

**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> TACTICAL TOMAHAWKS	
<b>Solicitation No. - N° de l'invitation</b> W6399-14FB17/A	<b>Date</b> 2013-09-09
<b>Client Reference No. - N° de référence du client</b> W6399-14FB17	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-921-63458	
<b>File No. - N° de dossier</b> hp921.W6399-14FB17	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-10-21</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> Falardeau, Guy	<b>Buyer Id - Id de l'acheteur</b> hp921
<b>Telephone No. - N° de téléphone</b> (819) 956-0591 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> <div>Specified Herein Précisé dans les présentes</div>	

**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 (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	DELIVERY WILL BE DDP (CFB PETAWAWA)	W6399	DEPARTMENT OF NATIONAL DEFENCE CANADIAN SPECIAL OPERATIONS FORCES COMMAND (CANSOFCOM) COS FD 101 COLONEL BY DR. ATTN: JOSHUA DAUPHINEE DLP 6-1-1 OTTAWA Ontario K1A0K2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	TACTICAL TOMAHAWK As described in Annex A - Pricing and in accordance with Annex B - Performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration. • Tomahawk Tactique tel que décrit à l'Annexe A - Prix et conformément à l'Annexe B - Spécifications Techniques et de Rendement pour Tomahawk Tactique, Annexe C - Exigences Techniques Obligatoires - Grille de Conformité et Appendice 1 - Illustration du Tomahawk Tactique.	D - 1	W6399	400	Each	\$  XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	TACTICAL TOMAHAWK Optional Quantity - as described in Annex A - Pricing and in accordance with Annex B - performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration. • Tomahawk Tactique tel que décrit à l'Annexe A - Prix et conformément à l'Annexe B - Spécifications Techniques et de Rendement pour Tomahawk Tactique, Annexe C - Exigences Techniques Obligatoires - Grille de Conformité et Appendice 1 - Illustration du Tomahawk Tactique.	D - 1	W6399	580	Each	\$  XXXXXXXXXXXX	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Requirement**

Canada is seeking proposals to procure:

- 2.1 Four hundred (400) Tactical Tomahawk as described in Annex A - Pricing and in accordance with Annex B - Performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration
- 2.2 Irrevocable options identified in Annex "A"- Pricing.
  - 2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
  - 2.2.2 The options may be exercised in whole or in part up to (9) times, in the option years, with a minimum quantity of (60) each option, not to exceed the maximum quantity of 580, for the Tactical Tomahawk, at the sole discretion of Canada.
  - 2.2.3 The options may be exercised within twenty four (24) months after contract award.

### **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.

## 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 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.



#### **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 7 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **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;
- (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 should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

2.1 Bidders must complete and submit the following documents with their bid:

- a) Annex A - Pricing
- b) Annex C - Mandatory Technical Requirements - Compliance Matrix

## 2.2 Submission of samples:

Canada requests a sample from the Bidder in order to determine their product's equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation and in accordance with Annex B - Performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration.

The Bidder must provide a sample with their bids, transportation charges prepaid, and without charge to Canada. No performance or user trial will be conducted on the sample. The sample submitted by the Bidder will be returned following the evaluation. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

## 3. Section II: Financial Bid

The Bidders must submit their prices in Annex A- Pricing and in accordance with the Basis of Payment identified in **PART 6 - RESULTING CONTRACT CLAUSES**, at Clause 6.1 Basis of Payment.

### 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, Goods and Services Tax or Harmonized Sales Tax, if applicable, 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.

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

##### **4.1 Certifications**

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

##### **4.2 Additional Information**

Canada requests that bidders submit the following information:

###### **4.2.1 Delivery**

###### **4.2.1.1 Firm Quantity**

While delivery of the Tactical Tomahawk is requested by March 31/2014, the best delivery that can be offered is as follows:

Item 001 – Four hundred (400) Tactical Tomahawk will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

#### **4.2.1.2 Optional Quantity**

If an option is exercised, the best delivery that can be offered is as follows:

Item 002 - Up to Five hundred and eighty (580) Tactical Tomahawk will be delivered within \_\_\_\_ calendar days after an option is exercised or at the latest twenty-four (24) months following contract issuance, whichever occurs first.

