

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

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

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet COMMERCIAL PATENT DATABASE ACCESS	
Solicitation No. - N° de l'invitation U8106-131051/A	Date 2013-08-22
Client Reference No. - N° de référence du client U8106-131051	
GETS Reference No. - N° de référence de SEAG PW-\$\$PI-012-63356	
File No. - N° de dossier pi012.U8106-131051	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-01	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Picco(pi div.), Robert	Buyer Id - Id de l'acheteur pi012
Telephone No. - N° de téléphone (819) 956-9564 ()	FAX No. - N° de FAX (819) 956-5454
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF INDUSTRY CANADA 50 VICTORIA ST, ROOM 811-B PATENT EXAMINATION, DEPUTY DIRECTOR ATT: LILLO GIARDINA Gatineau Quebec K1A0C9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Information Products/Produits d'information
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III, 6B3
Gatineau
Quebec
K1A 0S5

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

 Public Works and Government Services Canada	Travaux publics et Services gouvernementaux Canada	Document No. U8106-131051/A	Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions				
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Del. Offered Liv. offerte
1	COMMERCIAL PATENT DATABASE ACCESS	U8106	U8106	1	LOT	\$	See Herein

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include, the Statement of Work, the Basis of Payment, Canada's Online Information Products Terms and Conditions, and the Bid Evaluation Criteria.

2. Summary

Patent examination requires that examiners undertake detailed analysis of technical documents in short time frames. To determine the relevance of these documents, examiners must be provided with tools that allow the review of key document characteristics. It is the role of the examiner to quickly determine the similarities of a prior art document to the subject matter of the patent application under review. Often, the time available to perform a basic review is measured in seconds per document, so the efficiency of any patent database used for examination will depend on the features of its user interface.

Patent examiners require an interface that clearly combines and presents the information they seek in a format that is meaningful at a glance. An interface should provide a level of interaction that produces results rapidly, and which consolidates user driven changes to the information presented in the interface without the need to wait for the widespread reloading or resending of image data and text material that would otherwise reduce the usability of the tool and limit the effectiveness of examination in a time sensitive patent examination environment.

The service would be available during specific periods from a Web Browser type interface; would have to be accessible from anywhere via Internet; would permit downloading of multiple patent documents in a PDF format in a timely manner; and would offer coverage which meets or exceeds the Patent Cooperation Treaty (PCT) minimum documentation requirement. Further, the service would meet performance requirements that provide examiners with comprehensive results in a minimum time span.

The solicitation is intended to result in the award of 1 (one) contract for 1 (one) year, and up to 4 (four) irrevocable one-year options allowing Canada to extend the term of the Contract.

The requirement is subject to the Agreement on Internal Trade (AIT).

Pursuant to section 01 of Standard Instructions 2004, Bidders must submit a complete list of names of all individuals who are currently directors of the Bidder. Furthermore, as determined by the Special

Investigations Directorate, Departmental Oversight Branch, each individual named on the list may be requested to complete a Consent to a Criminal Record Verification form and related documentation.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (SAC) Manual issued by Public Works and Government Services Canada. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: one hundred eighty (180) days

Subsection 17 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, Canada reserves the following rights:

Although bids should be properly signed when submitted at bid closing, for this bid solicitation, if Canada determines that the Bidder has not signed the bid as required, Canada will provide the Bidder with an opportunity to submit a proper signature page. Bidders can sign their bids by copying the front page of this bid solicitation, signing it, and submitting it as part of their bid or by including a signature page in a prominent location in their bids.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Bids sent directly to the Contracting Authority will not be considered.

Due to the nature of the bid solicitation, bids transmitted by facsimile to Public Works and Government Services Canada will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient

detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (with no reference to price) (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement.

To assist Canada in reaching its objectives, bidders are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and

-
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Goods and Services Tax or Harmonized Sales Tax must be shown separately, if applicable.

On site training provided by one trainer, as detailed in Annex B, must be included in the total bid price.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

(a) Mandatory Technical Criteria

Each bid will be reviewed for compliance with the mandatory requirements of the bid solicitation. All elements of the bid solicitation that are mandatory requirements are identified specifically with the words "must" or "mandatory". Bids that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified.

(b) Point Rated Technical Criteria

Each bid will be rated by assigning a score to the rated requirements, which are identified in the bid solicitation by the word "rated" or by reference to a score. Bidders who fail to submit complete bids with all the information requested by this bid solicitation will be rated accordingly. The rated requirements are described in Annex D.

There is no minimum passing mark for the point rated criteria.

1.2 Financial Evaluation

Bidders must submit their financial bid in accordance with Annex B. The total amount of Applicable Taxes must be shown separately.

2. Basis of Selection

To be declared responsive, a bid must:

- (a) comply with all the requirements of the bid solicitation;
- (b) meet all mandatory technical evaluation criteria; and

Proposals not meeting a) above will be given no further consideration. The lowest compliant cost-per-point proposal will be recommended for award of a contract. Where two or more responsive proposals achieve an identical score, the proposal achieving the highest number of rated points (by calculating the sum of all the awarded points) will be recommended for award of a contract.

- (c) The responsive bid with the highest responsive combined rating of technical merit and price will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
- (d) The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60% for the technical merit and 40% for the price.

- (e) To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60%.
- (f) To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40%. For evaluation purposes the initial contract and option period pricing will be added together to determine the overall price.
- (g) For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

Example of Best Value Determination

Highest Combined Rating Technical Merit (60%) and Price (40%)

	Bidder 1	Bidder 2	Bidder 3
Technical Points	88	82	76
Price Quoted	\$60,000	\$55,000	\$50,000

	Technical Points	Price Points	Total Points
Bidder 1	$\frac{88}{100} \times 60 = 52.8$	$\frac{*50}{60} \times 40 = 33.33$	86.13
Bidder 2	$\frac{82}{100} \times 60 = 49.2$	$\frac{50}{55} \times 40 = 36.36$	85.56
Bidder 3	$\frac{76}{100} \times 60 = 45.6$	$\frac{50}{50} \times 40 = 40.00$	85.6

*Represents the lowest priced proposal

The winner is the bidder scoring the highest total points calculated by adding the technical score and the price score. Based on the above calculations, a contract would be awarded to Bidder 1, which offers the highest total score taking into consideration the technical merit and price of the bid.

2.1 Consideration of Additional Terms included in Top-Ranked Bid (following financial evaluation)

Acceptance of all the terms and conditions contained in Part 6 - Resulting Contract Clauses (including those relating to licensing and those incorporated by reference) is a mandatory requirement of this bid solicitation.

However, Bidders may, as part of their bid, submit additional terms. Whether or not those terms will be included in any resulting contract (as an Annex in accordance with the Article entitled "Priority of Documents" in the Resulting Contract Clauses) will be determined using the process described below. Whether or not any proposed additional terms are acceptable to Canada is a matter solely within the discretion of Canada.

