surety (or principal) and/or its parent and/or a subsidiary? For example, does the individual authorizing the sealing application have authorization to do so on behalf of the organization?		✓				
*			c) Assurance of intent.	Are there checks and balances in place to prove the surety was unmistakable in their intent to apply their corporate commitment indicator? Is there an unequivocal and recorded act showing that the surety intended to seal the bond? For example, "by clicking yes, you are sealing this bond".	✓					
*			d) Assurance of integrity.	Can the bond be protected from any modification or fraudulent change once the bond has been signed and sealed?	✓					
*			e) Assurance of verification.	Can the authenticity of the signed and sealed bond be confirmed or verified?	✓					

3a) At the time of assessment, the sign and seal function was completed in one click, which did not meet requirements for segregation of function between the role of signature and the role of applying corporate seal. SAC has been advised by IS

this was changed in May 2013 and a separate application to confirm the intent for sealing is in place. Evidence of this has been viewed via screen prints and also via a 'Bond Log' audit report.

3b) The Surety Company must approve the individual as an authorized User of its corporate seal. Audit trails reveal the identity of the representative at the Surety Company providing the authorization to the User. Absent is a standard arrangement between Surety Companies and Infinite Source as to the authorized use, terms and conditions of corporate seals and logo and IS's agreement and acknowledgment to such. SAC understands Infinite Source plans to work with individual Sureties to ensure suitable agreements are in place.

- Note: Such agreements as noted above, along with an established arrangement of a process for the timely management of the Surety's POA decisions could, in SAC's view, attain a fully meets rating (i.e. to avoid unauthorized bond approvals due to technology enablers remaining active while the POA was revoked by the Surety. This could occur as a result of a User change of employment or in the case a POA authority was revoked.)
- SAC also recommends that periodically a list of authorized Users for any given corporate seal is communicated to or available at the request of the Surety Company.

3c) Intent to commit the Surety Company hinges on the Users actions and their Power of Attorney privileges, which also reflects the current environment.

3d) The signed & sealed bond is acknowledged by the Principal (whom applies the signature) and the Principal submits the bid bond along with their bid submission to the locked box within the Owner's Site on the Platform. The bond cannot be changed nor altered at this point in time. (The Site Owner is able to download the files from the locked box using their own password).

3e) The Site Owner downloads the bid bond direct from the 'Site Owner's lock box' on the IS platform. If any modification was made to the bid bond from the time it was fully executed (i.e. following the principal's signature) to the time of the download by the Site Owner, an 'X' will appear flagging to the Owner the bond was compromised since the time of its execution.

- Again, this assumes the presumption that 'delivery' of the bond is acceptable to the Owner in this manner, which SAC understands the Site Owner must agree to prior to subscribing to the service.
- Should the action of any stakeholder to a Plan Source eBond, whether it includes a modification to the contents or not, incorporate delivery of the eBond to a Site Owner independent from the IS Platform downloading mechanism, or delivery of a Plan Source eBond to a non Site-Owner, in SAC's view, could be considered abuse of the bond issuance program provided by the IS program. Potentially they could be issuing an unauthorized bond and potentially as evidence of the POA exists, risk exists the bond could be debated as legally binding.

- SAC recommends that IS consider the incorporation of a notification to Site Owners at the point of download requiring the Site Owner's acknowledgment that the version they are downloading is the true and accurate version of the bond (providing of course they do not receive an 'X' warning). In the event of a dispute regarding the original content, the version residing on the IS Platform (which is the version they are downloading) represents the true authorized version of the bond submitted with this tender.

