

**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**

<b>Title - Sujet</b> HAND TOOLS	
<b>Solicitation No. - N° de l'invitation</b> F7013-130021/A	<b>Date</b> 2013-12-20
<b>Client Reference No. - N° de référence du client</b> F7013-130021	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-404-64282	
<b>File No. - N° de dossier</b> hp404.F7013-130021	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-01-28</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Michele Mak	<b>Buyer Id - Id de l'acheteur</b> hp404
<b>Telephone No. - N° de téléphone</b> (819) 956-3947 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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**

**Vehicles & Industrial Products Division**  
**11 Laurier St./11, rue Laurier**  
**7A2, Place du Portage, Phase III**  
**Gatineau, Québec K1A 0S5**

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	FISHERIES & OCEANS C/O CCG (MSPV) 13 AKERLEY BLVD DARTMOUTH, NS B3B 1J6	F7013	DEPARTMENT OF FISHERIES AND OCEANS 3RD FL. 200 ELGIN ST MID-SHORE PATROL VESSEL C/O EUGENE HELLER OTTAWA Ontario K1A 0E6 Canada

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Del. Offered Liv. offerte
						Destination	FOB/FAM Plant/Usine	
1	Hand Tools Department of Fisheries and Oceans has a requirement for 154 tool items. Three (3) ship sets are required as per Annex "A" herein. Bidders are to quote one (1) Lot price per ship set.	D - 1	F7013	3	LOT	\$	XXXXXXXXXXXX	See Herein

## **REQUEST FOR PROPOSAL (RFP)**

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this Bid solicitation.

### **2. Requirement**

Department of Fisheries and Oceans requires Hand Tools as detailed herein, in accordance with:

Annex "A" - Mandatory Specifications / Hand Tools

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### **4. Interpretation**

The mandatory requirements stated in this Request for Proposal use the words "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

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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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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

Subsection **5.4 of 2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days

**Insert:** ninety (90) 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. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7) 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 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.

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#### 4. 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.

#### 5. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

#### 6. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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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 ( 2 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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 and
- (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 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.

### **2. Section I: Technical Bid**

In their technical bid, bidders must state in Annex "A" - Mandatory Specifications/ Hand Tools if they propose the part number(s) and manufacturer requested or an equivalent product.

Bidders must complete and submit by the bid closing date and time the following;

Annex "A" - Mandatory Specifications / Hand Tools

#### **2.1 Equivalent Products**

2.1.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

2.1.3 Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.

2.1.4 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 3. Section II: Financial Bid

The Bidders must submit a **FIRM LOT PRICE** in the "Line item Detail" and in accordance with the Basis of Payment identified in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

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### 3.1 Exchange Rate Fluctuation

- 3.1.1 Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
- 3.1.2 Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
- 3.1.3 The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Applicable Taxes, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
- 3.1.4 The foreign value of the foreign currency component of the bid or negotiated price must be provided in the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
- 3.1.5 All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
- 3.1.6 Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
- 3.1.7 If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

- 3.1.8 Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with clause C3015C, C3020C, C3025C, or C3030C.

#### 4. Section III: Certifications and Additional Information

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

##### 4.1 Additional Information

Canada requests that bidders submit the following information:

##### 4.1.1 Delivery

While delivery of the vehicle is requested by February 28, 2014 the best delivery that can be offered is as follows:

Article 001 - QTY (154 Items comprise one ship set. Three (3) ship sets are required to be delivered to the Department of Fisheries and Oceans.

Multiple deliveries will not be accepted. All hand tools (154 items x 3 ship sets) must be delivered in a single shipment

Hand Tools will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

### **2. Technical Evaluation**

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in Section I - Technical Bid of Part 3 -BID PREPARATION INSTRUCTIONS:

Annex "A" - Mandatory Specifications / Hand Tools

### **3. Financial Evaluation**

- 3.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line item Detail"
- 3.2 Bids will be evaluated on an aggregate price basis for the item(s) and quantity(ies).

### **4. Basis of Selection**

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

## PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

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

#### 1.2 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 [http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) 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.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this contract.

### 2. Requirement

The Contractor must deliver Quantity 154 Hand Tool Items (154 Items X 3 Ships ) in accordance with The Department of Fisheries and Oceans Annex "A" - Mandatory Specifications / Hand Tools

### 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

**2010A (2013-04-25)**, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery of Hand Tools

Delivery of the Hand Tools must be made as follows:

Item 001 - QTY 154 x 3 Ship Sets must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

**Michele Mak**

Supply Specialist

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division, 7A2,  
Place du Portage, Phase 3,  
11 Laurier Street, Gatineau Quebec, K1A 0S5  
Telephone: 819 956-3947  
**E-mail: michele.mak@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.

