

**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 0A1/Noyau 0A1**  
**Gatineau**  
**Quebec**  
**K1A 0S5**  
**Bid Fax: (819) 997-9776**

**Revision to a Request for Supply**  
**Arrangement - Révision à une demande**  
**pour un arrangement en matière**  
**d'approvisionnement**

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

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

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Professional Services Online & Temporary Help  
Services Division/Division des services professionnels  
en ligne et d'aide temporaire  
11 Laurier St./11, rue Laurier  
10C1, Place du Portage III  
Gatineau  
Quebec  
K1A 0S5

<b>Title - Sujet</b> ProServices/ProServices	
<b>Solicitation No. - N° de l'invitation</b> E60ZT-120001/E	<b>Date</b> 2015-09-11
<b>Client Reference No. - N° de référence du client</b> E60ZT-120001	<b>Amendment No. - N° modif.</b> 011
<b>File No. - N° de dossier</b> 009zt.E60ZT-120001	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZT-009-27511	
<b>Date of Original Request for Supply Arrangement</b> 2014-03-31 <b>Date de demande pour un arrangement en matière d'app. originale</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-12-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>Address Enquiries to: - Adresser toutes questions à:</b> Hickey, Natasha	<b>Buyer Id - Id de l'acheteur</b> 009zt
<b>Telephone No. - N° de téléphone</b> (819) 956-6896 ( )	<b>FAX No. - N° de FAX</b> (819) 956-9235
<b>Delivery Required - Livraison exigée</b>	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	
<b>Security - Sécurité</b> This revision does not change the security requirements of the solicitation. Cette révision ne change pas les besoins en matière de sécurité de l'invitation.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Acknowledgement copy required</b>	<b>Yes - Oui</b>	<b>No - Non</b>
<b>Accusé de réception requis</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>The Offeror hereby acknowledges this revision to its Offer.</b> <b>Le proposant constate, par la présente, cette révision à son offre.</b>		
<b>Signature</b>	<b>Date</b>	
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)		
<b>For the Minister - Pour le Ministre</b>		

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E60ZT-120001/E

Amd. No. - N° de la modif.

011

Buyer ID - Id de l'acheteur

009zt

Client Ref. No. - N° de réf. du client

E60ZT-120001

File No. - N° du dossier

009ztE60ZT-120001

CCC No./N° CCC - FMS No/ N° VME

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**This Request for Supply Arrangement amendment 011 is raised to do the following:**

1. Incorporation of an additional Solicitation number.
2. Revision under Part 6, Section A. Supply Arrangement, Article 3. Standard Clauses and Conditions, sub-article 3.1 General Conditions.
3. Revision under Part 6, Section A. Supply Arrangement, Article 4. Term of Supply Arrangement, sub-article 4.1 Period of Supply of Supply Arrangement and 4.2 Request for Supply Arrangement (RFSA) Bid Solicitations.
4. Revision under Part 6, Section A Supply Arrangement, Article 5. Authorities, sub-article 5.2 Supplier's Representative.
5. Revision under Part 6, Section A. Supply Arrangement, Article 7. Priority of Documents.
6. Insert under Part 6, Section A Supply Arrangement, Article 16. Proactive Disclosure of Contracts with former Public Servants.
7. Revision under Part 6, Section B Bid Solicitation, Article 2. Bid Solicitation Process - Requirements Valued below NAFTA Threshold, sub-article 2.1 Bids.
8. Revision under Part 6, Section C Resulting Contracts Clauses, Article 14. Limitation of Liability - Information Management/Information Technology.
9. Insert under Part 6, Section C Resulting Contracts Clauses, Article 15. Liability.
10. Insert under Part 6, Section C Resulting Contracts Clauses, Article 16. Intellectual Property Infringement and Royalties.
11. Insert under Part 6, Section C Resulting Contracts Clauses, Article 17. No Responsibility to Pay for Work not performed due to Closure of Government Offices.
12. Insert under Part 6, Section C Resulting Contracts Clauses, Article 18. Translation of Documentation.
13. Insert under Part 6, Section C Resulting Contracts Clauses, Article 19. Replacement of Specific individuals.
14. Insert under Part 6, Section C Resulting Contracts Clauses, Article 20. Ownership.

