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Bid Receiving - PWGSC / Réception des soumissions
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11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Quebec
K1A 0S5
Bid Fax: (819) 997-9776

Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

National Master Standing Offer (NMSO)

Offre à commandes principale et nationale (OCPN)

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

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Services Procurement-Instruments Management
Division/Approvisionnement de services-Gestion des
instruments
11 Laurier St. / 11, rue Laurier
11C1, Place du Portage III
Gatineau
Quebec
K1A 0S5

Title - Sujet Ergonomics NMSO Renewal		
Solicitation No. - N° de l'invitation E60ZQ-140001/B		Date 2015-06-16
Client Reference No. - N° de référence du client E60ZQ-140001		Amendment No. - N° modif. 001
File No. - N° de dossier 011zq.E60ZQ-140001	CCC No./N° CCC - FMS No./N° VME	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZQ-011-28996		
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale		2015-06-12
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-07-03		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
Address Enquiries to: - Adresser toutes questions à: Harrison, Linda		Buyer Id - Id de l'acheteur 011zq
Telephone No. - N° de téléphone (819) 956-1074 ()		FAX No. - N° de FAX (819) 956-2675
Delivery Required - Livraison exigée		
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:		
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.		

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

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This amendment is raised to answer questions from Bidders.

Q1 - We cannot see the text in red . Is it possible to get another copy with the changes?

A1 - Attached is a version with the applicable text in red.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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This solicitation cancels and supersedes previous solicitation number E60ZQ-140001/A dated November 3, 2014 with a closing of November 24, 2014 at 2:00 p.m.

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PART 1 - GENERAL INFORMATION

1.1. Introduction

The Request for Standing Offers (RFSO) is divided into seven (7) parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offeror Preparation Instruction: provides offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and

Part 7 Standing Offer and Resulting Contract Clauses:

7A Standing Offer: includes the SO containing the offer from the Offeror and the applicable clauses and conditions;

7B Resulting Contract Clauses: includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the SO.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

1.2. Summary

This solicitation cancels and supersedes previous solicitation number E60ZQ-140001/A dated November 3, 2014 with a closing of November 24, 2014 at 2:00 p.m. The major changes made from the previous solicitation are identified in red.

1.2.1 This solicitation will establish a Standing Offer (SO) for processing call-ups related to Office Ergonomic Assessment Services for federal government departments, agencies and Crown corporations.

1.2.2 The Request for Standing Offer (RFSO) is intended to result in the issuance of National Master Standing Offer(s) (NMSO). An NMSO is generally issued for the use of all departments, agencies and Crown corporations. Public Works and Government Services Canada (PWGSC) contracting officers and Identified Users are both authorized to make call-ups.

1.2.3 No limit will be set on the number of SO to be issued per National Zone, Regions and Metropolitan Areas.

1.2.4 The period for making call-ups against the SO is from date of issuance of the SO until 36 months after the date of issuance of the SO.

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1.2.5 There will be one (1) refresh solicitation approximately 18 months after the date of issuance of the SO. The Refresh solicitation will allow new suppliers to provide offers to qualify and will allow existing SO Holders to submit a revised basis of payment under their existing Standing Offers and/or to qualify in additional Region(s) and/or Metropolitan Area(s) where they can provide office ergonomic assessment services.

1.2.5.1. At the time of the Refresh Solicitation, existing SO Holders will not be disqualified.

1.2.6 As per the Integrity Provisions under section 01 of Standard Instructions 2006, offerors must provide a list of all owners and/or Directors and other associated information as required. Refer to section 4.21 of the Supply Manual for additional information on the Integrity Provisions.

1.2.7 For services requirements, Offerors must provide the required information as detailed in article 2.3 of Part 2 of the Request for Standing Offers (RFSO), in order to comply with Treasury Board policies and directives on contracts awarded to former public servants.

1.2.8 This procurement is conditionally limited to Canadian services.

1.2.10 The Comprehensive Land Claims Agreements (CLCA) are not applicable since the services will not be provided within CLCA Settlement Areas.

1.3. Security Requirement

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the Industrial Security Program (ISP) of Public Works and Government Services Canada (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

1.4. Debriefings

The Standing Offer (SO) Authority will notify all Offerors as to why their offer was not selected. We do not intend to conduct in-person debriefs for this solicitation. Instead, the information set out in the regret letter will include the reason the Offeror's offer was not accepted.

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PART 2 - OFFEROR INSTRUCTIONS

2.1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) 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.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The 2006 (2014-09-25) Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of 2006, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: 120 calendar days

2.2. Submission of Offers

Offers 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 RFSO solicitation.

Due to the nature of the RFSO, bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.

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 FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of offers is completed, Canada will inform the Offeror 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 offer 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.

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"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 Offeror a FPS in receipt of a pension?

YES () NO ()

If so, the Offeror must provide the following information, for all FPS 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, Offerors agree that the successful Offeror'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 [Contracts Guidelines on the Proactive Disclosure](#).

Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

YES () NO ()

If so, the Offeror 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 - Request for Standing Offers

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All enquiries must be submitted in writing to the SO Authority no later than seven (7) calendar days before the Request of Standing Offer (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by offerors 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 questions or may request that offerors do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

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2.5. Applicable Laws

The Standing Offer (SO) and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 offerors.

