



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

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

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

**Request For a Standing Offer
Demande d'offre à commandes**

National Master Standing Offer (NMSO)
Offre à commandes principale et nationale (OCPN)

Canada, as represented by the Minister of Public Works and
Government Services Canada, hereby requests a Standing Offer
on behalf of the Identified Users herein.

Le Canada, représenté par le ministre des Travaux Publics et
Services Gouvernementaux Canada, autorise par la présente,
une offre à commandes au nom des utilisateurs identifiés
énumérés ci-après.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
Training and Specialized Services Division/Division de la
formation et des services spécialisés
Terrasses de la Chaudière 5th Floor
Terrasses de la Chaudière 5e étage
10 Wellington Street,
10, rue Wellington,
Gatineau
Québec
K1A 0S5

Title - Sujet Office Ergonomic Assessment Service Service d'évaluation ergonomique de bureau	
Solicitation No. - N° de l'invitation E60ZH-190000/E	Date 2022-08-08
Client Reference No. - N° de référence du client E60ZH-190000	GETS Ref. No. - N° de réf. de SEAG PW-\$\$ZH-150-41071
File No. - N° de dossier 150zh.E60ZH-190000	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2022-10-11 Heure Avancée de l'Est HAE	
Delivery Required - Livraison exigée See Herein – Voir ci-inclus	
Address Enquiries to: - Adresser toutes questions à: Hall, Mark	Buyer Id - Id de l'acheteur 150zh
Telephone No. - N° de téléphone (613)858-8626 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	
Security - Sécurité This request for a Standing Offer does not include provisions for security. Cette Demande d'offre à commandes ne comprend pas des dispositions en matière de sécurité.	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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**Request for Standing Offer (RFSO)
For
Office Ergonomic Assessment Services – Refresh 2**

This Request for Standing Offer (RFSO) is to solicit offers for a Standing Offer (SO) for the provision of Office Ergonomic Assessment Services to all federal government departments and crown corporations.

Offerors capable of meeting the requirements of this solicitation are invited to submit an offer.

Existing Offerors of SO: This RFSO is an opportunity to revise their financial offer and/or include additional information to their existing SO such as Regions/Metropolitan Areas. In such case, Existing Suppliers must submit an offer in accordance with this RFSO by the closing date and time indicated on Page 1 of this RFSO, and comply with the mandatory requirements of this solicitation.

Existing Offerors who received an SO under RFSO E60ZH-190000 not interested in revising their financial offer or submitting additional information to their existing SO such as Regions/Metropolitan Areas are not required to respond to this RFSO to retain the previously awarded SO.

New Offerors: In order to be considered for an SO, it is mandatory to submit an offer in accordance with this RFSO by the closing date and time indicated on Page 1 of this RFSO, and comply with the mandatory requirements of this solicitation.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven 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 Offer Preparation Instructions: 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 and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:
 - 7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
 - 7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Attachments include the pricing schedule, the mandatory technical criteria and the certifications.

The Annexes include the Statement of Work and its Appendixes, the Basis of Payment, the Security Requirements Check List, the Sample Quarterly Usage Report, the PWGSC-TPSGC FORM 942, the Insurance Requirements and any other annexes.

1.2 Summary

The purpose of this solicitation is to establish a National Master Standing Offer (NMSO) for processing call-ups related to Office Ergonomic Assessment Services for Federal Government Departments, Agencies and Crown Corporations.

The period for making Call-ups against the Standing Offer (SO) is from date of issuance to March 31, 2024.

The requirement is limited to Canadian services.

The Request for Standing Offers (RFSO) is to establish National Master Standing Offers for the requirement detailed in the RFSO, to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

Standing Offers resulting from this solicitation may be used to procure services for the following locations:

- Atlantic
 - Halifax
 - Moncton
- Quebec
 - Montreal
 - Quebec City
- National Capital
 - National Capital Region
- Ontario
 - Toronto
- Pacific
 - Vancouver
 - Victoria
- Western
 - Calgary
 - Edmonton
 - Saskatoon
 - Winnipeg

The definitions of the Regions and Metropolitan Areas, used within this RFSO are detailed here:
<http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html#no3>.

This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.

1.3 Security Requirements

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 [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.4 Debriefings

The 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.

1.5 Anticipated migration to an e-Procurement Solution (EPS)

Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.14 Transition to an e-Procurement Solution (EPS).

The Government of Canada's [press release](https://www.canada.ca/en/public-services-procurement/news/2018/07/government-of-canada-awards-contract-for-electronic-procurement-solution.html) provides additional information (<https://www.canada.ca/en/public-services-procurement/news/2018/07/government-of-canada-awards-contract-for-electronic-procurement-solution.html>).

1.6 Refresh Solicitation

A Notice will be posted on Buyandsell.gc.ca/tenders each year of the SO period to allow new suppliers to submit an offer. Suppliers may submit an offer for a SO by responding to the posted refresh terms and conditions in effect.

This process will also permit existing suppliers to modify their financial offer. It is not mandatory for existing suppliers to provide a response to a refresh solicitation.