## 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Technical Authority:

The Technical Authority for the Contract is: (To be inserted by PWGSC at time of contract award.)

The Technical Authority named above 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 Technical Authority, however the Technical 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.

## 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of their obligations under the Contract, the Contractor will be paid Firm Lot Prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, 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.

### 6.2 SACC Manual Clauses

H1000C Single Payment

2008-05-12

### 6.3 Exchange Rate Fluctuation Adjustment

- 6.3.1 The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which to be included in the adjustment amount.
- 6.3.2 For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- 6.3.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$Adjustment = FCC \times Qty \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])Qty quantity of units

- 6.3.4 The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
- 6.3.5 For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
- 6.3.6 The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments.

6.3.7 The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e [  $i_1 - i_0$  ) /  $i_0$  ]).

6.3.8 Canada reserves the right to audit any revision to costs and prices under this clause.

## 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. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Invoices must be distributed as follows:

- 1) The original and one copy of the Contractor's own invoice must be forwarded by mail to:

Department of Fisheries and Oceans  
Mid Shore Patrol Vessel  
200 Elgin Street  
Ottawa, Ontario  
K1A 0E6  
Attn: \_\_\_\_\_

- 2) One copy of all invoices to the PWGSC Contracting Authority.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 10. 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 2010A (2013-04-25) General Conditions - Goods (MediumComplexity);
- (c) Annex "A" - Mandatory Specifications/Hand Tools;
- (d) the Contractor's bid dated \_\_\_\_\_.

## 11. SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

G1005C

Insurance

2008-05-12

## 12. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 14. Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to:

Department of Fisheries and Oceans  
13 Ackerly Blvd  
Dartmouth, Nova Scotia  
B3B 1J6

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Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

The contact person for delivery is: \_\_\_\_\_ **(to be inserted by PWGSC at time of contract award)** .

## **15. Material**

Material supplied must be new, unused and of current production by manufacturer.

## **16. Packaging**

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment (as below deck cargo).

**Tools must must be packaged / shipped as complete ship sets. Three ship sets are required of 154 items each.**

# Annex "A" - F7013-130021/A

## Mandatory Specifications

Items are to be packaged as a ship set. ( 154 items comprise one ship set). Three (3) ship sets are required. (154 items = 1 Lot Price x 3 ships). Tools must be packaged/shipped as complete ship sets. All items will be awarded to one company. Multiple Contracts will not be awarded. One Lot Price (per ship set) must be inserted at Line Item Detail of the RFP. Products that are equivalent in fit, form, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- Designates the part number /manufacturer of the substitute product;
- Provides complete specifications and descriptive literature for the substitute product.
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1	Allen keys, 13 pcs, 1/20-3/8, inches	Snap On	AWS13	1	0.900	0.408			
2	Allen keys, 8 pcs, T9-T40, Torx	Snap On	AWTR8	1	0.500	0.227			
3	Allen keys, 9 pcs, 1.5-10, mm	Snap On	AWMG9	1	0.820	0.372			
4	Automatic punch	Snap On	YA879	1	0.200	0.091			
5	Battery analyzer, 100-3500 CCA	Snap On	YA2636	1	2.700	1.225			
6	Battery service kit	Snap On	2005BSKA	1	1.950	0.885			
7	Bearing/Seal Installation Kit	Snap On	A1310A	1	4.150	1.882			
8	Bolt cutters	Snap On	BLPBC30	1	9.530	4.323			
9	Breaker Bar, 1/2 in., long handle	Snap On	SN24C	1	2.550	1.157			
10	Breaker Bar, 1/4 in.	Snap On	TM10G	1	0.180	0.082			
11	Breaker Bar, 3/8 in., long handle	Snap On	F12LA	1	0.790	0.358			
12	Bronze punch set	Snap On	PPB30AK	1	0.880	0.399			
13	Brush, miniature set, 2 brass, 1 stainless	Snap On	WBSET	1	0.290	0.132			
14	Chain wrench	Snap On	CW15A	1	2.640	1.197			
15	Crescent Wrench, set, 6, 8, 10, 12 in.	Snap On	AD704A	1	3.800	1.724			
16	Crimping tool	Snap On	PWC34	1	0.860	0.390			
17	Cutters, electronic	Snap On	E710BCG	1	0.250	0.113			
18	Dividers	Snap On	PMF129	1	0.240	0.109			
19	Drill bits, metric, 25 pcs.	Snap On	DBM125C	1	3.200	1.451			
20	Drill bits, U.S., 29 pcs.	Snap On	DB129C	1	3.350	1.520			
21	Drill, cordless, 18 V lithium	Snap On	CDR6855	1	12.400	5.625			
22	Extractor, master, set	Snap On	EXDMS48	1	5.720	2.595			
23	Feeler gauges, inches	Snap On	FB325A	1	0.170	0.077			
24	Feeler gauges, long blade, metric/inches	Snap On	FBL325A	1	0.700	0.318			
25	Feeler gauges, metric	Snap On	FBL320	1	0.210	0.095			
26	File cleaner	Snap On	YA337A	1	0.130	0.059			
27	File sets - assorted	Snap On	SGHBF500A	1	1.820	0.826			
28	File, Needle set	Snap On	HBF100	1	0.660	0.299			
29	Fuse pullers	Snap On	FZ4B	1	0.190	0.086			
30	Gasket punch set	Snap On	PGH8A	1	2.010	0.912			
31	Hack saw, standard	Snap On	HSG325	1	1.830	0.830			
32	Hacksaw, mini	Snap On	HS5A	1	0.510	0.231			
33	Hammer, Ball Peen, 16 oz.	Snap On	BPN16B	1	1.560	0.708			
34	Hammer, Ball Peen, 24 oz.	Snap On	BPN24N	1	2.100	0.953			

