



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

**LETTER OF INTEREST  
LETTRE D'INTÉRÊT**

Comments - Commentaires

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

Issuing Office - Bureau de distribution  
Special Projects Division (SPD)/Division de Projets  
Spéciaux (DPS)  
Terrasses de la Chaudière 4th Floor  
Terrasses de la Chaudière 4e étage  
10 Wellington Street,  
10 Wellington Street,  
Gatineau  
Québec  
K1A 0S5

<b>Title - Sujet</b> TM NICE CLASSIFICATION	
<b>Solicitation No. - N° de l'invitation</b> U8300-209753/A	<b>Date</b> 2020-10-27
<b>Client Reference No. - N° de référence du client</b> U8300-209753	<b>GETS Ref. No. - N° de réf. de SEAG</b> PW-\$\$XU-004-38569
<b>File No. - N° de dossier</b> 004xu.U8300-209753	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2020-11-12</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Li, Huajun	<b>Buyer Id - Id de l'acheteur</b> 004xu
<b>Telephone No. - N° de téléphone</b> (819) 661-2854 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

**REQUEST FOR INFORMATION  
TRADEMARKS NICE CLASSIFICATION SOLUTION  
FOR  
CANADIAN INTELLECTUAL PROPERTY OFFICE  
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Attachment A: TM Nice Classification RFI-Questions to Industry

Attachment B: Unclassified Draft RFP

# **REQUEST FOR INFORMATION TRADEMARKS NICE CLASSIFICATION SOLUTION FOR CANADIAN INTELLECTUAL PROPERTY OFFICE**

## **1. Background and Purpose of this Request for Information (RFI)**

### **1.1. Purpose of this Requested for Information**

This Request for Information (RFI) is a consultation initiative that seeks feedback from Industry on Trademarks Nice Classification Solution requirements.

As part of this consultation, Public Works and Government Services Canada (PWGSC) is seeking input on the following:

- a)** Collect information regarding current market capabilities that meet the requirements as published in this RFI;
- b)** Seek industry feedback to solidify requirements; and
- c)** Engage potential respondents.

The information collected will inform subsequent Request for Proposal (RFP) for Trademarks Nice Classification Service for Canadian Intellectual Property Office (CIPO). Canada welcomes Industry feedback, but does not commit to a response to any comments that may be received.

Participation in this RFI is encouraged, but is not mandatory. There will be no short-listing of potential suppliers for the purpose of undertaking any future work as result of this RFI. Similarly, participation in this RFI is not a condition or prerequisite for the participation in any potential subsequent solicitation.

### **1.2. Background**

The Canadian Intellectual Property Office (CIPO), an agency of Innovation, Science and Economic Development Canada, is responsible for the administration and processing of trademark applications and registrations. The Trademark and Industrial Branch (TIDB) of CIPO processes more than 60,000 new domestic applications for the registration of trademarks in Canada every year. In addition, CIPO has approximately 620,000 existing registrations that currently do not have their goods/services grouped and classified according to the classes of the Nice Classification. These existing registrations need to have their goods/services correctly classified, so the appropriate renewal fee can be calculated.

In order to reduce Trademark (TM) processing and examination times and align CIPO service standards with other IPOs, TIDB has an immediate need to reduce the time spent on the examination of the Nice Classification (NCL) by Trademark examiners.

Generally, access to such a solution should:

- improve productivity;
- accelerate the processing of applications;

- accelerate the establishment of classes on existing registrations for the determination of the total renewal fee (basic and additional class fees);
- be more accurate and efficient in processing the existing information structures and content.

In this context, TIDB has an urgent need to leverage an Artificial Intelligence (AI) solution to allow TM examiners to examine on request the Nice Classification submitted by trademark applicants at filing and registered owners at renewal.

The solution will be provided with weekly updates of the CIPO Trademark Data in order to make the data readily accessible within the solution and up-to-date to examiners. In addition, periodic updates to the Goods and Service Manual will be provided to the contractor to ensure the solution has the latest version of acceptable goods and services terms and their classes.

## **2. Nature of Request for Information**

This is not a bid solicitation. This RFI will not result in the award of any contract. As a result, potential suppliers of any goods or services described in this RFI should not reserve stock or facilities, nor allocate resources, as a result of any information contained in this RFI. Nor will this RFI result in the creation of any source list. Therefore, whether or not any potential supplier responds to this RFI will not preclude that supplier from participating in any future procurement. This RFI is intended to solicit feedback from industry with respect to the matters described in this RFI. With the collected information, Canada plans to issue a RFP for the goods and services described in this RFI.

## **3. Nature and Format of Responses Requested**

Respondents are requested to provide their comments, concerns and, where applicable, alternative recommendations regarding how the requirements or objectives described in this RFI could be satisfied. Respondents are also invited to provide comments regarding the content, format and/or organization of any draft documents included in this RFI. Respondents should explain any assumptions they make in their responses.

## **4. Response Costs**

Canada will not reimburse any respondent for expenses incurred in responding to this RFI.

## **5. Treatment of Responses**

- a) Use of Responses:** Responses will not be formally evaluated. However, the responses received may be used by Canada to develop or modify procurement strategies or any draft documents contained in this RFI. Canada will review all responses received by the RFI closing date. Canada may, in its discretion, review responses received after the RFI closing date.
- b) Review Team:** A review team composed of representatives of CIPO and PWGSC will review the responses. Canada reserves the right to hire any independent consultant, or use any Government resources that it considers necessary to review any response. Not all members of the review team will necessarily review all responses.
- c) Confidentiality:** Respondents should mark any portions of their response that they consider proprietary or confidential. Canada will handle the responses in accordance with the Access to Information Act.
- d) Follow-up Activity:** Canada may, in its discretion, contact any respondents to follow up with additional questions or for clarification of any aspect of a response.

## 6. Contents of this RFI

- a) This RFI contains a draft bid solicitation. This document remains a work in progress and respondents should not assume that new clauses or requirements will not be added to any bid solicitation that is ultimately published by Canada. Nor should respondents assume that none of the clauses or requirements will be deleted or revised. Comments regarding any aspect of the draft document are welcome.
- b) This RFI also contains specific questions addressed to the industry.

## 7. Questions to Industry and Draft RFP

- a) Please refer to Attachment A, TM Nice Classification RFI - Questions to Industry and Attachment B, Draft RFP.

## 8. Volumetric Data

The volume of trademark registration data is being provided to respondents purely for information purposes. Although it represents the best information currently available to Canada, Canada does not guarantee that the data is complete or free from error.

## 9. Format of Responses

- a) **Volumes:** Respondents are encouraged to respond to the questions in Attachment A and provide any comments and feedback with respect to the Attachment B Draft RFP in separate volumes.
- b) **Cover Page:** If the response includes multiple volumes, respondents are requested to indicate on the front cover page of each volume the title of the response, the solicitation number, the volume number and the full legal name of the respondent.
- c) **Title Page:** The first page of each volume of the response, after the cover page, should be the title page, which should contain:
  - i) the title of the respondent's response and the volume number;
  - ii) the name and address of the respondent;
  - iii) the name, address and telephone number of the respondent's contact;
  - iv) the date; and
  - v) the RFI number.
- d) **Numbering System:** Respondents are requested to prepare their response using a numbering system corresponding to the one in this RFI. All references to descriptive material, technical manuals and brochures included as part of the response should be referenced accordingly.
- e) **Number of Copies:** Canada requests that respondents submit one electronic copy of their response.

## 10. Enquiries

Interested suppliers must note that all communication pertaining to the subject matter of this RFI shall exclusively be directed to the PWGSC Contracting Authority. Interested suppliers must refrain from communicating directly with CIPO stakeholders or with other Government of Canada representatives, regarding any aspect of this procurement process, including the subject matter described herein. Because this is not a bid solicitation, Canada will not necessarily respond to enquiries in writing or by circulating answers to all potential suppliers. However, respondents with questions regarding this RFI must direct their enquiries to:

Contracting Authority: Huajun LI  
E-mail Address: [huajun.li@tpsgc-pwgsc.gc.ca](mailto:huajun.li@tpsgc-pwgsc.gc.ca)  
Telephone: 819-661-2854

## 11. Submission of Responses

- a) **Time and Place for Submission of Responses:** Suppliers interested in providing a response should submit it via email directly to the Contracting Authority identified above by the time and date indicated on page 1 of this document.
- b) **Responsibility for Timely Delivery:** Each respondent is solely responsible for ensuring its response is delivered on time to the Contracting Authority.
- c) **Identification of Response:** Each respondent should ensure that its name and return address, the solicitation number and the closing date appear legibly on the response email and the front cover of the response.

Solicitation No. - N° de l'offre  
U8300-209753/A  
N° de réf. du client - Client Ref. No.  
U8300-209753

N° de la modif - Amd. No.  
File No. - N° du dossier  
U8300-209753/A

Id de l'acheteur - Buyer ID  
004xu  
N° CCC / CCC No./ N° VME - FMS

## **ATTACHMENT A – TM NICE CLASSIFICATION**

### **RFI QUESTIONS TO INDUSTRY**

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## TM Nice Classification

### RFI - Questions to Industry

- 1) CIPO understands that a potential supplier may not have all the features required in Annex A of Attachment B, Statement of Work. To allow for this CIPO has identified certain requirements as being Mandatory however allowing the potential bidder a period of time in which to develop the required functionality. While CIPO intends to keep the list of “Mandatory with Development” requirements to a minimum, they may consider adjustments to the list.
  - a) Please refer to Appendix 1 to **Annex A Statement Of Work, Solution Features and Compliance Table** to identify any Mandatory requirements for which the Respondent does not have the required functionality currently, however, they could provide it within the short development period.
- 2) Due to the high volume of trademark applications/registrations that require classification, CIPO has included a requirement to pre-load the trademark application/registration goods/services statements with the contractor. CIPO Trademark Examiners would then identify which trademark application/registrations they will process Nice Classification on, using the bidder’s solution with the pre-loaded statements of goods/services. This will eliminate the need for the Examiner to copy and paste the goods/services into the solution. This functionality has been identified as “Mandatory with Development” as it is anticipated that this feature does not currently exist with potential bidders. Respondents are requested to confirm if they could provide this functionality and articulate if there are any potential concerns/issues.
- 3) While currently not included in the Technical Requirements, CIPO would like to know if the potential solution has a set of web services/APIs, which would allow CIPO to directly perform the various solution features. This would include services to provide the list of goods/services to be classified, return of the restructured statements of goods/services with their designated Nice Classes, discrepancies reports as well as services to upload updates to the CIPO Goods and Services Manual. Please identify any of these with a detailed list and description.
- 4) As CIPO is a bilingual organization, the solution is required to have the user interface available in French and English (unilingual at one time however selectable by the user of the solution). Please clarify if the Respondent’s current solution has the user interface available in both languages and if not, how much effort and time is expected to make it available.
- 5) CIPO has identified a requirement for training on the proposed solution. Please provide estimates on the amount of training that is commonly provided to other customers to allow them to become proficient in the use of the solution.
- 6) CIPO requires a bilingual (French and English) set of training and user material. Please identify if this material already exists and if not how much effort is required to make it available.
- 7) As incorrect results can be anticipated through the classification, CIPO has proposed a Correction Process to identify when an incorrect classification is found. Please provide a high-level overview of



how the proposed solution will “re-learn” to ensure the correct results will occur in all future classifications.

- 8) CIPO has provided anticipated performance standards for how quickly the results of the classification must be returned (5 second for < 1,500 terms and 1 minute for > 1,500 terms). Does the Respondent have any issues with achieving this performance level?
- 9) CIPO has requested Activity Reports so they can identify which Trademark Examiners have used the solution and how many classifications they have performed. Does the Respondent have a set of standard activity reports and if so what information is provided?
- 10) What costing/pricing models are available to CIPO for the proposed solution? Options may be fixed price, fixed price per user, usage based, hybrid base price and usage. Please identify which model(s) the Respondent supports.
- 11) CIPO has identified a Desirable Functional Requirement to allow a comparison against previously classified results for goods/services. While this would allow for ensuring consistent results for the Office and applicants/registered owners, there is also concerns that this may impact the “learning” of the solution as classifications may change over time. Please suggest how this situation will be handled.
- 12) CIPO has identified a set of Accuracy Standards within Section 2.2.2 C of the Statement of Work. Within this section CIPO has defined three (3) levels of complexity in classification and indicated the expected accuracy level expected for each of these levels of complexity. Can the Respondent meet these accuracy levels and if so, is this based on existing results? If no, please explain what accuracy levels the proposed solution has achieved for existing clients.
- 13) As the Draft Request to Proposal (RFP) states, the lowest cost bidder will be given maximum 4 months to develop the Mandatory Development Requirement. If the Mandatory Development Requirement do not pass the final test, the Contract will not be awarded, nor will any cost or payment be paid to the bidder for this period of development work. Please specify any concerns or questions, if there are any.
- 14) Government of Canada is open to consider suggestions to the Attachment B-Request to Proposal, including its Annexes, attached in this RFI. Please provide comments or suggestions to the specific items if there are any.
- 15) To ensure consistent user access, CIPO is considering the requirement for accessibility of the user web interface of the solution. Does the Respondent’s solution comply with web accessibility standards, in particular Accessibility - W3C - World Wide Web Consortium (<http://www.w3.org/standards/webdesign/accessibility>) or EN 301 549 Harmonised European Standard Accessibility requirements for ICT products and services ([https://www.etsi.org/deliver/etsi\\_en/301500\\_301599/301549/02.01.02\\_60/en\\_301549v020102p.pdf](https://www.etsi.org/deliver/etsi_en/301500_301599/301549/02.01.02_60/en_301549v020102p.pdf)). Does the Respondent foresee any concerns to comply with such standards?