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PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Canada requests that offerors provide their offer in separately bound sections as follows:

Section I: Technical Offer - **2 hard copies** and 1 soft copy on USB Stick;
Section II: Financial Offer - **2 hard copy** and 1 soft copy on USB Stick; and
Section III: Certifications - 1 hard copy and 1 soft copy on USB Stick.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

Canada requests that offerors follow the format instructions described below in the preparation of their offer:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the RFSO.

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>). To assist Canada in reaching its objectives, offerors should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

3.2 Section I: Technical Offer

In their technical offer, offerors should explain and demonstrate how they propose to meet the requirements.

The purpose of this RFSO is not to qualify resources at this point in time; therefore, resumes are not requested and should not be submitted with the offer.

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3.3 Section II: Financial Offer

3.3.1 The Offeror must complete the pricing schedule in Attachment 1 to Part 3 and include it in its financial offer once completed. The Offeror must include a single, firm all inclusive price per Initial Assessment and all inclusive fixed hourly rate for any Follow-up Assessment for each of the Region(s) and/or Metropolitan Area(s) where they are offering to provide office ergonomic assessment services.

Offerors must submit their prices and rates in Canadian funds, FOB destination, as applicable, Canadian customs duties and excise taxes included, as applicable, and GST or HST excluded. The prices and rates included in the pricing schedule excludes travel and living expenses.

Offerors should include the following information in their financial offer:

- (a) Their legal name;
- (b) Their Procurement Business Number (PBN); and
- (c) The name of the contact person (including this person's mailing address, phone and facsimile numbers and e-mail address) authorized by the Offeror to enter into communications with Canada with regards to:
 - II. their Offer and
 - III. any SO that may result from their Offer.

3.3.2 Payment of Invoices by Credit Card

Canada requests that offerors complete one of the following:

- a) () Government of Canada Acquisition Cards (credit cards) will be accepted for payment of call-ups against the standing offer.

The following credit card(s) are accepted:

VISA _____
Master Card _____

- b) () Government of Canada Acquisition Cards (credit cards) will not be accepted for payment of call-ups against the standing offer.

The Offeror is not obligated to accept payment by credit card.

Acceptance of credit cards for payment of call-ups will not be considered as an evaluation Criterion.

3.4 Section III: Certifications

Offerors must submit the certifications required under Part 5.

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ATTACHMENT 1 TO PART 3 PRICING SCHEDULE

- 1.0** In the following pricing schedule, the Offeror must include a single, firm all inclusive price per Initial Assessment and all inclusive fixed hourly rate for any Follow-up Assessment for each of the Regions and/or Metropolitan Areas where they are offering to provide office ergonomic assessment services.
- 2.0** The Offeror must complete the pricing schedule and include it in its Financial Offer.
- 3.0** The prices and rates specified in the pricing schedule, as quoted by the Offeror, exclude travel and living expenses and excludes GST/HST.

Regions/Metropolitan Area	All Inclusive Firm Price per Initial Ergonomic Assessment	All Inclusive Firm Hourly Rate per Follow-up Ergonomic Assessment	Total Evaluated Price
	A	B	A + B
Regions			
Atlantic	\$	\$	\$
Quebec	\$	\$	\$
Ontario	\$	\$	\$
Western	\$	\$	\$
Pacific	\$	\$	\$
Metropolitan Areas			
Halifax	\$	\$	\$
Moncton	\$	\$	\$
Quebec City	\$	\$	\$
Montreal	\$	\$	\$
Toronto	\$	\$	\$
National Capital	\$	\$	\$
Winnipeg	\$	\$	\$
Saskatoon	\$	\$	\$
Calgary	\$	\$	\$
Edmonton	\$	\$	\$
Vancouver	\$	\$	\$
Victoria	\$	\$	\$

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1. Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offer (RFSO) including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine first if there are two (2) or more offers with a valid Canadian Content certification. In that event, the evaluation process will be limited to the offers with the certification; otherwise, all offers will be evaluated. If some of the offers with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive offers with a valid certification remain, the evaluation will continue among those offers with a valid certification. If all offers with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other offers received will be evaluated.

4.1.1 Technical Evaluation

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

Step 1 Each Offeror will have a "Total Evaluated Price" calculated in each Region/Metropolitan Area it submitted an Offer. The Total Evaluated Price will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Step 2 A median rate will be calculated amongst all technically-compliant offers in each Region/Metropolitan Area using the median function in Microsoft Excel. A median is the middle offer in a set of offers whereby half of the offers are greater and half are lower. When an even number of technically responsive offers have been determined, an average of the middle 2 prices/rates will be used to calculate the median.

Step 3 The median price range, defined as + or – 40% of the median rate determined in Step 2, will be calculated for each Region/Metropolitan Area.

Step 4 (i) An Offer whose Total Evaluated Price falls outside the median price range determined in Step 3 will be declared non-responsive for the applicable Region(s)/Metropolitan Area(s).

(ii) An Offer whose total evaluated price falls within or is equal to the upper or lower limit of the median price range determined in Step 3 will be declared responsive for the applicable Region(s)/Metropolitan Area(s).

4.2. Basis of Selection

- (a) To be declared responsive, an offer must:
 - (i) comply with all the requirements of the RFSO;
 - (ii) meet all mandatory technical criteria; and
 - (iii) be within or equal to the upper or lower limit of the median price range, as described in the financial evaluation.
- (b) Offers not meeting (i) or (ii) or (iii) will be declared non-responsive.