The process is as follows:

Bids may include additional terms that are proposed to supplement the terms of the Resulting Contract Clauses. Bidders should not submit a publisher's full standard license terms;

In cases where the Bidder has submitted a publisher's full standard license terms, Canada will require that the Bidder remove these terms and submit only the terms that the Bidder would like Canada to consider;

Canada will review the additional terms proposed by the top-ranked Bidder (identified after the financial evaluation) to determine if there are any provisions proposed by the Bidder that are unacceptable to Canada;

If Canada determines that any proposed term is unacceptable to Canada, Canada will notify the Bidder, in writing, and will provide the Bidder with an opportunity to remove that provision from its bid or to propose alternate language for consideration by Canada. Canada may set a time limit for the Bidder to respond; if the Bidder submits alternate language, if Canada does not find the alternate language acceptable, Canada is not required to allow the Bidder to submit further alternate language;

If the Bidder refuses to remove provisions unacceptable to Canada from its bid within the time limit set by Canada in its notice, the bid will be considered non-responsive and be disqualified; Canada may then proceed to the next-ranked bid; and

If the Bidder agrees to remove the provisions that are unacceptable to Canada and it is awarded any resulting contract, the proposed additional terms (as revised) will be incorporated as an annex to the contract, as set out in the Article entitled "Priority of Documents" in the Resulting Contract Clauses.

For greater certainty and to ensure that only additional terms that have been approved by both parties are incorporated into any resulting contract, unless the additional terms proposed by the Bidder are included as a separate annex to the Contract and initialed by both parties, they will not be considered part of any resulting contract (even if they are part of the bid that is incorporated by reference into the resulting contract). The fact that some additional terms and conditions were included in the bid will not result in those terms applying to any resulting contract, regardless of whether or not Canada has objected to them under the procedures described above.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory - Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

At Contract Award the following clause will be filled in and will apply:

- 1.1** _____ (the "Contractor") agrees to provide a one (1) year Subscription to _____ (the "Information Products"), for _____ (the "Authorized User(s)") at the price(s)/rate(s) set out in Annex B - Basis of Payment, subject to all terms and conditions contained or referenced herein.

The licensee under the Contract is Her Majesty the Queen in right of Canada, acting through and represented by the Minister of Public Works and Government Services. The Client is merely the user.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract, as modified below.

Delete 2030 (26) Liability.

3. Term of Contract

3.1 Period of the Contract

- (i) The **Period of Contract** begins on the date the Contract is awarded and ends 1 year after the Contract Award date; and
- (ii) The period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

3.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 10 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Rob Picco
Title: Supply Team Leader

Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate

Address: Place du Portage, Phase III, 6A2
11 Laurier Street
Gatineau, Québec K1A OS5

Telephone: (819) 956-9564
Facsimile: (819) 956-5454
E-mail: robert.picco@tpsgc-pwgsc.gc.ca

The Contracting Authority must receive a copy of the Invoice for Canada's record and to ensure the Invoice is in accordance with the Contract prior to payment by the Client. The Contracting Authorities name and contact information is not to be put on the Invoice. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Project Authority (to be identified in any resulting contract)

The Project Authority for the Contract is:

Name:

Title:

Address:

Tel. Number:

Fax Number:

E-mail:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative (to be identified in any resulting contract)

The Contractor's Representative is:

Name: _____
 Title: _____
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

5. Payment**5.1 Basis of Payment - Limitation of Expenditure**

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties and Shipping are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.2 Option - Renew Annual Subscription

Subject to the exercising of the Contract option described in Sub-article 3.2, the Contractor shall be paid, in USD dollars, in accordance with Article 5 of this Contract and as detailed in Annex B - Table 2, for each additional option year to renew the Annual Subscription, payable upon the anniversary of the renewal start date for the subject one-year option period, following submission of a valid invoice, delivered at destination. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

5.3 Single Payment

- a) Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- i. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - ii. all such documents have been verified by Canada;
 - iii. the Work delivered has been accepted by Canada.

6. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. In addition to Article 13 - Invoice Submission of general conditions 2030;

- (a) The Government of Canada Contract Number shown on the front page of the Contract must be identified in the Invoice.
- (b) The Contract Period must be identified in the Invoice.
- (c) The Contracting Authority must not be referenced in the Invoice. The Contracting authority merely requires a copy of the Invoice.
- (d) Invoices must be distributed as follows:
 - i. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment;
 - ii. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7. Certifications

7.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

9. Priority of Documents

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

- (a) Articles of Agreement;
- (b) The General Conditions 2030 (2013-06-27), as modified herein;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Canada's Online Information Products Terms and Conditions;
- (f) the Contractor's bid dated (to be determined at the time of contract award).

10. Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance

11. On-Site Training

On site training is to include:

1. Initial on site training sessions for 450 examiners. Initial on site training is to be provided within the first 30 days from the effective date of the contract, and at a time to be mutually agreed upon between the contractor and the client. Initial on site training is to be given in sessions lasting approximately a half-day per session. Initial on site training is limited to no more than 7 days in total.
2. Refresher training sessions which will be provided at least on an annual basis for up to 5 days per year and at a time to be mutually agreed upon between the contractor and the client.

Solicitation No. - N° de l'invitation

U8106-131051/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pi012U8106-131051

Buyer ID - Id de l'acheteur

pi012

CCC No./N° CCC - FMS No/ N° VME

U8106-131051

12. Security

Contractor personnel MAY NOT ENTER sites where information or assets are kept, without an escort provided by the department or agency for which the work is being performed.

13. Search Tool Availability

Canada and the Contractor agree that search tool availability of less than 99% occurring during any given month will result in the monthly rate being adjusted accordingly on a pro-rata basis. This is not intended to be, nor is it to be interpreted as, a penalty. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

ANNEX A STATEMENT OF WORK

Commercial Patent Database Access

1. BACKGROUND

The Canadian Intellectual Property Office (CIPO), a Special Operating Agency of Industry Canada, administers Canada's intellectual property (IP) systems comprising Patents, Trade-marks, Copyrights, Industrial Designs and Integrated Circuit Topographies. Its primary clients include: applicants for IP protection, agents representing applicants, exploiters of IP systems and the Canadian business community.

CIPO and more specifically the Patent Branch, has the mandate of examining patents application. Examiners advise applicants on whether or not their respective applications comply with the *Patent Act* and the *Patent Rules*, assess their responses and then recommend the granting or refusal of a patent. In order to do so, patent examiners must be able to perform high quality searches in various fields of technology in order to ensure that issued patents are novel and demonstrate inventive ingenuity.

To be effective, examiners must be able to search patent databases offering global patent data coverage. A flexible and powerful search engine that displays results in an optimal way is essential. Examiners must rapidly and accurately evaluate the results of their searches to determine if they are relevant and if so, discuss these in a report communicated to an applicant in relation to a patent application.

2. SCOPE OF WORK

Patent examination requires that examiners undertake detailed analysis of technical documents in short time frames. To determine the relevance of these documents, examiners must be provided with tools that allow the review of key document characteristics. It is the role of the examiner to quickly determine the similarities of a prior art document to the subject matter of the patent application under review. Often, the time available to perform a basic review is measured in seconds per document, so the efficiency of any patent database used for examination will depend on the features of its user interface.

Patent examiners require an interface that clearly combines and presents the information they seek in a format that is meaningful at a glance. An interface should provide a level of interaction that produces results rapidly, and which consolidates user driven changes to the information presented in the interface without the need to wait for the widespread reloading or resending of image data and text material that would otherwise reduce the usability of the tool and limit the effectiveness of examination in a time sensitive patent examination environment.