## **ATTACHMENT B -REQUEST FOR PROPOSAL**

### **TRADEMARKS NICE CLASSIFICATION SOLUTION FOR CANADIAN INTELLECTUAL PROPERTY OFFICE**

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## **ANNEXES, APPENDIXES AND FORMS**

### **I. LIST OF ANNEXES TO THE RESULTING CONTRACT:**

ANNEX A - STATEMENT OF WORK

Appendix 1 – Solution Features and Compliance Table

ANNEX B - PRICING STRUCTURE

### **II. LIST OF ANNEXES, APPENDIXES AND FORMS TO THE RFP:**

ANNEX C - EVALUATION AND SELECTION

Appendix 1 - TECHNICAL EVALUATION STRATEGY

ANNEX D – TECHNICAL SUBSTANTIATION FORM

ANNEX E - RFP SUBMISSION FORM AND CERTIFICATION

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## **PART 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

The bid solicitation and resulting contract document is divided into the following parts:

- 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: describes how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: identifies the certifications to be provided;
- Part 6 Security and Financial Requirements: describes specific requirements that must be met by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Refer to the Table of Contents for the list of annexes, attachments and forms.

### **1.2 SUMMARY**

- 1.2.1 This bid solicitation is being issued by Public Works and Government Services Canada (PWGSC) on behalf of Canadian Intellectual Property Office (CIPO) of Innovation, Science and Economic Development Canada (ISED) (the "**Client**") for Trademarks Nice Classification Service to support CIPO trademark applications and registrations management.
- 1.2.2 The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Colombia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the Canada – Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada – Ukraine Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), and the Canadian Free Trade Agreement (CFTA).
- 1.2.3 This bid solicitation is to establish a contract for the delivery of the requirement detailed in the bid solicitation in the National Capital Region, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will be treated as a separate procurement, outside the resulting contract.
- 1.2.4 It is intended to result in the award of one (1) contract for a period of one (1) year plus nine (9) one-year irrevocable options allowing Canada to extend the term of the contract.

### 1.3 DEBRIEFINGS

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing will be conducted in writing.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS

- 2.1.1** 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 Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by PWGSC.
- 2.1.2** 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.
- 2.1.3** The SACC 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation. If there is a conflict between the provisions of the SACC 2003 (2020-05-28) and this document, this document prevails.
- 2.1.4** Subsection 1 of Section 08, of SACC 2003 (2020-05-28), is deleted and replaced by the following:
1. Facsimile
- Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.
- 2.1.5** Subsection 4 of Section 5 of SACC 2003 (2020-05-28) is amended as follows:
- Delete: 60 days  
Insert: 365 days

### 2.2 SUBMISSION OF BIDS

- 2.2.1** Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit via e-post Connect by the date and time indicated on page one of the bid solicitation.

Note: For bidders needing to register with epost Connect the email address is: [tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca).

**Interested Bidders must register a few days prior to solicitation closing date.**

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

Due to the nature of the bid solicitation, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

- 2.2.2** Epost Connect Bid Submission

Canada requires that the Bidder submits its bid in accordance with section 08 of the [2003 Standard Instructions](#). The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

2.2.2.1 The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

2.2.2.2 For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

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

2.2.3 To support Government of Canada's [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>), any hard copy of the bid submitted to PWGSC will not be accepted.

2.2.4 The submission of more than one (1) bid for the same requirement from an identical Bidder is not permitted. If multiple bids from a same Bidder for the same requirements are received, the Contracting Authority will give the Bidder three (3) working days to confirm which bid to be used for the solicitation process.

2.2.5 By submitting a bid, the Bidder is certifying that it does not consider itself to be related to any other Bidder.

## 2.3 Former Public Servant

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

### 2.3.2 Definitions

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

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

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

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

### **2.3.3 Former Public Servant in Receipt of a Pension**

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )

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

- (i) name of former public servant;
- (ii) date of termination of employment or retirement from the Public Service.

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

### **2.3.4 Work Force Adjustment Directive**

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? Yes ( ) No ( )

If so, the Bidder must provide the following information:

- (i) name of former public servant;
- (ii) conditions of the lump sum payment incentive;
- (iii) date of termination of employment;
- (iv) amount of lump sum payment;
- (v) rate of pay on which lump sum payment is based;
- (vi) period of lump sum payment including start date, end date and number of weeks;



(vii) number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **2.4 COMMUNICATIONS DURING SOLICITATION**

### **2.4.1 Enquiries**

- 2.4.1.1 All enquiries must be submitted in writing to the Contracting Authority identified below, at the email address identified below, no later than five (5) working days before the bid closing date. Enquiries received after that time may not be answered.

Huajun Li  
Supply Team Leader, Special Projects Division  
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- 2.4.1.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### **2.4.2 Solicitation Documents**

- 2.4.2.1 The solicitation documents will be packaged and released via Buyandsell in PDF format. However, the Contracting Authority may decide to provide Bidders an electronic copy of some of the solicitation documents, in MS Word / MS Excel format, for easy access and use. In the event of any discrepancies between the MS and PDF documents, the PDF documents will prevail.
- 2.4.2.2 The Contracting Authority will amend the solicitation documents throughout the solicitation process to include Canada's responses to Bidders' enquiries and any changes made to the original documents. Solicitation amendments will be posted via Buyandsell.

## **2.5 APPLICABLE LAWS**

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

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 in Annex E - RFP Submission Form and Certification, sub-form 1(e), 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 Bidder.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 GENERAL INSTRUCTIONS**

3.1.1 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) document size;
- (b) Use a numbering system that corresponds to the bid solicitation;
- (c) Include a title page at the front of each section of the bid that includes the title, date, bid solicitation number, Bidder's name and address and contact information of its representative;
- (d) Include a table of contents following the cover page of each section of the bid. The table of contents should contain a listing of all sections and subsections with associated page numbers. It should also list the associated tables, figures, and appendices; and
- (e) Each subsequent page of each section of the bid should include a header and/or footer that includes the following information:
  - i. Bid title;
  - ii. Bidder's name;
  - iii. Date of the bid; and
  - iv. Page number.

3.1.2 Bidders must provide financial information including prices only in *Annex B – Pricing Structure*.

3.1.3 The Bidder's bid must not be made conditionally. Any condition imposed by the Bidder will render the bid non-compliant and the bid will be given no further consideration.

3.1.4 If volumetric data is provided to Bidders in this solicitation document, which could contain current and historical data, the inclusion of this data in this bid solicitation does not represent a commitment by Canada that Canada's future volumetric data will be consistent with this data. It is provided purely for information purposes and will not form part of the resulting contract. Bidders may decide in their sole discretion whether or not to take this information into consideration in preparation for their bids. Bidders may also decide in their sole discretion how to interpret and use this information during their bid preparation. Canada will not consider changes to a winning Bidder's proposal and Canada will not be liable for any business loss the winning Bidder may claim during the performance of the contract, in the event that the actual volumetric data deviates from the one provided in this bid solicitation.

### **3.2 SECTION I: TECHNICAL BID**

3.2.1 Bidders are required to explain and demonstrate how their bid meets the requirements contained in the bid solicitation. Bidders are required to demonstrate their knowledge, experience and capability, and describe their approach in a thorough, concise and clear manner for carrying out the Work.

3.2.2 The Technical Bid should address clearly and in sufficient depth the areas that are subject to the evaluation. Simply repeating the statement contained in the bid solicitation is not sufficient and is not acceptable. 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.

- (i) **RFP Submission Form:** Bidders are requested to include the Annex E RFP Submission Form and Certification with their bids. PART 1 of Annex E provides a common form in which bidders can provide information required for evaluation and contract award, such as a contact name and the Bidder's Procurement Business Number, etc. Using the form to provide this information is not mandatory, but it is recommended. If Canada determines that the information required by the RFP Submission Form is incomplete or requires correction, Canada will provide the Bidder with an opportunity to do so.
- (ii) **List of Proposed Software:** The Bidder must include a complete list in Annex B – Pricing Structure identifying both the name and the version number of each component of the Licensed Software required for the proposed Software Solution.
- (iii) **List of criterion met:** The Bidder must respond to each criterion set out in Appendix 1 to Annex A – Solution Features and Compliance Table. In preparing its responses to the criteria, the Bidder is requested to use Annex D – Technical Substantiation Form with reference to detailed instructions provided in Annex C – Evaluation and Selection Clause 3.
- (iv) **Previous Similar Services:** Where the bid must include a description of previous similar services: (i) a service must have been completed by the Bidder itself (and cannot include the experience of any proposed subcontractor or any affiliate of the Bidder); (ii) a service must have been provided to a customer for use at least 1 year and the customer must be using the service on a minimum of weekly basis with multiple users as NF-M-10 requirement defined in Appendix 1 to Annex A – Solution Features and Compliance Table; (iii) each service description must include, at minimum, the name and either the telephone number or e-mail address of a customer reference.

### 3.3 SECTION II: FINANCIAL BID

- 3.3.1 The Bidder must prepare and submit its Financial Bid in Canadian funds, accordance with *Annex B- Pricing Structure and Annex C- Evaluation and Selection*.
- 3.3.2 The Bidder is also requested to complete and submit Sub - form 2: Electronic Payment Instruments in *Annex E - RFP Submission Form and Certification*, if it is willing to accept payment of invoices by Electronic Payment Instruments. Otherwise, it will be construed that Electronic Payment Instruments are not accepted by the Bidder for payment of invoices.
- 3.3.3 **All Costs to be Included:** The financial bid must include all costs for the requirement described in the bid solicitation, for the entire Contract Period, **including any options to extend the Contract Period and the development cost to meet the mandatory development requirements** in the SOW. The identification and inclusion of all travel and training, as per the SOW, and all associated costs must be included.

- 3.3.4 The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-compliant.

**3.4 SECTION III: CERTIFICATIONS**

Bidders are requested to submit the certifications identified under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 EVALUATION PROCEDURES**

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- 4.1.2 An evaluation team of government representatives will evaluate the bids on behalf of Canada. The evaluation team will include CIPO and PWGSC representatives. Canada may use any independent consultant or government resources to evaluate any bid or bid portion thereof. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.
- 4.1.3 The evaluation will be conducted in multiple steps as described in *Annex C - Evaluation and Selection*. The fact that Canada has proceeded to a later step does not mean that Canada has conclusively determined that the Bidder has successfully passed any or all other steps. Canada reserves the right to conduct steps of the evaluation in parallel or in a different sequence than they appear in this bid solicitation.
- 4.1.4 If Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to Canada as specified in the request. Failure to meet this deadline may result in the bid being declared non-compliant. If additional time is required by the Bidder, Canada may grant an extension at its sole discretion.
- 4.1.5 Nothing in the bid evaluation process will limit Canada's rights under SACC 2003 (2020-05-28) Standard instructions - Goods or Services - Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- 4.1.6 Where Canada has made a final determination that a bid has failed any individual mandatory element of the bid solicitation, including technical and financial mandatory criteria, Canada reserves the right to determine the bid non-compliant without further evaluating it.

### **4.2 TECHNICAL EVALUATION**

- 4.2.1 Technical evaluation will be conducted in accordance with Section 1, Technical Evaluation of *Annex C- Evaluation and Selection*.

### **4.3 FINANCIAL EVALUATION**

- 4.3.1 Financial evaluation will be conducted in accordance with Section 2, Financial Evaluation of *Annex C- Evaluation and Selection*.
- 4.3.2 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

The financial evaluation will be conducted by calculating the Total Bid Price using the *Annex B – Pricing Structure* completed by the bidders.