As part of the financial evaluation, a new median will be calculated at each refresh using the new (for new suppliers), revised (for existing suppliers who have submitted new prices) and initial (for existing suppliers who have not revised their prices) financial offers. Existing suppliers who have not submitted a new financial offer will keep their SO regardless of the new median. Existing suppliers who have submitted a new financial offer will be evaluated according to the new median, and would have their current SO suspended if their financial offer is above the new median band. Suspended existing suppliers will have the opportunity to submit a revised financial offer at the subsequent refresh and have the suspension lifted if the proposed prices are within the median band.

Canada may issue an unlimited number of SOs and may continue to issue SOs to new bidders throughout the SO period.

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](#) (2018-05-22) 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: 60 days

Insert: 120 days

2.2 Submission of Offers

- (a) Offers must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit **via e-post Connect** by the date and time indicated on page one of the Request for Standing Offers.

Note: For bidders needing to register with epost Connect the email address is: tpsgc.dgareceptiondessomissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca. **Interested Bidders must register a few days prior to solicitation closing date.**

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

- (b) Due to the nature of the bid solicitation, 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 in the Attachment 2 to Part 3 - Certifications and additional information 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 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.

2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than 10 calendar days before the Request for Standing Offers (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 question(s) or may request that offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all offerors. Enquiries not submitted in a form that can be distributed to all offerors may not be answered by Canada.

2.5 Applicable Laws

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

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.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

(a) Epost Connect Bid Submission

- (i) Canada requires that the Bidder submit their electronic bid in accordance with section 08 of the 2003 Standard Instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.
- (ii) The bid must be gathered per section and separated as follows:
 - (A) Section I: Technical Bid
 - (B) Section II: Financial Bid
 - (C) Section III: Certifications
- (iii) Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- (iv) For further information please refer to article 08 - Transmission by facsimile or by epost Connect at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23#transmission-by-facsimile>.

Section I: Technical Offer

In their technical offer, Offerors should demonstrate their understanding of the requirements and explain how they will meet these requirements. Offerors should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the RFSO is not sufficient. In order to facilitate the evaluation of the offer, Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that offerors should consider when preparing their technical bid.

The Technical Offer must include the necessary documentation to support compliance to the Technical Criteria detailed in Attachment 1 to Part 4.

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.

Section II: Financial Offer

- a) Offerors must submit their financial offer in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The Offeror must include a single, firm all-inclusive price per assessment for the Region(s) and/or Metropolitan Area(s) where they can provide office ergonomic assessment services.
- b) Bidders must submit their prices FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.
- c) When preparing their financial offer, Offerors should review clause 4.1.2, Financial Evaluation, of Part 4 of the RFSO and article 7.5, Payment, of Part 7B of the RFSO.

Section III: Certifications and Additional Information

Offerors should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Offerors must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 2 to Part 3 - Certifications and Additional Information.
- b) Bidders should complete the interactive form electronically before printing the document for submission. Bidders should note that simply printing the document prior to completing it electronically may omit certain fields that would appear when filling out the form electronically, resulting in incomplete Certifications.
- c) The form should be signed.

ATTACHMENT 1 TO PART 3
Pricing Schedule

See attached Excel Spreadsheet Attachment 1 to part 3 – Pricing Schedule.pdf

ATTACHMENT 2 TO PART 3
Certifications and Additional Information

See attached PDF fillable Form - Attachment 2 to part 3 – Certifications and Additional Information.pdf

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 Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Refer to Attachment 1 to Part 4.

4.1.2 Financial Evaluation

For offer evaluation and offeror selection purposes only, the evaluated price of an offer will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

Step 1:

- i) For each Total In-Person Ergonomic Assessment, a median price range for each Region/Metropolitan Area will be determined. The Total In-Person Ergonomic Assessment will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.
- ii) A median price range will be determined using all the compliant offers for virtual assessments using the Total Virtual Ergonomic Assessment of each offer. An Offeror who has submitted an offer to provide virtual assessments, will have a Total Virtual Ergonomic Assessment calculated in accordance with Attachment 1 to Part 3.

Step 2:

- i) The median will be calculated 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:

- i) The 40% median price range(s) will be calculated using the median.

Step 4:

- i) Any Offeror proposing a total evaluated price which exceeds 40% of the median price range will be declared non-responsive.
- ii) Any Offeror proposing a total evaluated price that is within or below the median price range of 40%, will be declared responsive and recommended for Standing Offer issuance.

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 below the median price range of 40%, as described in the financial evaluation.
- (b) Offers not meeting (i) or (ii) or (iii) will be declared non-responsive.
- (c) For each Region/Metropolitan Area, responsive offers will be recommended for issuance of a SO. If an Offeror has more than one responsive offer (within different regions/Metropolitan Areas as well as Virtual Assessments), only one SO will be recommended for issuance which will combine all region/areas and services.

For further clarity, the following are examples of Standing Offers with different service offerings:

Company Name	SO#	Region(s)	Metropolitan(s)	Virtual (yes/no)
ABC	E60ZH-190000/ABC/ZH	Atlantic, Quebec	Halifax, Quebec City	Yes
DEF	E60ZH-190000/DEF/ZH	n/a	Halifax	Yes
GHI	E60ZH-190000/GHI/ZH	Atlantic	n/a	No

ATTACHMENT 1 TO PART 4
Mandatory Technical Criteria

The Technical Offer must meet the mandatory technical criteria specified in the table below. The Offeror must provide the necessary documentation to support compliance. Offers which fail to meet the mandatory technical criteria will be declared non-responsive.

