



Procurement Hub – Ottawa Office,
Station 9W081, 9th Floor,
200 Kent Street,
Ottawa, Ontario K1A 0E6

April 08, 2015

ADDENDUM NO. 4

Subject: Request for Supply Arrangement No. FP802-150006
Provision of Emergency Medical Advice and Support to the Department of Fisheries and Oceans, Canadian Coast Guard, Fleet Operations

Dear Sir/Madam:

Further to the above-mentioned Request for Proposal, this Addendum (#4) is also issued to advise potential bidders of the revisions to Appendix “B” - the Basis of Payment and the revisions are as follows:

Delete in its entirety: Appendix “B”- Basis of Payment

Insert the following: Appendix “B”- Basis of Payment dated April 08, 2015 and attached hereto.

All other terms and conditions remain unchanged.

Tenderers are to acknowledge this Addendum by signing in the space provided below and enclosing a copy of this document with their tender submission.

Yours truly,

(Original signed by)

Beverly Shawana
Senior Contracting Officer,
Financial & Materials Management Operations

RECEIPT ACKNOWLEDGED

Name of Company

Signature _____

Canada



Revised April 08, 2015

APPENDIX “B” - BASIS OF PAYMENT

1. PROFESSIONAL SERVICES

The Contractor will be paid in accordance with the Basis of Payment detailed in this Appendix for Work performed pursuant to the Contract.

2. IRREVOCABLE OFFER

The Contractor submits the Total Estimated Tendered Price listed on the full understanding that this Total Estimated Tendered Prices represents an irrevocable offer by the Contractor. Furthermore, the Contractor hereby certifies that the tendered prices are based on the Contractor's most preferred rates.

3. DEFINITION OF A DAY/PRORATION

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{applicable firm per diem rate}}{7.5 \text{ hours}}$$

4. GST/HST

- i. 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 herein and will be paid by Canada.
- ii. The estimated 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 (CRA) any amounts of GST and HST paid or due.

5. The Crown 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. TENDERED PRICES

6.1 PROFESSIONAL SERVICES AND ASSOCIATED COSTS

Provision of Emergency Medical Advice and Support to the Department of Fisheries and Oceans, Canadian Coast Guard, Fleet Operations

For the provision of all professional services, including all associated costs necessary to carry out the required work excluding travel and accommodation expenses:



6.2

Periods	All-inclusive Fixed Daily Rate	Estimated # of Days	Total (A x B)
	(A)	(B)	
6.2.1 INITIAL CONTRACT PERIOD – Contract award to March 31, 2016	\$	180	\$
6.2.2 PERIOD 1 - (OPTIONAL) April 1, 2016 to March 31, 2017	\$	180	\$
6.2.3 PERIOD 2 - (OPTIONAL) April 1, 2017 to March 31, 2018	\$	180	\$
6.2.4 PERIOD 3 - (OPTIONAL) April 1, 2018 to March 31, 2019	\$	180	\$

**6.3 FOR AN AMOUNT NOT TO EXCEED \$ _____ + GST/HST
(Total 6.2.1 to 6.2.4)**

This level of effort is only an estimation made in good faith and is not to be considered in any way as a commitment from the Government of Canada. The actual quantities will be determined during the period of the contract by the Project Authority (National CCG Health Officers Coordinator).

For Cost Evaluation Purposes the total of the initial period and all option years will be considered.

The price quoted above includes all expenses that may be incurred in providing the services, such as profit, overhead, administrative costs, equipment and materials. The price **does not include authorized travel and accommodation expenses.**

6.4 Option Period(s) is/are optional with exercising of the option(s) at the sole discretion of the Minister. In the event the Minister chooses not to exercise the option, the Contract Agreement shall be considered complete and ended upon satisfactory delivery of all work under any previously completed Period of the contract Agreement.