#### **4.2.2 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the Tactical Tomahawk and its component that exceeds the minimum warranty period of twelve (12) months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

The manufacturer's standard warranty of \_\_\_\_\_ months as administered through the designated dealer or authorized agent applies.

#### **4.2.3 Optional Extended Warranty Period**

Canada requests that the Bidder indicate if an optional extended warranty period that exceeds the longest between the minimum warranty period of twelve (12) months and the Manufacturer's Standard Warranty Period indicated in 4.2.2, if applicable, is offered.

**Optional warranty coverage available: YES \_\_\_\_\_ NO \_\_\_\_\_**

If yes, Canada requests that the Bidder provide details and pricing information of any optional extended warranty period available for the vehicle/equipment and any related items, in Annex A - Pricing.

## **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. Mandatory Technical Criteria**

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:

- 1) Annex B - Performance and Technical Specification and
- 2) Annex C - Mandatory Technical Requirements - Compliance Matrix and
- 3) Appendix 1 - Mandatory Technical Requirements

### **3. Financial Evaluation**

- 3.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex A - Pricing.
- 3.2 Aggregate Price Calculation.

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity. Since the optional quantity is to be exercised within twenty-four (24) months, the firm unit prices for the optional quantity will be averaged.

- 3.2.1 To determine the averaged price for the optional quantity, calculation will be as follows:
  - a) The firm unit prices for the optional quantity for each period of twelve (12) months (Item 002) will be added; and
  - b) The sum will be divided by two (2).

3.2.2 To determine the aggregate price for the firm quantity and optional quantity, calculation will be as follows:

- a) The averaged price for the optional quantity obtained in 3.2.1 b) above will be multiplied by the total estimated optional quantity identified; and
- b) The result will be added to the total price for the firm quantity.

3.3 Any **Extended Warranty Period** offered will not be in the financial evaluation and further negotiations may be required.

#### 4. Basis of Selection

4.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria 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 provisions as stated in Section 01 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**

- 2.1 The Contractor must deliver four hundred (400) Tactical Tomahawk as described in Annex A - Pricing and in accordance with Annex B - Performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration.
- 2.2 The Contractor grants to Canada irrevocable options identified in Annex A - Pricing.
  - 2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
  - 2.2.2 The options may be exercised in whole or in part up to to (9) times, in the option years with a minimum quantity of (60) each option, not to exceed the maximum quantity of 580, for the Tactical Tomahawk, at the sole discretion of Canada..
  - 2.2.3 Any and all optional quantity must be delivered at the latest twenty-four (24) months following contract award. The exercising of an option must then occur within a consequent timeframe.
  - 2.2.4 Should a delivery 24 months following contract award provide the contractor with a shorter timeframe than stipulated at Article 4.1.2 Optional Quantity of the Contract, the Contracting Authority will confirm with the contractor that this timeframe is acceptable. If the timeframe is deemed unacceptable, the option will not be exercised..
- 2.3 Optional Extended Warranty Period

The Contractor grants to Canada the irrevocable option to extend the warranty period for an additional (to be inserted by PWGSC at time of contract award) months, under the same terms and conditions and at the price stated in the Contract at Annex A - Pricing. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within ninety (90) calendar days after contract award and/or the exercising of an option by sending a written notice to the Contractor.

### 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 Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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

Section 09.1 of general conditions 2010A is amended by replacing the period of 12 months by \_\_\_\_\_ (insert the revised warranty period in terms of "days" or "months").

All other provisions of the warranty section remain in effect.

### 4. Term of Contract

#### 4.1 Delivery of the Tactical Tomahawks

##### 4.1.1 Firm Quantity

Delivery of the Tactical Tomahawks must be made as follows:

**Item 001** - Four hundred (400) Tactical Tomahawks must be delivered on or before \_\_\_\_\_. (Date to be inserted by PWGSC at time of contract award.)

##### 4.1.2 Option Quantity

**Item 002** - Five hundred and eighty (580) Tactical Tomahawks- Optional Quantity - to be delivered within \_\_\_\_\_ calendar days after an option is exercised or at the latest 24 months following contract issuance, whichever occurs first. (Date to be inserted by PWGSC at time of contract award.)