#### 4. Delivery of the Bond:

M	HR	R	Requirement:	Intent of Requirement:	Meets	Meets in part	Does not meet
	*		a) Assurance of connecting reference.	Will the delivered bond be assuredly connected to the rest of the tender package if required? Is there a possibility for a tender to be rejected due to a bond thought to be missing, but rather the bond could have been delivered via a different electronic avenue? Will the connecting reference create an operational inconvenience to the entity opening tenders?	✓		
*			b) Assurance of receipt.	Is there confirmation of receipt once the bond has been delivered electronically?	✓		
*			c) Assurance of encryption security.	Is the bond protected from fraudulent changes during the delivery process? For example, if web enabled, is an encrypted site used and can the site be verified (i.e. Https:)? If transmitting a bond with digital signatures, is a secure messaging technology being used? (i.e. 128 bit encryption).	✓		
*			d) Authenticity warning.	Is there a signal to advise the parties of the bond if a bond does become fraudulently modified?		✓	
	*		e) Verification acceptance.	Is the verification process completed by a third party who is able to prove the original bond? Or, is the owner prepared to accept the provided verification mechanism?		✓	
*			f) Assurance of responsibility.	Does the application enable the principal to maintain control of and assume ultimate responsibility for delivery of the final signed, sealed bond to the obligee?	✓		

4a) The bond becomes one component of the entire bid package.

4b) The bid cannot be submitted to the Site Owners lock box unless the fully executed bid bond is included in the package.

4c) The Site Owner enters the IS technology to access the locked box and retrieve the contents

4d) A warning signal will validate to a Site Owner that the bond form they are downloading has or has not been modified since the time of the Contractor's signature (final step) and the time of the download activity. Any modification during that window would signal an 'X'. As well, if a Contractor or User were so inclined and managed to fraudulently modify a copy of an emailed version of the ebond that was issued, there is no opportunity for the modified bond to be uploaded and placed back into the Plan Source bond module.

- The warning mechanism shortfall is where a Plan Source eBond (PDF form) modified outside of the IS Platform is submitted to an Owner outside of the platform (While recognizing this is not in IS control, the lack of an automated verification process for bonds issued externally is a risk for Sureties. As well the verification process is promoted by SAC to be a key requirement to eBonding). Therefore, SAC recommends that Infinite Source consider a solution such as adding a comment to their signature block on their ebonds with some type of warning that unless the bond was downloaded direct from the IS platform, the bond must be validated by IS along with a contact point. If the bond was not a true IS eBond, the bond is fraudulent and SAC suggests that IS process incorporate reporting such to SAC or to the Surety Company owning the seal. If the bond was a true IS eBond, an educational opportunity exists for all stakeholders to understand the bond should have been contained within the Plan Source work flow as intended and presumably agreed upon.

4e) As a condition of using the IS bond module, the Site Owner must be prepared to accept that should a verification comparison to the original bond be required, a manual comparison must be conducted. A fourth party, Data Witness, has back up copies of the original version. As well the original can be downloaded from the Owners Site on the IS site.

- Note: As to what requirements an eBond must meet in accordance to the Site Owner's specifications may or may not be included in the tender specs, a clear intentional acknowledgement visible to the Sureties of the Owner's acceptance of the IS verification and delivery process could, in SAC's view, increase the rating to a fully meets.

4f) The principal submits to the Site Owner's locked box, which in essence transfers possession of the data and files to the Owner. SAC understands that Site Owners must previously agree and accept to use IS services for bid submission delivery in this manner. This bid submission process reflects the submission of a sealed envelope tender.

## 5. Retrieval of Final Bond:

M	HR	R	Requirement:	Intent of Requirement:	Meets	Meets in part	Does not meet
*			a) Assurance of the existence of bond.	Does it clearly establish which version would be treated as the 'true original' bond?		✓	
	*		b) Assurance to locate.	Does it clearly determine where this 'true original' version is stored? Is there reference to the verification process?			
*			c) Assurance of integrity of content.	Is it possible for the bond to have a printable adjustment made to the content, with or without saving the adjustment? (Answer should be no, however this cannot be guaranteed 100%). Has protection been taken to ensure the bond cannot be printable with an adjustment made after the surety has approved it?	✓		
*			d) Assurance of verification.	Does a verification process exist to support the bond throughout the entire retention period?	✓		
	*		e) Assurance of accessibility.	Can the bond can be stored and retrieved freely by all authorized parties of the bond?	✓		
*			f) Assurance of retention commitment.	Is the bond stored in a secure environment? Is there a commitment with regard to the length of time the bond will be stored? Does it clearly establish what the terms and commitments are for electronic retention/storage of the bond?	✓		

### Comments:

5a+b) Recommendation: although this is addressed in education and training, as per 3e) SAC recommends the Site Owner confirms their awareness or at least be reminded via automated notation that this bond they are downloading represents the original content. Should this downloaded version ever become modified (i.e. by Site Owner), the version considered to be true content is the version residing on the IS system (which is the same version they are downloading).