The service would be available during specific periods from a Web Browser type interface; would have to be accessible from anywhere via Internet; would permit downloading of multiple patent documents in a PDF format in a timely manner; and would offer coverage which meets or exceeds the Patent Cooperation Treaty (PCT) minimum documentation requirement. Further, the service would meet performance requirements which provide examiners with comprehensive results in a minimum time span.

3. REQUIREMENTS

The contractor must provide a database search tool for up to 450 patent examiners. The database must fulfill at a minimum, the following requirements:

- 3.1 The access to the search tool must be available from a Web browser type interface, and accessible from anywhere via the Internet through individual accounts with passwords and/or IP recognition access and via a VPN access as described in 3.2.
- 3.2 The search tool must also be available through a dedicated private network between CIPO and the bidder. The bidder shall provide all routing equipment and the link between CIPO's or a Government of Canada specified premise and the provider premise and cover all costs related to the establishment of such a link. The provider shall accept to work with CIPO to establish this dedicated connection as soon as possible once the contract is awarded.
- 3.3 The search tool must provide access to the PCT minimum documentation including searchable abstracts and bibliographic data for all documents. Furthermore, searchable fulltext for US, EP, FR, WO, GB and DE documents must also be provided.
- 3.4 The proposal must include access to the DWPI database (Derwent World Patent Index). The access to DWPI should be integrated into the search tool to provide simple and efficient access.
- 3.5 The search tool must allow for unlimited use by up to 450 users.
- 3.6 The search tool must allow for an iterative search strategy. The search tool must provide a simple means to refine a large group of results into at least two smaller sub-sets.
 - (Example: IPC is B60W : ss1 18901 results;
 - ss1 and passenger and car : ss2 127 results;
 - ss2 and publication date less than 2001-05-05 : ss3 19 results
- 3.7 The search tool must provide for reliable access and must be available no less than 99% of the time (based on a monthly evaluation).
- 3.8 Support documentation must be available online, a Help Line operating during business hours (6:00 to 22:00) Eastern Time Monday to Saturday should be available, and in-house training must be included and provided upon request (Up to seven (7) days in the first year in the course of the first thirty (30) days of the contract followed by an annual refresher of up to five (5) days).
- 3.9 CIPO must not be involved in any publicity or marketing published by the bidder unless pre-approved by CIPO.
- 3.10 Image Download Performance: The system must be able to allow a user to view an image and skip to the next page or the next document within less than 1 second for every PageDown key depressed.

4. DELIVERABLES

Solicitation No. - N° de l'invitation

U8106-131051/A

Amd. No. - N° de la modif.

File No. - N° du dossier

pi012U8106-131051

Buyer ID - Id de l'acheteur

pi012

CCC No./N° CCC - FMS No/ N° VME

U8106-131051

The Contractor must provide a database search tool for up to 450 examiners. The system must be available during these hours: Monday to Saturday, from 6:00-22:00. Bidder must provide a free trial period of one (1) month for up to 5 concurrent users to validate the claims of the bidder.

**ANNEX B
BASIS OF PAYMENT**

Item No.	Table 1 Initial Deliverables Description	Qty	Unit Price	Extended Price
1	Commercial Patent Database Access Search Tool for up to 450 Patent Examiners	1		
Sub-Total:				
Applicable Tax:				
TOTAL:				

Option Year #1				
Item No.	Table 2 Deliverables Description	Qty	Unit Price	Extended Price
1	Commercial Patent Database Access Search Tool for up to 450 Patent Examiners	1		

Option Year #2				
Item No.	Table 3 Deliverables Description	Qty	Unit Price	Extended Price
1	Commercial Patent Database Access Search Tool for up to 450 Patent Examiners	1		

Option Year #3				
Item No.	Table 4 Deliverables Description	Qty	Unit Price	Extended Price
1	Commercial Patent Database Access Search Tool for up to 450 Patent Examiners	1		

Option Year #4				
Item No.	Table 5 Deliverables Description	Qty	Unit Price	Extended Price
1	Commercial Patent Database Access Search Tool for up to 450 Patent Examiners	1		

On site training provided by one trainer is included in the total contract value.

Initial on site training sessions for all 450 examiners, whereby each training session will be no less than 4 hour sessions each, and no more than 7 days training required initially at a time to be mutually agreed between the contractor and the client within the first 30 days from the effective date of the contract.

Follow-up on site training sessions given by one person shall be provided at least on an annual basis for up to 5 days per year.

ANNEX C CANADA'S ONLINE INFORMATION PRODUCTS TERMS AND CONDITIONS

1. DEFINITIONS

Authorized User(s): are employees of the Licensee (whether on a permanent, temporary or contract basis) who are permitted to access the Secure Network from within the Licensee's Premises or from such other places where Authorized Users undertake their work for the Licensee (including but not limited to Authorized Users' offices and homes) and who have been issued a password or other authentication by the Licensee.

Commercial Use: use for the purposes of monetary reward (whether by or for the Licensee or an Authorized User) by means of sale, resale, loan, transfer, hire or other form of exploitation of the Licensed Materials. For the avoidance of doubt, use by the Licensee or by an Authorized User of the Licensed Materials in the course of research, product development and related activity in the normal course of business does not constitute Commercial Use.

Contractor: the Publisher to whom the Contract is awarded.

Online Information Product(s) otherwise referred to as "Licensed Material(s)": for purposes of these licensing terms and conditions, Online Information Product(s) refers to the licensed material(s) which are electronic versions of the content published by the Contractor.

Licensee: Canada is the Licensee.

Secure Network: a network (whether a standalone network or a virtual network within the Internet), which is only accessible to Authorized Users.

Server: the server, either the Contractor's server or a third party server designated by the Contractor, on which the Licensed Materials are posted and may be accessed.

Subscription Fee: the license fee for each year of the period of contract.

Subscription Period, otherwise referred to as "Term" or "Contract Period": the length of time the Online Information Product(s) are made available to the Authorized User(s), as identified in the Contract.

2. LICENSE

(a) Licensee acknowledges and accepts that the license to use the Online Information Product(s) being procured through this Contract are non-exclusive and non-transferrable, throughout the world, and Authorized Users obtain access to the Online Information Product(s) via a Secure Network.

(b) This License shall commence at the beginning of the Subscription Period, for each of the Online Information Products as set out in the Contract and shall automatically terminate at the end of the Subscription Period, unless the parties have previously agreed to renew it.

(c) The Contractor guarantees that it has the right to grant to Licensee all the rights granted under this License. The Contractor also guarantees that all necessary consents to that grant have been obtained.

(d) The Contractor agrees that the terms and conditions of the Contract which includes this License as Annex C supersede any previous terms and conditions agreed to that pertain to this specific requirement. Any conditions accompanying or enclosed with the Online Information Product(s), if any, do not form part of the Agreement and, therefore, are not part of Licensee's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Licensee or any Authorized

User be required to enter into any additional license agreement with respect to the Online Information Product(s) or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Online Information Product(s) signed by anyone other than the Contracting Authority is void and of no effect.

(e) Licensee is not bound by any "click through" conditions or any other conditions, express or implied, that are contained in or on the packaging or Media or conditions that may accompany the Online Information Product(s) in any manner, regardless of any notification to the contrary. For further clarification, Licensee acknowledges that the Authorized User(s) may have to manually click to accept a "click-through" in order to gain access to the Online Information Product(s) as standard practice.

