

Appendix "C"
Terms of Payment
Snow Removal
21465-13-16-1914651

C1 Payment

1.1 September 1, 2013 to August 31, 2014

Payment of a sum not to exceed \$_____annually will be made payable upon successful completion of the deliverables outlined in the Scope of Work and subject to receipt of monthly invoices; certified by the Departmental Representative/Project Authority(Chief of Facilities Management(GVI) or designated alternate with the appropriate signing authority.

Option Years

The provision of the rates at this time is no indication that Correctional Service Canada plans to exercise the option period(s). Option periods will be considered at a later date and shall be exercised through a formal contract amendment.

1.2 September 1, 2014 to August 31, 2015 (Option Period 1)

Payment of a sum not to exceed \$_____annually will be made payable upon successful completion of the deliverables outlined in the Scope of Work and subject to receipt of monthly invoices; certified by the Departmental Representative/Project Authority(Chief of Facilities Management(GVI) or designated alternate with the appropriate signing authority.

1.3 September 1, 2015 to August 31, 2016 (Option Period 2)

Payment of a sum not to exceed \$_____annually will be made payable upon successful completion of the deliverables outlined in the Scope of Work and subject to receipt of monthly invoices; certified by the Departmental Representative/Project Authority(Chief of Facilities Management(GVI) or designated alternate with the appropriate signing authority.

Appendix "C"
Terms of Payment
Snow Removal
21465-13-16-1914651

1.6 Notification

1.6.1 The contractor shall be required to notify the Departmental Representative/Project Authority once the total billing-to-date has reached 75% of the fees portion of this agreement.

1.6.2 Said notification can be either verbal or written; however, verbal notifications must be confirmed in writing.

1.7 Each invoice is to specify:

- date and hours of service by site,
- breakdown of costs as per the payment terms
- brief list of services performed by location,
- HST costs (if applicable) are to be identified separately,
- contract number,
- total costs of invoice.

1.8 Invoices will be mailed to:

TITLE: Chief of Facilities Management
ADDRESS: Correctional Service Canada
Grand Valley Institution
1575 Homer Watson Blvd
Kitchener, Ontario
N2P 2C5
TELEPHONE: (519) 595-8950

1.9 Goods and Services Tax or Harmonized Sales Tax

All amounts indicated in the contract are exclusive of the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) as applicable unless otherwise indicated. The GST or HST, to the extent applicable, will be shown as a separate item and incorporated into all invoices or progress claims and will be paid by Canada. The Contractor agrees to remit to the Canada Revenue Agency any GST or HST paid and due.

Appendix "C"
Terms of Payment
Snow Removal
21465-13-16-1914651

C2 Method of Payment

2.1 Payment by Her Majesty for the work shall be made within:

2.1.1 thirty (30) days following the date on which all of the work has been delivered at the locations specified in the contract and all other work required to be performed by the Contractor under the terms of the contract has been completed;

or

2.1.2 thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract;

whichever is later.

2.2 If Her Majesty has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, She shall notify the Contractor of the nature of the objection. "Form of the Invoice" means an invoice contains or is accompanied by such substantiating documentation as Her Majesty requires. Failure by Her Majesty to act within fifteen (15) days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

C3 Interest on Overdue Accounts

3.1 For the purposes of this section:

3.1.1 "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the calendar month which immediately precedes the calendar month in which payment is made, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

Appendix "C"
Terms of Payment
Snow Removal
21465-13-16-1914651

- 3.1.2 “date of payment” means the date of the negotiable instrument drawn by the Receiver General for Canada and given for payment of an amount due and payable;
- 3.1.3 an amount is “due and payable” when it is due and payable by Canada to the Contractor in accordance with the terms of the Contract; and
- 3.1.4 an amount becomes “overdue” when it is unpaid on the first day following the day upon which it is due and payable.
- 3.2 Subject to the Contract, Canada shall be liable to pay to the Contractor simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest shall be paid without notice from the Contractor.
- 3.3 Canada shall not be liable to pay interest in accordance with this section if Canada is not responsible for the delay in paying the Contractor.
- 3.4 Canada shall not be liable to pay interest on overdue advance payments.