# Annex "A" - F7013-130021/A

## Mandatory Specifications

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35	Hammer, Ball Peen, 8 oz.	Snap On	BPN8B	1	1.110	0.503			
36	Hammer, Brass, 24 oz.	Snap On	HBPT24	1	2.000	0.907			
37	Hammer, Dead Blow, 32 oz.	Snap On	HBFE32	1	2.000	0.907			
38	Hammer, Plastic, 24 oz.	Snap On	HBPT24	1	2.400	1.089			
39	Hole saw kit, inches	Snap On	LHS606D	1	1.130	0.513			
40	Knife, Hobby Set	Snap On	YA405A	1	0.100	0.045			
41	Knife, Utility	Snap On	YA581A	1	0.180	0.082			
42	Micro torch	Snap On	TORCH2	1	0.500	0.227			
43	Micrometer, digital, 0-1 in.	Snap On	MICED1A	1	1.000	0.454			
44	Microshears	Snap On	PWC19	1	1.110	0.050			
45	Mini-Pliers Set	Snap On	MPK4	1	1.400	0.635			
46	Mirror, inspection, LED lighted	Snap On	UIM2RSLT	1	0.280	0.127			
47	Mirror, inspection, magnifying	Snap On	UIM2LM	1	0.300	0.136			
48	Nut driver, non-conductive, set, 7 pcs.	Snap On	107CNDD	1	1.000	0.454			
49	Nut driver, set, 7pcs	Snap On	NDD1070A	1	2.000	0.907			
50	Nut splitter	Snap On	NC52	1	0.950	0.431			
51	Pick and hook set	Snap On	SGASA204A	1	0.300	0.136			
52	Pick up tool, flexible, claw, 24 in.	Snap On	DPTC24	1	0.540	0.245			
53	Pick up tool, flexible, claw, 8 in.	Snap On	GA265A	1	0.240	0.109			
54	Pick Up Tool, telescoping magnetic	Snap On	PT5C	1	0.060	0.027			
55	Pick up tool, telescoping magnetic, heavy duty	Snap On	UPT65	1	0.250	0.113			
56	Pick up tool, telescoping, angle head, magnetic	Snap On	PT28E	1	0.420	0.191			
57	Pipe Wrench, medium	Snap On	PWA18A	1	3.590	1.628			
58	Pipe Wrench, small	Snap On	PW6C	1	0.400	0.181			
59	Pliers, diagonal cutters, high leverage	Snap On	388CF	1	0.750	0.340			
60	Pliers, Duck Bill	Snap On	61ACP	1	0.420	0.191			
61	Pliers, Lineman's	Snap On	57AHLF	1	0.640	0.290			
62	Pliers, Locking, set, 4 pcs	Snap On	LP404	1	3.300	1.497			
63	Pliers, Long reach needle nose	Snap On	97CCP	1	0.500	0.227			
64	Pliers, midget	Snap On	5ACP	1	0.120	0.054			
65	Pliers, needle nose	Snap On	196CF	1	0.480	0.218			
66	Pliers, needle nose, bent	Snap On	408ACP	1	0.320	0.145			
67	Pliers, slip-joint	Snap On	47CF	1	0.750	0.340			
68	Pliers, Tongue and groove, set, 4 pcs.	Snap On	AWP404	1	6.100	2.767			