(f) Licensee acknowledges that ownership of the Information Products belongs to the Contractor or its licensor and is not transferred to Licensee. As a result, any reference in the Contract to any part of Information Products as a deliverable must be interpreted as a reference to the license to use the Information Products, not to own the Information Products.

3. USAGE RIGHTS

(a) The Licensee and its Authorized Users will have access to the Online Information Product(s) from the Server via the Secure Network and are permitted online access to the Online Information Product(s) as detailed in the Contract, and may download, display, view, retrieve, browse, collate, save, or print text, make back-up copies, search results, or other information, as reasonably necessary, solely for the private use or research of the Licensee and the Authorized Users.

(b) The Licensee and its Authorized Users may provide print or electronic copies of individual articles, chapters or other individual items of the Content, to national or international regulatory authorities for the purposes of or in anticipation of regulatory approval, patent and/or trademark applications or other regulatory purposes in respect of Licensee's products or services.

(c) The Licensee may supply to any non-commercial library located within the same country as the Licensee, upon request by that library, a single copy of an individual document either by courier, post, fax, email, Ariel or Ariel like transmission software, in accordance with the provisions of the Canadian Copyright Act. For the purpose of clarity, the Contractor acknowledges that the electronic form of the individual document may be used as a source for interlibrary loans whereby the electronic document can be printed and the printed copy can be delivered as stipulated above provided that all documents supplied in that manner carry copyright and all other applicable intellectual property rights notices.

(d) The Licensee and its Authorized Users may supply print or electronic copies of individual articles, chapters or other individual items of the Content when required by law for use in legal proceedings.

(e) The Licensee and its Authorized Users may reactively supply single print or electronic copies of individual articles, chapters or other individual items of the Content including copyright notices to individual third parties upon request for medical information purposes.

(f) Nothing in this License shall in any way exclude, modify or affect any of the Licensee's rights under the *Copyright Act* of Canada.

4. PROHIBITED USES

4.1 Licensee must not engage in the following activities and must take all commercially reasonable efforts to prevent Authorized Users from engaging in the following activities:

- i) remove or alter the authors' names or the Contractor's copyright notices or other means of identification or disclaimers as they appear in the Online Information Product(s);
- ii) systematically make print or electronic copies of multiple extracts of the Licensed Materials for any purpose other than back-up copies permitted under clause 3;
- iii) except as provided in clause 3, provide by electronic means, to a user at another library or elsewhere, a retained electronic copy of any part of the Online Information Product(s);

- iv) mount or distribute any part of the Online Information Product(s) on any electronic network, including without limitation the Internet and the World Wide Web, other than the Secure Network;
- v) directly or indirectly use or assist any third party to use the Content for any commercial or monetary purposes including without limitation any sale, resale, loan, transfer or upload of the Content to a commercial entity's internet website, or otherwise charge a fee for access, provided however, that recovery of direct costs by Licensee from Authorized Users, and use of the Content in the course of research funded by a commercial organization shall not violate this sub-section.

4.2 The Contractor's explicit written permission must be obtained in order to:

- i) use all or any part of the Online Information Product(s) for any Commercial Use, other than as permitted in clause 3;
- ii) systematically distribute the whole or any part of the Online Information Product(s) to anyone other than Authorized Users;
- iii) publish, distribute or make available the Online Information Product(s), works based on the Online Information Product(s) or works which combine them with any other material, other than as permitted in this License;
- iv) alter, abridge, adapt or modify the Online Information Product(s), except to the extent necessary to make them perceptible on a computer screen or as otherwise permitted in this License, to Authorized Users. For the avoidance of doubt, no alteration of the words or their order is permitted.

5. PUBLISHER'S UNDERTAKINGS

(a) The Contractor reserves the right at any time to withdraw from the Online Information Product(s) any item or part of an item for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. The Contractor shall give written notice to the Licensee not less than sixty (60) days in advance of such withdrawal. If such modification or withdrawal materially alters the Licensees' use of the product the Contractor will work with the Licensee to come to a mutually agreeable arrangement regarding replacement of content or refund to the Licensee that part of the Fee that is in proportion to the amount of material withdrawn and the remaining unexpired portion of the Subscription Period.

(b) Except as expressly provided in this License, the Contractor makes no representations or warranties of any kind, express or implied, including, but not limited to, warranties of design, accuracy of the information contained in the Online Information Product(s), merchantability or fitness of use for a particular purpose. The Online Information Product(s) are supplied 'as is'.

(c) The Contractor confirms to the Licensee that usage statistics covering the online usage of the journals and databases included in this licence will be provided. The Contractor further confirms that such usage statistics will adhere to the specifications of the COUNTER Code of Practice.

6. LICENSEE'S UNDERTAKINGS

The Licensee must use reasonable efforts to:

- (a) ensure that only Authorized Users are permitted access to the Online Information Product(s);
- (b) ensure that all Authorized Users are appropriately notified of the importance of respecting the intellectual property rights in the Online Information Product(s) and that they are made aware of and undertake to abide by the terms and conditions of this License;

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- (c) monitor compliance and immediately upon becoming aware of any unauthorized use or other breach, inform the Contractor and take all steps, including disciplinary action, both to ensure that such activity ceases and to prevent any recurrence;
- (d) issue passwords or other access information only to Authorized Users and use reasonable endeavours to ensure that Authorized Users do not divulge their passwords or other access information to any third party;
- (e) keep full and up-to-date records of all Authorized Users and their access details and provide the Contractor with details of such additions, deletions or other alterations as are necessary to enable the Contractor to provide Authorized Users with access to the Online Information Product(s) as contemplated by this License.
- (f) The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.

7. UNDERTAKINGS BY BOTH PARTIES

- (a) Each party must use its best endeavours to safeguard the intellectual property, confidential information and proprietary rights of the other party.
- (b) The parties must not disclose the terms and conditions or the subject matter of this Licence (including, without limitation, the list of the Online Information Product(s) and any usage data compiled and supplied) or any other information about the other party's business to any third party without the prior written consent of the other. This provision will survive the termination of this Licence, and any information obtained or received which comes within these restrictions must remain confidential, provided always that this obligation will not apply to any information which at the time of disclosure is in the public domain or is made available at any time by an independent third party which has not obtained it directly or indirectly in breach of any confidentiality agreement with either of the parties hereto.

8. LICENSE FEE

Licensee must pay the fees to the Contractor as set forth in the Contract.

9. TERM AND TERMINATION

- (a) In addition to automatic termination (unless renewed) under clause 2, this License could be terminated:
- i. if the Licensee defaults in making payment of the Fee as provided in the Contract;
 - ii. if either party commits a material or persistent breach of any term or obligations of this License or the Contract and fails to remedy the breach within thirty (30) days of notification in writing by the other party;
- (b) On termination all rights and obligations of the parties automatically terminate except as specifically provided in this License, and except for obligations in respect of Online Information Product(s) to which access continues to be permitted as provided in clause 9 f..
- (c) On termination of this License for default, as specified in clauses 9 a., the Licensee shall immediately cease to distribute or make available the Online Information Product(s) to Authorized Users.