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Guy Falardeau  
 Title: Supply Specialist  
 Organization: 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: 819 956-0591  
 Facsimile: 819 953-2953  
 E-mail: guy.falardeau@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: \_\_\_\_\_  
 \_\_\_\_\_  
 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:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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 its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex A - Pricing, and as follows:

Basis of Payment (BOP) Type 1: Firm unit 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

H1001C Multiple Payments 2008-05-12

### 6.3 Exchange Rate/Payment on Delivery

6.3.1 The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.

6.3.2 The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.

6.3.3 No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

6.3.4 On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.

6.3.5 Canada will have the right to audit any revision to costs and prices under this clause.

## **7. Invoicing Instructions**

7.1 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. Offerors / 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:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment.

W6399  
Department of National Defence Headquarters  
Canadian Special Operations Forces Command (CANSOFCOM)  
COS FD  
101 Colonel By Drive  
Ottawa, Ontario, Canada  
K1A0K2  
Attn: Joshua Dauphinee DLP 6-1-1

## **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) 2010A (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex A - Pricing;
- (d) Annex B - Performance and Technical Specification
- (e) Annex C - Mandatory Technical Requirements - Compliance Matrix
- (f) Appendix 1 - Tactical Tomahawk Illustration
- (g) the Contractor's bid dated \_\_\_\_\_.

## 11. SACC Manual Clauses

A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2008-12-12
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D6010C	Palletization	2007-11-30
G1005C	Insurance	2008-05-12

## 12. Preparation for Delivery

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1) per package.

## 13. Shipping Instructions - Firm Quantity

- 13.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid in accordance with the named place of destination described in Annex A - Pricing. 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.

- 13.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments with the contacts specified in Annex A - Pricing for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.

#### **14. Shipping Instructions - Optional Quantity**

- 14.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by Department of National Defence. Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 14.2 Before shipping the goods, the Contractor must make arrangements with the Procurement Authority for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.
- 14.3 The Contractor must not ship the goods before receiving shipping instructions from the Procurement Authority.
- 14.4 If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the contractor must reimburse Canada any additional expenses and costs incurred.
- 14.5 If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

#### **15. 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.



Solicitation No. - N° de l'invitation

W6399-14FB17/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hp921W6399-14FB17

Buyer ID - Id de l'acheteur

hp921

CCC No./N° CCC - FMS No/ N° VME

W6399-14FB17

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## 16. Warranty

The manufacturer's standard warranty of (to be inserted by PWGSC at time of contract award)(\_\_\_\_\_ months) as administered through the designated dealer or authorized agent apply.

## ANNEX "A" - PRICING

### Item 001 Tactical Tomahawk (**Firm Quantity**)

The Contractor must deliver the Tactical Tomahawk in accordance with Annex B - Performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration to:

CFP Petawawa  
Menin Rd,  
Petawawa, Ontario, Canada  
K8H 2X3

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

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per item, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

Quantity: 400

### Item 002 Tactical Tomahawk (**Optional Quantity**)

If this option is exercised, the Contractor must deliver the Tactical Tomahawk in accordance with Annex B - Performance and Technical Specification for the Tactical Tomahawk, Annex C - Mandatory Technical Requirements - Compliance Matrix and Appendix 1 - Tactical Tomahawk Illustration

Quantity: Up to 580

#### I) For the Optional Quantity exercised within 12 months of contract award:

Firm unit price of \$ \_\_\_\_\_ per item, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

#### II) For the Optional Quantity exercised on the 13<sup>th</sup> month following contract award or later:

Firm unit price of \$ \_\_\_\_\_ per item, in accordance with Basis of Payment Type 1 as detailed at Clause 6.1 Basis of Payment.

**Item 003 Optional Extended Warranty Period**

*(This item will not be included in the financial evaluation)*

If exercised, the warranty period will be extended for an additional period of \_\_\_\_\_ months/calendar days

**I) For the Firm Quantity:**

Firm unit price of \$ \_\_\_\_\_ per item, in accordance with Basis of Payment Type 1 as detailed in at Clause 6.1 Basis of Payment.

**II) For the Optional Quantity exercised within 12 months of contract award:**

Firm unit price of \$ \_\_\_\_\_ per item, in accordance with Basis of Payment Type 2 as detailed at Clause 6.1 Basis of Payment.