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- (c) For each Region/Metropolitan Area, responsive offers will be ranked in ascending order of Total Evaluated Prices and will be recommended for issuance of a SO. If an Offeror has more than one responsive offer (within different Regions/Metropolitan Areas), only one SO will be recommended for issuance which will combine the specific Regions/Metropolitan Areas.

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ATTACHMENT 1 TO PART 4 MANDATORY TECHNICAL CRITERIA

A1.1 Mandatory Technical Criteria

The Technical Offer must meet the mandatory technical criteria specified in table below. The Offeror must provide the necessary documentation to support compliance.

Any Offer which fails to meet the mandatory technical criteria will be declared non-responsive. Each criterion should be addressed separately

Offerors are requested to provide the information in the form of a log. [See Suggested Response Template for MT1 and MT2 in Attachment 2 to Part 4.](#)

Mandatory Technical Criterion	Meets Requirements Yes / No	Cross Reference to Response
<p>MT1</p> <p>The Offeror must demonstrate that they have a minimum of five (5) years of experience prior to bid closing in providing office ergonomic assessment services to outside clients. A minimum of one (1) project per year must be submitted.</p> <p>For each project, the Offeror must provide the following background information:</p> <ul style="list-style-type: none">- Name of Client Organization.- Start and end date.- Roles and responsibilities.- Client Representative's name and phone #. <p>References may be contacted to verify the work performed.</p>		
<p>MT2</p> <p>The Offeror must demonstrate that they have provided a minimum of 150 office ergonomic assessments to outside clients within the last 3 years prior to bid closing.</p> <p>For each project, the Offeror must provide the following background information:</p> <ul style="list-style-type: none">- Name of Client Organization.- Start and end date.- Roles and responsibilities.- Client Representative's name and phone #. <p>References may be contacted to verify the work performed.</p>		

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ATTACHMENT 2 TO PART 4

SUGGESTED RESPONSE TEMPLATE FOR MT1 and MT2

MT1

Name of client organization	Start and end dates (month/year to month/year)	Roles and Responsibilities	Client representative's name	Client representative's telephone number
Year 1:				
1.				
2.				
Year 2:				
1.				
2.				
Year 3:				
1.				
2.				
Year 4:				
1.				
2.				
Year 5:				
1.				
2.				

MT2

#	Name of client organization	Start and end dates (month/year to month/year)	Roles and Responsibilities	Client representative's name	Client representative's telephone number
1.					
2.					
Up to 150					

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PART 5 - CERTIFICATIONS

Offerors must provide the required certifications and associated information to be issued a standing offer.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default in carrying out any of its obligations under any resulting contracts, if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority may render the Offer non-responsive, may result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1. Certifications Required Precedent to Issuance of a Standing Offer

The Certifications Required Precedent to Issuance of a Standing Offer (SO), should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the SO Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the SO Authority and meet the requirement within that time period will render the offer non-responsive.

5.1.1 Integrity Provisions - Associated Information

By submitting an offer, the Offeror certifies that the Offeror and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Offer of Standard Instructions 2006. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror 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) available from Employment and Social Development Canada-Labour's website.

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror 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 issuing of a Standing Offer or during the period of the Standing Offer.

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5.2. Additional Certifications Required Precedent to Issuance of a Standing Offer

The certifications listed below should be completed and submitted with the offer, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to comply with the request of the Standing Offer Authority and to provide the certifications within the time frame provided will render the offer non-responsive.

5.2.1 Canadian Content Certification

SACC Manual clause A3050T (2010-01-11), Canadian Content Definition

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the services offered being treated as non-Canadian services.

The Offeror certifies that:

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

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PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1. Security Requirement

6.1.1 Before issuance of a standing offer, the following conditions must be met:

- (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A - Standing Offer;
- (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7A - Standing Offer;
- (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

6.1.2 Offerors are reminded to obtain the required security clearance promptly. Any delay in the issuance of a standing offer to allow the successful offeror to obtain the required clearance will be at the entire discretion of the Standing Offer Authority.

6.1.3 Bidders may request that the Standing Offer Authority consider security sponsorship of their candidacy to seek DOS clearance. This request may be made at any time before bid closing by sending the request via email to the attention of the Standing Offer Authority.

6.1.4 For additional information on security requirements, offerors should refer to the [Canadian Industrial Security Directorate \(CISD\)](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html), [Industrial Security Program of Public Works and Government Services Canada](http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html) (<http://ssi-iss.tpsgc-pwgsc.gc.ca/index-eng.html>) website.

6.2. Insurance Requirements

The Offeror must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Offeror, if issued a standing offer as a result of the request for standing offer, can be insured in accordance with the Insurance Requirements specified in "Annex G".

If the information is not provided in the offer, the Standing Offer Authority will so inform the Offeror and provide the Offeror with a time frame within which to meet the requirement. Failure to comply with the request of the Standing Offer Authority and meet the requirement within that time period will render the offer non-responsive.

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PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

7A. STANDING OFFER

7A.1. Offer

The Offeror offers to perform the Work in accordance with the Statement of Work at Annex A.