7. SCHEDULE OF PAYMENTS

7.1 Payment for services rendered will be made by Her Majesty to the Contractor on monthly intervals upon receipt of an itemized invoice setting out, in detail, the work performed, the progress towards the completion of the tasks/deliverables identified in the contract and the number of person days expended, and the certificate of the Departmental Representative that the invoice is true and exact and that the Contractor has during the period covered by the invoice proceeded with the performance of the work.

7.2 Payments by Her Majesty to the Contractor shall be made:

7.2.1 within thirty (30) days following the date of receipt of a duly completed invoice as described in section 7.1;

7.2.2 within thirty (30) days following the date of receipt of a duly completed final invoice, or within thirty (30) days following the date on which all work is accepted, whichever date is later.

8. FORM OF INVOICE

“Form of Invoice” means an invoice which contains, or is accompanied by, the information or such substantiating documents as Her Majesty requires.

8.1 Payments will be made provided that:

8.1.1 The Contractor submits to the Departmental Representative an original and one (1) copy of the invoice;

8.1.2 Each invoice shows:

- (a) The Contract Reference Number and Financial Code as shown on Page 1 of the contract;
- (b) The amount of GST or HST payable as a separate amount;
- (c) The Contractor’s GST/HST Registration Number, or if not registered, a certification that he/she is not registered;
- (d) All the information listed in section B4.2; and
- (e) Hold back at 10%, if applicable.

8.1.3 Each invoice is accompanied by supporting documents (original invoices, prepaid bills, time sheets etc.), as applicable; and

8.1.4 Each invoice and supporting documentation, if applicable, are properly and accurately completed.

8.2 Pursuant to paragraph 221 (1)(d) of the *Income Tax Act*, payments made by departments and agencies under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a T1204 supplementary slip. To comply with this requirement, the Contractor is required to provide the following information on each invoice:



- (a) **The legal name of the Contractor**, *i.e.* the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code;
- (b) The status of the Contractor, *i.e.* individual, unincorporated business, or corporation;
- (c) For individuals and unincorporated businesses, the Contractor's SIN and, if applicable, the BN;
- (d) For corporations, the BN. If there is no BN or GST/HST number, as per section B4.1.2(c), the T2 Corporation Tax number must be shown; and
- (e) The following certification signed by the Contractor or an authorized officer:

“I certify that I have examined the information contained in this invoice, including the legal name, address and Canada Revenue Agency identifier, and that it is correct and complete, and fully discloses the identification of this Contractor.”

- 8.3 Invoices submitted by the Contractor that do not comply with the requirements of sections B4.1 and B4.2 shall be returned to the Contractor for correction and re-submission.
- 8.4 Within fifteen (15) days of receipt of an invoice, the Departmental Representative shall notify the Contractor of any objection to the form of the invoice and the nature of the objection. Failure to act within fifteen (15) days will only result in the date specified in section B3.2 being used for the sole purpose of calculating interest on overdue accounts.

9. INTEREST ON OVERDUE ACCOUNTS

- 9.1 For the purposes of this clause:

- (a) **“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;
- (b) **“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;
- (c) an amount is **“due and payable”** when it is due and payable by Her Majesty to the Contractor in accordance with the terms of the contract; and
- (d) an amount becomes **“overdue”** when it is unpaid on the first day following the day upon which it is due and payable.

- 9.2 Her Majesty shall be liable to pay to the Contractor simple interest at the average rate plus three (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 except in respect of payment which is less than 15 days overdue. No interest will be payable or paid in respect of payment made within such 15 days unless the Contractor so requests after payment has become due.

- 9.3 Her Majesty shall not be liable to pay interest in accordance with this clause if Her Majesty is not responsible for the delay in paying the Contractor.



9.4 Her Majesty shall not be liable to pay interest on overdue advance payments.

10. SUPPLEMENTARY CONTRACTOR INFORMATION

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

10.1 The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

10.2 The status of the contractor (individual, unincorporated business, corporation or partnership:

10.3 For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:

10.4 For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Signature

Print Name of Signatory