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- (d) On termination of this License by the Licensee for default, as specified in clause 9.a.(ii). above, the Contractor shall forthwith refund the proportion of the Fee that represents the paid but unexpired part of the Subscription Period.
- (e) The Licensee hereby acknowledges that the business of the Contractor is entirely dependent upon the Contractor's intellectual property rights in the Online Information Product(s), and that any material and persistent breach thereof constitutes a fundamental breach of this License, in which event, notwithstanding clause 9, this License shall immediately terminate.
- (f) On termination of the Contract, Contractor must provide continuing access for the Licensee to that part of the Online Information Product(s) which was published and paid for within the subscription period, either from electronic online access or by supplying electronic files or CD-ROMs/DVDs to the Licensee or by permitting the Licensee to create one (1) copy of such content if the Contractor shows sufficient reason why they cannot supply electronic files.

10. LIMITATION OF LIABILITY

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.
- (b) Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the License Agreement is limited to Contract Value. This limitation of the Contractor's liability does not apply to: (i) any infringement of intellectual property rights; or (ii) any breach of warranty obligations.
- (c) Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with this License Agreement, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

11. GENERAL

Alterations to this License are only valid if they are recorded in writing and signed by both the Contractor and the Contracting Authority representing the Licensee.

Annex D **Evaluation Criteria**

This document sets out the criteria that will be used to evaluate the Bidder's Technical Bid and describes the content required for conducting the technical evaluation.

Section 1 contains mandatory evaluation criteria denoted as M1 through to M19.

Section 2 contains point-rated evaluation criteria denoted as R1 through to R7.

1. MANDATORY EVALUATION CRITERIA

To be considered responsive, a proposal must meet all of the mandatory requirements of this solicitation. Proposals not meeting any of the mandatory requirements will be given no further consideration. The Bidder MUST demonstrate how each of the following mandatory requirements are met.

The Bidder must provide a free trial period for one (1) month access for five (5) concurrent users in order for evaluators to validate the claims of the bidder. The trial accounts must be provided with the bid and be operational at the closing date of this Request for proposal. The trial will take place over CIPO's existing internet connection.

Criteria	Mandatory Requirement	Statement of Compliance and Cross Reference to Proposal
M.1	<p>The access to the patent search tool must be available from a Web browser type interface, and accessible from anywhere via the Internet through individual accounts with Passwords and/or Internet Protocol (IP) address recognition access or Virtual Private Network (VPN) access.</p> <p>This requirement must be demonstrated in the bidder's proposal and by a fully operational access to the patent search tool as required above during the free trial period.</p>	

M.2	<p>The patent search tool must be available through a dedicated high speed private network between CIPO and the bidder. Said network must be operational within three months of the contract start date. The network must provide users with minimum page refresh speeds of 1 second per page when viewing a combination of text fields and at least one patent drawing comprising an image at 70 dots per inch (dpi) or greater, and when the network is being accessed by 70 users simultaneously.</p> <p>This requirement must be demonstrated by the bidder by providing:</p> <ol style="list-style-type: none"> 1) a complete and detailed work schedule for the establishment of the network, 2) an architecture plan and 3) detailed information about how equipment will be installed. <p>The schedule must include all the necessary tasks and time required for their completion. Any particular problem identified must be highlighted with an identified problem resolution approach. CIPO will only provide access to the client site for the installation of the contractor's equipment. The contractor shall request firewall change at least 6 weeks prior to the installation.</p>	
M.3	<p>The patent search tool must provide access to patent documentation according to subsections 34.1(b)(i) and 34.1(b)(ii) of the <i>Regulations Under the Patent Cooperation Treaty (PCT)</i> which is available at: http://www.wipo.int/pct/en/texts/rules/r34.htm</p> <p>This requirement must be demonstrated in the bidder's proposal by providing a full list of the databases that will be available for the contract.</p> <p>Fully operational access to the patent documentation identified above is required during the free trial period.</p>	
M.4	<p>Full text searching of claims and description for United States (US), European (EP), French (FR), World Intellectual Property Organization (WO), Great Britain (GB) and German (DE) documents must be provided.</p> <p>Bidders must demonstrate their capability of searching each specified database (US, EP, FR, WO, GB, and DE) by providing a search example on "screen capture images" for each database.</p>	
M.5	<p>The patent search tool must include access to the Derwent World Patent Index (DWPI) database. The access to DWPI must be integrated into the patent search tool to provide simple and efficient access.</p> <p>This requirement must be demonstrated in the bidder's proposal and the provider of the DWPI services and by a fully operational access to the DWPI services as required above during the free trial period.</p>	

M.6	<p>The patent search tool must provide basic citation searching in both forward and backward directions.</p> <p>This requirement must be demonstrated in the bidder's proposal by showing the coverage of the backward and forward citations usable and explaining how it works within the search system. Bidders must provide "screen capture images" in support of their demonstration. In addition, a fully operational use of this searching capability shall be available during the free trial period.</p>	
M.7	<p>The patent search tool must provide proximity and truncation operators:</p> <ul style="list-style-type: none"> • near; • within x words; and • wildcards to: <ul style="list-style-type: none"> ○ replace one character; ○ replace the beginning of words; ○ replace the end of words; ○ force case sensitivity; and ○ force case insensitivity. <p>This requirement must be demonstrated in the bidder's proposal by listing and explaining the above functions. Bidders must provide "screen capture images" in support of their demonstration. In addition, a fully operational use of the above functions shall be available during the free trial period.</p>	
M.8	<p>The patent search tool must allow for unlimited use by up to 450 users. The 450 users must be able to access the search tool simultaneously.</p> <p>Bidders must demonstrate the capacity of the search tool in allowing the required 450 users to access the search tool simultaneously in addition to other clients' needs by providing detailed information on how the integration of the 450 new users will be done to ensure service provision in accordance to this request for proposal.</p>	
M.9	<p>The patent search tool must be capable of processing individual search statements resulting in at least 20 000 documents per search statement, and subsequently allow multiple search statements to be manipulated to allow for flexible search strategies.</p> <p>Bidders must demonstrate the above requested capacity of the search tool in their proposal. Bidders must provide "screen capture images" in support of their demonstration. In addition, the above capacity shall be available during the free trial period.</p>	
M.10	<p>The patent search tool must provide for reliable access and must be available no less than 99% of working hours defined as Monday to Saturday, 6:00 until 22:00 Eastern time.</p> <p>This requirement must be demonstrated by the bidder by providing a complete and detailed description of all their downtimes over the last three years with an explanation for each downtime as to why the services were not available to the clients.</p>	

