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**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

**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

Science Procurement Directorate/Direction de
l'acquisition de travaux scientifiques
Terrasses de la Chaudière, 4th Flo
10 Wellington Street
Gatineau
Quebec
K1A 0S5

Title - Sujet Robotiques de la station spatiale	
Solicitation No. - N° de l'invitation 9F052-190271/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client 9F052-190271	Date 2019-07-29
GETS Reference No. - N° de référence de SEAG PW-\$\$\$T-004-36696	
File No. - N° de dossier 004st.9F052-190271	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-31	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bergeron, Bruno	Buyer Id - Id de l'acheteur 004st
Telephone No. - N° de téléphone (450) 926-4562 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein	

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

Reason for Amendment

To revise the Rules of Engagement, deleting section 2.b.

1. At Rules of Engagement:

DELETE: Rules of Engagement document in its entirety

REPLACE: With the Rules of Engagement as follows:

RULES OF ENGAGEMENT

1.0 OVERVIEW

1.1. An overriding principle of Industry Engagement is that it be conducted with the utmost of fairness and equality between all parties. No one person or organization shall receive or be perceived to have received any unusual or unfair advantage over the others.

1.2. All Crown documentation provided throughout the Industry Engagement process, which begins with the publication on the Government Buy and Sell Service <https://buyandsell.gc.ca/procurement-data/tenders> of the Notice of Proposed Procurement (NPP) and concludes with the dissemination of the Summary of the feedback and outcomes, will be provided to all Respondents who have agreed to and signed the Rules of Engagement.

1.3. The engagement process will consist of the following events:

- a. Release of NPP;
- b. Industry Days;
- c. One-on-One Meetings;
- d. Release of One or More Follow-On RFIs (if necessary);
- e. Submission of responses; and
- f. Release of the Summary of the Feedback and Outcomes.

1.4. A number of consultations will be conducted on various topics to solicit Industry feedback/comments.

1.5. Canada will not disclose proprietary or commercially-sensitive information concerning a Respondent to other Respondents or third parties, except and only to the extent required by law.

2.0 TERMS AND CONDITIONS

2.1. The following terms and conditions apply to the engagement process. In order to encourage open dialogue, Respondents agree to:

- a. Discuss their views concerning the Lunar Gateway requirement and to provide positive resolutions to the issues in question. Everyone shall have equal opportunity to share their ideas and suggestions;

- b. DELETED; and
 - c. Direct inquiries and comments to the Procurement Office unless advised otherwise. Note that any communication to unauthorized representatives of Canada may be subject to full disclosure by Canada on the Government Buy and Sell Service.
- 2.2. In reference to the Industry Engagement process, Canada:
 - a. Is not obligated to issue any Request for Proposal (RFP), or to negotiate any contract for the Lunar Gateway project;
 - b. Will have absolute discretion over the terms and conditions of an RFP, if released; and
 - c. Will not reimburse any person or entity for any cost incurred in participating in this engagement process.
- 2.3. Additional information pertaining to the Industry Engagement process includes:
 - a. Participation is not mandatory. Not participating in this engagement process will not preclude an organization from further participation;
 - b. Failure to agree to and sign the Rules of Engagement will result in the exclusion from participation in this engagement process; and
 - c. A dispute resolution process to manage impasses throughout this engagement process shall be adhered to as detailed in the section immediately following.

3.0 DISPUTE RESOLUTION PROCESS

- 3.1. 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 engagement process.
- 3.2. Any dispute between the Parties of any nature arising out of or in connection with this engagement process shall be resolved by the following process:
 - a. Any such dispute shall first be referred to the Respondent's Representative and the PSPC Manager managing the Industry Engagement process. The parties will have three Business Days in which to resolve the dispute;
 - b. In the event the representatives of the Parties specified Article 3.2 a. above are unable to resolve the dispute, it shall be referred to the Respondent's Project Director and the PSPC Senior Director of the Division responsible for managing the Industry Engagement process. The parties will have three Business Days to resolve the dispute;
 - c. In the event the representatives of the Parties specified in Article 3.2 b. above are unable to resolve the dispute, it shall be referred to the Respondent's President and the PSPC Director General, who will have three Business Days to resolve the dispute.
 - d. In the event the representatives of the Parties specified in Article 3.2 c. above are unable to resolve the dispute, it shall be referred to the Respondent's Chief Executive Officer and the PSPC Assistant Deputy Minister, Acquisitions Branch who will have five Business Days to resolve the dispute.
 - e. In the event the representatives of the Parties specified in Article 3.2 d. above are unable to resolve the dispute, the Procurement Office shall within five Business

Days render a written decision which decision shall include a detailed description of the dispute and the reasons supporting the Procurement Office's decision. The Procurement Office shall deliver a signed copy thereof to the Respondent.

By signing this agreement, 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: _____

Telephone: _____ (Office)

_____ (Mobile)

E-mail: _____

Signature: _____

Date: _____

Correspondence: ☐ French/Français ☐ English/Anglais