



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

**Public Works and Government Services / Travaux  
publics et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3  
Bid Fax: (613) 545-8067**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Title - Sujet</b> Referee Services	
<b>Solicitation No. - N° de l'invitation</b> W0125-16CR10/A	<b>Date</b> 2016-02-15
<b>Client Reference No. - N° de référence du client</b> W0125-16-CR10	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-560-6846	
<b>File No. - N° de dossier</b> KIN-5-44160 (560)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-02</b>	<b>Time Zone 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> Bellmore, Heather	<b>Buyer Id - Id de l'acheteur</b> kin560
<b>Telephone No. - N° de téléphone</b> (613) 545-8208 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE PSP//RCAF Flyers Arena 240 RCAF RD ASTRA Ontario K0K3W0 Canada	

**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 (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

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

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity – Certification, the Insurance Requirements, the DND 626 Task Authorization Form and any other annexes.

### **1.2 Summary**

8 Wing, Canadian Forces Base (CFB) Trenton, offers a range of hockey programs, both at a recreational and competitive level, to promote the health and physical fitness of members of the 8 Wing military community. In support of this program, 8 Wing requires the services of qualified Hockey Officials.

The period of the contract will be: February – May 30, 2016 to cover the remainder of this hockey season, and from 01 October 2016 to 30 September 2017 with the option of 2 additional one year periods.

All games will be held at Royal Canadian Air Force (RCAF) Arena in Trenton, Ontario.

1.2.1 Trade Agreements: This requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

1.2.2 The requirement is limited to Canadian goods and/or services.

### **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 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## **PART 2 - BIDDER INSTRUCTIONS**

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## 2.1 Standard Instructions, Clauses and Conditions

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 Public Works and Government Services Canada.

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.

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 3 of Section 01, Integrity Provisions - Bid of Standard Instructions 2003 incorporated by reference above is deleted in its entirety and replaced with the following:

### 3. List of Names

- a. Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner(s), at the time of submitting an arrangement under the Request for Supply Arrangement (RFSA).
- b. These Bidders must immediately inform Canada in writing of any changes affecting the list of directors during this procurement process.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

## 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

## 2.3 Former Public Servant

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 FPSs, 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.

## 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:

- a. an individual;

- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. 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.

#### 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 FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. 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](#).

#### 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:

- 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;
- g. 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 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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.

## **2.5 Applicable Laws**

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

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 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 Bidders.

# **PART 3 - BID PREPARATION INSTRUCTIONS**

## **3.1 Bid Preparation Instructions**

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copies)

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

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) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. 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.

### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B. The total amount of Applicable Taxes must be shown separately.

#### **3.1.2 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

The Bidder must comply with the mandatory technical criteria specified below. The Bidder must provide in their proposal the necessary documentation to support and demonstrate compliance with each of the mandatory technical criteria.

Bidders which fail to meet each of the mandatory technical criteria will be declared non-responsive and will receive no further evaluation. Each mandatory technical criteria must be addressed separately.

**MTC#1:** Bidders must demonstrate successful completion of both the clinical and practical Hockey Canada Assessment by way of providing a valid assessment for **each proposed Hockey Canada Official** who may be called upon to fulfill the requirements of each scheduled league game throughout the entire contract period.

**MTC#2:** Bidders must demonstrate successful completion of the Hockey Canada Officiating program by way of providing a valid certification for **each proposed Hockey Canada Official** who may be called upon to fulfill the requirements of each scheduled league game throughout the entire contract period. Certifications at Level I through VI are acceptable.

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

Bidder must:

1. Provide a firm unit price for **all** items listed including options in Annex B – Basis of Payment.
2. Pricing must be in accordance with Annex B – Basis of payment.

The bidder's firm unit price will be multiplied by the quantity to arrive at the extended firm unit price. The total evaluated price is the sum of all extended firm unit prices in Annex B.

**4.1.2.2 SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price**

#### 4.2 Basis of Selection

##### 4.2.1 Mandatory Technical Criteria

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

### PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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. Canada will declare a bid non-responsive, 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 the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

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

##### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#)

(<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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-responsive.

### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

### 5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 Canadian Content Certification

This procurement is limited to Canadian services.

The Bidder certifies for that:

( ) the services offered are Canadian services as defined in paragraph 2 of clause A3050T.

