

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
FPT.Project@forces.gc.ca

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
NATO Flying Training in Canada (NFTC) / Formation
de vol de l'OTAN au Canada
1 Nicholas Street/1, rue Nicolas
Suite 215/Suite 215
Room 253
Ottawa
Ontario
K1A 0S5

Title - Sujet Future Pilot Training - Industry Da	
Solicitation No. - N° de l'invitation W3471-130001/B	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W3471-130001	Date 2013-12-30
GETS Reference No. - N° de référence de SEAG PW-\$\$NF-006-24164	
File No. - N° de dossier 006nf.W3471-130001	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-01-08	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: FPT.Project@forces.gc.ca	Buyer Id - Id de l'acheteur 006nf
Telephone No. - N° de téléphone (613) 990-1605 ()	FAX No. - N° de FAX (613) 949-1971
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
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

FUTURE PILOT TRAINING

W3471-130001/B

INDUSTRY ENGAGEMENT PROCESS

RULES OF ENGAGEMENT

An overriding principle of the Industry Engagement Process is that it be conducted with the utmost of 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.

These Rules of Engagement (ROE) will apply beginning with the signing of this document and concluding with the release of the official Request for Proposal (RFP) on the Government Electronic Tendering Service (GETS).

All Crown documentation provided throughout the Industry Engagement Process, which begins with the Industry Day Engagement Session and concludes with the release of the official RFP ("Industry Engagement Process"), will be provided to all participants who have agreed to and signed the Rules of Engagement ("Participant").

The Industry Engagement Process may consist of Industry Engagement Sessions such as the Industry Day, One-on-One Industry meetings, Working Group Sessions and any other processes deemed necessary by Canada.

The Future Pilot Training (FPT) Letter of Interest was the first step in moving forward with the Industry Engagement Process.

In order to maximize the benefits of the Industry Engagement Process, Canada will endeavor to solicit comments from Participants on various issues raised. Any solutions, ideas or issues raised during the Industry Engagement Process will be analyzed for further consideration by Canada.

Any issues, recommendations, solutions or ideas raised during the One-on-One Industry meetings and accepted by Canada, shall be raised for discussion during follow-on Industry Engagement Sessions.

If required, an agenda with discussion topics and any available supporting documentation may be provided to Participants in advance of each Working Group Session. If required, a Record of Discussion following each Working Group Session will be distributed to all Participants.

A draft RFP may be made available to Participants.

Canada will not disclose proprietary or commercially sensitive information concerning a Participant to other Participants or third parties except and only to the extent required by law.

TERMS AND CONDITIONS:

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

1. Participants are expected to discuss their views concerning FPT and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions.
2. Participants will NOT reveal or discuss any information to the MEDIA/NEWSPAPERS regarding FPT during this Industry Engagement Process. If Participants receive a question from the Media, Participants are to direct the Media to contact the PWGSC Media Relations Office at 819-956-2315.
3. Participants are to direct inquiries and comments relating to FPT solicitation and its issues only to authorized representatives of Canada, as directed in notices given by Canada from time to time. Any written or verbal communication to unauthorized representatives of Canada may also be subject to full disclosure by Canada on GETS.
4. If Participants are approached verbally or in writing in relation to the FPT solicitation and its issues by any representatives of Canada not authorized through notices of the PWGSC Representative, they are not to respond in any matter, but rather to advise that representative of the Participant's obligations under these Rules of Engagement and to refer that representative to the PWGSC Representative.
5. Media cannot participate in Industry Engagement Sessions, following the first Industry Day, such as, One-on-One Industry meetings or Working Group Sessions.
6. Canada is not obligated to issue any RFP, or to negotiate any contract for FPT.
7. If Canada does release a RFP, the terms and conditions of the RFP shall be subject to Canada's absolute discretion.
8. Canada will not reimburse any person or entity for any cost incurred in participating in this Industry Engagement Process.
9. Participation is not a mandatory requirement. Not participating in this Industry Engagement Process will not preclude a bidder from submitting a proposal.

10. The final draft RFP will be released to all Participants for comments. If required, an Industry meeting or Working Group Session will be organized.

11. Failure to agree to and sign the Rules of Engagement will result in the exclusion from participation in follow-on Industry Engagement Sessions, One-on-One Industry meetings and Working Group Sessions, and review of the final draft RFP. For greater clarity, agreement with the Rules of Engagement means compliance with the Rules of Engagement.

12. A dispute resolution process to manage impasses throughout this Industry Engagement Process shall be adhered to as follows. All requests to use the dispute resolution process shall be directed to the PWGSC Representative who will make the appropriate arrangements.

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 with this Industry Engagement Process.
2. Any dispute between the Parties of any nature arising out of or in connection with this Industry Engagement Process shall be resolved by the following process:
 - a. Any such dispute shall first be referred to the Participant's Manager and the PWGSC Manager managing the Industry Engagement Process. The Parties will have 3 business days in which to resolve the dispute.
 - b. In the event the representatives of the Parties specified Article 2.a. above are unable to resolve the dispute, it shall be referred to the Participant's Project Director and the PWGSC Senior Director of the Division responsible to manage the Industry Engagement Process. The parties will have 3 business days 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 Participant's Senior Representative responsible for this project and the PWGSC Director General, who will have 3 business days to resolve the dispute.
 - d. In the event the representatives of the Parties specified in Article 2.c. above are unable to resolve the dispute, it shall be referred to the Participant's CEO and the PWGSC Assistant Deputy Minister, Acquisitions Branch who will have 5 business days to resolve the dispute.

- e. In the event the representatives of the Parties specified in Article 2.d. above are unable to resolve the dispute, the PWGSC Representative shall within 5 business days render a written decision which decision shall include a detailed description of the dispute and the reasons supporting the PWGSC Representative's decision. The PWGSC Representative shall deliver a signed copy thereof to the Participant.

By signing this document, the individual represents that he/she has full authority to bind the Company listed below and that the individual and the company agree to be bound by all the terms and conditions contained herein.

Name of Company: _____

Name of individual: _____

Signature: _____

Date: _____

PWGSC Representative: Olivier Aubert

Signature: _____

Date: _____

Industry Canada Representative: (TBA)

Signature: _____

Date: _____

DND FPT Project Director: LCol P.A. Thauberger

Signature: _____

Date: _____