# Annex "A" - F7013-130021/A

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69	Pneumatic die grinder, bits, set	Snap On	VWB800D	1	1.450	0.658			
70	Pneumatic die grinder, right angle mini	Snap On	AT109	1	1.510	0.685			
71	Pneumatic impact, 1/2"	Snap On	MG725	1	5.650	2.563			
72	Pneumatic ratchet, 3/8"	Snap On	FAR72C	1	3.600	1.633			
73	Precision Screw Driver Set	Snap On	SGDE70	1	0.750	0.340			
74	Pry bar set - 8 in., 12 in., 18 in., 24 in.	Snap On	SPBS704G	1	5.000	2.268			
75	Pry bar set, 4 pcs, rolling head	Snap On	PBS704	1	3.630	1.647			
76	Puller, bolt grip, set	Snap On	CJ2001P	1	5.710	2.590			
77	Puller, cotter pin	Snap On	S9094B	1	0.820	0.372			
78	Puller, medium duty, manual, set	Snap On	CG250	1	2.900	1.315			
79	Punch and Chisel Set, with gauge and holder	Snap On	PPC210BK	1	5.820	2.640			
80	Ratchet, 1/2 drive	Snap On	S80	1	1.640	0.744			
81	Ratchet, 1/2 drive, flex head	Snap On	SF80	1	2.440	1.107			
82	Ratchet, 1/2 drive, flex head, stubby	Snap On	SKF80	1	1.280	0.581			
83	Ratchet, 1/2 in., extension set	Snap On	305SXWP	1	3.250	1.474			
84	Ratchet, 1/4 in., standard	Snap On	T72	1	0.200	0.091			
85	Ratchet, 1/4 in., extension set	Snap On	106ATMXWP	1	0.860	0.390			
86	Ratchet, 3/8 drive, flex head, stubby	Snap On	FKF80	1	0.500	0.227			
87	Ratchet, 3/8 drive, standard	Snap On	F80	1	0.660	0.299			
88	Ratchet, 3/8 in., extension set	Snap On	206AFXWP	1	1.700	0.771			
89	Ratchet, universal adapters, 1/4, 3/8, 1/2	Snap On	103UFTS	1	0.510	0.231			
90	Ratchet, combination drive adapters	Snap On	1206GS	1	1.500	0.680			
91	Refractometer - glycol and battery	Snap On	EETA305B	1	0.800	0.363			
92	Refractometer Kit, U.S./Metric	Snap On	RTD48	1	4.350	1.973			
93	Safety wire twister pliers	Snap On	GA311C	1	0.840	0.381			
94	Safety wire, 0.020, 1/4 lb spool	Snap On	WT105-2004	1	0.300	0.136			
95	Safety wire, 0.032, 1 lb canister	Snap On	WT105-3216	1	1.090	0.494			
96	Scissors	Snap On	KER1120	1	0.410	0.186			
97	Scraper, razor	Snap On	PKRS1	1	0.150	0.068			
98	Scrapers, brass, set, 3 pcs.	Snap On	PKB500A	1	0.890	0.404			
99	Scrapers, nylon, set, 5 pcs.	Snap On	PKN500	1	0.420	0.191			
100	Screw driver set, Flat and Phillips, 6 pcs.	Snap On	SHDX80R	1	2.650	1.202			
101	Screw driver set, non-conductive	Snap On	CNSGD60	1	1.760	0.798			
102	Screw driver set, Pozidrive	Snap On	SHDZ40R	1	1.830	0.830			

