



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480C  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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**

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

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Title - Sujet</b> Cadastral Survey	
<b>Solicitation No. - N° de l'invitation</b> 23440-181318/A	<b>Date</b> 2018-04-20
<b>Client Reference No. - N° de référence du client</b> 23440-181318	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-008-7522	
<b>File No. - N° de dossier</b> TOR-7-40158 (008)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-05-08</b>	<b>Time Zone Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Leslie, Sandra	<b>Buyer Id - Id de l'acheteur</b> tor008
<b>Telephone No. - N° de téléphone</b> (905) 615-2069 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES MTB/MMSL/CONTRACTS 580 Booth St Ottawa Ontario K1A0E4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur</b>	
<b>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)</b>	
<b>Signature</b>	<b>Date</b>

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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 and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Electronic Payment Instruments, and the Federal Contractors Program for Employment Equity - Certification

### **2 Summary**

- a) By means of the RFP, NRCan is seeking proposals from Bidders for the provision of Cadastral survey for flooding easements on various Indian reserves within provinces of Ontario and Manitoba, in the vicinity of Lake of the Woods and Rainy Lake.
- b) Up to five (5) contracts may be awarded from this RFP, one for each area. Details of the Statement of Work for the locations are contained in Annex "A". Bidder may submit a proposal for any or all of the location, however a separate and complete proposal is required for each area.
- c) The requirement is subject to a preference for Canadian goods and/or services.
- d) The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 – Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.

### **3 Debriefings**

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## 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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 120 days

### 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.

### 3. Confidential Information for Bidding

In order to prepare a bid in response to the bid solicitation, suppliers must have access to information that is confidential or proprietary to Canada or a third party. It is a condition of the bid solicitation that bidders sign a Confidentiality Agreement substantially in the form set out in **Annex "D"** before being given access to such information at a facility identified in the bid solicitation or before it is provided to them as part of the bid solicitation.

### 4 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 the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "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 size of 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 Pension 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 ( )**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

#### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;

- 
- f. period of lump sum payment including start date, end date and number of weeks;
  - g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

## **5 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **6 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 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.

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## **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 (4 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

**1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B".

#### **1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "E" Electronic Payment Instruments, to identify which ones are accepted.



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If Annex "E" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **1.3 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **1.4 SACC Manual Clauses**

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### 1.1 Technical Evaluation - Mandatory Technical Criteria

The Bidder must demonstrate they meet the following mandatory technical criteria. Failure to meet any of the following mandatory technical criteria at bid closing will render the bid non-responsive and it will be given no further consideration.

Curriculum vitae and supporting documents must be included to demonstrate compliance to the mandatory technical criteria. If the supporting documentation is not provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

Item	Mandatory Requirement	Reference to Bidder's Proposal
M1	<p>The bidder must provide the name of one (1) Surveyor who will oversee the project.</p> <p>The Surveyor who will supervise the project must;</p> <ul style="list-style-type: none"><li>a) hold a membership license in Association of Canada Lands Surveyors; and</li><li>b) have a minimum of five (5) years of experience in cadastral surveying.</li></ul> <p>Proof of license and experience are required.</p>	<p>PAGE(S) AND/OR SECTION NUMBER: _____</p>
M2	<p>The Bidder MUST hold a valid permit pursuant to the Canada Lands Surveyor Regulations (SOR /99-142) at bid closing.</p> <p>Proof of a valid permit is required.</p>	<p>PAGE(S) AND/OR SECTION NUMBER: _____</p>
M3	<p>The Bidder MUST have completed at least five (5) projects on Canada Lands or proposed Canada Lands.</p> <p>Bidder must provide a list 5 completed projects and descriptive details for each project.</p>	<p>PAGE(S) AND/OR SECTION NUMBER: _____</p>

Item	Mandatory Requirement	Reference to Bidder's Proposal
M4	The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board. Bidder must provide with their bid;  A copy of valid Certificate of Clearance from WSIB; and A copy of their company safety policy.  Proof of certification and safety policy are required.	PAGE(S) AND/OR SECTION NUMBER: _____
M5	Bidder must provide a statement indicating/demonstrating compliance with the project timelines indicated in the Statement of Work.	PAGE(S) AND/OR SECTION NUMBER: _____
M6	Bidder must indicate employment opportunity will be made available to the local First Nation.	PAGE(S) AND/OR SECTION NUMBER: _____
M7	The Bidder must provide the names and CV of key replacement personnel with their proposal, including, as a minimum, the replacement personnel for the Supervising Surveyor and the Party Chief.	PAGE(S) AND/OR SECTION NUMBER: _____

## 1.2 Financial Evaluation

The Bidder must complete and submit with its bid, pricing in accordance with Annex B - Basis of Payment, in Canadian funds.