### **4.4 BASIS OF SELECTION**

- 4.4.1 The Basis of Selection will be conducted in accordance with Section 3, Basis of Selection of *Annex C- Evaluation and Selection*.

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest total price will be recommended for award of a contract.

- 4.4.2 Bidders should note that all contract awards are subject to Canada's internal approvals process, which includes a requirement to approve funding in the amount of any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to Canada's internal policies. If approval is not granted, no contract will be awarded.

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## **PART 5 - CERTIFICATIONS**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-compliant, or will declare a Contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-compliant or constitute a default under the contract.

### **5.1 CERTIFICATIONS REQUIRED WITH BID**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions –Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION**

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-compliant.

#### **5.2.1 Integrity Provisions- Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 Former Public Servant**

According to 2.3 Former Public Servant, the Bidder is requested to provide the Contracting Authority with a completed sub-form 3 of *Annex E - RFP Submission Form and Certification*, Former Public Servant, before contract award.

#### **5.2.3 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html)" list (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-compliant 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 term of the contract.

The Bidder is requested to provide the Contracting Authority with a completed sub-form 4 of **Annex E- RFP Submission Form and Certification** Federal Contractors Program for Employment Equity certification before contract award. If the Bidder is a Joint Venture, the Bidder is requested to provide the Contracting Authority before contract award with a completed Federal Contractors Program for Employment Equity certification for each member of the Joint Venture.

#### **5.2.4 Software Publisher Certification and Software Publisher Authorization**

5.2.4.1 If the Bidder is the Software Publisher for any of the proprietary software products it bids, Canada requires that the Bidder confirm in writing that it is the Software Publisher. Bidders are requested to use the Software Publisher Certification Form included with the bid solicitation. Although all the contents of the Software Publisher Certification Form are required, using the form itself to provide this information is not mandatory. For bidders who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

5.2.4.2 Any Bidder that is not the Software Publisher of all the proprietary software products proposed in its bid is required to submit proof of the Software Publisher's authorization, which must be signed by the Software Publisher (not the Bidder). No Contract will be awarded to a Bidder who is not the Software Publisher of all of the proprietary software it proposes to supply to Canada, unless proof of this authorization has been provided to Canada. If the proprietary software proposed by the Bidder originates with multiple Software Publishers, authorization is required from each Software Publisher. Bidders are requested to use the Software Publisher Authorization Form included with the bid solicitation. Although all the contents of the Software Publisher Authorization Form are required, using the form itself to provide this information is not mandatory. For Bidders/Software Publishers who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

In this bid solicitation, "Software Publisher" means the owner of the copyright in any software products proposed in the bid, who has the right to license (and authorize others to license/sub-license) its software products. The Bidder is requested to provide the Contracting Authority with a completed sub-form 5 or sub-form 6 of Form 1 to Annex E- RFP Submission Form and Certification, whichever is applicable according to 5.2.4, before contract award.



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## **PART 6 – SECURITY AND FINANCIAL REQUIREMENTS**

### **6.1 SECURITY REQUIREMENTS**

- 6.1.1 No Security Requirements are required under this solicitation.

### **6.2 FINANCIAL CAPABILITY**

- 6.2.1 SACC Manual clause [A9033T \(2012-07-16\)](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T) Financial Capability inserted by reference, forms part of this bid solicitation (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9033T>).

Subsection 3 is deleted in its entirety and replaced with the following:

"If the Bidder is a subsidiary of another company, then any financial information required by the Contracting Authority in 1. (a) to (f) must be provided by each level of the parent company, up to and including the ultimate parent company. The financial information of a parent company does not satisfy the requirement for the provision of the financial information of the Bidder; however, if the Bidder is a subsidiary of a company and, in the normal course of business, the required financial information is not generated separately for the subsidiary, the financial information of the parent company must be provided. If Canada determines that the Bidder is not financially capable but the parent company is, or if Canada is unable to perform a separate assessment of the Bidder's financial capability because its financial information has been combined with its parent's, Canada may, in its sole discretion, award the contract to the Bidder on the condition that the parent company grant a performance guarantee to Canada."

- 6.2.2 In the case of a joint venture Bidder, each member of the joint venture must meet the financial capability requirements.

## PART 7 - RESULTING CONTRACT CLAUSES

7. Note to the Bidders: The following clauses and conditions apply to and form part of any Contract resulting from the bid solicitation.

### 7.1. REQUIREMENT

- 7.1.1.1. [Contractor's Name] agrees to supply to the Client a Licensed Software Subscription Services to access the \_\_\_\_\_ [Name of the Application] that meet all the requirements and specifications contained in the Contract, including the Statement of Requirements, in accordance with and at the prices set out in the Contract. This includes:
- 7.1.1.2. granting access licenses through the Licensed Software Subscription Services to the \_\_\_\_\_ [Name of the Application]
- 7.1.1.3. providing the Software Documentation;
- 7.1.1.4. providing Licensed Software Subscription Services Support during the Contract Period, plus any period during which the Licensed Software Subscription Services are extended pursuant to the irrevocable options granted to Canada below;
- 7.1.2. Client:** Under the Contract, the "Client" is Canadian Intellectual Property Office (CIPO) and any other organizations within Innovation, Science and Economic Development Canada (ISED).
- 7.1.3. Reorganization of Client:** The Contractor's obligation to perform the Work will not be affected by and no additional fees will be payable as a result of the renaming, reorganization, reconfiguration, or restructuring of any Client. The reorganization, reconfiguration and restructuring of the Client includes the privatization of the Client, its merger with another entity, or its dissolution, where that dissolution is followed by the creation of another entity or entities with mandates similar to the original Client.
- 7.1.4. Defined Terms:** Words and expressions defined in the 2035 General Conditions and used in the Contract have the meanings given to them in the 2035 - General Conditions.
- 7.1.4.1. "Device" means equipment having a physical central processor unit (CPU), mass storage and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants and mobile computing equipment.
- 7.1.4.2. "General Conditions" means the general conditions that form part of the Contract;
- 7.1.4.3. "Supplemental General Conditions" means the supplemental general conditions that form part of the Contract;
- 7.1.4.4. "Licensed Software Subscription Services" means the right to access and use the software products installed at the Contractor's premises that must be provided by the Contractor to Canada under the Contract. This include a subscription license with all the right defined in the Contract and the right to the Software Documentation collectively.

- 7.1.4.5. "Software Documentation" means all of the manuals, handbooks, user guides and other human-readable material to be provided by the Contractor to Canada under the Contract, whether that material is to be provided in printed form or on Media;
- 7.1.4.6. "User" or "Administrator" or "Contact" means an individual authorized by the Client to use the Licensed Software Subscription Services under the Contract and for the purposes of these supplemental general conditions, includes any employee, agent or contractor authorized to use the Licensed Software Subscription Services. For the purpose of this contract, the number of Contact for the purpose of establishing a unit of measure for the Basis of Payment;
- 7.1.4.7. "Licensed Software Subscription Services Maintenance Releases" means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software Subscription Services developed or installed by the Contractor or its licensor;
- 7.1.4.8. "Software Error" means any software instruction or statement contained in or absent from the Licensed Software Subscription Services, which, by its presence or absence, prevents the Licensed Software Subscription Services from operating in accordance with the Specifications;
- 7.1.4.9. "Licensed Software Subscription Period" means the period specified in the Contract during which the Contractor must support the Licensed Software Subscription Services, in accordance with the conditions of the Contract.

Words and expressions defined in the General Conditions and used in these supplemental general conditions have the meanings given to them in the General Conditions unless provided otherwise. If the General Conditions contain sections entitled "Ownership" and "Warranty", those sections do not apply to the Licensed Software Subscription Services. Instead, the ownership and warranty provisions herein in this agreement apply to the Licensed Software Subscription Services.

## **7.2. OPTIONAL GOODS AND/OR SERVICES**

- 7.2.1.** The Contractor grants to Canada the irrevocable option to increase the number of Licensed Software Subscription Services, described in the Contract under the same terms and conditions and at the prices and/or rates stated in Annex B - Pricing Structure. The option may only be exercised by the Contracting Authority by notice in writing and will be evidenced, for administrative purposes only, through a contract amendment.
- 7.2.2.** The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## **7.3. LICENSE TO THE LICENSED SOFTWARE SUBSCRIPTION SERVICES**

- 7.3.1. Licensed Software Subscription Services:** The Contractor hereby agrees that the Licensed Software Subscription Services will include the use of all Software required to enable the Client to use all the features and functionality, including but not limited the use and access

to all agents, access licenses, drivers, application program interfaces, adapters, connectors, plug-ins, software development tool kits and management console hosted by the Contractor.

- 7.3.2.** The Contractor must provide Licensed Software Subscription Services, includes the following software products:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 7.3.3.** Type of License being Granted: Licensed Software Services;

- 7.3.4.** Term of the License: Subscription (annual);

- 7.3.5.** Initial Requirement:

- 7.3.6.** Language of Licensed Software Services: As Statement of Work (SOW) defined;

- 7.3.7.** Additional Rights: This Licensed Software Subscription Services includes the right for Canada to use the \_\_\_\_\_ [Name of the Application], which includes the rights:

7.3.7.1. to access and use all the software products that form part of the \_\_\_\_\_ [Name of the Application] from as many locations (off-site workplaces or work environments “in the field”, and in-home work environments for the Client's business purposes) as the Client sees fit;

7.3.7.2. to use English and French versions;

7.3.7.3. to grant access through an internet browser using internet, intranet and extranet environments or any other connections to the Client (regardless of their location) to access, view, enter, search, exchange and read information held and created by the Client using the \_\_\_\_\_ [Name of the Application];

7.3.7.4. to make this use by way of a network, the Internet, an intranet, an extranet, a virtual private network (VPN), an inter-network, or such other means as may become possible from time to time so that users have “universal access rights” (i.e., a right to access the Licensed Software Subscription Services by any means from any location as may become possible from time to time), whether their means of access is secure, wireless, mobile or by any other means available from time to time;

7.3.7.5. to make this use regardless of the operating systems, software applications and Application Programming Interface(s) (API) that the Client may be using from time to time; however, Canada acknowledges that the Contractor is not granting any license rights to software other than the Licensed Software Subscription Services; and

7.3.7.6. to continue to use the Licensed Software Subscription Services regardless of any changes made at any given time, including but not limited to changes in the operating system, other applications, hardware, peripherals or devices with which the Licensed Software Subscription Services operates; however, the Contractor is not required to deliver a new or different version of the Licensed Software Subscription Services to enable the Client Users to continue to use the Licensed Software Subscription Services in a different environment than the one(s) described in the Contract.

- 7.3.8. Representation and Warranty:** The Contractor warrants and represents that the Licensed software subscription services meets or exceeds all the Specifications.

**7.3.9. Licensed Software Subscription Services Maintenance:** The Contractor must as part of the Licensed Software Subscription Services" upgrade the \_\_\_\_\_ [Name of the Application] with the most recent release(s) and version(s) of the software products, to ensure that it meets the requirements of the Contract and Statement of Requirements. These releases(s) and version(s) means all commercially available enhancements, extensions, improvements, upgrades, updates, releases, versions, renames, rewrites, cross-grades, components and back grades or other modifications to the Licensed Software Subscription Services developed by the Contractor or its licensor.

**7.3.10. Licensed Software Subscription Services Support:** This includes the following Technical Hotline Support and Web Support services:

**7.3.10.1. Technical Hotline Support:** The Contractor must provide the Technical Hotline Support through the Contractor's toll-free hotline at \_\_\_\_\_, in English and French, during CIPO business hours (7:00-18:00 EST Monday to Friday). The Contractor must answer with a live service agent at the time of the Client's User's initial call within 60 minutes of the call being received by the Contractor. The Contractor's personnel must be qualified and able to respond to the Client's and any Client User's questions and, to the extent possible, be able to resolve user problems over the telephone and provide advice regarding configuration problems. In addition, the Contractor must be able to:

7.3.10.1.1.1. Provide information and advice to Users and Administrators;

7.3.10.1.1.2. Create and transmit Messages on behalf of Client's Users and Administrator to all Contacts if requested by the Client; and

7.3.10.1.1.3. Ensure the resolution of technical problems.

**7.3.10.2. Web Support:** The Contractor must provide Canada with technical web support services through a website that must include, as a minimum, frequently asked questions and on-line software diagnostic routines, support tools, and services. The Contractor's website must provide support in English. The Contractor's website must be available to Canada's users 24 hours a day, 365 days a year, and must be available 99% of the time. The Contractor's website address is \_\_\_\_\_.