7A.2. Security Requirement

7A.2.1 The following security requirement (SRCL and related clauses) applies and form part of the Standing Offer

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid **Designated Organization Screening (DOS)**, issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive work site(s) must **EACH** hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.
3. Subcontracts which contain security requirements are **NOT** to be awarded without the prior written permission of CISD/PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex D;
 - (b) Industrial Security Manual (Latest Edition).
<http://ssi-iss.tpsgc-pwgsc.gc.ca/msi-ism/msi-ism-eng.html>

7A.3. Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) 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.

7A.3.1 General Conditions

2005 (2014-09-25) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7A.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

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The Offeror must provide this data in accordance with the reporting requirements detailed in Annex "E ". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

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

The quarterly reporting periods are defined as follows:

1st quarter: January 1 to March 31;

2nd quarter: April 1 to June 30;

3rd quarter: July 1 to September 30;

4th quarter: October 1 to December 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7A.4. Term of Standing Offer

7A.4.1 Period of the Standing Offer

The period for making call-ups against the SO is from date of issuance of the SO until 36 months after the date of issuance of the SO.

7A.5. Authorities

7A.5.1 Standing Offer Authority

The SO Authority is:

Linda Harrison
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
Place du Portage, Phase III, 11C1
11 Laurier Street, Gatineau, Québec, K1A 0S5
Telephone: 819-956-1074
Facsimile: 819-997-2229
E-mail: linda.harrison@tpsgc-pwgsc.gc.ca

The SO Authority is responsible for the establishment of the SO, its administration and its revision, if applicable.

Upon the making of a call-up, as Contracting Authority, he/she is responsible for any contractual issues relating to individual call-ups made against the SO by any Identified User.

7A.5.2 Project Authority

The Project Authority for the SO is identified in the call-up against the SO.

The Project Authority is the representative of the department, agency or Crown corporation for whom the Work will be carried out under a call-up against the SO and is responsible for all the technical content of the Work under the resulting Contract.

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7A.5.3 Offeror's Representative

(To be identified at time of issuance)

7A.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.

7A.7. Identified Users

The Identified Users authorized to make call-ups against the SO include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, IV, V of [the Financial Administration Act](#), R.S., 1985, c. F-11.

7A.8. Call-up Procedures

- (a) Each Call-up results in a separate contract between Canada and the Offeror.
- (b) The Offeror acknowledges that no costs incurred before the receipt of a signed Call-up can be charged to this Standing Offer (SO) or any Call-ups made against it.
- (c) The Offeror acknowledges and agrees that the terms and conditions set out in the Resulting Contract Clauses that form part of this SO apply to every Call-up made under this SO.
- (d) **Assessment of Proposed Resources:** The qualifications and experience of the proposed resource(s) will be assessed against the requirements set out in the section entitled "Minimum Mandatory Qualifications" in Annex A. The Identified User may request proof of successful completion of formal training, as well as reference information. Canada reserves the right to request references from an Offeror and SO's proposed resources to conduct a reference check to verify the accuracy of the information provided.

Where the Offeror is requested to provide information regarding qualifications or experience of its proposed resources, Offerors should provide complete details as to where, when, month and year, and how, through which activities/responsibilities, the stated qualifications/experience were obtained. Co-op terms are considered work experience provided they are related to the required services. The month(s) of experience listed for a project whose time frame overlaps that of another referenced project will only be counted once.

- (e) **Multiple SOs:** The Offeror acknowledges that multiple SOs may be issued for this requirement. Call-ups will be allocated among the Offerors in accordance with the call-up processes described below.
- (f) **Only Authorized Call-ups to be accepted:** The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this SO outlined below.

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- (g) **Ranking and Methodology for Multiple SOs:** If more than one SO is authorized for use, the offers will be ranked in ascending order based on the sum of the firm price for an Initial Ergonomic Assessment and the fixed hourly rate for Follow-up Ergonomic Assessment(s).

7A.8.1 Call-up Process for requirements less than \$25,000.00 (GST/HST included),
Identified Users will have 2 options:

7A.8.1.1 Option 1 - Right of First Refusal basis:

The Identified User will contact the highest-ranked Offeror within the applicable Region/Metropolitan Area. If the highest-ranked Offeror is able to meet the requirement, a call-up is made against its SO. If that Offeror is unable to meet the requirement, the Identified User will contact the next ranked Offeror. The Identified User will continue and proceed as above until one Offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked Offeror is unable to fulfill the need, the Identified User is required to document its file appropriately. In the event no Offeror exists for the Region/Metropolitan Area, the Identified User will follow the process described above based on the Offerors within the next closest applicable Region/Metropolitan Area or choose a supplier of their choice.

7A.8.1.2 Option 2 - Directed Requirements:

The Identified User will direct an Availability Confirmation Request (see Step 1 below) to any of the Offerors who are listed under the SO, in accordance with the Government Contracts Regulations.

Regardless which option above is chosen, the supplier should be engaged as follows:

Step 1 - Availability Confirmation Request:

The Identified User will provide the following information to the Offeror by e-mail:

- 1) The Region/Metropolitan Area where the services are required;
- 2) The name, work location and contact information of the individual to schedule and confirm all of the details of the appointment;
- 3) The name, work location and contact information of the employee and Manager;
- 4) The language of the Work;
- 5) The format the report must be submitted in; and
- 6) The authorization to travel, if required.

Step 2 - Response Requirements:

The Offeror must confirm in writing by e-mail within two (2) working days of receiving the Availability Confirmation Request as to the availability to conduct the Work. For an urgent Availability Confirmation Request, the Offeror must confirm in writing by e-mail within 1 working day.