Total Evaluated Bid Price will be calculated as follows;

- The price used in the evaluation will be the Firm Lot price for Milestone 1 and 2.
- The aggregate of Milestone 1 and 2 will be equal the total evaluated bid Price.

Up to five (5) contracts may be awarded from this RFP, one for each area. Details of the Statement of Work for the locations are contained in Annex "A". Bidder may submit a proposal for any or all of the location, however a **separate and complete proposal** is required for each area.

SACC Manual Clause **A0220T** (2014-06-26), Evaluation of Price.

## 2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### 1.2 Additional Certifications Required with the Bid

##### 1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

**The Bidder certifies that:**

( ) the services offered are Canadian services as defined in paragraph 4 of clause [A3050T](#).

##### 1.2.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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## 2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

### 2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### 2.2 Federal Contractors Program for Employment Equity - Bid Certification

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 at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the ["FCP Limited Eligibility to Bid"](#) list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

### 2.3 Additional Certifications Precedent to Contract Award

#### 2.3.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the

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Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

### **2.3.2 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.

## **PART 6 - RESULTING CONTRACT CLAUSES**

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **1 Statement of Work**

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

### **2 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 Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

#### **2.1 General Conditions**

[2035](#) (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### **3 Security Requirements**

**3.1** There is no security requirement applicable to the Contract.

### **4 Term of Contract**

#### **4.1 Period of the Contract**

The period of the contracts shall be from Contract award to December 31, 2018.

### **5 Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Sandra Leslie  
Title: Procurement Specialist  
Public Works and Government Services Canada  
33 City Centre Drive, Suite 480C  
Mississauga, ON. L5B 2N5

Telephone: 905-615-2069  
Facsimile: (905) 615-2060  
E-mail address: [sandra.leslie2@pwgsc-tpsgc.gc.ca](mailto:sandra.leslie2@pwgsc-tpsgc.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.

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## 5.2 Project Authority

The Project Authority for the Contract is: **(will be inserted at contract award)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail address: \_\_\_\_\_

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 (To Be Filled Out By bidder)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6 Proactive Disclosure of Contracts with Former Public Servants

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 Payment

### 7.1 Basis of Payment Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm lot price as specified in in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount at contract award)*. Customs duties are *included* and Applicable Taxes are extra.

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.

### 7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price



### 7.3 Milestone Basis of Payment - Milestone Payments - Subject to holdback

1. Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract, up to 80 percent of the amount claimed and approved by Canada if:

- a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1111-eng.html>), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required have been completed and accepted by Canada.

2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract if the Work has been accepted by Canada and a final claim for the payment is submitted

### 7.4 Schedule of Milestone

The schedule of milestones for which payments will be made in accordance with Annex B, Basis of Payment.

### 7.5 SACC Manual Clauses

A9117C – 2007-11-30, T1204 - Direct Request by Customer Department

### 7.6 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 8 Invoicing Instructions

Invoicing Instructions - Progress Payment Claim - Supporting Documentation not required

1. The Contractor must submit a claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment.  
Each claim must show:

- 
- a. all information required on form PWGSC-TPSGC 1111;
  - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
  - c. the description and value of the milestone claimed as detailed in the Contract.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
  3. The Contractor must prepare and certify one original and two (2) copies of the claim on form PWGSC-TPSGC 1111, and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

## **9 Certifications and Additional Information**

### **9.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### **9.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## **10 Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

---

## 11 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) the general conditions, 2035, (2016-04-04) Higher Complexity – Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Non-disclosure Agreement
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*)

## 12. Non-disclosure Agreement

The Contractor must obtain from its employee(s) or subcontractor(s) the completed and signed non disclosure agreement, attached at **Annex C**, and provide it to the Project Authority before they are given access to information by or on behalf of Canada in connection with the Work.