Mandatory Technical Criteria	
MT1	<p>The Offeror must demonstrate that they have provided a minimum of 150 office ergonomic assessments within the last five (5) years prior to bid closing. A list of a minimum of 150 office ergonomic assessments must be submitted.</p> <p>For each assessment, the Offeror must provide:</p> <ol style="list-style-type: none">1. Name of Client Organization or Company; and2. Start and End Dates. <p>For three (3) of those assessments, the Offeror must provide:</p> <ol style="list-style-type: none">1. Roles and Responsibilities; and2. Client Representative's name and phone number. <p><i>Reference may be contacted to verify the work performed.</i></p>

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be awarded a contract by using the Attachment 2 to Part 3.

The certifications provided by offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default 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 will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

6.1 Security Requirements

1. At the Request for Standing Offers closing date, 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 sites must meet the security requirements as indicate 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;
2. For additional information on security requirements, offerors should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-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 D".

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.

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1 Offer

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

7.2 Security Requirements

7.2.1 The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

1. The Offeror must, at all times during the performance of the 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 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 Offeror must comply with the provisions of the:
 - (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
 - (b) Industrial Security Manual (Latest Edition).

7.3 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.

7.3.1 General Conditions

2005 (2017-06-21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

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 in the report. If no goods or services is provided during a given period, the Offeror must 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:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31

- fourth quarter: January 1 to March 31

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

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from date of issuance to March 31, 2024.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name: Mark Hall
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Professional Services Procurement Directorate
Address: 10 Wellington, Gatineau, QC

Telephone: 613-858-8626
E-mail address: mark.hall@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Project Authority

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

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

7.5.3 Offeror's Representative

To be identified at time of issuance.

7.6 Identified Users

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

7.7 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. 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 process described below.
- e. The Offeror agrees only to perform individual Call-ups made by an authorized representative of Canada under this SO outlined below.
- f. The Identified User can direct a call-up to any of the Offerors who are listed under a SO, in accordance with the Government Contracts Regulations.
- g. The Identified User will provide a Service Request with the following information to the Offeror by e-mail:
 - i. Region/metropolitan area where the services are required;
 - ii. Name, work location and contact information of the employee;
 - iii. Name and contact information of the employee's Manager;
 - iv. Language of Work;
 - v. Authorization to travel, if required.
- h. The Offeror must confirm by e-mail within 2 working days of receiving the Service Request as to the availability to conduct the Work. If the Offeror confirms that it is unable to fulfill the requirement or does not submit a response within the above deadline, the Identified User can submit a Service Request to another Offeror. This process can be repeated until a call-up is issued.
- i. The Identified User will issue the Call-up to the Offeror using the Call-up instrument.
- j. For services provided in Regions where no Contractor is within a 150 km radius location, the User must choose lowest price including travel and living expenses as defined in Annex B, Basis of Payment.

7.8 Call-up Instrument

The Work may be authorized or confirmed by the Identified User(s) using either Annex F, PWGSC-TPSGC 942 call-up form, the Offeror's website, telephone, credit card or other electronic form.

7.9 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$25,000.00 (Applicable Taxes included).

7.10 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 call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions - Standing Offers - Goods or Services;
- d) the supplemental general conditions 4008 (2008-12-12), Personal Information, apply to and form part of the Contract;
- e) the general conditions 2035 (2018-06-21) General Conditions – Higher Complexity – Services;
- f) Annex A, Statement of Work;
- g) Annex B, Basis of Payment;
- h) Annex C, Security Requirements Check List;
- i) Annex D, Insurance Requirements ;
- j) the Offeror's offer dated _____ (*insert date of offer*).

7.11 Certifications and Additional Information

7.11.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. 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.

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____ (*insert the name of the province or territory as specified by the Offeror in its offer, if applicable*).

7.13 Comprehensive Land Claims Agreements (CLCAs)

The Office Ergonomic Assessment Services SO will not include deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirements for deliveries of services within locations within the Yukon, Northwest Territories, Nunavut, Quebec, or Labrador that are subject to CLCAs will have to be treated as a separate procurement not forming part of the bid solicitation.

7.14 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory. Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

B. 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.

7.1 Statement of Work

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

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2035](#) (2018-06-21), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Supplemental General Conditions

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

7.3 Term of Contract

7.3.1 Period of the Contract

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

7.4 Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

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.

7.4 Payment

7.4.1 Basis of Payment - Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm all-inclusive price, as specified in Annex B. Customs duties are included 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 approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.4.2 Limitation of Expenditure

- (a) Canada's total liability to the Contractor under the any resultant Call-up will not exceed the total price specified in the call-up.
- (b) 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.

- (c) 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

7.4.5 Electronic Payment of Invoices – Call-up *(to be completed after SO issuance)*

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- (a) Visa Acquisition Card;
- (b) MasterCard Acquisition Card;
- (c) Direct Deposit (Domestic and International);
- (d) Electronic Data Interchange (EDI);
- (e) Wire Transfer (International Only);
- (f) Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

- (a) 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:

- (i) the call-up number;
 - (ii) a copy of the release document and any other documents as specified in the call-up; and
 - (iii) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses.
- (b) The original invoice must be forwarded to the project authority identified in the call-up for certification and payment.