#### **7.4. 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 (PWGSC). The Manual is available on the PWGSC Website: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/all>

General Conditions: 2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

#### **7.5. SECURITY REQUIREMENT**

This document is UNCLASSIFIED, however;

**7.5.1.** The Contractor shall treat as confidential, during as well as after the performance of the services contracted for, any information of the affairs of Canada of a confidential nature to which its servants or agents become privy;

**7.5.2.** Contractor personnel requiring casual access to the installation site do not require a security clearance but will be required to be escorted at all times.

## **7.6. TERM OF CONTRACT**

### **7.6.1. Contract Period**

7.6.1.1. The “**Contract Period**” is the entire period of time during which the Contractor is obliged to perform the Work, which includes:

7.6.1.1.1. the “**Initial Contract Period**” begins on the date the contract is awarded, and ends one (1) year later; and

7.6.1.1.2. the period during which the Contract is extended, if Canada chooses to exercise any options (if any) set out in the Contract.

### **7.6.2. Option to Extend the Contract:**

7.6.2.1. The Contractor grants to Canada the irrevocable option to extend the term of the Contract by nine (9) additional one-year period(s) under the same terms and conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions set out in the Basis of Payment.

7.6.2.2. Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the Contract expiry date. The option may only be exercised by the Contracting Authority by notice in writing, and will be evidenced, for administrative purposes only, through a contract amendment.

## **7.7. AUTHORITIES**

### **7.7.1. PWGSC Contracting Authority**

The Contracting Authority for the Contract is:

Name: Huajun LI

Title: Supply Team Leader

Public Works and Government Services Canada  
Acquisitions Program, Major Projects Procurement Directorate  
Les Terrasses de la Chaudière  
10 Wellington Street, 4th Floor  
Gatineau, Québec, K1A 0H4  
Telephone: (819) 661-2854  
E-mail address: Huajun.li@tpsgc-pwgsc.gc.ca

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.

**7.7.2. Client Technical Authority**

The Client Technical Authority for the Contract is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Client Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

**7.7.3. Client Administrative Contact**

The Client Administrative Contact is:

Name:

Title:

Organization:

Address:

Telephone:

Facsimile:

E-mail address:

The Client Administrative Contact must receive the original invoice. All enquiries for request for payment must be made to the Client Administrative Contact.

**7.7.4. Contractor's Representative**

The Contractor's Representative is:

Name:

Title:

Telephone:

Facsimile:

E-mail address:

**7.8. PAYMENT**

**7.8.1. Basis of Payment**

**7.8.1.1. Licensed Software Subscription Services:** For the Licensed Software Subscription Services (including the Software Documentation, Maintenance and Support), all as detailed in the Contract, Canada will pay the Contractor, in advance the firm all-inclusive unit price(s), set out in Annex B – Pricing Structure, GST/HST extra upon

acceptance of Licensed Software Subscription Services by the Technical Authority and in accordance with the Method of Payment stated below in paragraph (c).

**7.8.1.2. Optional Additional Licensed Software Subscription:** For the option to increase the number of Licensed Software Subscription that will be serviced under the Licensed Software Subscription Services, if Canada exercises its option, Canada will pay the Contractor the firm all-inclusive unit price(s) set out in Annex B – Pricing Structure, GST/HST extra. If the number of Licensed Software Subscription are increased during the Contract Period or during any of the Option Periods, Canada will pay the applicable price for the number of Contacts divided by 365, then multiplied by the number of days remaining in that specific period.

**7.8.2. Limitation of Expenditure**

7.8.2.1. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**7.9. INVOICING INSTRUCTIONS**

**7.9.1.** The Contractor must submit invoices in accordance with the information required in the General Conditions.

**7.9.2.** The Contractor's invoice must include a separate line item for each subparagraph in the Basis of Payment provision.

**7.9.3.** By submitting invoices (other than for any items subject to an advance payment), the Contractor is certifying that the goods and services have been delivered and that all charges are in accordance with the Basis of Payment provision of the Contract, including any charges for work performed by subcontractors.

**7.9.4.** The Contractor must provide the original of each invoice to \_\_\_ with a copy to the Contracting Authority.

**7.10. APPLICABLE LAWS**

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

**7.11. PRIORITY OF DOCUMENTS**

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

**7.11.1.** these Articles of Agreement, including any individual SACC clauses incorporated by reference in these article of Agreement;

**7.11.2.** 2035 (2020-05-28), General Conditions - Higher Complexity - Services, apply to and form part of the Contract;

**7.11.3.** Annex A, Statement of Work;

**7.11.4.** Annex B, Pricing Structure; and



**7.11.5.** The Contractor's bid dated \_\_\_\_\_, not including any software publisher license terms and conditions that may be included in the bid, not including any provisions in the bid with respect to limitations on liability, and not including any terms and conditions incorporated by reference (including by way of a web link) in the bid.

**7.12. Foreign Nationals (Canadian Contractor)**

**7.12.1.** SACC Manual clause A2000C (\_\_\_\_\_) (insert date) Foreign Nationals (Canadian Contractor)

Note to Bidders: Either this clause or 7.13, whichever applies (based on whether the successful Bidder is a Canadian Contractor or Foreign Contractor), will be included in any resulting contract.

**7.13. Foreign Nationals (Foreign Contractor)**

**7.13.1.** SACC Manual clause A2001C (\_\_\_\_\_) (insert date) Foreign Nationals (Foreign Contractor)

**7.14. INSURANCE REQUIREMENTS**

SACC Manual clause G1005C (2008-05-12) Insurance Requirements is hereby included as part of the Terms of the Contract.

**7.15. OWNERSHIP**

**7.15.1.** Canada acknowledges that ownership of the Licensed Software used to provide the Licensed Software Subscription Services belongs to the Contractor or third parties and is not transferred to Canada. As a result, any reference in the Contract to any part of Licensed Software Subscription Services as a deliverable must be interpreted as a reference to the license to access and use the Licensed Software Subscription Services, not to own the Licensed Software Subscription Services.

**7.15.2.** Canada acknowledges that, in performing any warranty, maintenance, support and professional services related to the Licensed Software Subscription Services (if required under the Contract), the Contractor and its employees, agents, and subcontractors may develop and share with Canada ideas, know-how, teaching techniques and other intellectual property. Unless otherwise provided in the Contract, ownership to that intellectual property will remain with the Contractor.

**7.16. DISABLING CODES**

**7.16.1.** If the Licensed Software Subscription Services contains any features, functions or characteristics ("Disabling Codes") that might cause the Licensed Software Subscription Services to be unusable by Canada without passwords, authorization codes or similar information, the Contractor must provide to Canada, in advance and on an ongoing basis, provided Canada is not in default of its obligations regarding the use of the Licensed Software Subscription Services, all the information required by Canada to continue to use the Licensed Software Subscription Services.

- 7.16.2.** If the existence or characteristics of any Disabling Code are not known to the Contractor, but the Contractor later becomes aware of them, the Contractor must correct or remove the Disabling Code from the Licensed Software Subscription Services or take whatever other steps are necessary to ensure that Canada is able to continue using the Licensed Software Subscription Services.

#### **7.17. SOFTWARE DOCUMENTATION**

- 7.17.1.** Copyright in the Software Documentation will not be owned by or transferred to Canada. However, Canada has the right to use the Software Documentation and may, for its own internal purposes, copy it for use by individuals using or supporting the Licensed Software Subscription Services, as long as Canada includes any copyright and/or proprietary right notice that was part of the original document in any copy. Unless provided otherwise in the Contract, Canada must not otherwise reproduce the Software Documentation without first obtaining the written consent of the Contractor.
- 7.17.2.** The Contractor guarantees that the Licensed Software Subscription Services contains the appropriate Software Code, Software Services, Web Services, Application Program Interfaces and Software policies, processes and procedures to permit the Client to access, and use all functions and features of the Licensed Software Subscription Services as detailed in the contract.
- 7.17.3.** The Software Documentation must be available in both of the two official languages of Canada, the Contractor must deliver it in both French and English.

#### **7.18. RIGHT TO LICENSE**

- 7.18.1.** The Contractor guarantees that it has the right to license the Licensed Software Subscription Services and full power and authority to grant to Canada all the rights granted under the Contract. The Contractor also guarantees that all necessary consents to that grant have been obtained. Canada agrees that its only remedy and the Contractor's entire obligations in relation to a breach of this guarantee are the remedies and obligations set out in the section entitled "Intellectual Property Infringement and Royalties" contained in the General Conditions or in the Articles of Agreement, as the case may be.
- 7.18.2.** The Parties agree that only the conditions that expressly form part of the Contract by being written out in full in the Articles of Agreement or listed in the Priority of Documents section in the Articles of Agreement form part of the Contract. Any conditions accompanying or enclosed with the Licensed Software Subscription Services if any, do not form part of the Contract and, therefore, are not part of Canada's license and do not affect the rights of the Parties in any way. The Contractor agrees that in no event will Canada or any Client or User be required to enter into any additional license agreement with respect to the Licensed Software Subscription Services or any portion of it. The Contractor acknowledges that any additional license agreement relating to the Licensed Software Subscription Services signed by anyone other than the Contracting Authority is void and of no effect.
- 7.18.3.** Canada is not bound by and does not accept any "shrink-wrap" or "click-wrap" conditions or any other conditions, express or implied, that are contained in or on the software

packaging or conditions that may accompany the software in any manner, regardless of any notification to the contrary.

#### **7.19. SOFTWARE ERROR CORRECTION SERVICES**

**7.19.1.** Canada may report to the Contractor any failure of the Licensed Software Subscription Services to operate in accordance with the contract and the Statement of Requirements during the Software Support Period. Canada may report failures either in writing or by telephone or other remote communication. Upon receipt of a report of a failure from Canada, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide Canada within the time frames established in subsections 2 and 3, with a correction of the Software Error which caused the failure. Any such software correction must cause the Licensed Software Subscription Services to meet the contract and contract specifications. The Contractor must use all reasonable efforts to provide permanent corrections for all Software Errors and the Contractor warrants that the Licensed Software Subscription Services will meet the functional and performance criteria set out in the Specifications. All Software Error corrections will become part of the Licensed Software Subscription Services and will be subject to the conditions of Canada's license with respect to the Licensed Software Subscription Services.

**7.19.2.** Unless provided otherwise in the Contract, the Contractor must respond to a report of a Software Error in accordance with the severity of the Software Error, as detailed in subsection (c) below. The severity will be reasonably determined by Canada, and communicated to the Contractor, based on the following definitions:

**Severity 1:** indicates total inability to use the Licensed Software Subscription Services resulting in a critical impact on user objectives;

**Severity 2:** indicates ability to use a Licensed Software Subscription Services Program but user operation is severely restricted;

**Severity 3:** indicates ability to use a Licensed Software Subscription Services Program with limited functions which are not critical to overall user operations;

**Severity 4:** indicates that the problem has been by-passed or temporarily corrected and is not affecting user operations.

**7.19.3.** Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct Software Errors as follows:

**Severity 1:** within 4 hours of notification by Canada;

**Severity 2:** within 24 hours of notification by Canada;

**Severity 3:** within 72 hours of notification by Canada;

**Severity 4:** within 14 days of notification by Canada.

**7.19.4.** If Canada reports a Software Error to the Contractor, Canada must provide sample output (if applicable) and other diagnostic information, in order to permit the Contractor to expeditiously correct the Software Error.

## **7.20. CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **7.20.1. COMPLIANCE**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute a default of the Contractor's obligations under the Contract. Certifications are subject to verification by Canada during the entire period of the Contract.

### **7.20.2. FEDERAL CONTRACTORS PROGRAM (FCP) 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.

## **7.21. DISPUTE RESOLUTION**

- 7.21.1.** The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- 7.21.2.** The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- 7.21.3.** If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- 7.21.4.** Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

## **ANNEX A - STATEMENT OF WORK**

**U8300-209753/A**

**Trademarks Nice Classification Service**

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## 1. Background

The Canadian Intellectual Property Office (CIPO), an agency of Innovation, Science and Economic Development Canada, is responsible for the administration and processing of trademark applications and registrations. The Trademark and Industrial Branch (TIDB) of CIPO processes more than 60,000 new domestic applications for the registration of trademarks in Canada every year. In addition, CIPO has approximately 620,000 existing registrations that currently do not have their goods/services grouped and classified according to the classes of the Nice Classification. These existing registrations need to have their goods/services correctly classified, so the appropriate renewal fee can be calculated.