## 13 Insurance

*SACC Manual* clause G1005C (2016-01-28) Insurance - No Specific Requirement

## 14 SACC Manual clause

A0285C, (2007-05-25), Workers Compensation  
A3060C, (2008-05-12), Canadian Content Certification

## ANNEX "A" STATEMENT OF WORK

### PROJECT SUMMARY

<b>Description:</b>	Survey of Flooding Easements
<b>Region of Survey:</b>	Ontario
<b>Location of Survey:</b>	Various Reserves abutting either Lake of the Woods, Rainy Lake, Winnipeg River or Seine River
<b>Type of Survey:</b>	Plan of Survey

### REQUIREMENT / SURVEY DESCRIPTION

NRCAN requires the provision of cadastral survey services for flooding easements on various Indian reserves within provinces of Ontario and Manitoba, in the vicinity of Lake of the Woods and Rainy Lake.

**National Standards:** National Standards for the Survey of Canada Lands at <http://www.nrcan.gc.ca/clss>.

### SPECIFIC REQUIREMENTS

Area 1:

Project #	Reserve
201714220	Rainy Lake IR 18C (06257)
201714221	Rainy Lake IR 17A (06243)
201714225	Rainy Lake IR 26A (06245)
201714226	Rainy Lake IR 26B (06246)
201714227	Rainy Lake IR 26C (06247)
201714234	Seine River IR 23B (06255)
201714249	Seine River IR 23A (06254)
201714250	Sturgeon Falls IR 23 (06256)

Area 2:

Project #	Reserve
201714215	Kenora IR 38B (06284)
201714235	Rat Portage IR 38A (06271)
201714236	The Dalles IR 38C (06265)

Area 3:

Project #	Reserve
201714217	Big Grassy IR 35G (06226)
201714222	Sabaskong Bay IR 32C (06291)
201714230	Sabaskong Bay IR 35C (06250)
201714231	Sabaskong Bay IR 35D (06251)
201714232	Sabaskong Bay IR 35F (06252)
201714233	Sabaskong Bay IR 35H (06253)
201714218	Lake of the Woods IR 35J (06227)
201714219	Obabikong IR 35B (06229)
201714251	Naongashing IR 35A (06228) (& 31A (06238))

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Area 4:

Project #	Reserve
201714212	Northwest Angle IR 34C & 37B (06279)
201714228	Northwest Angle IR 33B (06272)
201714209	Lake of the Woods IR 37 (06276)
201714210	Lake of the Woods IR 37B (06277)
201714207	Big Island IR 37 (06274)
201714208	Lake of the Woods IR 34 (06275)
201714211	Northwest Angle IR 34C (06278)
201714213	Northwest Angle IR 37C (06280)
201714252	Shoal Lake IR 37A (06282)
201714253	Shoal Lake IR 34B1 (06281)

Area 5:

Project #	Reserve
201714214	Whitefish Bay IR 34A (06283)
201714223	Whitefish Bay IR 32A (06292)
201714224	Yellowgirl Bay IR 32B (06293)
201714229	Whitefish Bay IR 33A (06273)

General Instructions for Flooding Easements and other details are located at:  
[ftp://ftp.nrcan.gc.ca/ess/sgb\\_pub/ORO/Treaty\\_3\\_Flooding/](ftp://ftp.nrcan.gc.ca/ess/sgb_pub/ORO/Treaty_3_Flooding/)

**Deliverables:**

Milestone	Description/Deliverable	Completion
1	Provisional Returns per General Instructions for Flooding Easements.	On or before September 17, 2018
2	Final Returns per General Instructions for Flooding Easements.	On or before October 31, 2018

## ANNEX "B" BASIS OF PAYMENT

*Upon issuance of the Contract, wording that is italicized will be deleted from Annex B.  
Firm Lot Price - The Bidder must complete Annex B and include it in their financial proposal.*

*UP TO FIVE (5) CONTRACTS MAY BE AWARDED FROM THIS RFP, ONE FOR EACH AREA.*

1. The Bidder is required to submit firm all-inclusive prices, for the deliverable identified below.
2. The firm all-inclusive prices in the pricing schedule detailed in Annex B must include profit, overhead expenses such as administrative support, word processing, office supplies, other operating costs and equipment fees and the total cost of all travel and living expenses. No additional payments, for example fees or disbursement will be permitted.
3. Prices shall be in Canadian funds, GST/HST extra, FOB Destination, Customs Duties and Excise Taxes included as applicable.
4. The total amount of GST or HST is to be shown separately, if applicable.