7.6 Insurance Requirements

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

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

7.7 SACC Manual Clauses

A9068C (2010-01-11), Site Regulations
A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0705C (2010-01-11), Discretionary Audit
M3060C (2008-05-12) Canadian Content Certification

7.8 Cancelling or Rescheduling of Ergonomic Assessment

Without restricting any other terms and conditions of the Contract, any scheduled ergonomic assessment may be cancelled or rescheduled in whole or in part by Canada or the Contractor by giving a written notice at least 24 hours prior to the ergonomic assessment.

If Canada cancels or reschedules an ergonomic assessment 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".

If the Contractor cancels or reschedules an ergonomic assessment 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.

ANNEX A

STATEMENT OF WORK

1. Scope

1.1 Objective

The objective is to provide Federal Government Departments, Agencies and Crown Corporations across Canada with office ergonomic assessment (OEA) services.

1.2 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 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".

1.3 Terminology

Follow-up Ergonomic Assessment: Considered a Follow-up Assessment when performed within 6 months of the initial Ergonomic Assessment for the same workstation when any outstanding items or concerns which do not seem to have been mitigated by the initial recommendations or to ensure the ergonomic equipment has been installed to meet the needs of the employee.

Hazards: workplace conditions that pose the risk of injury to an employee. They include repetitive and forceful movements, vibrations, temperature extremes, static and postures.

OEA: Office Ergonomic Assessment

Outside clients: clients that are external to the Contractor's own organization, parent companies, affiliates, and subsidiaries.

Resources: Contractor's employees and subcontracted personnel

2. Reference Documents

The following documents will form part of the Statement of Work (SoW) to the extent specified herein, and is supportive of the SoW:

- a. Canada Labour Code, Part II (<http://laws-lois.justice.gc.ca/eng/acts/L-2/page-22.html#h-46>)
- b. Canada Occupational Health and Safety Regulations (<http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>)

Additional applicable documents specific to the client's department, agency or Crown corporations may be included with any individual call-up.

3. Requirement

3.1 Scope of Work

The Contractor must provide OEA for employees on an "as and when required" basis. Follow-up assessments on the original OEA must also be provided if there is a need to assess the recommended changes that have been made with the equipment, to respond to any further concerns and provide additional education, on an "as and when required" basis.

3.2 Tasks

The Contractor must provide OEA services which include the following tasks:

- a. Acknowledge receipt of the call-up and propose a minimum of two availabilities for OEA to the employee by phone or by email within 2 working days from receipt of the call-up. The assessments dates must be offered and completed in the next 15 working days unless specified by the employee;
- b. Provide call back within 24 hours to offer an alternate appointment time in cases where an appointment cannot be booked at the first communication;
- c. Provide appointment confirmation by call or email 2 working days before the assessment to avoid late cancellation;
- d. Identify and assess ergonomic needs, hazards and risk factors that may impact the employee's health and ergonomics requirements;
- e. Make immediate adjustments and modifications to employee's existing furniture and equipment, office accessories and office environment, if necessary;
- f. Provide education, recommendations and supporting documentation regarding workstation adjustments, posture, exercises and other useful tools to prevent, eliminate and/or reduce risks of injury;
- g. Submit Assessment Report in accordance with section 3.3 a. to the employee identified in the call-up within 10 working days from the date of the assessment;
- h. Discuss arising questions or issues the employee may have following the Assessment Report and recommended changes implemented;
- i. Schedule and conduct follow-up OEA according to the same task process.

3.3 Deliverables and Acceptance Criteria

The Contractor must submit a completed OEA Report (see Appendix 1 and 2) following each OEA or follow-up OEA, to the employee identified in the call-up.

3.4 Constraints

- a. The services must be available Monday to Friday except for statutory holidays applicable to the province where the service is rendered.
- b. The services must be available within the core working hours of 7:00 AM to 5:00 PM (local time). Evening hours (5:00 PM to 9:00 pm local time) must be made available to clients upon request.
- c. Services and deliverables must be made available in the official language identified in the call-up.
- d. The Contractor must provide the services at the work location identified in the call-up.
- e. The Contractor must provide services in accordance with the table below unless otherwise identified in the call-up or by the employee:

Acknowledge Receipt and Schedule Appointment	Within 2 working days from receipt of call-up
Complete OEA	Within 15 working days from receipt of call-up
Submit OEA Report	Within 10 working days from date of assessment

3.5 Support Provided by Canada

The employee identified in the call-up must:

- a. Ensure they are available for scheduled assessments; and
- b. Ensure they do not have any classified, protected, or confidential/sensitive information and documents on their desk and computer screen during the OEA.

3.6 Mandatory Qualifications

The resources conducting the assessments must have:

- a. A university degree, college certificate or diploma in Ergonomics, Kinesiology, Physiotherapy, Occupational Therapy or Occupational Health Nursing from a recognized Canadian Institution or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada; and
- b. Conducted a minimum of 25 OEA within the last 2 years to outside clients.