M.11	<p>Technical support must be available:</p> <ol style="list-style-type: none"> 1. Monday to Saturday, 6:00 until 22:00 Eastern time for reporting system outages; and 2. Monday to Saturday, 6:00 until 18:00 Eastern time for general inquiries on system usage. <p>This requirement must be demonstrated by bidders by providing a complete and detailed description of their client support services. In addition to the above, technical support shall be available during the free trial period.</p>	
M.12	<p>The patent search tool must provide means of identifying patent families using a single patent family member, and provide a representation which includes all patents that are members of the respective patent family.</p> <p>Bidders must demonstrate the above requested capacities of the search tool in their proposal. Bidders must provide "screen capture images" in support of their demonstration. In addition, the above capacities shall be available during the free trial period.</p>	
M.13	<p>The patent search tool must provide means of searching according to International Patent Classification (IPC), United States Patent Classification (USPC), and Cooperative Patent Classification (CPC) systems.</p> <p>Bidders must demonstrate the above requested capacities of the search tool in their proposal. Bidders must provide "screen capture images" in support of their demonstration. In addition, the above capacities shall be available during the free trial period.</p>	
M.14	<p>The patent search tool must provide means to highlight key words when presenting text information on screen.</p> <p>Bidders must demonstrate the above requested capacity of the search tool in their proposal. Bidders must provide "screen capture images" in support of their demonstration. In addition, the above capacity shall be available during the free trial period.</p>	
M.15	<p>The patent search tool must provide means to display original patent documents at a minimum resolution of 70 dots per inch (dpi).</p> <p>Bidders must demonstrate the above requested capacities of the search tool in their proposal. In addition, the above capacities shall be available during the free trial period.</p>	
M.16	<p>The patent search tool must provide users with Work Folders which are containers that hold a collection of documents or references to documents.</p> <p>Bidders must demonstrate the above requested capacity of the search tool in their proposal. Bidders must provide "screen capture images" in support of their demonstration. In addition, the above capacity shall be available during the free trial period.</p>	

M.17	<p>The patent search tool must provide a search history report, which is a summary of the queries performed within a search session.</p> <p>Bidders must demonstrate the above requested capacity of the search tool in their proposal. Bidders must provide “screen capture images” in support of their demonstration. In addition, the above capacity shall be available during the free trial period.</p>	
M.18	<p>The patent search tool must provide means to download Portable Document Format (PDF) versions of the Original Patent Documents at a minimum resolution of 200 dpi.</p> <p>Bidders must demonstrate the above requested capacities of the search tool in their proposal. In addition, the above capacities shall be available during the free trial period.</p>	
M.19	<p>The patent search tool must provide means to perform searches of the patent documentation identified in M.2 using:</p> <ol style="list-style-type: none"> 1. a Graphical User Interface (GUI) for building and executing search queries; and 2. a Command Line Interface (CLI) which allows a user to type search strings that follow a documented query syntax into a field, and then execute them. <p>Bidders must demonstrate the above requested capacities of the search tool in their proposal. Bidders must provide “screen capture images” in support of their demonstration. In addition, the above capacities shall be available during the free trial period.</p>	

2. POINT-RATED EVALUATION CRITERIA

The Technical Bid will be assessed against the following categories of point-rated criteria, each scored according to the point rated scale indicated for each criteria. The bidder must clearly demonstrate how each of the following requirements will be fulfilled. Screen capture images or any other pertinent information for demonstrating compliance with the point rated criteria must be provided in the proposal.

Category	Point Rated Criteria	Points
R.1	Database	85
R.2	Searching	115
R.3	Viewing	205
R.4	Search History	35
R.5	Downloading Documents	30
R.6	Miscellaneous	65
R.7	Performance	30
	Total	565

The following section sets out, for each of the above categories (R.1 to R.7), the point-rated criteria, the maximum number of points for each requirement, the detailed scoring structure, and the cross reference to the section in the bidder's proposal under which must appear the information requested.

Category R.1 Database

			Bidder's Response	
Criteria Rated Requirement Max Points			Scores to be Assigned Base on the Following Cross Reference to Proposal	
R.1.1	Allows for database records to be grouped as a patent family and displayed by a representative family member, wherein a family is defined as a collection of published patent documents relating to the same invention that are published at different times in the same country or published in different countries or regions.	20	0 - Family member grouping does not provide functionality beyond mandatory requirement M12. 5 - Family member identification is possible through dedicated family search functionality. 10 - Search results are configurable to provide family member grouping. 15 - Family members are grouped, and search results are represented by a preferred representative family member. The preferred representative family member is a configurable user preference. 20 - Family members are grouped together when search results return any member of a patent family. A user selectable family representative preference is used to represent the entire family when that family representative is returned with the search results. The family is expandable and individual family members navigable without disrupting the results of a search if the user wishes; family members are listed and browsable in a configurable preferred order.	

R.1.2	The patent search tool provides full text coverage of Canadian (CA) patent publications (abstract, description, claims)	15	0 - Abstract only text coverage of any incomplete set of CA patent publications from 1978 to the present day is provided. 5 - Full text coverage of abstract, description, and claims of CA patent publications from 1978 to the present day is provided. 10 - as per 5 points above and further including patent abstracts of CA patent documents from 1920 to the present day. 15 - as per 10 points above, and further including full text descriptions and claims for all CA patent publications from 1920 to the present day. Note: A delay of three weeks for indexing of new publications is considered up to date to the present day.	
R.1.3	Provides English language machine translations of the full text of documents published in Arabic, Chinese, French, German, Japanese, Korean, Portuguese, Russian, or Spanish as part of the searchable database.	15	0 - Full text searching of English translations is not provided for any combination of the identified languages. 1 point is provided for the ability to search English translations for each of up to three of the identified nine languages.. 2 points are provided for the ability to search English translations for each of the remaining languages.	
R.1.4	Provides comprehensive access to items of non-patent literature under subsection 34.1(b)(iii) of the <i>Regulations Under the PCT</i> as published by the International Bureau and summarized under Appendix 2 of Part 4.2 of the <i>Handbook on Industrial Property Information and Documentation</i> , which is available at: http://www.wipo.int/standards/en/part_04.html	35	1 point will be awarded per 5 periodicals; full points will be awarded for access to the complete list of 155 periodicals.	
Total		85		

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Category R.2 Searching

			Bidder's Response	
Criteria Rated Requirement Max Points			Scores to be Assigned Base on the Following Cross Reference to Proposal	
R.2.1	Provides citation searching in both forward and backward directions.	20	0 - Citation searching beyond mandatory requirement M.6 has not been demonstrated. 5 - Basic forward and backward searching of select citations* for a single document. 10 - Forward and backward searching of citations by EP and US offices for a single document. 15 - Forward and backward searching of citations by EP, US, and other offices for a single document. 20 - Forward and backward searching by EP, US, and other offices of multiple documents simultaneously * select citations includes one of EP, US, and other individual International Patent Documentation Center (INPADOC) nations.	
R.2.2	Provides an enhanced GUI for entering search queries	15	0 - Features beyond those necessary to comply with M19 are not provided. 5 - A GUI with selectable, commonly used search fields and search options is available. 10 - A GUI which allows user configurable search fields, search options, and display customization is available. 15 - A fully featured and programmable GUI is available for customizing the search and the search environment.	