# Annex "A" - F7013-130021/A

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103	Screw driver set, Torx, 9 pcs	Snap On	SHDTX90R	1	2.640	1.197		
104	Screw starter, non-conductive	Snap On	CSSC9	1	0.100	0.045		
105	Screwdriver, Ratcheting, Set	Snap On	SGDMRC108AO	1	4.300	1.950		
106	Sliding T-handle, 1/2 in.	Snap On	S12L	1	1.240	0.562		
107	Sliding T-handle, 3/8 in.	Snap On	F5L	1	0.350	0.159		
108	Snap ring pliers kit (internal and external)3 pcs	Snap On	PRH503	1	3.450	1.565		
109	Socket set, 1/2 in., 6 pt., deep, inches	Snap On	313TSA	1	6.350	2.880		
110	Socket set, 1/2 in., 6 pt., shallow, inches	Snap On	313TWYA	1	3.250	1.474		
111	Socket set, 1/2 in., 6 pt., shallow/deep, mm	Snap On	320TSMWA	1	5.380	2.440		
112	Socket set, 1/2 in., impact, deep, inches	Snap On	313SIMA	1	11.020	4.999		
113	Socket set, 1/4 in., 6 pt., semi deep, inches	Snap On	110TMSY	1	0.550	0.249		
114	Socket set, 1/4 in., 6 pt., semi deep, mm	Snap On	112TMSY	1	1.050	0.476		
115	Socket set, 3/8 in., 12 pt. shallow, universal, inches	Snap On	206FUA	1	0.760	0.345		
116	Socket set, 3/8 in., 12 pt. shallow, universal, mm	Snap On	209FUMY	1	1.230	0.558		
117	Socket set, 3/8 in., 6 pt., flare nut, inches	Snap On	207SFRH	1	0.770	0.349		
118	Socket set, 3/8 in., 6 pt., flare nut, mm	Snap On	210FRHMA	1	1.150	0.522		
119	Socket set, 3/8 in., 6 pt., shallow/deep combo, inches	Snap On	222SFFS	1	3.630	1.647		
120	Socket set, 3/8 in., 6 pt., shallow/deep combo, mm	Snap On	224SFFSM	1	3.300	1.497		
121	Socket set, 3/8 in., crow's feet, inches	Snap On	211FCOA	1	1.650	0.748		
122	Socket set, 3/8 in., crow's feet, mm	Snap On	216FCOM	1	2.370	1.075		
123	Socket set, 3/8 in., flank drive flare nut-deep, mm	Snap On	205ANM	1	1.000	0.454		
124	Socket set, 3/8 in., hex bits	Snap On	211EFAMY	1	1.700	0.771		
125	Socket set, 3/8 in., hex bits	Snap On	212EFTAY	1	0.950	0.431		
126	Socket set, 1/2 in., impact, deep, metric	Snap On	315SIMMYA	1	8.200	3.719		
127	Soldering Gun, Heavy Duty	Snap On	R460B	1	3.630	1.647		
128	Soldering Iron Kit, 15-75W	Snap On	YAKS22A	1	0.680	0.308		
129	Speeder, 1/2 in.	Snap On	S4	1	1.600	0.726		
130	Speeder, 3/8 in.	Snap On	F4LB	1	1.000	0.454		
131	Steel stamps, letter	Snap On	YA818	1	1.550	0.703		
132	Steel stamps, number	Snap On	YA817	1	0.500	0.227		
133	Strap wrench	Snap On	YA826A	1	0.630	0.286		
134	Stud remover, U.S./metric, set	Snap On	CG5151	1	25.800	11.703		
135	Tachometer, optical	Snap On	EEDMTACH1	1	1.460	0.662		
136	Tap and die set, metric and standard	Snap On	TDTDM117A	1	12.200	5.534		

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137	Tape measure, 25 ft, inch/metric	Snap On	TPMA25EM	1	1.190	0.540			
138	Tube cutting and double flaring, set	Snap On	TF528D	1	4.000	1.814			
139	Tweezers, set	Snap On	TZK7	1	0.750	0.340			
140	Vacuum Plunger Desoldering Tool	Snap On	YA476	1	0.090	0.041			
141	Vernier Calipers, digital	Snap On	MCAL6A	1	0.550	0.249			
142	Wire stripper, combo	Snap On	PWCS9	1	1.000	0.454			
143	Wire strippers	Snap On	PWC27	1	0.900	0.408			
144	Wrench, box short combo, inches	Snap On	OEXS709B	1	1.760	0.798			
145	Wrench, box short combo, metric	Snap On	OEXSM710B	1	2.180	0.989			
146	Wrench, flare nut double end, inches	Snap On	RXFS605B	1	1.550	0.703			
147	Wrench, flare nut double end, metric	Snap On	RXFMS608B	1	2.030	0.921			
148	Wrench, ratcheting combo, flex head, inches	Snap On	BOERF708A	1	3.810	1.728			
149	Wrench, ratcheting combo, flex head, metric	Snap On	BOERMF712A	1	5.160	2.341			
150	Wrench, set, box obstruction, inches	Snap On	CX605	1	1.000	0.454			
151	Wrench, set, box obstruction, metric	Snap On	CXM605	1	1.760	0.798			
152	Wrench, set, combo, 24 pcs, 1/4-1 5/8 inches	Snap On	OEX724K	1	31.600	14.334			
153	Wrench, set, combo, 25 pcs, 8-36 mm	Snap On	OEXM725	1	21.700	9.843			
154	Wrench, set, open combo, slim, 11 pcs, 6-36 mm	Snap On	LTAM811	1	3.430	1.556			