**III) For the Optional Quantity exercised 13 months or more after contract award:**

Firm unit price of \$ \_\_\_\_\_ per item, in accordance with Basis of Payment Type 2 as detailed at Clause 6.1 Basis of Payment.

## **PERFORMANCE AND TECHNICAL SPECIFICATIONS FOR THE TACTICAL TOMAHAWK**

### **1.0 SCOPE**

#### **1.1 General**

This specification outlines the Performance and Technical requirements for the commercial-off-the-shelf Tactical Tomahawk.

### **2.0 GENERAL**

#### **2.1 Sketch**

A schematic layout sketch for the Tactical Tomahawk is included in Appendix 1. The sketch is designed to provide a general layout of the Tactical Tomahawk only. It is not to scale nor is it representative of the style, colour scheme or form of the tool, and must not be considered to be the requirement to be met for evaluation purposes.

#### **2.2 Dimensions**

All dimensions quoted within this specification are nominal and must be treated as approximate dimensions ( $\pm 5\%$ ). Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

### **3.0 REQUIREMENTS**

#### **3.1 General Features**

The Tactical Tomahawk must:

- (a) Consist of a one-piece forged “Tomahawk Style” head and tang with an integral molded non-conductive rubber/plastic handle (see Appendix 1);
- (b) Have a weight of no more than 0.9 kg (2 lb), and not less than 0.6 kg (1.3 lb); and
- (c) Have a length (head to tip of handle) of not more than 39 cm (15.5 in), and not less than 32 cm (12.5 in).

#### **3.2 Head**

The Tactical Tomahawk head must:

- (a) Be AISI 4140 chromium-molybdenum steel or D2 tool steel with a full length integral tang;
- (b) Be heat treated for flexibility and durability with finished hardness of no less than the following;
  - i. Rockwell “C” 30 for the body; and
  - ii. Rockwell “C” 55 for the cutting edges;
- (c) Have a thickness of no more than 1 cm (0.4 in);
- (d) Have edges as follows:
  - i. Front Working Edge – Flat ground edge designed for chopping;
  - ii. Tapered Ripping Beard Edge – Hollow ground sharpened edge designed for cutting, hooking and ripping; and

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- iii. Tapered Utility Spike – A tapered spike designed for chipping and puncturing that is no less than 6.4 cm (2.5 in) in length;
- (e) Have finishes as follows:
  - i. Black head with a brown/tan handle;
  - ii. Distal tapered cutting edges; and
  - iii. Flat machined finish on non-cutting edges.

### 3.2.1 Handle

The Tactical Tomahawk handle must:

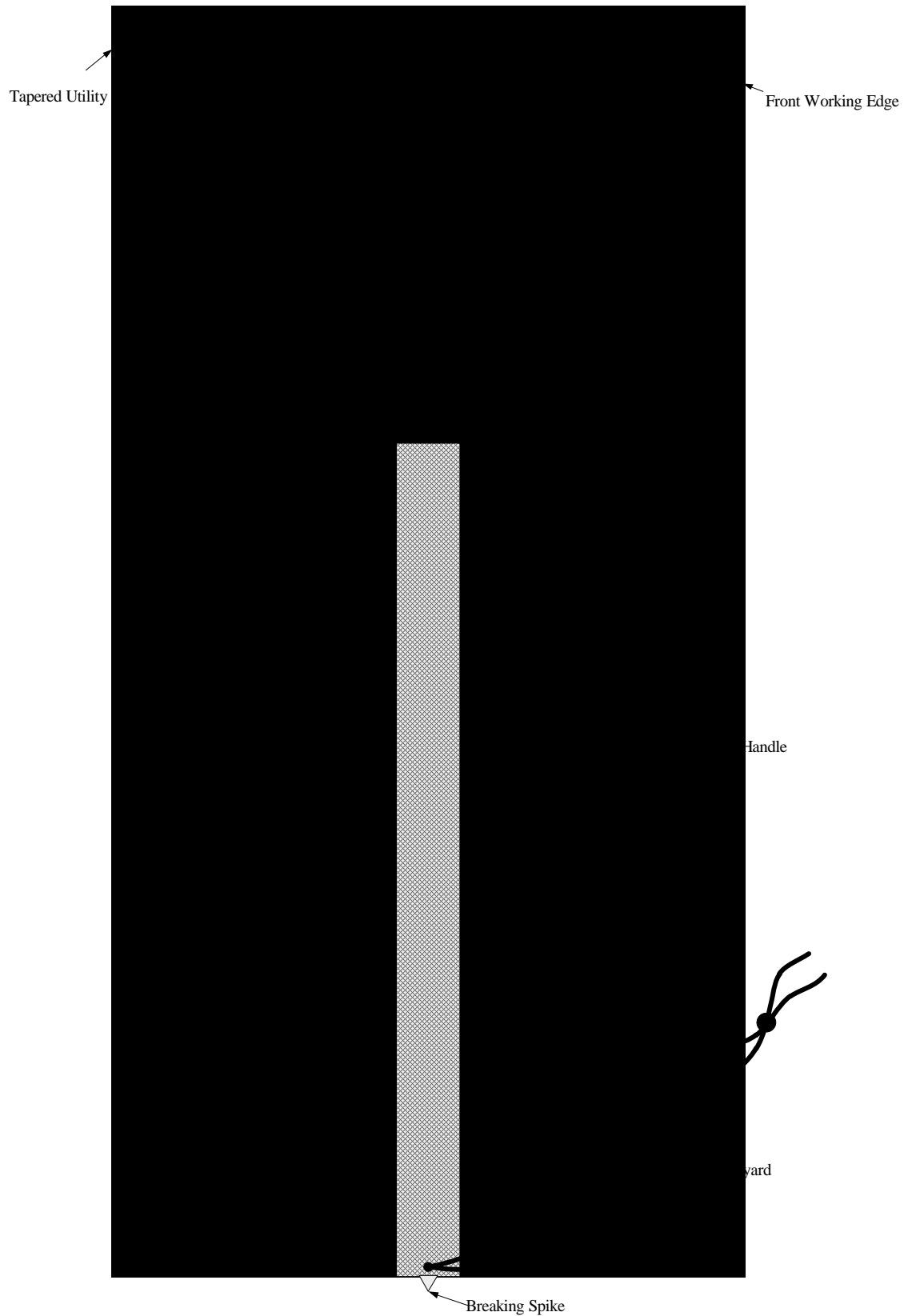
- (a) Be made of a non-conductive molded rubber/plastic material with a Shore A hardness of no less than 85;
- (b) Provide electrical resistance protection up to 2000 VAC;
- (c) Have a minimum length of 15 cm (6 in);
- (d) Have a hole through the bottom end with an attached braided nylon lanyard (550 paracord) that has a nominal length of 20 cm (8 in); and
- (e) Include a hardened spike on the bottom end designed to crush fragile material (e.g., glass).

### 3.3 Accessories

The Tactical Tomahawk handle must include the following accessories:

- (a) Scabbard as follows:
  - i. Plastic molded to the shape of the Tactical Tomahawk head;
  - ii. Dual retention system as follows:
    - a. Shaped scabbard that secures the tool when inserted from below and releases the tool when pulled downward; and
    - b. Secondary nylon braided strap with quick-release buckle for secondary retention;
  - iii. Ambidextrous design that can be worn on the left or right sides of the user; and
  - iv. Compatible with Modular Lightweight Load-carrying Equipment and permits attachment to a weapon sling;
- (b) A sharpening stone.

## APPENDIX 1 TACTICAL TOMAHAWK ILLUSTRATION



**EVALUATION PLAN  
FOR THE  
TACTICAL TOMAHAWK**

**1.0 PROPOSAL REQUIREMENTS**

The Bidder must provide the following:

- (a) A completed Compliance Matrix including proof of compliance and Written Attestations as specified in Table 1. For the purposes of this RFP a Written Attestation is a written statement from the supplier guaranteeing it will fully comply with the requirement identified in the "Requirement" column of Table 1. Canada reserves the right to verify the statements made in the Written Attestation; and
- (b) A sample of the item being offered made to the specifications in Annex B that fully represents the finished proposed item. The evaluation sample will be used to conduct a non-subjective verification of the features and specifications in Annex B. No performance or user trial will be conducted. The sample will be returned following the evaluation.