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**1. Incorporation of an additional Solicitation number:**

The additional solicitation number associated to the ProServices solicitation E60ZT-120001 is E60ZT-152199 and incorporates the same terms and conditions as E60ZT-120001

**2. Revision under Part 6, Section A. Supply Arrangement, Article 3. Standard Clauses and Conditions, sub-article 3.1 General Conditions.**

**Delete:**

2020 (2012-11-19) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

**Insert:**

[2020 \(2015-07-03\) General Conditions - Supply Arrangement - Goods or Services](#), apply to and form part of the Supply Arrangement.

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**3. Revision under Part 6, Section A. Supply Arrangement, Article 4. Term of Supply Arrangement, sub-article 4.1 Period of Supply of Supply Arrangement and 4.2 Request for Supply Arrangement (RFSA) Bid Solicitations:**

**Delete** in its entirety Sub-article 4.1 and 4.2, and replace with the following:

**4.1 Period of Supply Arrangement**

The period of the Supply Arrangement is from award date to April 2, 2018.

Canada may, by notice in writing to all Supply Arrangement suppliers and by posting on the Government Electronic Tendering System (<https://buyandsell.gc.ca/procurement-data/tenders>) , cancel this Supply Arrangement or occupational categories or stream(s) by giving all Supply Arrangement suppliers at least 30 calendar days notice of the cancellation.

**4.2 Request For Supply Arrangement (RFSA) Bid Solicitations**

PWGSC intends to issue a re-competition bid solicitation to replace the ProServices Supply Arrangements in the Spring of 2017, although PWGSC reserves the right to choose to proceed with a different procurement vehicle for the requirement if it considers such action appropriate. Each such re-competition requires all bidders, including those who may have received a Supply Arrangement, to submit a bid in response to the re-competition. The terms and conditions of each re-competition may add, modify or remove Categories/Streams, and may otherwise modify the requirements of the previous re-competition. As such, each re-competition stands alone, separate and apart from any previous re-competition. While some aspects of a bidder's bid may incorporate by reference information already in the possession of Canada, commonly referred to as grandfathering, all the requirements of a solicitation must be met by each bidder by the submission due date.

**4. Revision under Part 6, Section A Supply Arrangement, Article 5. Authorities, sub-article 5.2 Supplier's Representative:**

**Delete:**

[Note to Supplier: This information is as per your arrangement and is available to be viewed by Clients via the Centralized Professional Services System (CPSS) website].

**5. Revision under Part 6, Section A. Supply Arrangement, Article 7. Priority of Documents:**

**Delete:**

- b. the general conditions 2020 (2012-11-19), General Conditions – Supply Arrangement – Goods or Services.
- d. the Supplier's Supply Arrangement dated (date specific to supply arrangement).
- e. the Supplier's proposal received in response to the Request for Supply Arrangement E60ZT-120001/D (or E60ZT-120001/E).

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**Insert:**

- b. the general conditions 2020 (2015-07-03), General Conditions – Supply Arrangement – Goods or Services.
- d. the Supplier's proposal received in response to the Request for Supply Arrangement E60ZT-120001 or E60ZT-152199.

**6. Under Part 6, Section A Supply Arrangement, Article 16. Proactive Disclosure of Contracts with former Public Servants:**

**Insert:**

**16. 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. Revision under Part 6, Section B Bid Solicitation, Article 2. Bid Solicitation Process - Requirements Valued below NAFTA Threshold, sub-article 2.1 Bids:**

**Delete** in its entirety Article 2. "Bid Solicitation Process – Requirements Valued below NAFTA Threshold" and replace with the following:

**2. Bid Solicitation Process – Requirements valued below the North American Free Trade Agreement (NAFTA) threshold**

**2.1 Bids**

Bids will be solicited for specific requirements within the scope of the Supply Arrangement from Suppliers who have been issued a Supply Arrangement.

Competitive Requirements: A minimum of two Suppliers must be invited by the client (Federal Department User) to submit a proposal via e-mail by:

- a. selecting by name two Suppliers from the CPSS Client Module, or
- b. selecting by name one Supplier from the CPSS Client Module and the second Supplier being selected randomly by the CPSS Client Module, or
- c. not selecting any Supplier by name in which case the CPSS Client Module will select by random two Suppliers.

The CPSS Client Module will automatically extend the search completed at a metropolitan area to the regional level, if the search results produce a list of less than 3 suppliers.

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The value of any bid, at the time of bid closing, must not exceed the North American Free Trade Agreement threshold (including all taxes, travel and living, amendments, etc.).