### AREA 1

Project #	Reserve
201714220	Rainy Lake IR 18C (06257)
201714221	Rainy Lake IR 17A (06243)
201714225	Rainy Lake IR 26A (06245)
201714226	Rainy Lake IR 26B (06246)
201714227	Rainy Lake IR 26C (06247)
201714234	Seine River IR 23B (06255)
201714249	Seine River IR 23A (06254)
201714250	Sturgeon Falls IR 23 (06256)

Milestone	Description/Deliverable	Completion	Firm Lot Price
1	Provisional Returns per General Instructions for Flooding Easements.	September 17, 2018	\$ _____
2	Final Returns per General Instructions for Flooding Easements.	October 31, 2018	\$ _____
<b>AREA 1 - TOTAL FIRM LOT PRICES</b> \$ _____ ( GST/HST extra)			

Note: No advance payment will be considered.

**AREA 1: TOTAL EVALUATED PRICE** \$ \_\_\_\_\_

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**AREA 2**

Project #	Reserve
201714215	Kenora IR 38B (06284)
201714235	Rat Portage IR 38A (06271)
201714236	The Dalles IR 38C (06265)

Milestone	Description/Deliverable	Completion	Firm Lot Price
1	Provisional Returns per General Instructions for Flooding Easements.	September 17, 2018	\$_____
2	Final Returns per General Instructions for Flooding Easements.	October 31, 2018	\$_____

**AREA 2 - TOTAL FIRM LOT PRICE \$\_\_\_\_\_ ( GST/HST extra)**

Note: No advance payment will be considered.

**AREA 2: TOTAL EVALUATED PRICE \$\_\_\_\_\_**

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### AREA 3

Project #	Reserve
201714217	Big Grassy IR 35G (06226)
201714222	Sabaskong Bay IR 32C (06291)
201714230	Sabaskong Bay IR 35C (06250)
201714231	Sabaskong Bay IR 35D (06251)
201714232	Sabaskong Bay IR 35F (06252)
201714233	Sabaskong Bay IR 35H (06253)
201714218	Lake of the Woods IR 35J (06227)
201714219	Obabikong IR 35B (06229)
201714251	Naongashing IR 35A (06228) (& 31A (06238))

Milestone	Description/Deliverable	Completion	Firm Lot Price
1	Provisional Returns per General Instructions for Flooding Easements.	September 17, 2018	\$_____
2	Final Returns per General Instructions for Flooding Easements.	October 31, 2018	\$_____
<b>AREA 3 - TOTAL FIRM LOT PRICE</b> \$_____ ( GST/HST extra)			

Note: No advance payment will be considered.

**AREA 3: TOTAL EVALUATED PRICE** \$\_\_\_\_\_



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#### AREA 4

Project #	Reserve
201714212	Northwest Angle IR 34C & 37B (06279)
201714228	Northwest Angle IR 33B (06272)
201714209	Lake of the Woods IR 37 (06276)
201714210	Lake of the Woods IR 37B (06277)
201714207	Big Island IR 37 (06274)
201714208	Lake of the Woods IR 34 (06275)
201714211	Northwest Angle IR 34C (06278)
201714213	Northwest Angle IR 37C (06280)
201714252	Shoal Lake IR 37A (06282)
201714253	Shoal Lake IR 34B1 (06281)

Milestone	Description/Deliverable	Completion	Firm Lot Price
1	Provisional Returns per General Instructions for Flooding Easements.	September 17, 2018	\$ _____
2	Final Returns per General Instructions for Flooding Easements.	October 31, 2018	\$ _____
<b>AREA 4 - TOTAL FIRM LOT PRICES</b> \$ _____ ( GST/HST extra)			

Note: No advance payment will be considered.