**5.2.3.1.1** *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition.

#### 5.2.3.2 Status and Availability of Resources

*SACC Manual* clause A3005T (2010-08-16) Status and Availability of Resources

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

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## **6.1 Statement of Work**

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

### **6.1.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

### **6.1.2 Task Authorization**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **6.1.2.1 Task Authorization Process**

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

#### **Task Authorization Process:**

1. The Personnel Support Programs (PSP) Fitness & Sports Coordinator will provide the Contractor with a description of the task using the DND 626, Task Authorization Form specified in Annex C.
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the Personnel Support Programs (PSP) Fitness & Sports Coordinator, within 5 business days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the Personnel Support Programs (PSP) Fitness & Sports Coordinator has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

#### **6.1.2.2 Task Authorization Limit**

The Personnel Support Programs (PSP) Fitness & Sports Coordinator may authorize individual task authorizations up to a limit of \$10,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority (PWGSC) before issuance.

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#### **6.1.2.3 Minimum Work Guarantee - All the Work - Task Authorizations**

1. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$1,000.00.

2. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.
3. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
4. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

#### **6.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations**

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority.

The quarterly periods are defined as follows:

1st quarter: April 1 to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31; and

4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

#### **Reporting Requirement- Details**

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

#### **For each authorized task:**

- i. the authorized task number or task revision number(s);

- 
- ii. a title or a brief description of each authorized task;
  - iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
  - iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
  - v. the start and completion date for each authorized task; and
  - vi. the active status of each authorized task, as applicable.

**For all authorized tasks:**

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

**6.1.2.5 Task Authorization - Department of National Defence**

The administration of the Task Authorization process will be carried out by Personnel Support Programs (PSP) Fitness & Sports Coordinator. This process includes monitoring, controlling and reporting on expenditures of the contract with task authorizations to the Contracting Authority.

**6.2 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

**6.2.1 General Conditions**

[2035](#) (2015-07-03), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

**6.3 Security Requirements**

**6.3.1** There is no security requirement applicable to this Contract.

**6.4 Term of Contract**

**6.4.1 Period of the Contract**

The period of the Contract is from date of Contract award to September 30, 2017 inclusive.

**6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 2, additional Hockey Season periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the

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Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Heather Bellmore  
Supply Team Leader  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence Street  
Kingston Ontario

Telephone: 613-545-8208  
Facsimile: 613-545-8067  
E-mail address: heather.bellmore@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.

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

8 Wing PSP's Fitness & Sports Coordinator will act as the Technical Authority on this contract.

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, 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.

### **6.5.3 Contractor's Representative – Contractor to Complete:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

## 6.7 Payment

### 6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid the firm unit prices, in accordance with the basis of payment in Annex B, as specified in the authorized TA. Customs duties are excluded and Applicable Taxes are extra.

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

### 6.7.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations

1. Canada's total liability to the Contractor under the Contract for all authorized Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Customs duties are excluded and Applicable Taxes are extra.
2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.
3. 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 sum is inadequate for the completion of the Work required in all authorized TAs, inclusive of any revisions, whichever comes first.
4. 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.

### 6.7.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;

- 
- c. the Work delivered has been accepted by Canada.

## 6.8 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a copy of the time sheets to support the time claimed
- 2. Invoices must be distributed as follows:
  - The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment:

PSP // RCAF Flyers Arena  
8 Wing  
PO Box 1000, STN Forces  
Astra, ON K0K 3Wo

- One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications

### 6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### 6.9.2 SACC Manual Clauses

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

## 6.10 Applicable Laws

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

## 6.11 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2015-07-03) – Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

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- (e) Annex C, Task Authorization form (626);
- (f) the Contractor's bid dated \_\_\_\_\_.

#### **6.12 Insurance**

*SACC Manual* clause G1005C (2016-01-28) Insurance – No specific Requirement

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## Annex A

### Statement of Work

**Title:** Trenton Hockey Program

**Background:** 8 Wing/Canadian Forces Base (CFB) Trenton, herein referred to as "8 Wing", offers a range of hockey programs to promote the health and physical fitness of members of the 8 Wing military community. The programs are played at both a recreational and competitive level. In order to meet Canadian Armed Forces' (CAF) sporting requirements hockey officials are deemed a requirement for the administration of league activities. As such, 8 Wing is required to contract for officials for all league games. There are 4 leagues in total, which include:

Noon Hour Hockey League;  
Wing Hockey League;  
Old Timers' League; and  
Womens' League.

All games will be held at the Royal Canadian Air Force (RCAF) Arena in Trenton, Ontario.

**Scope:** The Contractor is responsible for providing the following officiating services of the qualified officials through the 8 Wing RIC on an "as and when requested" basis for all 8 Wing Hockey League Games.

