

**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, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet GNU RADIO/USRP SYSTEM TRAINING	
Solicitation No. - N° de l'invitation W7714-145909/A	Date 2014-02-19
Client Reference No. - N° de référence du client W7714-145909	
GETS Reference No. - N° de référence de SEAG PW-\$\$ZH-130-27195	
File No. - N° de dossier 130zh.W7714-145909	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-10	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
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: Duret, Gregory	Buyer Id - Id de l'acheteur 130zh
Telephone No. - N° de téléphone (819) 956-0149 ()	FAX No. - N° de FAX (819) 956-9235
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 29 3701 CARLING AVE OTTAWA Ontario K1A0Z4 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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
11 Laurier St. / 11, rue Laurier
10C1, Place du Portage
Gatineau, Québec K1A 0S5

Delivery Required - Livraison exigée See Herein	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

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include: the Statement of Work

2. Summary

Defence Research & Development Canada (DRDC) has a requirement for one (1) week of software development training for the Universal Software Radio Peripheral (USRP) Software Defined Radio (SDR) platform to be delivered at DRDC Ottawa, 3701 Carling Avenue, Ottawa Ontario during the week of

March 24 – March 28 2014

The training will be provided through instructor lead training and must include both instructional lectures and hands-on laboratory exercises. The Contractor will be required to deliver the training to a maximum of 17 participants.

The Work to be performed is detailed under Annex A of the resulting contract clauses.

3. Security Requirement

There is no security requirement associated with the requirement.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation 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>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2013-06-01), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by electronic mail to PWGSC will not be accepted.

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 spending public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required in the Attachment 1 to Part 3 - Certifications and additional information form before contract award.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 working days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

5. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or

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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 bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications and Additional Information (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

This bid solicitation uses Portable Document Format (PDF) technology. To access the PDF form, bidders must have a PDF reader installed. If bidders do not already have such a reader, there are several PDF readers available on the Internet. It is recommended to use the latest version of PDF reader to benefit all features of the interactive forms

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work

Section II: Financial Bid

Bidders must submit their financial bid with the total amount of Applicable Taxes shown separately, if applicable.

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Section III: Certifications and Additional Information

In Section III of their bid, Bidders should provide the certifications required under Part 5 and, as applicable, any related documentation and Additional Information.

- a) Bidders must complete their Certifications and Additional Information by using the PDF fillable form in Attachment 1 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

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Attachment 1 to Part 3 Certifications and Additional Information

See attached PDF fillable Form - Attachment 1 to part 3 - certifications.pdf

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

MT1: The Bidder must demonstrate that they have delivered at least ten (10) USRP software training courses within the past twelve (12) months.

MT2: The Bidder must submit a copy of the training manual as described in section 2.4 a) of the SOW (in Microsoft Word or .PDF format)

Note: This training manual will include the delivery of USRP software training including the course content defined in Section 2.1 a) of the SOW

1.2 Financial Evaluation

- (a) Bidders must submit their financial bid in Canadian funds. The total amount of Applicable Taxes must be shown separately, as applicable.
- (b) Bidders must submit their price FOB destination; Canadian customs duties and excise taxes included, as applicable; and Applicable Taxes excluded.

2. Basis of Selection

The responsive bid with the lowest total evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must complete their certifications required under Part 5 by using the Attachment 1 to Part 3.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex A.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010C (2013-06-27) General Conditions- Services (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from 24 March 2014 - 28 March 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Greg Duret
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Training and Specialized Services Division
Address: Place du Portage III, 10C1
Telephone : 819-956-0149
E-mail address: gregory.duret@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Project Authority

The Project Authority for the Contract is:

(will be completed at contract award)

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The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

(will be completed at contract award)

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price of \$_____ Customs duties are included and Applicable Sales Tax is extra, if applicable.

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.

All Travel and Living expenses are included in the all inclusive firm lot price. Canada will not accept any other Travel and Living expenses.

6.2 Method of Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

7. Invoicing Instructions

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.

Invoices must be distributed as follows:

One copy must be forwarded to the address shown on page 1 of the Contract for certification and payment and one copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

9. 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 Articles of Agreement;
- (b) 2010C (2013-06-27) General Conditions - Goods or Services (medium complexity);
- (c) Annex A, Statement of Work;
- (d) the Contractor's bid dated _____.

10. Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

11. Limitation of Liability - Information Management/Information Technology

- (a) This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". 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 of the General Conditions 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 any breach of confidentiality under the Contract. Each of the Parties is also liable for all indirect, special or consequential damages in respect of any 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 each call-up, purchase order or other document used to order goods or services under this instrument), or \$1,000,000.00.

In any case, the total liability of the Contractor under subparagraph (v) will not exceed the total estimated cost (as defined above) for the Contract or \$1,000,000.00, whichever is more.

(vi) 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 back-up kept by Canada. Canada is responsible for maintaining an adequate back-up of its records and data.

(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 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 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 Sub-article (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.

The Parties are only liable to one another for damages to third parties to the extent described in this Sub-article (c).