5d) An audit process to compare any given bond to the original within the IS technology exists by manual form; there is no automated verification process.

5e) All parties to the original bond transaction may access and download another copy (no cost)

5f) Retention policy for Site Owners, IS advises they offer a 'limitless' retention capability. Bonds are stored digitally for a certain time period determined by Site Owner, then by microfiche for longer term (referred to as limitless).

## 6. Overall:

M	HR	R	Requirement:	Intent of Requirement:	Meets	Meets in part	Does not meet
*			a) Assurance that all existing legal relationships are maintained.	Does the technology override any of the responsibilities that a party to a bond holds? (Answer should be no).	✓		
*			b) Assurance that audit trails are in place.	Are clear, easy to track, and reliable audit trails in place?	✓		
	*		c) Convenience to use with other systems and processes.	Is it easy to integrate with other systems that may be necessary to complete the e-bonding process?	✓		
	*		d) Assurance of authority of the surety.	Are there checks, balances and/or attempts in place to disallow unlicensed or fraudulent sureties or principals access to the application?			✓
*			e) Assurance to allow third party audit requests.	Will the service provider allow requests for third party audits, particularly to verify and assess the secure protection and integrity of the bond? How user friendly is the technology to conduct such an assessment?	✓		
	*		f) Overall efficiency and ease of use.	Is the new process easy to use? Easy to access? Is it easy to obtain help during transaction?	✓		

6a) As long as delivery to the Site Owners locked box on the IS system is considered delivery to the Owner, all legal relationships appear to be maintained. SAC's position for the principal's authorization to a bond is that it should consist of either an authoritative signature and a witness signature or an authoritative signature and their own corporate seal.

6b) An audit trail of the bond transaction, i.e. the "bond log" provides a string of code information and reveals the pertinent details beginning from the bid bond request to the GC's signature on the issued bond and time stamps for each step. As well, all content incorporated in the bond is captured via Data Witness at the time of bid submission in an image format.

6d) IS does not have a policy in place to disallow unlicensed surety companies from having access to their services. The determination is left up to the individual Site Owners. (Recommendation to Site Owners: to ensure they indicate on their RFP's that bonds will only be accepted by surety companies licensed to transact in their territory).

6e) SAC has been advised by IS that requests for "Bond Logs" for any given transaction is allowable by stakeholder to that specific bond.

## E-Bonding Industry Requirements Checklist – Quick Reference Chart

	<b>Develop</b>	<b>Sign</b>	<b>Seal</b>	<b>Deliver</b>	<b>Retrieve</b>	<b>Overall</b>
<i>Mandatory</i>	Assurance of clarity.	Assurance that the signature represents an actual person.	Assurance of corporate seal.	Assurance of receipt.	Assurance of the existence.	Assurance that all legal relationships are maintained.
	Assurance of ability to change.					
	Assurance of integrity.	Assurance that the signature belongs to that actual person.	Assurance of corporate seal ownership.	Assurance of encryption security.	Assurance of integrity.	Assurance that audit trails are in place.
		Assurance of intent.	Assurance of intent.	Authenticity warning.	Assurance of verification.	Assurance to allow third party audit requests.
		Assurance of authority of the signatory.	Assurance of integrity.	Assurance of responsibility.	Assurance of retention commitment.	
Assurance of integrity.		Assurance of verification.				
<i>Highly Recommended</i>	Process to incorporate legal offer of bond.	Accommodation of business practices surrounding authority.		Assurance of connecting reference.	Assurance to locate.	Convenience to use with other systems and processes.
	Ability to add rider to bond.			Verification acceptance.		
	Ability to add a co-surety.					Overall efficiency and use.
	Ability to develop bonds for Canadian clients doing business in U.S.					
<i>Recommended</i>	Assurance of language options.					
	Convenience to use bond templates.					

Prepared by the Surety Association of Canada [www.suretycanada.com](http://www.suretycanada.com) Version Date: October 1, 2009