Direct Requirements: Federal Department Users may enter into a contract with a Supplier appearing in the results from a search conducted by a Client in the CPSS Client Module for contracts valued below \$25,000 (including taxes, travel and living, amendments, etc.) where the contracting officer deems it cost effective to do so, as permitted under the *Government Contracting Regulations* and provided that the Federal Department User meets all required internal approvals specific to their department.

A local office of a pre-qualified Supplier is also part of the search results, with a local office of a Supplier being defined as having at least 1 full time employee working at the location. This employee is not to be a shared resource. Pre-qualified Suppliers with local offices will also be displayed in a search result for a requirement less than \$25,000.

## 2.2 Minimum Period to submit bid

As part of the *harmonized business rules*, for competitive contracts valued below the NAFTA threshold, a minimum of five calendar days must be given to the bidders to respond. For direct contracting (contracts valued below \$25,000), it is up to the *Federal Department User* to determine the minimum number of days.

## 2.3 Identification of Contract Authorities

Provided a Client has the legal authority to contract, it may choose to award contracts under this Supply Arrangement below the NAFTA threshold (including taxes, travel and living, amendments, etc.). The Supplier agrees only to perform individual contracts made by an authorized representative of Canada pursuant to this SA that do not exceed the applicable Contract Authority value limitations.

## 8. Revision under Part 6, Section C Resulting Contracts Clauses, Article 14. Limitation of Liability - Information Management/Information Technology:

**Delete** in its entirety Article 14 entitled "Limitation of Liability – Information Management/Information Technology" and replace with the following text:

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#### **14. Limitation of Liability – Information Management/Information Technology**

(Applicable to IT Requirements only)

a. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees. This section applies regardless of whether the claim is based in contract, tort, or another cause of action. The Contractor is not liable to Canada with respect to the performance of or failure to perform the Contract, except as described in this section and in any section of the Contract pre-establishing any liquidated damages. The Contractor is only liable for indirect, special or consequential damages to the extent described in this Article, even if it has been made aware of the potential for those damages.

**b. First Party Liability:**

- i. The Contractor is fully liable for all damages to Canada, including indirect, special or consequential damages, caused by the Contractor's performance or failure to perform the Contract that relate to:
  - A. any infringement of intellectual property rights to the extent the Contractor breaches the section entitled "Intellectual Property Infringement and Royalties";
  - B. physical injury, including death.
- ii. The Contractor is liable for all direct damages affecting real or tangible personal property owned, possessed, or occupied by Canada.
- iii. Each of the Parties is liable for all direct damages resulting from its breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of its unauthorized disclosure of the other Party's trade secrets (or trade secrets of a third party provided by one Party to another under the Contract) relating to information technology.
- iv. The Contractor is liable for all direct damages relating to any encumbrance or claim relating to any portion of the Work for which Canada has made any payment. This does not apply to encumbrances or claims relating to intellectual property rights, which are addressed under (i.A) above.
- v. The Contractor is also liable for any other direct damages to Canada caused by the Contractor in any way relating to the Contract, including:
  - A. any breach of the warranty obligations under the Contract, up to the total amount paid by Canada (including any applicable taxes) for the goods and services affected by the breach of warranty; and
  - B. any other direct damages, including all identifiable direct costs to Canada associated with re-procuring the Work from another party if the Contract is terminated either in whole or in part for default, up to an aggregate maximum for this subparagraph (B) of the greater of [.75] times the total estimated cost (meaning the dollar amount shown on the first page of the Contract in the cell titled "Total Estimated Cost" or shown on other document used to order services under this instrument).
- vi. In any case, the total liability of the Contractor under paragraph (v) will not exceed the total estimated cost (as defined above) for the Contract.
- vii. If Canada's records or data are harmed as a result of the Contractor's negligence or willful act, the Contractor's only liability is, at the Contractor's own expense, to restore Canada's records and data using the most recent backup kept by Canada. Canada is responsible for maintaining an adequate backup of its records and data.