Note: Canada reserves the right to conduct evaluations and reference checks to verify that the resources meet the qualifications at any time during the Contract period. The SO Authority may request proof of education and experience as well as reference information.

4. Requirement of a Virtual Home Office Ergonomic Assessment

4.1 Scope of Work

A Virtual Home Office Ergonomic Assessment (VHOEA) is an assessment done virtually. It will be done to set up a home workstation in a way the employees can telework for an extended period of time. The SO holder can offer its services for such a service at the price detailed in the **Annex B- Basis of Payment**. The Contractor must provide a VHOEA for employees on an "as and when required" basis. Follow-up assessments on the original VHOEA must also be provided if there is a need to assess the recommended changes that have been made with the equipment, to respond to any further concerns and provide additional education, on an "as and when required" basis.

4.2 Tasks

The Contractor must provide VHOEA services which include the following tasks:

- Government Departments will send request for ergonomics assessment to the consultant. It is advised that the request also include who will be responsible for purchasing any recommended equipment (employee or employer).
- Consultant will arrange date / time for the assessment with the employee and then notify the employer of the assessment date / time.
- Identify and assess ergonomic needs, hazards and risk factors that may impact the employee's health and ergonomic requirements.
- Make immediate recommendations and work virtually with the employee to enable them to safely adjust and make modifications to their workstation.
- Consultant will then conduct an ergonomic assessment (approximately 30-40 min in duration).
- Consultant will issue a report with recommendations for workstation set-up and work habits. Any equipment recommendations will include online vendors.

4.3 Deliverables and Acceptance Criteria

The Contractor must submit a completed OEA Report (see Appendix 1 and 2) following each VHOEA or follow-up VHOEA, to the employee identified in the call-up.

4.4 Constraints

- a. The services must be available Monday to Friday except for statutory holidays applicable to the province where the service is rendered.
- b. The services must be available within the core working hours of 7:00 AM to 5:00 PM (local time). Evening hours (5:00 PM to 9:00 pm local time) must be made available to clients upon request.
- c. Services and deliverables must be made available in the official language identified in the call-up.
- d. The Contractor must provide the services virtually.
- e. The Contractor must provide services in accordance with the table below unless otherwise identified in the call-up or by the employee:

Acknowledge Receipt and Schedule Appointment	Within 2 working days from receipt of call-up
Complete VHOEA	Within 10 working days from receipt of call-up
Submit VHOEA Report	Within 10 working days from date of assessment

4.5 Support Provided by Canada

The employee identified in the call-up must:

- a. Ensure they are available for scheduled assessments.

4.6 Mandatory Qualifications

The resources conducting the assessments must have:

- a. A university degree, college certificate or diploma in Ergonomics, Kinesiology, Physiotherapy, Occupational Therapy or Occupational Health Nursing from a recognized Canadian Institution or the equivalent as established by a recognized Canadian academic credentials assessment service, if obtained outside Canada; and
- b. Conducted a minimum of 25 OEA within the last 2 years to outside clients.

Note: Canada reserves the right to conduct evaluations and reference checks to verify that the resources meet the qualifications at any time during the Contract period. The SO Authority may request proof of education and experience as well as reference information.

APPENDIX 1 TO ANNEX A

Measurement Worksheet

(See attached document)

APPENDIX 2 TO ANNEX A

Ergonomic Assessment Report

(See attached document)

ANNEX B

BASIS OF PAYMENT

1. Firm all-inclusive price

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 a firm all-inclusive price per assessment as follow:

Region	Price per assessment
	\$

Metropolitan Area	Price per assessment
	\$

1.2 Follow-up Ergonomic Assessment

The Contractor will be paid a firm all-inclusive price per follow-up assessment as follow:

Region	Price per assessment
	\$

Metropolitan Area	Price per assessment
	\$

The definitions of the Regions and Metropolitan Areas, used within this Standing Offer are detailed here: <http://www.tpsgc-pwgsc.gc.ca/app-acq/spc-cps/dznrrm-dnzmra-eng.html#no3>.

2. Firm all-inclusive price – Virtual Home Office Ergonomic Assessment

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.

2.1 Ergonomic Assessment

The Contractor will be paid a firm all-inclusive price per assessment of \$_____.

Services are available in the following languages:

Language available for Services	Yes/No
Services available in English	
Services available in French	

2.2 Follow-up Ergonomic Assessment

The Contractor will be paid a firm all-inclusive price per assessment of \$_____.

Language available for Services	Yes/No
Services available in English	
Services available in French	

3. Travel and Living Expenses

- (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 a 150 km radius of the Contractor's place of business; and
 - (ii) services provided within a Metropolitan Area.
- (b) For services provided outside a 150 km radius from the Contractor's place of business, 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";
- (c) All travel must have the prior authorization of the Project Authority identified in the call-up; and
- (d) 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.

4. Cancellation

If Canada cancels an appointment without providing a written notice of at least 24 hours, the Contractor will be paid the full price of the assessment and any travel and living expenses incurred.