If the Offeror is available to conduct the Work as requested, the Offeror must propose which resource(s) it will use and will have an additional 3 working days to demonstrate the proposed resources meet the requirements set out in the section entitled "Minimum Mandatory Qualifications" in Annex A. If the Offeror confirms in writing by e-mail it is unable to fulfill the requirement or does not submit a response within the above deadline(s), the Identified User will issue the Availability Confirmation Request to the next ranked Offeror.

NOTE: If the "right of first refusal" basis is being used, Identified Users may, for efficiency purposes, send their Availability Confirmation Request to more than one Offeror at once. Under no circumstances, however, must the Identified User skip over the highest-ranked

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1 Offeror during the process (i.e. the Identified User is NOT ALLOWED to simply invite Offerors listed in ranking positions 5 to 8, without inviting Offerors listed in ranking positions to 4).

If a positive reply is received by the highest ranked Offeror within the specified time, the client must proceed with this Offeror and proceed to award a Call-up.

Step 3 - Assessment of Proposed Resources:

The Offeror's proposed resource(s) will be assessed against the requirements set out in the section entitled "Minimum Mandatory Qualifications" in Annex A. If the proposed resource(s) do not meet the requirements set out in Annex A, the Offeror will be advised and will be given up to two (2) working days to propose new resource(s). For an urgent Availability Confirmation Request, the Offeror will be given up to one (1) working day to propose new resource(s).

If the proposed new resource(s) do not meet the requirements set out in Annex A or the Offeror does not submit a response within the above deadline, the Offeror will be advised and the Identified User will issue the Availability Confirmation Request to the next Offeror. This process will be repeated until a call-up is issued or the Availability Confirmation Request is withdrawn.

Step 4 - Issuance of a Call-up: The Identified User will issue the Call-up to the Offeror using the Call-up instrument.

7A.8.2 Call-up Process for Requirements equal to or exceeding \$25,000.00 (GST/HST included): Call-ups will be made on a "right of first refusal" method of work allocation.

Step 1 - Authorization Request:

The Identified User will provide the following information to the SO Authority by e-mail:

- 1) The Region/Metropolitan Area where the services are required;
- 2) List of Offerors they will be sending their Availability Confirmation Request to;
- and
- 3) The total estimated cost (GST/HST included).

Step 2 - SO Authority Authorization:

The SO Authority will authorize the Authorization Request in writing by e-mail within three (3) working of receiving the Authorization Request from the Identified User.

Once approval is received from the SO Authority, the Identified User will follow Steps 1-4 from Article 7A.8.1.

7A.9. Call-up Instrument

The Work will be authorized or confirmed by the Identified User using Annex F, PWGSC-TPSGC 942, Call-up against a Standing Offer.

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7A.10. Limitation of Call-ups

Individual call-ups against the SO not exceeding \$50,000.00 (GST or HST included) will be authorized by the Identified User and individual call-ups against the SO exceeding \$50,000.00 (GST or HST included) will be authorized by the SO Authority.

7A.11. Priority of Documents

If there is a discrepancy between the wordings 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 call up against the SO, including any annexes;
- (b) The articles of the SO;
- (c) The general conditions 2005 (2014-09-25), General Conditions - Standing Offers - Goods or Services
- (d) The general conditions 2035 (2014-09-25), General Conditions - Higher Complexity - Services;
- (e) The supplemental general conditions 4008 (2008-12-12), Personal Information;
- (f) Annex A, Statement of Work;
- (g) Annex B, Basis of Payment;
- (h) Annex C, Region Definitions;
- (i) Annex D, Security Requirement Check list;
- (j) Annex G, Insurance Requirements; and
- (k) The Offeror's offer dated _____ *(to be inserted at time of issuance)*.

7A.12. Certifications

7A.12.1 Compliance

The continuous compliance with the certifications provided by the Offeror with its offer and the ongoing cooperation in providing associated information are conditions of issuance of the Standing Offer (SO). Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO. If the Offeror does not comply with any certification, fails to provide the associated information, or if it is determined that any certification made by the Offeror in its offer is untrue, whether made knowingly or unknowingly, Canada has the right to terminate any resulting contract for default and set aside the Standing Offer.

7A.12.2 SACC Manual Clauses

M3060C (2008-05-12), Canadian Content Certification

7A.13. Applicable Laws

The SO and any contract resulting from the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province of Ontario, Canada.

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7B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer (SO).

7B.1. Statement of Work

The Contractor must perform the Work described in the call-up against the SO.

7B.2. Standard Clauses and Conditions

7B.2.1 General Conditions

2035 (2014-09-25), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7B.2.2 Supplemental General Conditions

4008 (2008-12-12), Personal Information, apply to and form part of the Contract.

7B.3. Term of Contract

7B.3.1 Period of the Contract

The Work must be completed in accordance with the call-up against the SO.

7B.4 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.

7B.5. Payment

7B.5.1 Basis of Payment

The Contractor will be paid in accordance with the Basis of Payment attached hereto as Annex B, for Work performed under the call-up against the SO.

7B.5.2 Limitation of Expenditure

- (a) The Contractor will be paid for Work performed under each approved call-up, in accordance with the Basis of Payment at Annex B, Basis of Payment of the SO.
- (b) Canada's total liability to the Contractor under any resultant Call-up will not exceed the Total Price specified in the Call-up.