ANNEX A STATEMENT OF WORK

SOFTWARE DEVELOPMENT TRAINING FOR THE UNIVERSAL SOFTWARE RADIO PERIPHERAL (USRP) SOFTWARE DEFINED RADIO PLATFORM

1.0 SCOPE

1.1 Objective:

Defence Research & Development Canada (DRDC) has a requirement for one (1) week of software development training for the Universal Software Radio Peripheral (USRP) Software Defined Radio (SDR) platform to increase skills, knowledge and to broaden the user community.

1.2 Background

The Cyber Operations and Signals Warfare (COSW) section at DRDC Ottawa provides scientific advice and engineering expertise to the Canadian Armed Forces. The COSW section employs various SDR platforms to conduct research and demonstrate signal processing concepts and techniques. Several versions of the USRP platform have been purchased and utilized in support of the research program.

1.3 Terminology

COSW - Cyber Operations and Signals Warfare
DRDC - Defence Research & Development Canada
SDR - Software Defined Radio
USRP - Universal Software Radio Peripheral
WLAN - Wireless Local Area Network

2.0 REQUIREMENTS

2.1 Tasks

The Contractor must deliver a one-week training course on USRP radio software development and GNU Radio software development. The training will be provided through instructor lead training and must include both instructional lectures and hands-on laboratory exercises. The Contractor will be required to deliver the training to a maximum of 17 participants.

a) The Contractor must provide a USRP software development training course that must cover, at a minimum, the following:

- i) Demonstrate WLAN functionality on the USRP platform. The demonstration can be a reference application, WLAN tools or signal processing functionality of WLAN subsystem components;
- ii) GNU Radio software development for the USRP platform;
- iii) Developing custom GNU Radio signal processing modules;
- iv) Writing custom GNU Radio blocks;
- v) Optimization of GNU Radio signal processing modules;
- vi) Monitoring the performance of USRP/GNU Radio modules; and
- vii) Event logging and stream tagging.

2.2 Location and Delivery

The training will be performed at DRDC Ottawa, 3701 Carling Avenue, Ottawa Ontario, K1A 0Z4

2.3 Timeframe and Delivery Dates

- a) The USRP software development training course will have a duration of five business (5) days
- b) The course will be delivered from Monday – Friday from 9:00 a.m. to 5:00 p.m
- c) The course is to be delivered the week of March 24 – March 28 2014

2.4 Deliverables

The Contractor must provide one training package per student for training purposes.

The training package must include the following:

- a) One training manual (hard copy) which will provide lecture material and laboratory exercise instructions
- b) One USRP development kit that is to include:
 - i) a USRP SDR platform;
 - ii) programming cables; and
 - iii) power supply

The participant will retain this training package after the course training is delivered.

2.5 Constraints

- a) The instructor must be able to conduct the training (read, communicate orally, and in writing) in English. All course materials including the training manual must also be provided in English.
- b) All course materials must be provided XX days to the participants prior to the start of the course

2.6 Support Provided by Canada

- a) A classroom at DRDC Ottawa will be provided for the training and will include audio visual capability.
- b) Each participant will have a workstation capable of connecting to a USRP and conducting software development. As a minimum, each workstation will support USB 2.0 or greater, and contain 4 GB of RAM.



Section III - Certifications and Additional Information

General Information

<input type="radio"/> The Bidder is a Joint Venture <input checked="" type="radio"/> The Bidder is not a Joint Venture			
?			
Solicitation No.	W7714-145909	Contact Name	
Procurement Business Number (PBN)		Mailing Address (Contact person)	
Bidder Legal Name		Phone Number (Contact person)	
Applicable Laws	Ontario	E-Mail Address (Contact person)	

1. Certifications

1.1 Certifications Required Precedent to Contract Award

Code of Conduct

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist in confirming that the certifications are true.

The Bidder is :

Federal Contractors Program (FCP) for Employment Equity (EE)

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity [FCP Limited Eligibility to bid](#) list available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the [FCP Limited Eligibility to bid](#), list at the time of contract award.

I understand and certify

I, the Bidder certifies, that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with such request by Canada will also render the bid non-responsive, or will constitute a default under the Contract.

Date

Check only one of the following :

The Bidder :

- certifies having no work force in Canada.
- certifies being a public sector employer.
- certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- certifies having a combined workforce in Canada of 100 or more employees; and certifies already having a valid and current [Agreement to Implement Employment Equity \(AIEE\)](#) in place with HRSDC-Labour.
- certifies having a combined workforce in Canada of 100 or more employees; and certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to HRSDC-Labour. As this is a condition to contract award, proceed to completing the form [Agreement to Implement Employment Equity\(LAB1168\)](#), duly signing it, and transmit it to HRSDC-Labour.

For further information on the Federal Contractors Program for Employment Equity visit [HRSDC-Labour's website](#).

Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

I understand and certify

2. Additional Information

Former Public Servant

Contracts awarded to public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in spending public funds. In order to comply with Treasure Board policies and directives on contracts with FPS, Bidders must provide the information required below before contract award.

"former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a) an individual;
- b) an individual who has incorporated;
- c) a partnership made of former public servants; or
- d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act \(PSSA\)](#), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S. 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#). R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes No

Signature : _____

Date