

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC  
Place du Portage, Phase III  
Core OA1\noyau OA1  
11 Laurier St.\11, rue Laurier  
Gatineau, Québec K1A 0S5  
Bid Fax: (613) 997-9776

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

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**  
Health Services Project Division (XF)/Division des  
projets de services de santé (XF)  
Place du Portage, Phase III, 12C1  
11 Laurier St./11 rue, Laurier  
Gatineau  
Gatineau  
K1A 0S5

<b>Title - Sujet</b> DSLMM PROJECT	
<b>Solicitation No. - N° de l'invitation</b> 24062-140104/A	<b>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> 24062-140104	<b>Date</b> 2013-11-22
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$XF-005-26490	
<b>File No. - N° de dossier</b> 005xf.24062-140104	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-12-31</b>	
<b>Time Zone</b> Fuseau horaire Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Maheson, Vaanee	<b>Buyer Id - Id de l'acheteur</b> 005xf
<b>Telephone No. - N° de téléphone</b> (819) 956-1770 ( )	<b>FAX No. - N° de FAX</b> (819) 956-8303
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See herein.	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

Solicitation No. - N° de l'invitation

24062-140104/A

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

24062-140104

Amd. No. - N° de la modif.

003

File No. - N° du dossier

005xf24062-140104

Buyer ID - Id de l'acheteur

005xf

CCC No./N° CCC - FMS No/ N° VME

---

## **QUESTIONS & ANSWERS**

### **Questions 1:**

Can you please clarify how we should fill out the fourth page of Annex D in the cases where the individuals being proposed do not have authority to bind the company themselves? Do all individuals attending the industry day and one-on-one meetings need to have this authority?

### **Answer 1:**

Individuals representing a Participating Supplier who do not have the authority to bind the company may still participate in the Engagement Process, provided that at least one individual from the Participating Supplier, with the authority to bind the company, has signed and submitted Annex D Terms and Conditions of Engagement Process. In this case, individuals representing a Participating Supplier that do not have the authority to bind the company are requested to sign the attached form (Annex E) in order to participate.

---

## ANNEX E

### TERMS AND CONDITIONS OF ENGAGEMENT PROCESS (MANDATORY FORM)

An overriding principle of the industry engagement is that it be conducted with the utmost fairness and equity between all parties. No one person or organization shall receive nor be perceived to have received any unusual or unfair advantage over the others.

All GC documentation provided throughout the industry engagement process, which begins with the industry day and concludes when an official RFP is published on the Government Electronic Tendering Service (GETS) or when the GC advises Participants that the Engagement Process has concluded ("Engagement Process"), will be provided to all participants who have agreed to and signed the Terms and Conditions of Engagement Process ("Participant").

The Engagement Process may involve the following activities:

1. Industry Day (an awareness/information session and open forum);
2. One-on-one meetings;
3. Request(s) for Information (RFI), as required;
4. Working group meetings, as required; and
5. Draft Request for Proposal.

The GC will not disclose proprietary or commercially sensitive information concerning a Participating Supplier to other Participating Suppliers or third parties, except and only to the extent required by law.

### TERMS AND CONDITIONS

The following terms and conditions apply to the Engagement Process. In order to encourage open dialogue, Participants agree:

- To discuss their views concerning the DSLM project and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions;
- Allow the GC to record and/or make notes during the one-on-one sessions and/or working group sessions should clarification of information be required;

- 
- To NOT reveal or discuss any information to the MEDIA/NEWSPAPER regarding the DSLM project during this Engagement Process. Any media questions will be directed to the PWGSC Media Relations Office at 819-956-2313;
  - To direct enquiries and comments only to authorized representatives of the GC, as directed in notices given by the Contracting Authority from time to time;
  - That the GC is not obligated to issue any Request for Proposal (RFP), or to award any Contract for the DSLM project;
  - That the GC retains absolute discretion over the terms and conditions of the RFP, if it is released;
  - That the GC will not reimburse any person or entity for any cost incurred in participating in this Engagement Process;
  - To direct all enquiries with regard to the procurement of the DSLM project to the Contracting Authority;
  - That participation is not a mandatory requirement. Not participating in this Engagement Process will not preclude a supplier from submitting a bid;
  - That a Draft RFP may be posted on GETS for industry comment;
  - That failure to agree to and to sign the Terms and Conditions will result in the exclusion from the Engagement Process;
  - That any information submitted to the GC as part of the Engagement Process may be used by the GC in the development of a subsequent competitive RFP. However, the Government is not bound to accept any expression of interest or to consider it further in any associated documents such as a RFP;
  - That the GC may disclose the names of Participating Suppliers that choose to participate in the Engagement Process;
  - That other Participants may join the Engagement Process at any time in the process; and,
  - That a dispute resolution process to manage impasses throughout this Engagement Process shall be adhered to as follows:

---

## Dispute Resolution Process

1. By informal discussion and good faith negotiation, each of the parties shall make all reasonable efforts to resolve any dispute, controversy or claim arising out of or in any way connected to this industry engagement.
2. Any dispute between parties of any nature arising out of or in connection with this industry engagement shall be resolved by the following process:
  - a. Any such dispute shall first be referred to the Participating Supplier's Representative and the PWGSC Manager managing the industry engagement. The parties will have three (3) business days in which to attempt to resolve the dispute;
  - b. In the event the representatives of the parties specified in Article 2.a. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Project Director and the PWGSC Senior Director of the Directorate responsible for managing the industry engagement. The parties will have three (3) business days to attempt to resolve the dispute;
  - c. In the event the representatives of the Parties specified in Article 2.b. above are unable to resolve the dispute, it shall be referred to the Participating Supplier's Chief Executive Officer and the PWGSC Director General of the Sector responsible for managing the industry engagement, who will have five (5) business days to attempt to resolve the dispute; and,
  - d. In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, the Contracting Authority shall within five (5) business days render a written decision which decision shall include a detailed description of the dispute and the reasons supporting the Contracting Authority's decision. The Contracting Authority shall deliver a signed copy thereof to the Participating Supplier.

Solicitation No. - N° de l'invitation

24062-140104/A

Amd. No. - N° de la modif.

003

Buyer ID - Id de l'acheteur

005xf

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

24062-140104

File No. - N° du dossier

005xf24062-140104

CCC No./N° CCC - FMS No/ N° VME

---

By signing this document, the individual represents that he/she agrees to be bound by all the terms and conditions contained herein.

**Name of  
Participating  
Supplier:**

---

**Name of Individual  
& Signature:**

---

**Telephone:**

---

**E-mail:**

---