- (c) 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.
- (d) 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.

7B.5.3 Method of Payment

7B.5.3.1 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work 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.

7B.6. Invoicing Instructions

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoicing Submission" of the General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- (b) Each invoice must be supported, as applicable, by:
- (i) the call-up number;
 - (ii) a copy of the release documents and any other documents as specified in the call-up; and
 - (iii) a copy of the invoices, receipts, voucher for all travel and living expenses.
- (c) Invoices must be distributed as follows:
- (i) The original must be forwarded to the Project Authority identified in the call-up for certification and payment; and
 - (ii) 1 copy must be forwarded to the SO Authority.

7B.7. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex G. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance

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coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies

7B.8. SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations
A9068C (2010-01-11), Site Regulations
A9116C (2007-11-30), T1204 - Information Reporting by Contractor
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0705C (2010-01-11), Discretionary Audit
A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)
H3027C (2010-01-11), Payment of Invoices by Credit Card
A3025C (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants

7B.9. Cancelling or Rescheduling of Ergonomic Assessment Appointment

- (a) Without restricting any other terms and conditions of the Contract, any scheduled ergonomic assessment appointment may be cancelled or rescheduled in whole or in part by Canada or the Contractor by giving a written notice to the Contractor or Canada at least 24 hours prior to the ergonomic assessment appointment.
- (b) If Canada cancels or reschedules an ergonomic assessment appointment without providing a written notice of at least 24 hours, then the Contractor will be paid in accordance with Annex B, Basis of Payment, Section 3. "Cancellation", and will be reimbursed for any non-refundable and non-transferrable travel charges incurred without any allowance for overhead or profit in accordance with Annex B - Basis of Payment, Section 2. "Travel and Living Expenses".
- (c) If the Contractor cancels or reschedules an ergonomic assessment appointment without providing written notice of at least 24 hours, the Contractor will be not paid and will not be reimbursed for any travel charges incurred.

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ANNEX A

STATEMENT OF WORK

1. Title

Office Ergonomic Assessment Services

2. Objective

To provide federal government departments, agencies and Crown corporations across Canada with office ergonomic assessment services.

3. Background

Federal government departments, agencies and Crown corporations must comply with the requirements and obligations of the Canada Labour Code (CLC), Part II and applicable legislations, policies, directives, guidelines, statutes and regulations, etc., as required. Specifically, the CLC, Part II, Section 125. (1)(t), states, "*Employers are required to ensure that the workplace, workspaces and procedures meet prescribed ergonomic standards*". In addition, CLC, Part II, Section 125. (1)(u), states, "Employers employers are also responsible to ensure that machinery, equipment and tools used by workers in the course of their employment meet prescribed health, safety and ergonomic standards".

4. Scope

The Contractor must provide an individual ergonomic assessment for an employee, with or without a medical indication, in an office environment. The assessment must be provided at the employee's work area. Follow-up appointments must be provided if there is a need to assess the changes that have been made with the recommended equipment, respond to any further concerns and provide additional education, if applicable.

5. Tasks

5.1 The Contractor must conduct an ergonomic assessment which includes, but is not limited to:

- a) Communicating directly with the individual identified in the call-up to schedule and confirm all of the details of the appointment;
- b) Assessing the employee's ergonomic personal needs, including, but not limited to personal characteristics, symptoms, functional limitations/restrictions, complaints;
- c) Identifying and assessing ergonomic hazards, tasks or risk factors that may impact the employee's workstation ergonomics. Ergonomic hazards are workplace conditions that pose the risk of injury to an employee. They include repetitive and forceful movements, vibration, temperature extremes, static and awkward postures, etc;
- d) Making any necessary immediate adjustments and modifications to employee's existing furniture and equipment, office accessories/office environment;
- e) Providing education/recommendations regarding workstation adjustments, posture, exercises and other useful tools to prevent/eliminate/reduce risks of injury. Education/recommendations must be provided verbally with supporting written documentation;
- f) Making written recommendations following the assessment as per section 8.1;

- g) Upon review of the written report and/or once the recommended changes have been implemented, the Manager may require a follow-up call with the Contractor to discuss any recommendations or issues that the Manager/employee may have.

5.2 The Contractor must conduct a follow-up ergonomic assessment which includes, but is not limited to:

- a) Communicating directly with the Manager or the individual identified in the call-up to schedule and confirm all of the details of the appointment;
- b) Informing the Manager or the individual identified in the call-up of the employee's appointment details including any missed or cancelled appointments;
- c) Providing additional education to the employee on the use of recommended products, if required;
- d) Making written recommendations following the assessment as per section 6.2;
- e) Upon review of the written recommendations, the Manager may require a follow-up call with the Contractor to discuss any recommendations or issues that the Manager/employee may have.

6. Constraints

Working hours will vary according to the employee's schedule. Assessments must be scheduled within working hours.

7. Support

The Manager or the individual identified in the call-up will:

- a) Ensure employees are available to attend scheduled appointments;
- b) Ensure that during the ergonomic assessment, employees do not have any classified, protected, or confidential/sensitive information and documents on their desk and computer screen; and
- c) Ensure access to internal Subject Matter Expert(s) (SME) or internal stakeholder(s), as required.

