



Amendment #4

ARTICLE 6 IN PART 5, EVALUATION CRITERIA, IS DELETED IN ITS ENTIRETY AND IS REPLACED WITH THE FOLLOWING:

6. Financial Proposal

The Bidder must complete this pricing schedule and include it in its financial bid

The rates specified below, when quoted by the Bidder, includes any of the following expenses that may need to be incurred to satisfy the terms of any contract that may result from its bid:

- a) all travel and living expenses for 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 Website: <http://laws.justice.gc.ca/eng/acts/N-4/> ;
- b) any travel expenses for travel between the Contractor's place of business and the NCR; and
- c) any travel and living expenses for 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.

The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

NAME OF PROPOSED CANDIDATE	DESCRIPTION/ ROLE	FIRM PER DIEM RATE (in CDN \$)	ESTIMATED LEVEL OF EFFORT	TOTAL COST
			120 days	
Estimated Cost:				
Total Estimated Cost, excluding tax:				

*** Bidders must not propose more than 120 days combined level of effort for all proposed resources.**

The total amount of Goods and Services Tax or Harmonized Sales Tax is to be shown separately, if applicable.

NOTE: Prices must only appear in the Financial Bid and in no other part of the bid.

Please note that the basis of payment is defined in Part 7 – resulting contract clauses

6.1 TRAVEL AND LIVING EXPENSES

- 6.1.1 Canada will not accept any travel and living expenses incurred by the Contractor as a consequence of any relocation required to satisfy the terms of the Contract.
- 6.1.2 All travel within the National Capital Region will be at the Contractor's expense.
- 6.1.3 The Contractor will be reimbursed for the authorized travel and living expenses reasonably and properly incurred in the performance of the Work at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental expense allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/menu-travel-voyage_e.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".



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Customs duty is included and Goods and Services Tax or Harmonized Sales Tax is included, if applicable.

All travel must have the prior authorization of the Project Authority.

6.2 Good And Services Tax (GST) / Harmonized Sales Tax (HST)

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated. The GST or HST, whichever is applicable, is extra to the price and will be paid by Canada.

GST or HST, to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Revenue Agency any amounts of GST and HST paid or due.

ARTICLE 6 IN PART 7, RESULTING CONTRACT CLAUSES, IS DELETED IN ITS ENTIRETY AND IS REPLACED WITH THE FOLLOWING:

6. Payment

6.1 Limitation of Expenditure

For the Work described in the Statement of Work in Annex A

1. Canada's total liability to the Contractor under the Contract, must not exceed \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - (a) when it is 75 percent committed, or
 - (b) four (4) months before the Contract expiry date, or
 - (c) As soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.