In order to reduce Trademark (TM) processing and examination times and align CIPO service standards with other IPOs, TIDB has an immediate need to reduce the time spent on the examination of the Nice Classification (NCL) by Trademark examiners.

Generally, access to such a solution should:

- improve productivity;
- accelerate the processing of applications;
- accelerate the establishment of classes on existing registrations for the determination of the total renewal fee (basic and additional class fees);
- be more accurate and efficient in processing the existing information structures and content.

In this context, TIDB has an **urgent need** to leverage an Artificial Intelligence (AI) solution to allow TM examiners to examine on request the Nice Classification submitted by trademark applicants at filing and registered owners at renewal.

The solution will be provided with weekly updates of the CIPO Trademark Data in order to make the data readily accessible within the solution and up-to-date to examiners. In addition, periodic updates to the Goods and Service Manual will be provided to the contractor to ensure the solution has the latest version of acceptable goods and services terms and their classes.

### 1.1 CIPO Context

1.1.1. In compliance with subsection 30(2) of the amended *Trademarks Act*, which came into force on June 17, 2019, an application for the registration of a trademark shall contain:

1.1.1.a. a statement in ordinary commercial terms of the goods or services in association with which the trademark is used or proposed to be used.

1.1.2. Section 29 of the *Trademarks Regulations* prescribes that the statement of the goods or services referred to in paragraph 30(2)(a) of the *Act* must describe each of those goods or services in a manner that identifies a specific good or service.

1.1.3. In compliance with subsection 30(3) of the *Trademarks Act* the goods or services referred to in paragraph 30(2)(a) are to be grouped according to the classes of the Nice Classification.

1.1.4. In accordance with paragraph 41(h) of the *Trademarks Regulations*, for the purpose of subsection 37(1) of the *Act*, an application is advertised by publishing on the website of

the Canadian Intellectual Property Office the statement of the goods or services in association with which the trademark is used or proposed to be used, grouped according to the classes of the Nice Classification, each group being preceded by the number of the class of the Nice Classification to which that group of goods or services belongs and presented in the order of the classes of the Nice Classification.

- 1.1.5. The principles for classification of goods and services are described in the [General Remarks](#) of the Nice Classification; generally, a finished product is in principle classified according to its function or purpose (*i.e. rain jackets (Class 25) vs. life jackets (Class 9)*), while services are in principle classified according to the primary branches of activities (*i.e. educational services in the field of nutrition (Class 41) vs. nutrition consultancy (Class 44)*); Nice Class headings, Explanatory Notes and the Alphabetical List also provide guidance on classification.
- 1.1.6. Although an application for the registration of a trademark must include a statement of goods and/or services, the goods and services are not required to be grouped according to the classes of the Nice Classification in order to obtain a filing date.
- 1.1.7. Registered owners will be required to group goods and services according to the classes of the NCL at the time of renewal.
- 1.1.8. CIPO does not assess the statement of goods and services or its classification for acceptability during the Formalities process.
- 1.1.9. The assessment of the Nice Classification (NCL) pursuant to subsection 30(3) of the *Act* is performed by CIPO Trademark Examiners during the Examination process for the purpose of the subsequent approval of the application for the publication in the *Trademarks Journal*.
- 1.1.10. The assessment of the Nice Classification includes the following:
  - 1.1.10.a. [CIPO Goods and Services Manual \(GSM\)](#) is a searchable database of approximately 33,000 terms pre-approved by CIPO; if an exact term in the statement of goods and services is found in the database, the appropriate class is provided in the GSM;
  - 1.1.10.b. If an exact term in the statement of goods and services is not found in the GSM, the Examiner can search for a similar term;
  - 1.1.10.c. If no exact or similar terms are found in the GSM, an Examiner will consult the Nice Class Headings and Explanatory Notes found on the WIPO website ([WIPO Nice Classification Headings and Explanatory Notes](#)); the Examiner must interpret and apply the general principles of Nice Classification in order to determine the class the term belongs to.
- 1.1.11. As a result of the examination:
  - 1.1.11.a. goods and services which are correctly grouped according to the classes of the Nice Classification by the applicant do not require further action;
  - 1.1.11.b. goods and services which are incorrectly grouped according to the classes of the Nice Classification by the applicant will require an objection to be included



in a report to be issued by an Examiner outlining the discrepancies; the report is sent to the applicant or their agent, as applicable;

- 1.1.11.c. where no classification is provided by the applicant (class '0'), an Examiner will include a request for the goods and services be grouped according to the classes of the Nice Classification in a report; the report is sent to the applicant or their agent, as applicable.
- 1.1.12. The statement of goods and services and the corresponding classification can be amended by the applicant after the initial examination and before advertisement.
- 1.1.13. For applications filed on or after June 17, 2019, filing fees are calculated based on the number of Nice Classes in the application at filing; for applications filed prior to June 17, 2019, no additional fees apply, but the applicant must properly group and class their goods and services in order for the application to proceed to advertisement.
- 1.1.14. The responsibility of the classification belongs to the applicant or registered owner and not the CIPO Examiners.
- 1.1.15. Currently, a backlog of approximately over 95,000 new trademark applications is awaiting examination. This backlog does not include Protocol applications for which the classification has been confirmed by WIPO.
- 1.1.16. The following options are currently available online aid applicants in classifying their goods and services:
  - 1.1.16.a. Pre-approved list (CIPO Goods and Services Manual (GSM) or "picklist");
  - 1.1.16.b. Import from an .XML (for applicants, registered owners or their agents who reuse an existing statement of goods and services);
  - 1.1.16.c. Custom goods or services (free text).

## **1.2 CIPO Business Process Statistical Highlights**

- 1.2.1. Number of TM examiners: currently 92 with an expected growth of approximately 20 examiners per year.
- 1.2.2. Time spent on average to verify the classification of goods and services: No stopwatch exercise has been conducted so far. Only high level approximations have been consolidated from various sources.
- 1.2.3. TM backlog of new applications:
  - 1.2.3.a. 95,000 awaiting examination, which includes assessment of Nice Classification (without taking into account Protocol applications).
  - 1.2.3.b. 16,000 new applications filed since June 2019 (Nice, Madrid and Singapore implementation).
  - 1.2.3.c. 8% of new applications in Formalized status created before June 17, 2019 don't have a Nice Class assigned by the applicant; 6% after June 17, 2019.
- 1.2.4. TM backlog of registrations without Nice Classification:



- 1.2.4.a. Over 600,000 files that will be required to be classified at the time of renewal.
- 1.2.4.b. Currently, this represents approximately 1,600 files per month that are due for renewal and that will need to be classified.
- 1.2.5. Breakdown of backlog: Prior to the legislative changes in June 2019, the provision of Nice Classes by TM applicants was voluntary; the amended *Trademarks Act* requires the goods and services in applications to be grouped according to the classes of the NCL prior to advertisement.
- 1.2.6. Nice Classes causing the most work for examiners: Service classes and uncommon goods which require research are generally the most difficult to interpret.

### 1.3 The Nice Classification

- 1.3.1. The Nice Classification (NCL), established by the Nice Agreement (1957), is an international classification of goods and services applicable to the goods or services for the registration of trademarks.
- 1.3.2. A new version of the NCL is available each year, and a new edition every five years; the current NCL is the 2020<sup>th</sup> version of the 11<sup>th</sup> edition consisting of 45 classes (classes 1-34 for goods and classes 35-45 for services). Since the system is recognized in numerous countries, it makes applying for trademarks internationally a more streamlined process. The classification system is administered by the World Intellectual Property Organization (WIPO).
- 1.3.3. The Nice Classification consists of Class Headings, Explanatory notes, and an Alphabetical Listing of goods and services. The class headings are the official, descriptive categories or "classes". These are accompanied, where appropriate, by explanatory notes that provide detailed descriptions of the types of goods or services included within the respective classes. The alphabetical list is an alphabetized enumeration of about 10,000 goods and about 1,000 services, some of these terms include information notes.

### 1.4 The CIPO Goods and Service Manual

- 1.4.1. The CIPO's Goods and Services Manual (GSM) is a searchable database available publically on the CIPO website. It serves as a representative listing for specifying goods and services in trademark applications as well as identifying their corresponding Nice Class. The intended users of the Manual are trademark Examiners, agents, applicants and registered owners. The GSM is updated on regular basis to ensure consistency and accuracy of information.
- 1.4.2. By selecting terms and expressions found in the Manual, applicants or their agents can be generally assured that their selection will be deemed acceptable under paragraph 30(2)(a) of the *Trademarks Act* and section 29 of the *Trademarks Regulations* and have been correctly placed in an particular Nice Class at the time of filing.
- 1.4.3. The terms and expressions found in the Manual will also assist the registered owner or their agents to classify the existing statements of goods and services in their registrations for renewal purposes.

- 1.4.4. The GSM provides a representative listing of goods and services that has been pre-approved by CIPO. If specific goods or services are not found in the Manual, they can still be added to the "My List" of goods and services by applicants to be submitted to the Office. The client may amend the XML list of selected goods or services prior to loading them into the electronic commerce e-filing application. A trademark Examiner will review this list to ensure that the terms or expressions are acceptable and are correctly grouped according to the classes of the Nice Classification. CIPO is regularly monitoring the frequency of use of expressions that are acceptable but not found in the database for possible future consideration.
- 1.4.5. The CIPO GSM is currently offered on the government of Canada/ISED API store (<https://ised-isde.api.canada.ca/en/detail?api=cipo-gsm> ).

## **1.5 Trademarks Act and Regulations**

Examiners need to verify that the statement of goods and services is compliant with:

- 1.5.1. Paragraph 30(2) (a) of the *Trademarks Act* states that an application for a trademark shall contain, "a statement in ordinary commercial terms of the goods or services in association with which the trademark is used or proposed to be used".
- 1.5.2. Section 29 of the *Trademarks Regulations* states that "the statement of the goods or services referred to in paragraph 30(2)(a) of the Act must describe each of those goods or services in a manner that identifies a specific good or service".
- 1.5.3. In compliance with subsection 30(3) of the *Trademarks Act* the goods or services referred to in paragraph 30(2)(a) are to be grouped according to the classes of the Nice Classification.

## **2. Requirements**

### **2.1 Objective**

2.1.1. The contractor must provide a solution, during the hours of operation as specified in the Performance Standards, to allow TM examiners to verify the Nice Classification submitted:

- 2.1.1.a. by applicants, or their appointed agent;
- 2.1.1.b. by registered owners, or their appointed agent; and
- 2.1.1.c. by determining into which Nice Class each of the goods and services in the application falls in.

### **2.1.2. The Solution**

- 2.1.2.a. The solution must have French and English unilingual user interfaces and allow the user to switch between the two interfaces. While the interface is unilingual the solution must be able to accept terms in both French and English no matter which interface is used;
- 2.1.2.b. The contractor must supply a bilingual user guide and detailed training guides and manuals in both official languages that are updated by the contractor when changes

have been made and shared with CIPO prior to the implementation of the changes so training can be provided prior to the changes;

- 2.1.2.c. The full solution must support for up to 100 end-users, initially. The solution must be able to accommodate annual growth in the number of concurrent CIPO authorized users, as specified in section 1.2.1.

## **2.2 Scope of Work / Tasks:**

### **2.2.1. Overview of Features and Compliance Table**

The purpose of the AI Nice Classification solution is to provide a sophisticated, highly reliable, user-friendly web-based application upon which CIPO may depend for the classification and verification of Nice Classes for specified goods and services.

The contractor must be responsible for all aspects of the AI Nice Classification solution including the following requirements:

- Ensuring the AI engine is updated as new terms are added and assigned to their appropriate Nice Classes;
- providing French and English unilingual user interfaces and a bilingual user guide;
- providing bilingual technical support to all users;
- providing training to CIPO personnel;
- providing solution upgrade as the technology improves over time;
- providing ongoing maintenance of the solution.

### **2.2.2. Performance Standards**

- The solution must be available on a 24/7 except for scheduled maintenance. Scheduled maintenance must be outside CIPO business hours (7:00 – 17:00 EST Monday-Friday). The contractor must provide the appropriate technologies to ensure the required performance standards are met.
- The solution shall provide a response time of:
  - Less than 5 sec per TM application/TM registration being classified with < 1,500 terms of good and services.
  - Less than 1 min per TM application/ TM registration being classified with >1,500 terms of goods and service.

### **2.2.3. Accuracy Standards**

The solution must meet the following standards for accuracy for the classification functions. For classification purposes the complexity of the terms and statements has been defined here.