8. Deliverables

8.1 The Contractor must submit a written report of the ergonomic assessment, in accordance with Appendix 2, to the Manager or the individual identified in the call-up. The report must not include medical diagnosis. The report must be submitted in the format identified in the call-up and must include:

- a) The name, location and contact information of the employee and Manager; the date of the assessment; include applicable contract/reference numbers assigned by the department/agency; the name of the resource that conducted the assessment including their contact information;
- b) The office ergonomics related need(s) or hazard(s);
- c) The requirement of the job/work activities/organization of the work and the method in which the

work activities are performed;

- d) The workstation associated to the employee's work;
- e) The characteristics of the employee including the data in **Appendix 1, Measurement Worksheet**. This Worksheet must be provided with the Report;
- f) The characteristics of the materials, work spaces, and the features of tools/equipment, etc.;
- g) Identify the employee's exposure(s) to the hazard(s), based on duration and frequency;
- h) The effect, real or potential, of the exposure on the health and safety of the employee;
- i) The adjustments made during the assessment and education provided (specific measurements);
- j) Purchasing recommendations that do not require or refer to a particular trademark or name, patent, design or type, specific origin or producer or supplier unless there is no sufficiently precise or intelligible way of otherwise describing the procurement requirement. When this is not possible the phrase "or equivalent" is to be added to the requirement statement;
- k) A summary of education/recommendations provided to the employee;
- l) Any additional one-on-one training or education required that was not provided during the assessment and if not, why;
- m) Photos of workstation layout, pre and post adjustments as applicable. Note that some department/agency security procedures may not permit taking photos in the workplace, therefore, a sketch can be used;
- n) Recommendation of a follow-up ergonomic assessment of the same workstation and job/work activities/organization within 1 year in relation to proposed measure(s), if required.

8.2 In the event of a follow-up ergonomic assessment, the Contractor must amend and re-submit the ergonomic assessment written report to the Manager or the individual identified in the call-up.
The report must not include any medical information/diagnosis and must include:

- a) The name, location and contact information of the employee and Manager; the date, time and duration of the assessment; the name of the resource that conducted the follow-up ergonomic assessment including their contact information;
- b) Details of any final adjustments, modifications and further recommendations made.

9. Location

The Contractor must provide the services at the work location identified in the call-up.

10. Language

Services and deliverables must be made available in the official language identified in the call-up.

11. Service Standards

The Contractor must provide services in accordance with the table below unless otherwise identified in the call-up.

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Type	Acknowledge Receipt	Schedule Appointment	Complete Assessment	Submit Written Report
Ergonomic Assessment	Within 2 working days from the date of call-up.	Within 5 working days from the date of call-up.	Within 15 working days from the date of call-up.	Within 10 working days from the date the assessment was completed.

12. Minimum Mandatory Qualifications

At time of call-up, proposed resources¹ must meet the following minimum mandatory qualifications which includes, but are not limited to:

- a) A university degree, college certificate or diploma in ergonomics or in any of the following: psychology, kinesiology, physiotherapy, occupational therapy, occupational health nursing from a recognized Canadian university or the equivalent as established by a recognized Canadian academic credentials assessment service², if obtained outside Canada.
- b) Provided a minimum of 25 office ergonomic assessments within the last 2 years to outside clients³.

For each assessment, the resources must provide the background information including:

- Name of Client Organization
- Start and end Dates
- Roles and Responsibilities
- Client Representative's name
- Client Representative's telephone number

Reference may be contacted to verify the work performed.

¹ Resources are defined as the Contractor's employees and/or subcontracted personnel.

² The list of recognized organizations can be found under the Canadian Information Centre for International Credentials web site, at the following Internet link: <http://www.cicic.ca/indexe.stm>.

³ Outside client refers to a client that is external to the Contractor's own organization. Parent companies, affiliates, and subsidiaries are considered internal.

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13. Applicable Documents

- 13.1 The following documents will form part of the SOW to the extent specified herein, and is supportive of the SOW:
- Canada Labour Code, Part II (<http://laws.justice.gc.ca/eng/L-2/index.html>)
 - Canada Occupational Health and Safety Regulations (<http://laws.justice.gc.ca/en/L-2/SOR-86-304/index.html>)
 - Canadian Standards Association Guideline on Office Ergonomics (<http://shop.csa.ca/en/canada/office-ergonomics/csa-z412-00-r2005/invlt/27011972000pubs/>)
- 13.2 Additional applicable documents specific to the client's department, agency or Crown Corporation may be included with any individual call-up.

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Appendix 1

Measurement Worksheet

(See attachment)

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Appendix 2
Office Ergonomics Hazard Identification Report

(See attachment)

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ANNEX B

BASIS OF PAYMENT

1. The Contractor will be paid as specified below, for Work performed in accordance with the Contract. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax (GST/HST) is extra, if applicable.