ANNEX C

SECURITY REQUIREMENTS CHECK LIST

(See attached document)

ANNEX D

INSURANCE REQUIREMENTS

G2001C Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX E

QUARTERLY USAGE REPORT

(See attached document)

ANNEX F

PWGSC-TPSGC FORM 942

(See attached document)



Contract Number / Numéro du contrat E1602H-190000
Security Classification / Classification de sécurité UNCLASSIFIED

**SECURITY REQUIREMENTS CHECK LIST (SRCL)
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine: **Public Services and Procurement Canada** 2. Branch or Directorate / Direction générale ou Direction: **ACQB**

3. a) Subcontract Number / Numéro du contrat de sous-traitance: [] 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant: []

4. Brief Description of Work / Brève description du travail: **Office Ergonomic Assessment Services (NMSO)**

5. a) Will the supplier require access to Controlled Goods? / Le fournisseur aura-t-il accès à des marchandises contrôlées? No / Non Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? / Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques? No / Non Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? / Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) / Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) No / Non Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? / Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. No / Non Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage? / S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? No / Non Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada NATO / OTAN Foreign / Étranger

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays: []	Specify country(ies): / Préciser le(s) pays: []	Specify country(ies): / Préciser le(s) pays: []

7. c) Level of information / Niveau d'information

PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



E602H-190000

 Security Classification / Classification de sécurité
 UNCLASSIFIED
PART A (continued) / PARTIE A (suite)
 8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

If Yes, indicate the level of sensitivity:

Dans l'affirmative, indiquer le niveau de sensibilité :

 9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No Yes
 Non Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :

Document Number / Numéro du document :

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- | | | | |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS
COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL
CONFIDENTIEL | <input type="checkbox"/> SECRET
SECRET | <input type="checkbox"/> TOP SECRET
TRÈS SECRET |
| <input type="checkbox"/> TOP SECRET - SIGINT
TRÈS SECRET - SIGINT | <input type="checkbox"/> NATO CONFIDENTIAL
NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET
NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET
COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS
ACCÈS AUX EMPLACEMENTS | | | |

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

 10. b) May unscreened personnel be used for portions of the work?
 Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No Yes
 Non Oui

If Yes, will unscreened personnel be escorted?

Dans l'affirmative, le personnel en question sera-t-il escorté?

 No Yes
 Non Oui
PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**
 11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
 Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

 11. b) Will the supplier be required to safeguard COMSEC information or assets?
 Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No Yes
 Non Oui
PRODUCTION
 11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
 Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No Yes
 Non Oui
INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)
 11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
 Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No Yes
 Non Oui

 11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
 Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No Yes
 Non Oui



Contract Number / Numéro du contrat

E602H-190000

Security Classification / Classification de sécurité

UNCLASSIFIED

PART C - (continued) / PARTIE C - (suite)

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI																	
IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?

No
Non Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

No
Non Yes
Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



Contract Number / Numéro du contrat

E602H-190000

 Security Classification / Classification de sécurité
 UNCLASSIFIED

PART D - AUTHORIZATION / PARTIE D - AUTORISATION

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Jean-Sebastien Deslauriers	Manager	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
819-576-2845	—	Jean-Sebastien.Deslauriers@pwgsc.gc.ca
		Date
		13/09/2018

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

 15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?
 Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?
 No / Non Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Audrey St-Cyr	Supply Specialist	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
613-858-9049	—	Audrey.St-Cyr@pwgsc.gc.ca
		Date
		13/09/2018

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
		Saumur, Jacques 0
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

 Digitally signed by Saumur, Jacques 0
 DN: c=CA, o=GC, ou=PWGSC-TPSGC,
 cn=Saumur, Jacques 0
 Date: 2017.02.02 11:38:22 -0500

Jacques Saumur
 Contract Security Officer
 Contracts Security Division | Division des contrats sécurité /
 Contract Security Program | Programme de sécurité des contrats /
 Public Services and Procurement Canada | Services publics et Approvisionnement Canada
 Jacques.Saumur@tpsgc-pwgsc.gc.ca
 Telephone | Téléphone 613-948-1732
 Facsimile | Télécopieur 613-948-1712