R.2.3	Provides an enhanced CLI for manually entering custom search queries	15	<p>0 - Features beyond those necessary to comply with section M.19 are not provided.</p> <p>5 - A CLI is available within the context of the website which provides full functionality of all available search capabilities; limited Application Programming Interface (API) which precludes use of the CLI and which gives preference to the web GUI.</p> <p>10 - A CLI which provides full functionality of all available search capabilities is available and includes an extensive API.</p> <p>15 - A CLI is available with an extensive, programmable API; enhanced ability to search and group results; opportunity to program custom interactions and applications and provide useable outputs of these.</p>	
R.2.4	Provides the ability to perform statistical analysis on a set of documents (e.g. to find a class distribution for a set of results)	15	<p>0 - Statistical analysis is left to the user offline.</p> <p>5 - Basic stats are provided: # hits, keywords, relevance</p> <p>10 - Basic stats and pre-defined reports are provided for analysis of query results such as classification binning (top classification groups found in a result list).</p> <p>15 - Results are presented with an option to explore a full suite of statistics e.g. # hits; summary of highest hit classifications; keyword summaries; classification correlations; document relevance; new results obtained by search compared to total results in the session; etc.</p>	

R.2.5	Provides the ability to filter searches according to fields (i.e.Title, Abstract, Claim, Description)	15	0 - Search results are not filterable. 5 - Search results are filterable only through ordering of results. 10 - Filters are provided which make visible only those results from select fields*. 15 - Arbitrary filters are provided for any displayable field through flexible filtering options. * Select fields means a limited number of fields: i.e. filing date, IPC, etc.	
R.2.6	Provides the ability to search using multiple classification systems (e.g. IPC, USPC, European Patent Classification (CPC), Japanese Patent Classification (FT), etc.)	15	0 - Functionality beyond that which is required to comply with mandatory requirement M13 is not demonstrated. 5 - IPC, CPC, USPC searching can be done alone and in combination with each other. 10 - Full suite of common classifications: IPC, CPC, FT, USPC. 15 – One point for additional classifications up to a maximum of five points.	
R.2.7	Provides the ability to automatically search related keywords and synonyms	10	0 - Searching always strictly follows user inputs. 5 - Searching considers common pluralisation, simple thesaurus. 10 - Searching utilizes a technical thesaurus to perform keyword searching within the context of engineering practice and patent terminology.	

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R.2.8	Provides the ability to perform semantic searching based on concepts	10	0 - Searching is rigidly based on a query syntax. 5 - Search engine provides general recommendations with regards to synonyms and spelling. 10 - Search engine analyses search queries to identify patterns and intrinsic meaning, and provides results or recommendations that have more meaning than that provided by standard query language.	
Total		115		

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Category R.3

Viewing

	Bidder's Response
Criteria Rated Requirement Max Points	Scores to be Assigned Base on the Following Cross Reference to Proposal

R.3.1	Provides a patent examination focused display for efficient review of search results	25	<p>0 - Browsing bibliography, images, and specifications require multiple clicks and navigation through dedicated screens.</p> <p>5 - Select* bibliographic details are presented with static representative images and presented as list items in a bulk results display.</p> <p>10 - Configurable bibliographic details are presented with configurable elements of the patent abstract, specification and a non-interactive representative drawing, drawing mosaic, or other images.</p> <p>15 - As per 10 points above, and featuring an interactive drawing portion which displays complete and detailed drawing and image details for a patent document.</p> <p>20 - As per 15, where the interactive drawing portion provides intuitive navigation through high quality images for analysis of features in the images.</p> <p>25 - As per 20, where the browsing is done with consideration for an entire family of documents, and where subsequent session queries do not force the review of document families already presented and browsed.</p> <p>Select* in this context refers to a static selection of bibliographic fields such as filing date, abstract, title, and inventor / applicant.</p>	
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R.3.2	Provides the ability to simultaneously view text fields and drawings side by side	25	<p>0 - An ability to view bibliographic details and image details together does not exist.</p> <p>5 - Image and bibliographic details are provided together, but viewing or reviewing one element impairs the ability to view or review the other.</p> <p>10 - Image display may provide all images; text display includes bibliographic details, and full text representations of the abstract and complete specification.</p> <p>15 - One of the image display and the text display is interactive.</p> <p>20 - Both the image display and text display are interactive</p> <p>25 - Configurable and dynamic text presentation and highlighting is displayed next to high quality images of sufficient resolution, and both text displays and image displays provide interactive means to browse entire patent documents in a manner as fast and convenient as flipping and browsing paper pages.</p>	
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R.3.3	Allows a user to navigate through pages, documents, text, images, content, etc. with ease and without noticeable delay.	20	<p>Points awarded based on features present:</p> <p>Points - Feature</p> <p>2 - Configurable representative family member for viewing family groupings.</p> <p>2 - Family Forward / Backward navigation</p> <p>2 - Next / Previous Unviewed family navigation</p> <p>2 - Patent Forward / Backward navigation</p> <p>2 - Next / Previous Unviewed patent navigation</p> <p>2 - One-click forward / backward navigation of images / drawings within a single patent document</p> <p>1 - Date details</p> <p>2 - Classification details</p> <p>Selectable and searchable text for</p> <p>1 - Abstract</p> <p>2 - Description</p> <p>2 - Claims</p>	
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R.3.4	Provides the ability to select and save preferred fields and/or images for initial display when reviewing search results	20	<p>0 - Images are displayed according to predetermined details without consideration for user defined preferences.</p> <p>5 - User may define limited display preferences on a session to session basis.</p> <p>10 - Users may define bibliographic and image preferences which are used when displaying patent documents.</p> <p>15 - As per 10, with further ability to configure preference for the display and representation of entire patent families.</p> <p>20 - Search results are displayed using user configurable fields which provide for the representation of entire patent families according to the bibliographic details and user defined image preferences, and those configurable preferences are saved from session to session without the need for the user to reconfigure them once set.</p>	
R.3.5	Provides the ability to highlight multiple keywords in different colours within a set of results	20	<p>0 - Features beyond those which are necessary to meet mandatory requirement M.14 have not been demonstrated.</p> <p>5 - Simple keyword highlighting in one colour configurable to be turned on or off.</p> <p>10 - Multiple keyword highlighting in one colour.</p> <p>15 - Multiple keywords highlighting in multiple configurable colours.</p> <p>20 - Multiple keywords identified using query operators; highlighting using multiple configurable colours, the highlighted results being persistent across all documents within a session.</p>	

R.3.6	Provides the ability to create lists of documents selected for later review and retrieval while browsing a set of results	20	<p>0 - Only results from a current search are reviewable.</p> <p>5 - Results of individual searches are stored as lists and are reviewable without the need to retype the query.</p> <p>10 - Users are able to create and label custom lists, and select documents to place in those lists, either through query or by selection from a search query hit list.</p> <p>15 - As per 10, with single click placement of the currently displayed document in the list.</p> <p>20 - Support for well labelled lists of documents, the lists presenting documents in the same state as they were being browsed when placed in the list, the documents being fully reviewable through the interface and retrievable for offline review.</p>	
R.3.7	Provides the ability to screen out previously viewed documents when adding additional documents to a set of results	15	<p>0 - No consideration is given to whether a document has been viewed within the context of a search session.</p> <p>5 - A visual queue of whether or not a document has been viewed within a session is present when viewing results in a list.</p> <p>10 - Further provides an indication of how many documents within a results set have yet to be viewed for the first time.</p> <p>15 - When documents are presented for review within a session, an option exists where documents that have already been viewed will not be presented again.</p>	