- 1.1 Ergonomic Assessment. The Contractor will be paid firm all inclusive price per assessment as follows:

Region	Firm All Inclusive Price per Initial Assessment
	\$

Metropolitan Area	Firm All Inclusive Price per Initial Assessment
	\$

- 1.2 Any Follow-up Ergonomic Assessment. The Contractor will be paid all inclusive fixed hourly rate as follows:

Region	All Inclusive Fixed Hourly Rate for any follow-up visit(s)
	\$

Metropolitan Area	All Inclusive Fixed Hourly Rate for any follow-up visit(s)
	\$

2. Travel and Living Expenses

- 2.1 For Work to be performed at the work location identified in the call-up within a Region (not including Metropolitan Area)

- (a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:
- i. services provided within 100 km of the work location identified in the call-up; and
 - ii. any travel between the Contractor's place of business or the proposed resource work location and the work location identified in the call-up.
- (b) For services provided outside the 100 km radius: 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-eng.asp), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees"; and
- (c) For Work to be performed outside the 100 km radius: 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 Follow-up Ergonomic Assessment, for travel occurring within a twenty-four hour period, without any allowance for overhead or profit, up to a maximum of 4 hours per required travel. Actual time for travel will be paid in accordance with the following formula:

Travel time hours x all inclusive fixed hourly rate x 0.50

2.2 For Work to be performed at the work location identified in the call-up within a Metropolitan Area (not including the Regions)

(a) Canada will not accept any travel and living expenses incurred by the Contractor in the performance of the Work, for:

- i. services provided within the Metropolitan Area; and
- ii. any travel between the Contractor's place of business or the proposed resource work location and the work location identified in the call-up.

(b) For services to be provided outside of the Metropolitan Area: 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/pubs_pol/hrpubs/TBM_113/menu-travel-voyage-eng.asp, and with the other provisions of the directive referring to "travellers", rather than those referring to "employees"; and

(c) For services to be provided outside of the Metropolitan Area: 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 Follow-up Ergonomic Assessment, for travel occurring within a twenty-four hour period, without any allowance for overhead or profit, up to a maximum of 4 hours per required travel. Actual time for travel will be paid in accordance with the following formula:

Travel time hours x all inclusive fixed hourly rate x 0.50

2.3 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.

2.4 All travel including travel time must have the prior authorization of the Project Authority identified in the call-up.

2.5 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. Cancellation

If Canada cancels or reschedules an appointment without providing a written notice of at least 24 hours,

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the Contractor will be paid as follows:

More than 24 hours prior to Scheduled Appointment	24 hours or less prior to Scheduled Appointment
No charge	100% of Firm All Inclusive Price per Assessment or All Inclusive Fixed Hourly Rate

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ANNEX C

REGION/METROPOLITAN AREA DEFINITIONS

Region/Metropolitan Area	Definition
Atlantic Region	Includes Newfoundland, Nova Scotia, New Brunswick, and Prince Edward Island.
Halifax Sub-region	Bounded on the west by a north-south line running from Kentville to Bridgewater, on the north by a west-east line running from Kentville to Truro, on the east by a line north-south line from Truro to Tangier, on the south by the Atlantic ocean.
Moncton Sub-region	Bounded on the west by the a north-south line running from Carleton to Saint John, on the north by the Northumberland Strait , on the east and the south by the Nova Scotia border.
Quebec Region	The province of Quebec with the exception of the National Capital Region.
Quebec City Sub-region	Bounded on the west by a north-south line running from Lac-Jacques-Cartier to Trois-Rivières, as far north as Baie-St-Paul on the North shore and St-Jean-Port-Joli on the South Shore, on the east by a north-south line running from St-Jean-Port-Joli to St-Georges, on the south by a west-east line running from St-Georges to Trois-Rivières.
Montreal Sub-region	Bounded on the west by the Ontario border and a north-south line running from Ste-Agathe-des-Monts to Carillon, as far north as Louiseville, on the east by a north-south line from Louiseville, passing by Drummondville, to Bromont, on the south by the USA border.
Ontario Region	The province of Ontario with the exception of the National Capital Region.
Toronto Sub-region	Bounded on the west by a south-north line running from Burlington to Caledon, on the north by a west-east line running from Caledon to Newmarket, on the east by a north-south line from Newmarket to Oshawa, on the south by the Lake Ontario.
National Capital Sub-region	Bounded on the west by a north-south line running from Petawawa to Kingston, as far north as Maniwaki, Quebec, on the east by the Ontario-Quebec border on the south by the St. Lawrence River (includes Gatineau-Maniwaki and Masson-Angers areas).
Western Region	Includes Manitoba, Saskatchewan, and Alberta.
Winnipeg Sub-region	Bounded on the west by a north-south line running from Portage la Prairie to Morris, on the north by a west-east line running from Morris to Reynolds, on the east by a north-south line from Reynolds to Netley, on the south by a east-west line from Netley to Portage la Prairie.
Saskatoon Sub-region	Bounded on the west by a north-south line running from North Battleford to Biggar, on the north by a west-east line running from North Battleford to Prince Albert, on the east by a north-south line from Prince Albert to Kenaston, on the south by a east-west line from Kenaston to Biggar.
Calgary Sub-region	Bounded on the west by a north-south line running from Canmore to High River, on the north by a west-east line running from Canmore to Olds, on the east by north-south line from Strathmore to Olds, on the south by a east-west line from Strathmore to High River.
Edmonton Sub-region	Bounded on the west by a north-south line running from Westlock to Gainford, on the north by a west-east line running from Westlock to Vegreville, on the east by north-south line from Vegreville to Ponoka, on the south by a east-west line from Ponoka to Gainford.
Pacific Region	Includes British Columbia and Yukon.
Vancouver	Bounded on the west by the Strait of Georgia, on the south by the USA

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Sub-region	border and by a north-south line from Lions Bay to Abbotsford.
Victoria Sub-region	Bounded on the west, south and north by the Strait of Georgia, on the east by a north-south line from Nanaimo to Sooke.