Ergonomic Services Information Spreadsheet

SO E60ZH-190000/

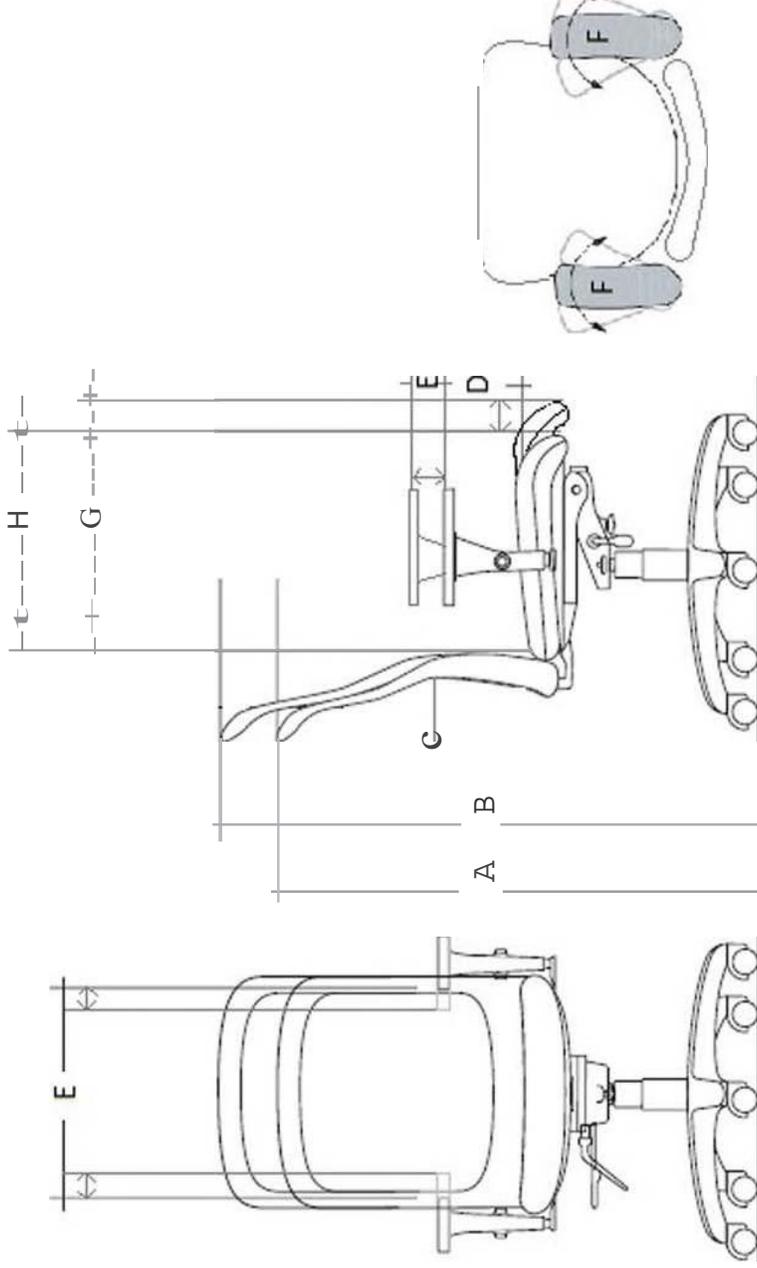
Quarterly Usage Report Instructions
Please provide the information requested below for all Office Ergonomic Assessment Services your firm provided to Canada for the appropriate quarterly period.

Period	Period to be Covered	Due on or before	Indicate Reporting Period (Period and Year)
1st	January 1 to March 31	April 15	
2nd	April 1 to June 30	July 15	
3rd	July 1 to September 30	October 15	Choose Period
4th	October 1 to December 31	January 15	Enter Year

Ergonomic Services	Call-up Number	Identified User	Telephone Number of Identified User	Start Date			End Date			Call-up Value	Cumulative Call-up Value
				DD	MM	YY	DD	MM	YY		
1 Select											\$0.00
2 Select											\$0.00
3 Select											\$0.00
4 Select											\$0.00
5 Select											\$0.00
6 Select											\$0.00
7 Select											\$0.00
8 Select											\$0.00
9 Select											\$0.00
10 Select											\$0.00
11 Select											\$0.00
12 Select											\$0.00
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26 Select											\$0.00
27 Select											\$0.00
28 Select											\$0.00
29 Select											\$0.00
30 Select											\$0.00
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38 Select											\$0.00
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41 Select											\$0.00
42 Select											\$0.00
43 Select											\$0.00
44 Select											\$0.00
45 Select											\$0.00
46 Select											\$0.00
47 Select											\$0.00
48 Select											\$0.00
49 Select											\$0.00
50 Select											\$0.00

Appendix 1 Measurement Worksheet

CHAIR PARAMETERS



A = Standard Back: Top not less than 450mm (17.7 in.)

B = High Back: Top not less than 525mm (20.6in.)

C = Fixed Lumbar Support Height: 150mm (5.9in.) to 250mm (9.8in.) or Adjustable. Lumbar Support Height 150mm (5.9in.) to 250mm (9.8in.)

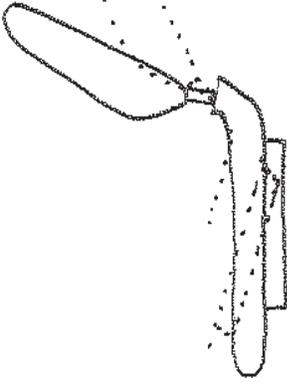
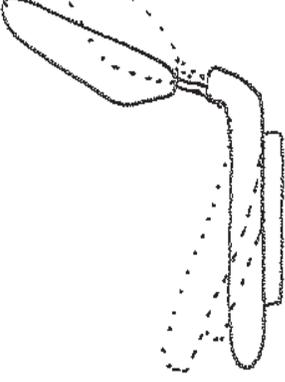
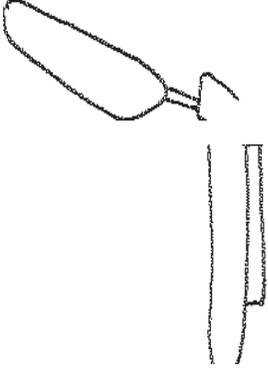
D = Fixed Armrest Height 20cm (7.9in.) to 25cm (9.8in.)