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**c. Third Party Claims:**

- i. Regardless of whether a third party makes its claim against Canada or the Contractor, each Party agrees that it is liable for any damages that it causes to any third party in connection with the Contract as set out in a settlement agreement or as finally determined by a court of competent jurisdiction, where the court determines that the Parties are jointly and severally liable or that one Party is solely and directly liable to the third party. The amount of the liability will be the amount set out in the settlement agreement or determined by the court to have been the Party's portion of the damages to the third party. No settlement agreement is binding on a Party unless its authorized representative has approved the agreement in writing.
- ii. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada by the amount finally determined by a court of competent jurisdiction to be the Contractor's portion of the damages to the third party. However, despite paragraph (i), with respect to special, indirect, and consequential damages of third parties covered by this Section, the Contractor is only liable for reimbursing Canada for the Contractor's portion of those damages that Canada is required by a court to pay to a third party as a result of joint and several liability that relate to the infringement of a third party's intellectual property rights; physical injury of a third party, including death; damages affecting a third party's real or tangible personal property; liens or encumbrances on any portion of the Work; or breach of confidentiality.
- iii. The Parties are only liable to one another for damages to third parties to the extent described in this paragraph c.

**9. Under Part 6, Section C Resulting Contracts Clauses, Article 15. Liability:**

**Insert:**

**15. Liability**

(Applicable to Non-IT Requirements Only)

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

**10. Under Part 6, Section C Resulting Contracts Clauses, Article 16. Intellectual Property Infringement and Royalties:**

**Insert:**

**16. Intellectual Property Infringement and Royalties**

- 1) The Contractor represents and warrants that, to the best of its knowledge, neither it nor Canada will infringe any third party's intellectual property rights in performing or using the Work, and that Canada will have no obligation to pay royalties of any kind to anyone in connection with the Work.



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- 2) If anyone makes a claim against Canada or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against Canada, according to [\*Department of Justice Act\*](#), R.S., 1985, c. J-2, the Attorney General of Canada must have the regulation and conduct of all litigation for or against Canada, but the Attorney General may request that the Contractor defend Canada against the claim. In either case, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- 3) The Contractor has no obligation regarding claims that were only made because:
- a) Canada modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - b) Canada used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
  - c) the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by Canada (or by someone authorized by Canada); or
  - d) the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Contracting Authority; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Government of Canada. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [supplier name], if requested to do so by either [Contractor name] or Canada, will defend both [Contractor name] and Canada against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to Canada for the claim.
- 4) If anyone claims that, as a result of the Work, the Contractor or Canada is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- a) take whatever steps are necessary to allow Canada to continue to use the allegedly infringing part of the Work; or
  - b) modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - c) take back the Work and refund any part of the Contract Price that Canada has already paid.

If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, Canada may choose either to require the Contractor to do (c), or to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse Canada for all the costs it incurs to do so.

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**11. Under Part 6, Section C Resulting Contracts Clauses, Article 17. No Responsibility to Pay for Work not performed due to Closure of Government Offices:**

**Insert:**

**17. No Responsibility to Pay for Work not performed due to Closure of Government Offices**

- (a) Where the Contractor, its employees, subcontractors, or agents are providing services on government premises under the Contract and those premises are inaccessible because of the evacuation or closure of government offices, and as a result no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if there had been no evacuation or closure.
- (b) If, as a result of any strike or lock-out, the Contractor or its employees, subcontractors or agents cannot obtain access to government premises and, as a result, no work is performed, Canada is not responsible for paying the Contractor for work that otherwise would have been performed if the Contractor had been able to gain access to the premises.

**12. Under Part 6, Section C Resulting Contracts Clauses, Article 18. Translation of Documentation:**

**Insert:**

**18. Translation of Documentation**

The Contractor agrees that Canada may translate in the other official language any documentation delivered to Canada by the Contractor that does not belong to Canada. The Contractor acknowledges that Canada owns the translation and that it is under no obligation to provide any translation to the Contractor. Canada agrees that any translation must include any copyright notice and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

**13. Under Part 6, Section C Resulting Contracts Clauses, Article 19. Replacement of Specific individuals:**

**Insert:**

**19. Replacement of Specific Individuals**

- 1) If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- 2) If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
  - (a) the name, qualifications and experience of the proposed replacement; and
  - (b) proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

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- 3) The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

**14. Under Part 6, Section C Resulting Contracts Clauses, Article 20. Ownership:**

**Insert:**

**20. Ownership**

- 1) Unless provided otherwise in the Contract, the Work or any part of the Work belongs to Canada after delivery and acceptance by or on behalf of Canada.
- 2) However if any payment is made to the Contractor for or on account of any Work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 3) Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to Canada in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 4) Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

**All other terms and conditions remain the unchanged.**