- 2.2.3.a. Basic term/statement means the term is a direct match, or is highly similar, to a term found in the CIPO Goods and Services Manual or the term is a direct match, or is highly similar, to a term found in the Nice Classification system (Alphabetical List, Class Headings, Explanatory Notes and Information Notes).
- 2.2.3.b. Intermediate term/statement means a direct match is not found in the Goods and Services Manual, nor in the Nice Classification system; the term is a synonym for another term which can be classified using the Nice Classification system.

- 2.2.3.c. Complex term/statement means the term is not found in the Goods and Services Manual, nor in the Nice Classification system; the application and interpretation of the Nice Classification system and General Principles is required or the solution has learned to assign the term to a particular class.
- 2.2.3.d. During the classification verification, the solution must correctly identify at least 98% of the pre-determined Nice Classes for basic and intermediate statements, and at least 95% of the pre-determined Nice Classes for complex statements.
- 2.2.3.e. The solution must correctly identify at least 98% of situations where terms within a statement belong to different classes and re-organize the statements so that all terms in a single class are grouped together and the appropriate class identified.
- 2.2.3.f. The solution must correctly identify at least 95% of goods/services statements which can be grouped in more than one Nice Class.

#### 2.3.4. Availability

Should the solution become unavailable for any reason, normal operation must be restored within a 4-hour period. Availability during working hours 7:00 to 18:00 EST Monday to Friday, (excluding statutory holidays observed by the federal government in the province from which the call is made) must meet or exceed 99.99% aggregated over a 1 month period. In the case of the solution becoming unavailable, an automated email to a CIPO email address must be sent to notify CIPO users of the outage within 2 hours from the time the outage was detected.

#### 2.3.5. Corrections

Should CIPO identify errors in the classifications provided by the solution, they will report them to the contractor via email (contractor to supply the email address for corrections). The contractor will have a maximum of 2 business days in which to adjust the solution so that the correct classification will be produced. It is understood that the adjustment may involve changes to the solution algorithms; adding, updating or removing information from the AI learning; or corrections to information/data within the solution.

#### 2.3.6. CIPO Data Updates

The contractor will be provided trademark data, in the ST.96 XML format, on a weekly basis, unless and until a different schedule and format are selected by mutual agreement between CIPO and the Contractor at some future time. The contractor will also be provided with the contents of the Goods and Services manual on a weekly basis.

### 2.4. Other Requirements

#### Scope of Work / Tasks:

##### 2.4.1. User Manual

The contractor must develop and provide a bilingual user guide manual. The user guide manual must:

- 2.4.1.a. describe the functionality of the solution and how to use it appropriately and effectively;
- 2.4.1.b. the user guide manual must be bilingual (English/French); and

2.4.1.c. be available in both on-line and printable formats so that hardcopies may be made.

#### 2.4.2. Training:

The contractor will be required to provide bilingual training. Training must be web based (accessible over the Internet) and allow a new user of the solution to master all features of the solution. Initial training will be contractor instructor led. Training materials, self-study training and computer based training must remain available, without the requirement for copyright permission, for the duration of the contract to allow new examiners to use the training material to master the solution features as well as existing examiners to refresh their knowledge.

#### 2.4.3. User Activity Report

The solution must provide a report to view the list of activities performed by users with respective dates and times. Access to this report will be restricted to certain CIPO individuals. The authorized users must be able to create the report by user name and/or by date. The contractor may be required to provide additional activity reporting and a flexible reporting process is desired.

#### 2.4.4. User Profiles and Password Management

The Contractor must provide a web-based interface to manage user profiles and passwords. This interface will be access-restricted. Authorized users must be able to create/edit/delete user profiles along with their password creation and reset. The profiles must be created based on the roles that the users may perform within the solution (i.e. user and administrator). Each role will have a different set of access rights to the solution that CIPO will define with the contractor.

#### 2.4.5. Correction Request Process

The Contractor must establish a process to manage correction requests on information viewed through the Nice Classification solution. The user must be able to create/send corrections requests and the contractor must supply a tracking number, status report and a notification when the corrections are resolved. A list of all corrections requested and their status must be provided.

#### 2.4.6. Customer and Technical Support

2.4.6.a. System Maintenance: The Contractor agrees to provide Canada with all improvements, updates, upgrades and enhancements to the solution for the duration of the contract.

2.4.6.b. User Support: The Contractor is required to provide bilingual customer and technical support via telephone and email for the life of the Contract.

### 2.5. Detailed Requirements

**Appendix 1: Solution Features and Compliance Table**, sets out the detailed objectives of the solution required.

## Annex A - Appendix 1

### Solution Features and Compliance Table

#### Table Legend

First Column:	Requirement Number
Second Column:	M = Mandatory, MD* = Mandatory with Development, D = Desirable
Third Column:	Requirement
Fourth Column:	Description

\* MD – Mandatory with Development: CIPO recognizes that it has certain Office specific requirements that would not be generally available in a commercial solution. To accommodate these specific requirements CIPO will provide a development period not to exceed 4 months in which the contractor may enhance their solution to provide the specific feature. This development period is intended only for the specified requirements and cannot be used to develop other Mandatory requirements.

#### 1. Classification Solution of Goods and Services

For the purposes of these requirements, the International Classification of Goods and Services for the Purposes of the Registration of Marks as established by an Agreement concluded at the Nice Diplomatic Conference shall be referred to herein as NICE.

For the purposes of these requirements, the word "term" will be used to refer to a word (i.e. socks) or set of words (i.e. submarine sandwich) that is to be classified. In the case of a set of words, the words must be classified together as a unit to ensure correct classification.

For the purposes of these requirements, the work "statement" will be used to refer to a set of "terms" that is to be classified. The terms within the statement may or may not all be in the same class.

#### Functional Requirements:

No.	Type	Requirement	Description
F-M-1	M	Provide Nice Classes	For a supplied good/service statement the solution must be able to identify which Nice Class the term(s) should be classified under. If the statement results in multiple Nice Classes, the solution must return the terms rearranged so they are grouped together by their individual Nice Classes.
F-M-2	M	Unknown / Unclassifiable Terms	If a supplied statement/term(s) is unknown and cannot be classified, the term(s) must be identified to the user of the solution. The identification must provide a message to the user as well as highlighting the unknown term(s) within the statement.
F-M-3	M	Copy Validated Classes	The results of the validation must be able to be fully selected and copied from the solution for inclusion in CIPO generated reports (i.e. select, copy and paste).



F-M-4	M	NICE Edition and Version Upgrades	The solution must utilize the latest Nice Classification Edition and Version upon notification from CIPO of CIPO's intention to utilize said Edition/Version. CIPO will provide 4 month notification of when they intend to utilize a new Edition/Version.
F-M-5	M	NICE Edition and Version	Must classify provided goods and/or services terms based on NICE current Edition and Version.
F-M-6	M	Bilingual Terms	Must be able to classify goods and/or services terms which are supplied in French, English and/or Both.
F-M-7	M	Information Transfer	Must be able to receive the trademark data in ST.96 format to be classified electronically via File Transfer Protocol (FTP) and Secure FTP (SFTP).
F-MD-1	MD	Verify Nice Classes	For a supplied good/service statement the solution must be able to verify if all the terms within the supplied statement fall within the supplied Nice Class. If any term in the supplied statement does not fall within the supplied Nice Class the solution must identify the term(s) and also identify which Nice Class the term(s) should be classified under.
F-MD-2	MD	Unknown / Unclassifiable Terms Statistics	<p>The solution must provide statistics on unknown/unclassifiable terms that were produced for a classification request or classification validation request. These statistics must be able to report which unknown/unclassified terms were found and how often they were reported during a user selectable time period.</p> <p>The purpose of these statistics is to allow CIPO to review the terms to determine if the term should be added to the Goods/Services Manual.</p>
F-MD-3	MD	Transfer CIPO Goods/Services Manual	The solution must allow CIPO to transfer latest Goods and Services Manual to the Contractor on a scheduled basis. The transfer is originally scheduled for once per week however may be adjusted to daily.
F-MD-4	MD	Utilize CIPO Goods/Services Manual	The contractor must load the information from the transferred CIPO Goods/Services manual into the solution so that CIPO approved terms and their related classes are "learned" by the AI engine for ongoing classification. This "learning" process must include adding new terms and their classes, changes in classes for existing terms and removal of terms and their classes.
F-D-1	D	Compare to Previous Classified Trademarks	It is desirable that the solution can show what Nice classes were assigned to other trademark applications for a particular term of goods/services that was

			previously accepted by CIPO in order to improve consistency of the solution.
F-D-2	D	Report on non-classified terms	The solution should allow an authorized CIPO user to have access to reports identifying the most frequent statements of goods and services that are not found in the goods and services manual in order to complement and improve the Goods and Services Manual.

#### Non-Functional Requirements:

No.	Type	Requirement	Description
NF-M-1	M	Access Control	The solution must control access by individual user accounts, as specified in 2.4.4.
NF-M-2	M	Availability	The solution must be available on a 24/7 except for scheduled maintenance. Scheduled maintenance must be outside CIPO business hours , 7:00 – 18:00 EST Monday-Friday, (excluding statutory holidays observed by the federal government in the province from which the call is made) , as specified in 2.3.4.
NF-M-3	M	Available APIs	The solution must have API's available for the classification functionality identified in the functional requirements. While CIPO will initially be using the solutions user interface, CIPO needs the ability to call the classification functionality via APIs if/when they choose to use this method of access.
NF-M-4	M	Performance	The solution shall provide a response time of: <ul style="list-style-type: none"> <li>Less than 5 sec per TM application/TM registration being classified with &lt; 10 pages of good and services.</li> <li>Less than 1 min per TM application/ TM registration being classified with &gt;10 pages of goods and services, as specified in section 2.2.2.</li> </ul>
NF-M-5	M	Accuracy	The solution must meet the Accuracy Standards identified in Section 2.3(C) of the Statement of Work.
NF-M-6	M	Concurrent Users	The solution must allow for 100 concurrent CIPO authorized users while still providing the performance standards identified in Non-Functional Requirement NF-M-5. The solution must be able to accommodate annual growth in the number of concurrent CIPO authorized users, as specified in section 1.2.1.
NF-M-7	M	Technical Support	The contractor must supply technical support during CIPO business hours ,7:00 – 18:00 EST Monday – Friday, (excluding statutory holidays observed by the federal



			government in the province from which the call is made) , as specified in 2.4.6.b.
NF-M-8	M	Access to CIPO Facilities	While it is not anticipated that the contractor must be at CIPO facilities, if such a situation does occur the contractor must ensure that they are escorted at all time by a CIPO employee.
NF-M-9	M	Web Access	The solution must be available via the Internet. Given CIPO staff who will be accessing the solution may either be in the CIPO Offices or access from remote connections, the contractor needs to identify if access control is IP Address based or purely user account based. It is preferred that the solution is NOT IP Address based.
NF-M-10	M	Existing Client Base	The contractor must provide references to the existing customers who have been using the Nice Classification solution for at least 1 year. The reference customers must be using the solution on a <b>minimum</b> of weekly, preferably daily basis and have multiple users using the solution.
NF-MD-1	MD	Interface Language	The solution's user interface, messages, help and manuals must be available in French and English. The user must be able to select and switch between languages within a single session, as specified in 2.1.2.a.
NF-MD-2	MD	Data Language	The statements provided to the solution may be in either French or English. The resulting Nice Classes must provide a consistent result no matter which language the statement is provided in.
NF-D-1	D	User Account Control	It is desirable that the ability to add and remove/inactivate a user account be available to authorized users in CIPO, as specified in 2.4.4.

## **ANNEX B – PRICING STRUCTURE**

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## ANNEX B – Pricing Structure

Table 1-Contract Year (Year 1)				
Item No.	Solution Description	Qty	Unit Price	Extended Price (Tax excluded)
1	Description of the product being procured		\$0.00	\$0.00
2			\$0.00	\$0.00
3			\$0.00	\$0.00
Year 1 Sub-Total CAD:				\$0.00
The License Software Subscription Period will be from [Start Date] up to and including [End Date]				

Table 2 - Option Years					
Option Years	Item No.	Solution Description	Qty	Unit Price	Extended Price (Tax excluded)
Option Year 1	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 1 Sub-Total CAD:				\$0.00
Option Year 2	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 2 Sub-Total CAD:				\$0.00
Option Year 3	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 3 Sub-Total CAD:				\$0.00
Option Year 4	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 4 Sub-Total CAD:				\$0.00
Option Year 5	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 5 Sub-Total CAD:				\$0.00
Option Year 6	1	Description of the product being procured		\$0.00	\$0.00

	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 6 Sub-Total CAD:				\$0.00
Option Year 7	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 7 Sub-Total CAD:				\$0.00
Option Year 8	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 8 Sub-Total CAD:				\$0.00
Option Year 9	1	Description of the product being procured		\$0.00	\$0.00
	2			\$0.00	\$0.00
	3			\$0.00	\$0.00
	Option Year 9 Sub-Total CAD:				\$0.00
Option 9-Years Sub-Total CAD:					\$0.00

<b>Table 3 -Total Bid Price</b>	
<b>Table 1 "Year 1 Sub-Total CAD"</b>	\$0.00
<b>Table 2 "Option 9-Years Sub-Total CAD"</b>	\$0.00
<b>Total Bid Price</b>	<b>\$0.00</b>

Total Bid Price is calculated by "Year 1 Sub-Total CAD" + "Option 9-Years Sub-Total CAD".