E = Adjustable. Armrest Height 176mm (6.9in) to 274mm (10.5in)

F = Armrest Swivel Adjustment: Minimum of 20° inwards and a minimum of 10° outwards

G = Adjustable Seat Depth: 420mm (16.5in) to 460mm (18.1in)

H = Medium Fixed Depth: 420mm (16.5in) to 460mm (18.1in)

Tilt Concurrently	Tilt in Unison	Independent
 <p>Seat and backrest angle opens up by simultaneous movement at a present ratio of greater than 1:1.</p> <p>Example: Synchro-tilt.</p>	 <p>Seat and backrest tilt in unison at a ratio of 1:1.</p> <p>Example: Knee-tilt.</p>	 <p>Seat angle and backrest angle to be adjustable independently of each other.</p> <p>Example: Multi-tilt.</p>
<p>ANSI/BIFMA XS.1 (Type I) CAN/CGBS-44 232-2008 (Tilting Chairs)</p>	<p>ANSI/BIFMA X5 1 (Type II) CAN/CGBS-44 232-2008 (Non-Tilting Chairs)</p>	

Chair: # Casters: _____

Items	Image	Actual Measurements (in or cm)	Recommended Measurements (in or cm)	Adjustable to meet recommended measurements	
				Yes	No
1. Seat pan Height					
2. Backrest Height					
3. Armrest Height					
4. Seat pan Width					
5. Armrest Width					
6. Backrest Width					
7. Lumbar support Height					
8. Seat pan depth					

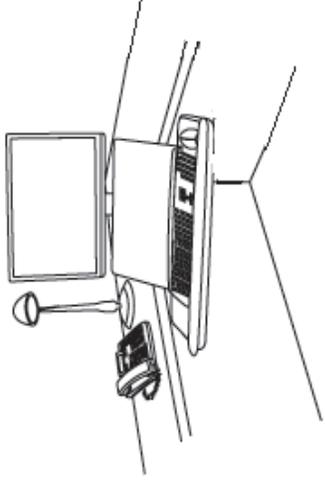
Keyboard Tray, Keyboard, Pointing Device and Palm Rest

Items	Image	Actual Measurements (in or cm)	Recommended Measurements (in or cm)	Adjustable to meet recommended measurements	
				Yes	No
1. Keyboard Tray Depth					
2. Keyboard Tray Width					
3. Keyboard Width					
4. Keyboard Depth					
5. Palm Rest Depth					
6. Palm Rest Width					
7. Pointing Device Width					
8. Pointing Device Depth					

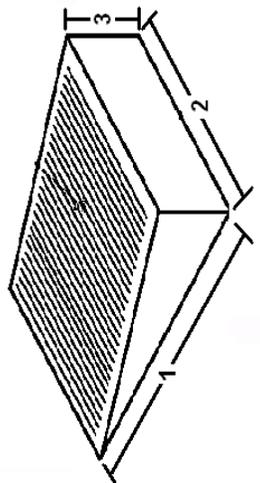
Desk, Monitor and Document Holder

Item	Image	Actual Measurement (in or cm)	Recommended Measurement (in or cm)	Adjustable to meet recommended measurements	
				Yes	No
1. Keyboard Tray Height					
2. Desk Height					
3. Monitor Height					
4. Monitor Depth					
5. Document Holder Depth					
6. Document Holder Height					

Lighting and Telephone: Is the Lighting adequate? Yes _____ No _____

Item	Image	Actual Measurement (in or cm)	Recommended Measurement (in or cm)	Adjustable to meet recommended measurements	
				Yes	No
Telephone (distance from edge of telephone to edge of desk)					

Footrest

Item	Image	Actual Measurement (in or cm)	Recommended Measurement (in or cm)	Adjustable to meet recommended measurements	
				Yes	No
1. Footrest Depth					
2. Footrest Width					
3. Footrest Height					

2. Job title:	What are the requirements of the job/work activities/organization of work and method in which the work activities are performed?
3. What are the characteristics of the employee's immediate workstation associated to the employee's work? (Add a picture or sketch as an appendix, if needed)	
4. What are the characteristics of the employee including the data? (Please complete Appendix 1)	
Height:	
Corrective Lenses:	Hand dominance:
	Mouse use:

5. What are the specific hazards the employee is exposed to and the effect to his/her health and safety; and how will the hazards be eliminated, reduced or protected against? (Refer to Appendix 1, attached)					
Describe the features of the tools/equipment that are causing a hazard or potential hazard.	Based on duration and frequency, what is the employee's exposure(s) to the hazard(s)?	Describe the real or potential effect of the exposure (i.e. discomfort, pain, etc.).	List adjustments made during the assessment.	Describe recommendations to be implemented and/or characteristics of equipment recommended to be provided.	
Chair					
Keyboard Tray					
Keyboard					
Palm Rest					
Pointing Device					
Monitor					
Desk/Work Surface					

Telephone (Distance, frequency of use)					
Desktop/laptop/other (Access to USB/CD drive, location)					
Footrest					
Document Holder					
Lighting					
Work Habits (Use of break, work organization, posture, etc.)					
Other					

6. If applicable, provide photos or sketches of pre and post adjustments.
7. Summary of education/recommendations provided to the employee.
8. Is there any other additional one-on-one training or education required that was not provided during this assessment?
9. Is a follow-up ergonomic assessment required?
10. Signatures
Consultant: _____ Date: _____
For internal use only
Manager: _____ Date: _____
Employee: _____ Date: _____