**AREA 4: TOTAL EVALUATED PRICE** \$ \_\_\_\_\_

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**AREA 5**

Project #	Reserve
201714214	Whitefish Bay IR 34A (06283)
201714223	Whitefish Bay IR 32A (06292)
201714224	Yellowgirl Bay IR 32B (06293)
201714229	Whitefish Bay IR 33A (06273)

Milestone	Description/Deliverable	Completion	Firm Lot Price
1	Provisional Returns per General Instructions for Flooding Easements.	September 17, 2018	\$ _____
2	Final Returns per General Instructions for Flooding Easements.	October 31, 2018	\$ _____
<b>AREA 5 - TOTAL FIRM LOT PRICE for Area 5 \$ _____ ( GST/HST extra)</b>			

Note: No advance payment will be considered.

**AREA 5: TOTAL EVALUATED PRICE \$ \_\_\_\_\_**

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## ANNEX "C" NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, recognize that in the course of my work as an employee or subcontractor of \_\_\_\_\_, I may be given access to information by or on behalf of Canada in connection with the Work, pursuant to Contract Serial No. \_\_\_\_\_ between Her Majesty the Queen in right of Canada, represented by the Minister of Public Works and Government Services and \_\_\_\_\_, including any information that is confidential or proprietary to third parties, and information conceived, developed or produced by the Contractor as part of the Work. For the purposes of this agreement, information includes but not limited to: any documents, instructions, guidelines, data, material, advice or any other information whether received orally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the performance of the Contract.

I agree that I will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form any information described above to any person other than a person employed by Canada on a need to know basis. I undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or oral instructions issued by Canada, to prevent the disclosure of or access to such information in contravention of this agreement.

I also acknowledge that any information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and must remain the property of Canada or a third party, as the case may be.

I agree that the obligation of this agreement will survive the completion of the Contract Serial No.: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

---

## ANNEX "D" CONFIDENTIALITY AGREEMENT

TO: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("CANADA"), AS REPRESENTED BY THE MINISTER OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA

The description of the requirement of bid solicitation No. \_\_\_\_\_ contains information that is confidential or proprietary to Canada or to a third party (the Confidential Information) that is not to be disclosed or used in any way other than as set out below.

1. The Supplier agrees that:
  - a. it must not, without first obtaining the written permission of the Contracting Authority, disclose to anyone, other than an employee or a proposed subcontractor with a need to know, the Confidential Information;
  - b. it must not make copies of the Confidential Information or use it for any purpose other than for the preparation of a bid in response to the bid solicitation identified above;
  - c. at close or early termination of the bid period, it must immediately deliver the Confidential Information to the Contracting Authority as well as every draft, working paper and note that contains any information related to the Confidential Information.
2. The Supplier must require any proposed subcontractor referred to in (a) above to execute a Confidentiality Agreement on the same conditions as those contained in this agreement.
3. The Supplier acknowledges and agrees that it will be liable for any and all claims, loss, damages, costs, or expenses incurred or suffered by Canada caused by the failure of the Supplier, or by anyone to whom the Supplier discloses the Confidential Information to comply with these conditions.
4. Nothing in this Confidentiality Agreement should be construed as limiting the Supplier's right to disclose any information to the extent that such information:
  - a. is or becomes in the public domain through no fault of the Supplier or any proposed subcontractor;
  - b. is or becomes known to the Supplier from a source other than Canada, except any source that is known to the Supplier to be under an obligation to Canada not to disclose the information;
  - c. is independently developed by the Supplier; or
  - d. is disclosed under compulsion of a legislative requirement or any order of a court or other tribunal having jurisdiction.

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Name of Supplier

---

Signed by its authorized representative

---

Date

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## **ANNEX “E” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.*

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX "F" to PART 5 OF THE BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify 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 any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity \(LAB1168\)](#) to ESDC-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 ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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## **ANNEX "G" ADDITIONAL CERTIFICATIONS**

### **1. Board of Directors**

In accordance with Section 1, Integrity Provisions – Offer, Offerors are required to provide a list of their Board of Directors before contract award. Offerors are requested to provide this information in their bid.

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

Director Name - \_\_\_\_\_

### **2. Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Offerors are required to have a Procurement Business Number (PBN) before Standing Offer award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.