**Hockey Officials include:**

Hockey Canada Officials - to officiate all of 8 Wing hockey league games; and  
Off Ice Official - to keep both time and score of game.

**Hockey League Schedule:**

Hockey Season is typically from 01 October – 15 April. Over the course of the season, the leagues are  
\*scheduled to play as follows:

League	Games per week	Hockey Canada Official per game	Off Ice Official per game
Noon Hour Hockey League	5	2	1
Wing Hockey League	18	2	1
Old Timers League	2	3	1
Women's League	2	2	1

\*Schedule is subject to change due to weather and operational priorities. Schedule will be determined and set by way of a bi-weekly call-up from the 8 Wing Personnel Support Programs (PSP) Fitness & Sports Coordinator.

**Annual Re-Certifications of Officials:** Once certified, it is essential that an official continue to update and be completely familiar with new rule interpretations and officiating techniques. All costs associated with certifications, assessments and or re-certifications are borne by the Contractor and or individual Hockey Canada Officials. Canada will not pay for any costs associated with the required certifications. Canada may request, at its discretion, throughout the entire Contract period, including any and all Optional Periods, that the Contractor provide copies of annual certification renewals of its Hockey Canada Officials.

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## ANNEX "B"

### BASIS OF PAYMENT

**Instructions: Bidders, please insert firm all inclusive unit prices below.** *(Instructions will be deleted at time of Contract award.)*

GST or HST, as applicable, is NOT to be included in the below unit prices and shall be shown as a separate item on all invoices.

The estimates below are given in good faith and do not form any commitment on behalf of the Crown.

#### **A. Period of Contract (Hockey Season): From Date of Contract Award to May 30, 2016**

League	Estimated Number of Games Per Week	Estimated Number of Games per Contract Period	Number of Hockey Canada Officials Per Game	Rate Per Hockey Canada Official	Number of Off Ice Officials Per Game	Rate Per Hockey Canada Official	Total Price
Noon Hour Hockey	5	25	2	\$ _____	1	\$ _____	\$ _____
Wing Hockey	18	90	2	\$ _____	1	\$ _____	\$ _____
Old Timers Hockey	2	10	3	\$ _____	1	\$ _____	\$ _____
Women's Hockey	2	10	2	\$ _____	1	\$ _____	\$ _____
	<b>TOTAL:</b>						

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**B. Period of Contract (Hockey Season): October 01, 2016 to September 30, 2017**

League	Estimated Number of Games Per Week	Estimated Number of Games per Contract Period	Number of Hockey Canada Officials Per Game	Rate Per Hockey Canada Official	Number of Off Ice Officials Per Game	Rate Per Hockey Canada Official	Total Price
Noon Hour Hockey	5	120	2	\$ _____	1	\$ _____	\$ _____
Wing Hockey	18	432	2	\$ _____	1	\$ _____	\$ _____
Old Timers Hockey	2	48	3	\$ _____	1	\$ _____	\$ _____
Women's Hockey	2	48	2	\$ _____	1	\$ _____	\$ _____
<b>TOTAL:</b>							

**C. Optional Period of Contract (Hockey Season): October 01, 2017 to September 30, 2018**

League	Estimated Number of Games Per Week	Estimated Number of Games per Contract Period	Number of Hockey Canada Officials Per Game	Rate Per Hockey Canada Official	Number of Off Ice Officials Per Game	Rate Per Hockey Canada Official	Total Price
Noon Hour Hockey	5	120	2	\$ _____	1	\$ _____	\$ _____
Wing Hockey	18	432	2	\$ _____	1	\$ _____	\$ _____
Old Timers Hockey	2	48	3	\$ _____	1	\$ _____	\$ _____
Women's Hockey	2	48	2	\$ _____	1	\$ _____	\$ _____
<b>TOTAL:</b>							

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**D. Optional Period of Contract (Hockey Season): October 01, 2018 to September 30, 2019**

League	Estimated Number of Games Per Week	Estimated Number of Games per Contract Period	Number of Hockey Canada Officials Per Game	Rate Per Hockey Canada Official	Number of Off Ice Officials Per Game	Rate Per Hockey Canada Official	Total Price
Noon Hour Hockey	5	120	2	\$_____	1	\$_____	\$_____
Wing Hockey	18	432	2	\$_____	1	\$_____	\$_____
Old Timers Hockey	2	48	3	\$_____	1	\$_____	\$_____
Women's Hockey	2	48	2	\$_____	1	\$_____	\$_____
	<b>TOTAL:</b>						

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**ANNEX “C”**

**DND 626 TASK AUTHORIZATION FORM**

Will be attached as at time of Contract Award.