

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving - PWGSC / Réception des soumissions - TPSGC

11 Laurier St. / 11, rue Laurier

Place du Portage , Phase III

Core 0A1 / Noyau 0A1

Gatineau, Québec K1A 0S5

Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

There is no security requirement associated with the requirement.

Ce besoin ne comporte aucune exigence relative à la sécurité.

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Training and Specialized Services Division/Division de la formation et des services spécialisés

11 Laurier St. / 11, rue Laurier

10C1, Place du Portage

Gatineau, Québec K1A 0S5

Title - Sujet IP PROTECTION SERVICES		
Solicitation No. - N° de l'invitation 23240-120757/A		Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 23240-120757		Date 2012-08-28
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-113-24725		
File No. - N° de dossier 113zh.23240-120757	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-09-10		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes		
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Reynolds(zh), Diane		Buyer Id - Id de l'acheteur 113zh
Telephone No. - N° de téléphone (819) 956-1141 ()		FAX No. - N° de FAX (819) 956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein Voir aux présentes		

Instructions: See Herein

Instructions: Voir aux présentes

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

Amendment no. 001 is raised to amend Attachment 1 to Part 3, Pricing Schedule and to amend Annex B, Basis of Payment, as follows:

- 1.0 Delete Attachment 1 to Part 3, Pricing Schedule in its entirety and replace with:

**ATTACHMENT 1 to PART 3
PRICING SCHEDULE**

- (a) The Bidder must complete this pricing schedule and include it in its financial bid.
- (b) The rates specified below, when quoted by the Bidder, includes the total estimated cost of all travel and living expenses that may need to be incurred for:
- (i) work described in Part 6, Resulting Contract Clauses, of the bid solicitation required to be performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
 - (ii) any travel between the successful bidder's place of business or the proposed resource work location and the NCR;
 - (iii) work performed within 100 km of the successful bidder's place of business or the proposed resource work location and the work location identified in the Task; and
 - (iv) the relocation of resources to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

See attached Excel spreadsheet.

- 2.0 Delete Annex B, Basis of Payment in its entirety and replace with Annex B, Basis of Payment, attached.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

ANNEX B BASIS OF PAYMENT

1. The Contractor will be paid in accordance with the following Basis of Payment for Work performed under to this Contract and to each authorized Task Authorization (Task), all rates are all inclusive. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

- 1.1 The Contractor will be paid all inclusive fixed hourly rate for the following resource categories as follows:

Period	Resource Category		
	Junior Patent Agent	Senior Patent Agent	Trademark Agent
Contract Period Date of Contract to March 31, 2013	\$	\$	\$
Option Period 1 April 1, 2013 to March 31, 2014	\$	\$	\$
Option Period 2 April 1, 2014 to March 31, 2015	\$	\$	\$
Option Period 3 April 1, 2015 to March 31, 2016	\$	\$	\$
Option Period 4 April 1, 2016 to March 31, 2017	\$	\$	\$

- 1.2 The Contractor's fees for the payment of renewal/maintenance fee(s) must be based on an all inclusive flat rate per payment and must cover the Contractor's direct, internal costs only (government fees are considered as flow-through payments, see section 3 below), for the renewal/maintenance fee (excludes government fees and US/foreign associate fees), the Contractor will be paid all inclusive flat rate per payment as follows:

Period	Renewal/Maintenance Fee - Jurisdiction		
	Canadian application/ patent or trademark	United States application/ patent or trademark	Foreign Country application/ patent or trademark
Contract Period Date of Contract to March 31, 2013	\$	\$	\$
Option Period 1 April 1, 2013 to March 31, 2014	\$	\$	\$
Option Period 2 April 1, 2014 to March 31, 2015	\$	\$	\$
Option Period 3 April 1, 2015 to March 31, 2016	\$	\$	\$
Option Period 4 April 1, 2016 to March 31, 2017	\$	\$	\$

- 1.3 The rates for Option Period 5 to Option Period 24 in tables 1.1 and 1.2 in section 1, will be adjusted on April 1 of each option year by the amount established based on the average percentage change in the monthly index of the Consumer Price Index (CPI) for Canada, All-Items (Not Seasonally Adjusted), published in Statistics Canada Catalogue no. 62-001-X, Table 5, for the 12-month period ending 3 months prior to the option start date.

Example: In Option Period 5 of a contract commencing April 1, 2017, the Option Period 4 rates stated above would be increased by 2.47% based on the following information:

% Change in
Monthly CPI

January	2016	2.1
February	2016	3.4
March	2016	2.6
April	2016	2.0
May	2016	2.2
June	2016	2.8
July	2016	2.2
August	2016	2.2
September	2016	2.4
October	2016	2.8
November	2016	2.5
December	2016	2.4
Avg. % Change		$29.6 / 12 = 2.47\%$

The Option Period 6 rates would be adjusted using the same calculation but with a January 2017 – December 2017 12-month period and Option Period 5 rates as the base. The pattern would follow for Option Period 7 to Option Period 24 rates.

2. Travel and Living Expenses

- (a) Canada will not accept any travel and living expenses for:
- (i) Work performed within the National Capital Region (NCR). The NCR is defined in the *National Capital Act*, R.S.C. 1985, c. N-4, S.2. *The National Capital Act* is available on the Justice Web site: <http://laws.justice.gc.ca/en/N-4/> ;
 - (ii) Any travel between the Contractor's place of business or the proposed resource work location and the NCR required to satisfy the terms of the Contract; and
 - (iii) Work performed within 100 km of the Contractor's place of business or the proposed resource work location and the work location identified in the Task.

These expenses are included in the all inclusive fixed hourly rates in section 1 above.

- (b) For Work to be performed outside the NCR and outside the 100 km radius:
- (i) The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/index_e.asp, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees"; and

- (ii) The Contractor will be paid its authorized travel time, reasonably and properly incurred in the performance of the Work, at a rate of 50% of the all inclusive fixed hourly rate, for travel occurring within a 24 hour period, up to a maximum of 7.5 hours, without any allowance for overhead or profit. Actual time for travel will be paid in accordance with the following formula:

$$\text{travel time hours} \times \text{all inclusive fixed hourly rate} \times 0.50$$

- (c) Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation of personnel required to satisfy the terms of this Contract.
- (d) All travel must have the prior authorization of the Project Authority.
- (e) The authorized travel and living expenses will be paid upon submission of an itemized statement supported by receipt vouchers. All payments are subject to government audit.

3. External Direct Expenses

During the life of the patent, the Contractor will be reimbursed for the external direct expenses reasonably and properly incurred in the performance of the Work, these expenses must have the prior authorization of the Project Authority. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement and must be supported by receipt vouchers.

Allowable Categories

Government Fees - formal IP protection requires the payment of various government fees, these are flow-through payments which the Contractor pays pay on behalf of NRCan. See CIPO web site for an example of government fees (<http://www.cipo.ic.gc.ca/eic/site/cipointernet-internetopic.nsf/eng/wr00142.html>).

United States/Foreign Associate Fees - patent or trademark agents can only work in the country in which they are registered. It is common practice when filing in another country to use the services of a patent or trademark firm registered to practice in that country.

External Charges (e.g. translation services, search services) - services such as translation and searches can be very specialized depending on the IP file. Patent firms often have internal capabilities to handle most of this work, if not, Contractors may use external resources.