R.3.8	Provides the ability to manipulate (pan, zoom, rotate) full resolution images at a minimum resolution of 70 dpi.	15	<p>0 - Image manipulation is not possible.</p> <p>5 - Image manipulation is possible, but drawings must be reloaded, or the manipulation is only performed with server side interactions and associated delays.</p> <p>10 - Image manipulation is possible, but only one or two of pan, zoom, and rotation functions; full resolution image cannot be manipulated, or is only presented when user inputs are finalized.</p> <p>15 - Full resolution images are available for dynamic interaction featuring pan, zoom, rotation of the image, the results being presented without delay to the user.</p>	
R.3.9	Provides document specific keyword searching	15	<p>0 - Features beyond those which are necessary to meet mandatory requirement M.14 have not been demonstrated.</p> <p>5 - Keyword highlighting is performed on a single document, but the highlighting conditions are not saved once the document is no longer being viewed.</p> <p>10 - Simple keyword highlighting is performed against a single document, and remains persistent to that document throughout a session.</p> <p>15 - Individual documents are highlighted using custom keyword query strings unique to that document, and this highlighting is persistent across the session for that document; documents containing document specific highlighting are categorized and retrievable in a dynamic list.</p>	

R.3.10	Provides the user with hot keys for commonly used functions and navigation of search results	15	<p>0 - only point and click services are provided.</p> <p>5 - Select* hotkeys are provided to perform routine functions or commands.</p> <p>10 - Extensive hotkeys are provided to perform a suite of functions or commands associated with list browsing and examination requirements.</p> <p>15 - User configurable hot keys are identifiable and/or programmable which provide instant execution of functions and commands without the need to navigate menus or interact with a graphical display via a mouse or similar pointing device, the configuration being persistent across sessions.</p> <p>* Select means predetermined and not necessarily configurable.</p>	
R.3.11	Provides the ability to view multiple drawing pages simultaneously in a grid format	15	<p>0 - No option exists for viewing multiple drawing pages simultaneously.</p> <p>5 - An ability to display mosaics of drawings of the same document is provided.</p> <p>10 - An ability to display images from the same document in multiple image panels is provided.</p> <p>15 - Multiple image panels available and independently navigable for simultaneous viewing and respective manipulation or browsing.</p>	
Total		205		

Category R.4 Search History

			Bidder's Response
Criteria Rated Requirement Max Points			Scores to be Assigned Base on the Following Cross Reference to Proposal
R.4.1	Provides the ability to save search results in a work folder and add/subtract to it at a later time	15	0 - Features beyond those which are necessary to meet mandatory requirement M.16 have not been demonstrated. 5 - Results may not be added to or subtracted from work folders except by running separate search strings or queries. 10 - Work folder contents are editable, but the work folders are made available only for a limited time. 15 - Work folders are creatable by adding individual or groups of search results to a new folder. Elements within a work folder are selectable for removal alone or in bulk. Work folders are retrievable across sessions.
R.4.2	Provides the ability to save search query history	10	0 - Features beyond those which are necessary to meet mandatory requirement M.17 have not been demonstrated. 5 - Search histories are stored as queries when made and queries reviewable and executable within the context of a single session. 10 - Search histories are stored by session, the individual search string are retrievable for re-execution and record keeping outside of the interface.

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R.4.3	Provides the ability to share search queries and results with other users	10	0 - Search queries and results may not be shared, except through a manual process of cut and paste. 5 - Means for sharing search queries between parties which are executable by another party for results browsing. 10 - User selectable details of search queries or search results are selectable for presentation to other users, either through an email interface, or through a messaging interface within the application, the messages including an ability to share informal comments regarding the query or result.	
Total		35		

Category R.5 Downloading Documents

			Bidder's Response
Criteria Rated Requirement Max Points			Scores to be Assigned Base on the Following Cross Reference to Proposal
R.5.1	Allows for enhanced PDF downloads of original patent documents	15	<p>0 - Features beyond those which are necessary to meet mandatory requirement M.18 have not been demonstrated.</p> <p>5 - PDF documents are provided for complete original document, with searchable text representation provided only when specifically requested.</p> <p>10 - Complete PDFs of original document images are provided which feature text indexing or search ability by default.</p> <p>15 - PDF format documents featuring full text searching and high resolution drawings of the original publications is provided for all published patent documents.</p>
R.5.2	Ability to download patent documents in bulk for offline viewing	15	<p>0 - Bulk downloading of patent files is not available.</p> <p>5 - Bulk downloading of certain elements of patent files is available in a format requiring a special viewer unique to the search engine.</p> <p>10 - Bulk downloading of a limited number of original PDF files is available.</p> <p>15 - Unlimited downloading of bulk PDF original documents is possible through list generation and/or query selection.</p>
Total		30	

Category R.6 Miscellaneous

			Bidder's Response	
Criteria Rated Requirement Max Points			Scores to be Assigned Base on the Following Cross Reference to Proposal	
R.6.1	Provides the ability to utilize macros, plug-ins, and other user programmable tools to customize the search tool	15	0 - Programmable tools are not provided outside of the standard search query forms. 5 - Basic automation of routine tasks is available with some customization; pre-production, experimental, or otherwise undocumented ability to automate exists. 10 - Enhanced macro coding or API ability is provided using widely distributed software language frameworks. 15 - As per 10, with an extensive and well documented API provided which allows for the generation of in house development of program tools to customize and enhance the search tool for CIPO specific needs; macros with dynamic variable identification are programmable through a macro interface.	

R.6.2	Provides integrated classification lookup tables with definitions for major classifications (IPC, USPC, CPC and FT)	15	<p>0 - Integrated classification lookup is not provided. Reference to external sites is required.</p> <p>5 - Integrated classification is provided through a separate tool dedicated to classification details. A limited number of patent classification systems are provided.</p> <p>10 - Integrate classification lookup is provided for IPC, CPC, USPC, FT records.</p> <p>15 - Fully integrated classification interface is available which allows searching, and provides classification details including concordance tables with minimal interaction required.</p>	
R.6.3	Provides on-demand machine translation	15	<p>0 - Translation services of patent documents are not provided.</p> <p>5 - Patent document translation from a subset of German, French, Swedish, Japanese, Korean, Russian, Dutch, and Mandarin to English is provided.</p> <p>10 - Translation services of full document text from German, French, Swedish, Japanese, Korean, Russian, Dutch, and Mandarin to English are provided.</p> <p>15 - As per 10, with further language translation ability and full text versions of patent specifications and abstracts are provided on demand in either French or English as selected by the user.</p>	

R.6.4	Provides optical character recognition (OCR) of a selected document	15	<p>0 - OCR is not provided for patent document images.</p> <p>5 - OCR is provided for parts of documents;</p> <p>10 - OCR is available for conversion of entire specifications of original patent documents, but is not integrated to provide service on demand.</p> <p>15 - An integrated OCR engine is available to provide on-demand conversion of document images to text including on-screen highlighting.</p>	
R.6.5	Provides the ability to interface with external query builders or result analyzers	5	<p>0 - An ability to import or export search queries and results is not provided.</p> <p>5 - Means for search query creation outside of the application and import means are provided for execution of queries through an import interface. Likewise, means to export search results in text or portable language syntax such as Extensible Markup Language (XML) are available to facilitate further review, manipulation, or archive.</p>	
Total		65		

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Category R.7 Performance

			Bidder's Response	
Criteria Rated Requirement Max Points			Scores to be Assigned Base on the Following Cross Reference to Proposal	
R.7.1	Page skip speed based on testing using trial accounts over existing internet connection.	30	0 - Performance beyond the mandatory requirements is not demonstrated. 10 - 1 to 0.8 seconds / page skip 20 - 0.8 to 0.5 second / page skip 30 - <0.5 seconds / page skip	
Total		30		