## **ANNEX C - EVALUATION AND SELECTION**

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This Annex outlines the steps to be followed and methodology to be used for the technical and financial evaluation of the bids. It also provides the Bidder with instructions on how to prepare its responses to the technical evaluation criteria and how to prepare its financial bid. This Annex also describes how the winning bids are determined. This Annex is comprised of three Sections: Section 1 - Technical Evaluation, Section 2 - Financial Evaluation and Section 3 - Basis of Selection.

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## SECTION 1 - TECHNICAL EVALUATION

### 1. OVERVIEW

This Section outlines the steps to be followed and methodology to be used for the technical evaluation of the bids. It also provides Bidders with instructions on how to prepare its response to the technical evaluation criteria.

### 2. EVALUATION PROCEDURE

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement. Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

Canada will choose the lowest total price responsive bid to proceed

The technical evaluation consists of the following steps:

- (1) Evaluate Responses to Mandatory Criteria and Mandatory with Development Criteria; and
- (2) Implement Stage 1 test: The Technical Bid meeting all the mandatory criteria **with lowest total price** will be further evaluated according to Appendix 1 to Annex C-Technical Evaluation Strategy, as Stage 1 test;
- (3) Provide the selected Bidder with no more than four (4) months to develop the Mandatory with Development Criteria; and
- (4) Implement Stage 2 test: Test entire Solution for both Mandatory Criteria and Mandatory with Development Criteria.

The subsequent sections describe each step in more details.

### 3. EVALUATION CRITERIA

The Bidder must provide supporting documentation and demonstrate in their bid that they meet each and every criterion. Supporting documentation could include but not limited to, printed reports, graphs and/or illustrations and screen shots of software solutions results. Failure to provide supporting documentation will result in the bid being deemed non-responsive.

#### (A) BIDDER INSTRUCTION

The Bidder must respond to each mandatory criterion set out in Appendix 1 to Annex A – Solution Features and Compliance Table. In preparing its responses to the mandatory criteria, the Bidder is requested to use Annex D- Technical Substantiation Form.

Note to the Bidder:

- (a) **ID #:** This is an assigned evaluation criterion number and is prefaced with:
  - “F-M” for Functional Mandatory Criteria;
  - “NF-M” for Non-Functional Mandatory Criteria;
  - “F-MD” for Functional Mandatory with Development Criteria;
  - “NF-MD” for Non-Functional Mandatory with Development Criteria
- (b) **Bidder’s Response:** The Bidder must provide its response to confirm if existing software meets the



criterion or not.

- (c) **Bidder's Description:** The Bidder must provide its response in sufficient details in this column to demonstrate its full compliance with the corresponding mandatory criterion.
- (d) **Supporting Documentation:** The Bidder must provide supporting documentation to demonstrate its response to Bidder's Description. For NF-M-10, the bidder must provide the client reference information under this section.

#### 4. EVALUATION

- (a) A Bidder's Technical Bid will be evaluated against each mandatory criterion (F-M and NF-M) set out in Annex A – SOW as either "Met" or "Not Met". A single "Not Met" will result in the Bid being deemed non-responsive.
- (b) The Technical Bid meeting all the mandatory criteria with lowest Total Bid Price will be further evaluated according to Appendix 1 to Annex C-Technical Evaluation Strategy, as Stage 1 test.
- (c) If the software passed the tests as described Appendix 1 to Annex C -Technical Evaluation Strategy, the bidder will be provided a development period not to exceed four (4) months, starting from Stage 1 test acceptance notification date, in which the bidder must enhance their service to meet the criteria identified as "Mandatory with Development" (F-MD and NF-MD) and may, at the Bidder's discretion, enhance their service to provide the Requirement identified as "Desired" in the Annex A - SOW. Final acceptance is based on the solution fully meets all the requirements described in the SOW before the end of four (4) months.

Stage 2 test acceptance: The acceptance procedures set out as:

- i. Canada must prepare and provide to the selected bidder acceptance test data before the date specified in the first stage acceptance notification for the start of pre-installation testing of the Custom Software. Canada will consult with the selected bidder in connection with the preparation of such data and the selected bidder must assist in such preparation. Canada and the selected bidder will use such data to determine whether the Custom Software, when executed on the hardware and its operating system, performs in accordance with the Functional and Non-Functional Requirements stated in the SOW.
- ii. Following receipt of the acceptance test data referred to in subsection i), and before the date specified in the first stage acceptance notification for the start of acceptance testing of the Custom Software (the "Test Start Date"), Canada will provide the selected bidder an "Acceptance Test Plan". The Acceptance Test Plan will consist of a description of a series of tasks and verifications, based on the acceptance test data, in sufficient detail to enable Canada and the selected bidder to determine whether the Custom Software performs in accordance with the Specifications and all other requirements stated in the SOW.
- iii. On the Test Start Date, Canada must commence the acceptance tests in relation to the Custom Software using the pre-approved Acceptance Test Plan referred to in subsection ii). The acceptance tests must be conducted during the period of time specified in the first stage acceptance notification. If no other acceptance testing period is specified in the first stage acceptance notification, the acceptance tests must be conducted over a 30-day period from the Test Start Date. If the Custom Software passes the acceptance tests and if the selected bidder has completed all

other development work in accordance with requirements stated in SOW, Canada will promptly give notice to the selected bidder that the Custom Software is accepted.

- iv. If the Custom Software fails to pass the acceptance tests referred to in subsection iii), Canada will send a written description of the deficiencies to the selected bidder within three (3) working days following the end of the acceptance testing period referred to in that subsection. Upon receipt of Canada's description of the deficiencies, the selected bidder must modify the Custom Software to correct the deficiencies within ten (10) working days of receipt of such description. All acceptance tests in relation to the Custom Software must then be repeated, at no additional cost to Canada, and the selected bidder must ensure that the Custom Software passes the second set of acceptance tests within the acceptance testing period specified in subsection iii).
- v. Despite anything else contained in this section, if Canada is unable to commence or continue the acceptance tests in relation to the Custom Software because of an event reasonably beyond its control, the acceptance tests may be temporarily suspended for a period of time not to exceed sixty (60) working days. The time limits for testing referred to in this section or elsewhere in the first stage acceptance notification will in such cases be extended by the number of days of the suspension. If the delay exceeds sixty (60) working days, the Parties must use reasonable efforts to negotiate a mutually acceptable amended test period.

- (d) By the end of the fourth month, any of features that do not meet the Specifications and requirements stated in the Annex A –SOW will cause the bid to be considered non-compliant and Canada will start the evaluation process as described in 4 (b) and 4 (c) with the second lowest total price bidder.

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## SECTION 2 - FINANCIAL EVALUATION

### 1. OVERVIEW

This Section outlines the steps to be followed and methodology to be used for the financial evaluation of the bids. It also provides Bidders with instructions on how to prepare its financial bid.

### 2. FINANCIAL BID PREPARATION

#### 2.1 BIDDER INSTRUCTIONS

The Bidder must submit its Financial Bid in accordance with Annex B- Pricing Structure. A Financial Bid submitted in any other format will not be accepted and will be declared non-responsive.

The Annex B – Pricing Structure consists of three (3) tables: Table 1 for the Initial Contract Period (ICP), Table 2 for the Option Periods (OP) and Table 3 for Total Bid Price. The Bidder must complete all three (3) tables. If there are any discrepancies of the price between the Table 3 to Table 1 and/or Table 2, price in Table 3 will be regarded as final price.

Prices must be quoted in Canadian dollars, applicable taxes excluded. The Bidder is requested to enter a numeric whole number (i.e. integer) for each rate. To ensure calculation accuracy, the integer number must appear with two decimal points (e.g. \$1,000 will appear as \$1,000.00).

#### 2.2 PRICING RULES

To ensure the integrity and validity of Bidder's financial bid, the unit price is based on per user account. If the bidder's price model is based on organization account, the unit price should be calculated based on organization account price divided by 100 (Concurrent user as defined in SOW 2.1.2.c) and specify it the in Financial bid that the price model is based on organization account.

## **SECTION 3 - BASIS OF SELECTION**

### **3.1 OVERVIEW**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive. The responsive bid with the lowest Total Bid Price will be recommended for award of a contract.

### **3.2 BID RANKING**

If multiple bids declared meeting all the mandatory criteria (F-M and NF-M) have the same lowest Total Bid Price, the bidder who meets the most “mandatory with development” criteria (F-MD and NF-MD) and desirable requirements (F-D and NF-D) at the time when submitting the bid will be selected to process the further evaluation as Section 1 Clause 4.2 described. These “mandatory with development” criteria (F-MD and NF-MD) and desirable requirements (F-D and NF-D) will be tested according to Appendix 1 to Annex C - Technical Evaluation Strategy. If any of them didn’t pass Stage 1 test, no further evaluation will be processed and Canada will move to the next lowest Total Bid Priced bid to process the evaluation as described in Section 1 Clause 4.

Solicitation No. - N° de l'offre  
U8300-209753/A  
N° de réf. du client - Client Ref. No.  
U8300-209753

N° de la modif - Amd. No.  
  
File No. - N° du dossier  
004xu.U8300-209753/A

Id de l'acheteur - Buyer ID  
004xu  
N° CCC / CCC No./ N° VME - FMS

## **APPENDIX 1 TO ANNEX C**

### **TECHNICAL EVALUATION STRATEGY**

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## PART 1 - Technical Evaluation Strategy Overview

### 1.1 General

- (a) The Canadian Intellectual Property Office (CIPO) requires the Bidder to give access to the proposed solution available within **5 working days upon request by the PWGSC Contracting Authority**, to be tested by CIPO in order to demonstrate that the solution meets or exceeds the requirements described in the Statement of Work (SOW). This testing strategy outlines the key functionalities of the proposed solution to be tested by Canada, based on CIPO requirements.

The test described below will be conducted by a CIPO representative(s). The main functionalities of the solution to be tested are as follows:

- (i) Goods and Services Classification: verify that the Nice Classification (NCL) solution being proposed groups statements of goods and services, in either French or English or both, into appropriate classes according to the NCL.
  - (ii) Goods and Services Classification: verify that the accuracy of the Nice classes determined by the solution meets or exceeds expected results.
- (b) The following allowances will be made for the "MD" requirements identified in the Appendix 1 to Annex A – Solution Features and Compliance Table:
- (i) Any features which were identified as "with development" in the SOW will be tested at the end of the development period. Any of these features that do not meet the stated requirements will cause the bid to be considered non-compliant, at the discretion of Canada. An example of this would include, User Access Control functionality or ongoing retrieval of CIPO data.
  - (ii) If the Bidder has indicated that they would provide a required feature with development, the Bidder would be permitted to provide the solution based on a manual approach for the purpose of verifying the ability and accuracy of the Classification solution (see point a) above). The manual approach is defined as the provision of at least all Functional Requirements identified as Mandatory (M), as described in Appendix 1 of the Statement of Work criteria.
  - (iii) For the purposes of the Verification Testing the format of the output report/results can be in the common format, as long as CIPO representatives are provided with sufficient information to determine the accuracy of the service results.

## PART 2 - Responsibilities of Technical Evaluation Participants

### 2.1 Canada's Responsibilities:

- (a) To verify solution results during the testing, with the assistance of the Bidder.
- (b) During the evaluation, the PWGSC Contracting Authority will be responsible for notifying the Bidder of any results, below the identified requirements.
- (c) Canada's evaluation team, composed of at least two (2) CIPO representatives, will perform and observe the testing. All results below the identified requirements will be reported to the Contracting Authority.
- (d) Canada must provide the following to the Bidder in order to facilitate testing:

- (i) CIPO *Goods and Services Manual* data.

## 2.2 Bidder Responsibilities:

- (a) The identified top-ranked Bidder must load the Nice Classification data and the CIPO *Goods and Services Manual* data into their system, prior to the performance of tests.
- (b) The Bidder must provide Canada access to their solution to allow Canada the ability to fully verify its capability to accurately group an initial sample. The sample will include goods/services data in accordance with the classes of the Nice Classification (NCL), in both French and English, which is textual information from an established test set of applications, for which CIPO has pre-determined the correct classification.
  - (i) The Goods/Services Classification Verification will determine the comprehensiveness of the Goods/Services Classification solution results. During the classification verification, Bidder's solution must correctly identify at least 98% of the pre-determined Nice Classes for basic and intermediate statements, and at least 95% of the pre-determined Nice Classes for complex statements (as defined in section 2.2.3 of the Statement of Work).
  - (ii) The Bidder's solution must also correctly identify at least 95% of goods/services statements which can be grouped in more than one Nice Class.
  - (iii) Where the Bidder's solution does not meet the required accuracy, the Bidder will be provided with the required information and will be allowed to adjust the solution, within two (2) business days of notification. Subsequently, a new test will be run by Canada, using a new data set to verify the results and the learning capabilities of the Bidder's solution, this shall be considered a "Learning Cycle". Up to a maximum of 3 Learning Cycles will be allowed, by which time the solution must achieve the required accuracy as described above.

## 2.3 Technical Evaluation Procedures and Set-up Instructions

- (a) CIPO will perform tests on all the mandatory requirements to ensure they perform as specified.
- (b) The solution must be able to pass all the classification verification tests described in Section 2.2 above.
- (c) The Bidder will be provided 5 days in which to perform any initial data installations with the CIPO data (CIPO *Goods and Services Manual*) and the NCL data, and to provide Canada with access to the solution.
- (d) Canada shall deliver all the results of the verification testing within 3 weeks following the initiation of the testing. The initiation will begin once the Bidder has verified they have loaded the required data (see item c) above) and provided Canada with the appropriate access to the solution.
- (e) The solution supplied for testing must be identical to the Bidders' solution listed on its bid response. Allowance will be made for features that were identified as "with development", which will be tested at the end of the development period. Any of these features that do not meet the stated requirements, will cause them to be deemed non-compliant, and will result in the elimination of the Bidder without further consideration.
- (f) Any proposed solution that is found to be non-compliant, in that it fails to meet the Requirements outlined in the SOW during the testing, will result in the elimination of the Bidder without further consideration.

- (g) In the event that the solution does not meet the level of accuracy identified in section 2.2, the Bidder will be allowed to modify/enhance the solution within 2 business days of notification. The resulting fault will be deemed a Learning Cycle. **A maximum of 3 Learning Cycles will be allowed.** Failure by the Bidder to modify/enhance the solution within 2 business days of notification must result in the solution being declared non-compliant. This applies to all functionality being tested.
- (h) If the solution does not meet the level of accuracy identified in section 2.2 after the 3 Learning Cycles (see section 2.2(b)(iii) above), the solution will be declared non-compliant. This applies to all functionality being tested.
- (i) Notification of Fault: Notification of Fault will be made to the Bidders designated representative by the PSPC Contracting Authority and logged in the Testing Plan Tracking Report. The 2 business days will start after this notification.



## **ANNEX D - TECHNICAL SUBSTANTIATION FORM**

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## Technical Substantiation Form

### Mandatory Criteria

ID #	Requirement	Bidder's Response Met Or Not Met (Y or N)	Bidder's Description	Supporting Documentation
F-M-1	Provide Nice Classes			
F-M-2	Unknown / Unclassifiable Terms			
F-M-3	Copy Validated Classes			
F-M-4	NICE Edition and Version Upgrades			
F-M-5	NICE Edition and Version			
F-M-6	Bilingual Terms			
F-M-7	Information Transfer			
NF-M-1	Access Control			
NF-M-2	Availability			
NF-M-3	Available APIs			
NF-M-4	Performance			
NF-M-5	Accuracy			
NF-M-6	Concurrent Users			
NF-M-7	Technical Support			
NF-M-8	Access to CIPO Facilities			
NF-M-9	Web Access			
NF-M-10	Existing Client Base			

### Mandatory with Development Criteria

ID #	Requirement	Bidder's Response Already meets the criteria in existing software or not (Y or N)	Bidder's Description	Supporting Documentation
F-MD-1	Verify Nice Classes			
F-MD-2	Unknown / Unclassifiable Terms Statistics			
F-MD-3	Transfer CIPO Goods/Services Manual			
F-MD-4	Utilize CIPO Goods/Services Manual			
NF-MD-1	Interface Language			
NF-MD-2	Data Language			

### Desirable Requirement

ID #	Requirement	Bidder's Response Already meets the criteria in existing software or not (Y or N)	Bidder's Description	Supporting Documentation
F-D-1	Compare to Previous Classified Trademarks			
F-D-2	Report on non-classified terms			
NF-D-1	User Account Control			

## **ANNEX E - RFP SUBMISSION FORM AND CERTIFICATION**

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## PART 1. SUBMISSION FORM-BIDDER INFORMATION AND ELECTRONIC PAYMENT

### 1.1 Sub-form 1 - Bidder's Information and Authorization

BIDDER'S INFORMATION	
Bidder's Full Legal Name	
(a)	
Bidder's Procurement Business Number	
(b)	
Authorized Representative of Bidder for Evaluation Purposes (e.g. clarifications)	
(c)	Name:
	Title:
	Address:
	Telephone #:
	Email:
If submitting a bid in response to the RFP as a joint venture, the Bidder must complete section (d) below. <i>[Bidder to add more rows if more than one joint venture member]</i>	
(d)	Joint venture member full legal name:
	Joint venture member address:
Applicable Laws	
In accordance with RFP Part 2 - Bidder Instructions, section 2.4 Applicable Laws, 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 below 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 Bidder.	
(e)	Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada.

BIDDER'S INFORMATION	
<p align="center"><b>RFP Submission Requirements</b></p> <p>It is the Bidder's sole responsibility to ensure its response addresses all requirements outlined in the RFP.</p>	
<p align="center"><b>Bidder Authorization</b></p> <p>On behalf of the Bidder, by signing below, I confirm that I have read the entire bid solicitation including the documents incorporated by reference into the bid solicitation and I certify that:</p> <ol style="list-style-type: none"> <li>1. The Bidder considers itself and its products able to meet all the mandatory requirements described in the bid solicitation;</li> <li>2. This bid is valid for the period requested in the bid solicitation;</li> <li>3. All the information provided in the bid is complete, true and accurate; and</li> <li>4. If the Bidder is awarded a contract, it will accept all the terms and conditions set out in the resulting contract clauses included in the bid solicitation.</li> </ol>	
<b>(f)</b>	Name:
	Address:
	Email:
	Signature of Authorized Representative of Bidder:
	Phone:
	Date:
<p>If submitting a bid in response to the RFP as a joint venture, the Bidder must complete section (g) below. <i>[Bidder to add more rows if more than one joint venture member]</i></p>	
<b>(g)</b>	Name:
	Address:
	Email:
	Signature of authorized representative of Bidder:
	Phone:
	Date:

## 1.2 Sub-form 2 - Electronic Payment Instruments

*As indicated in Part 3, clause 3.3.3 the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

The Bidder accepts to be paid by any of the following Electronic Payment Instrument:

- ☐ Direct Deposit (Domestic and International)
- ☐ VISA Acquisition Card
- ☐ MasterCard Acquisition Card

## PART 2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

In accordance with RFP Part 5 - Certifications, I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the bid submission date. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-compliant, or will declare a Contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-compliant or constitute a default under the Contract.

### 2.1 Sub-form 3 - Former Public Servant

<p>Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, Bidders must provide in writing before contract award for each question below, the answer and, as applicable, the information required.</p> <p>If the Contracting Authority has not received the answer to the question and, as applicable, the information required by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the answer and, as applicable, the information required. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-compliant.</p> <p><b>Definitions</b></p> <p>For the purposes of this clause, "former public servant" is any former member of a department as defined in the <a href="#">Financial Administration Act</a>, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:</p> <ul style="list-style-type: none"> <li>(a) an individual;</li> <li>(b) an individual who has incorporated;</li> <li>(c) a partnership made of former public servants; or</li> <li>(d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.</li> </ul> <p>"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.</p> <p>"pension" means a pension or annual allowance paid under the <a href="#">Public Service Superannuation Act (PSSA)</a>, R.S., 1985, c. P-36, and any increases paid pursuant to the <a href="#">Supplementary Retirement Benefits Act</a>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <a href="#">Canadian Forces Superannuation Act</a>, R.S., 1985, c. C-17, the <a href="#">Defence Services Pension Continuation Act</a>, 1970, c. D-3, the <a href="#">Royal Canadian Mounted Police Pension Continuation Act</a>, 1970, c. R-10, and the <a href="#">Royal Canadian Mounted Police Superannuation Act</a>, R.S., 1985, c. R-11, <a href="#">the Members of</a></p>	<p>Is the Bidder a FPS in receipt of a pension as defined in the bid solicitation?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, provide the following information:</p> <p>Name(s) of former public servant:</p>
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<p><u><a href="#">Parliament Retiring Allowances Act</a></u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u><a href="#">Canada Pension Plan Act</a></u>, R.S., 1985, c. C-8.</p> <p>By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u><a href="#">Contracting Policy Notice: 2012-2</a></u> and the <u><a href="#">Guidelines on the Proactive Disclosure of Contracts</a></u>.</p>		
<p><b>Work Force Adjustment Directive</b> See Sub-form 3 for a definition of "Former Public Servant (FPS)".</p> <p>For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.</p>	<p>Is the Bidder a FPS who received a lump sum payment under the terms of the Work Force Adjustment Directive?</p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
	<p>If yes, provide the following information:</p>	
	a. name of former public servant;	
	b. conditions of the lump sum payment incentive;	
	c. date of termination of employment;	
	d. amount of lump sum payment;	
	e. rate of pay on which lump sum payment is based;	
	f. period of lump sum payment including start date, end date and number of weeks; and	
g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.		



## 2.2 Sub-form 4 - Federal Contractors Program for Employment Equity

For further information on the Federal Contractors Program for Employment Equity visit <https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

**A. Check only one of the following:**

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- ☐ A5.1 The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2 The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

**B. Check only one of the following:**

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).

## 2.3 Sub-form 5 – Software Publisher Certification Form

### SOFTWARE PUBLISHER CERTIFICATION FORM

<b>Software Publisher Certification Form</b> (to be used where the Bidder itself is the Software Publisher)	
<p>The Bidder certifies that it is the software publisher of all the following software products and that it has all the rights necessary to license them (and any non-proprietary sub-components incorporated into the software) on a royalty-free basis to Canada pursuant to the terms set out in the resulting contract:</p>	
<i>[Bidders should add or remove lines as needed]</i>	

## 2.4 Sub-form 6- Software Publisher Authorization Form

### SOFTWARE PUBLISHER AUTHORIZATION FORM

<b>Software Publisher Authorization Form</b> (to be used where the Bidder is not the Software Publisher)	
<p>This confirms that the software publisher identified below has authorized the Bidder named below to license its proprietary software products under the contract resulting from the bid solicitation identified below. The software publisher acknowledges that no shrink-wrap or click-wrap or other terms and conditions will apply, and that the contract resulting from the bid solicitation (as amended from time to time by its parties) will represent the entire agreement, including with respect to the license of the software products of the software publisher listed below. The software publisher further acknowledges that, if the method of delivery (such as download) requires a user to "click through" or otherwise acknowledge the application of terms and conditions not included in the bid solicitation, those terms and conditions do not apply to Canada's use of the software products of the software publisher listed below, despite the user clicking "I accept" or signalling in any other way agreement with the additional terms and conditions.</p>	
<p>This authorization applies to the following software products:</p> <p>_____</p> <p>_____</p> <p><i>[Bidders should add or remove lines as needed]</i></p>	
Name of Software Publisher (SP)	_____
Signature of authorized signatory of SP	_____
Print Name of authorized signatory of SP	_____
Print Title of authorized signatory of SP	_____
Address for authorized signatory of SP	_____
Telephone no. for authorized signatory of SP	_____
Fax no. for authorized signatory of SP	_____
Date signed	_____

Solicitation Number	
Name of Bidder	

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### PART 3. CERTIFICATION

By signing this certification, the Bidder hereby certifies its full understanding of and compliance with the above-described requirements.

The Bidder also certifies that the signature below is that of a person authorized to sign on behalf of the Bidder.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and title of person authorized to sign on behalf of the Bidder

\_\_\_\_\_  
Name of the Bidder