**1.1 Phase I - Technical Evaluation**

DND will assemble a Technical Evaluation Team (which may include Contractors) who will evaluate the proposals in accordance with the Mandatory Requirements in Section 2.0 Table 1. The evaluation will be conducted on the supplied information and the sample. All mandatory criteria must be met or the bid submission will be deemed non-compliant. Failure to provide sufficient detail in the bid submission to evaluate the proposal against the mandatory criteria will also deem the bid non-compliant. Even if a bid fails to meet as few as one mandatory criterion that bid will be non-compliant and will be given no further consideration.

## 2.0 MANDATORY REQUIREMENTS

Table 1: Compliance Matrix

Item #	Spec Ref.	Requirement	Proof of Compliance	Compliant (Y/N)
1	3.1	<p><u>General Features</u> The Tactical Tomahawk must:</p> <p>(a) Consist of a one-piece forged “Tomahawk Style” head and tang with an integral molded non-conductive rubber/plastic handle;</p> <p>(b) Have a weight of no more than 0.9 kg (2 lb), and not less than 0.6 kg (1.3 lb); and</p> <p>(c) Have a length (head to tip of handle) of not more than 39 cm (15.5 in), and not less than 32 cm (12.5 in).</p>	The sample equipment will be examined, weighed and measured by DND to confirm compliance.	
2	3.2	<p><u>Head</u> The Tactical Tomahawk head must:</p> <p>(a) Be AISI 4140 chromium-molybdenum steel or D2 tool steel with a full length integral tang;</p>	The Bidder must provide written Attestation that the head is either AISI 4140 chromium-molybdenum steel or D2 tool steel.	
		(b) Be heat treated for flexibility and durability with finished hardness of no less than the following;	The Bidder must provide results of hardness testing for the body and cutting edges that confirms the hardness as specified.	
		<p>i. Rockwell “C” 30 for the body; and</p> <p>ii. Rockwell “C” 55 for the cutting edges;</p>		
3		<p>(c) Have a thickness of no more than 1 cm (0.4 in);</p> <p>(d) Have edges as follows:</p> <p>i. Front Working Edge – Flat ground edge designed for chopping;</p> <p>ii. Tapered Ripping Beard Edge – Hollow ground sharpened edge designed for cutting,</p>	The sample equipment will be examined and measured by DND to confirm dimensions and finishes.	



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		<p>hooking and ripping; and</p> <p>iii. Tapered Utility Spike – A tapered spike designed for chipping and puncturing that is no less than 6.4 cm (2.5 in) in length;</p> <p>(e) Have finishes as follows:</p> <ol style="list-style-type: none"> <li>Black head with a brown/tan handle;</li> <li>Distal tapered cutting edges; and</li> <li>Flat machined finish on non-cutting edges.</li> </ol>		
4	3.2.1	<p><u>Handle</u></p> <p>The Tactical Tomahawk handle must:</p> <p>(a) Be made of a non-conductive molded rubber/plastic material with a Shore A hardness of no less than 85;</p>	<p>The Bidder must provide:</p> <p>Written Attestation that the handle is made of a non-conductive molded rubber/plastic material with a Shore A hardness of 85;</p>	
5		<p>(b) Provide electrical resistance protection up to 2000 VAC;</p>	<p>The Bidder must provide:</p> <p>Results of electrical conduction testing that confirm the handle provides the electrical resistance protection as specified.</p>	
6		<p>(c) Have a minimum length of 15 cm (6 in);</p> <p>(d) Have a hole through the bottom end with an attached braided nylon lanyard (550 paracord) that has a nominal length of 20 cm (8 in); and</p> <p>(e) Include a hardened spike on the bottom end designed to crush fragile material (e.g., glass).</p>	<p>The sample equipment will be examined by DND to confirm features specified.</p>	
7	3.3	<p><u>Accessories</u></p> <p>The Tactical Tomahawk handle must include the following accessories:</p> <p>(a) Scabbard as follows:</p> <ol style="list-style-type: none"> <li>Plastic molded to the shape of the Tactical Tomahawk head;</li> <li>Dual retention system as follows: <ol style="list-style-type: none"> <li>Shaped scabbard that secures the tool when inserted from below and releases the tool when pulled</li> </ol> </li> </ol>	<p>The scabbard and sharpening stone will be examined and measured by DND to confirm features.</p>	

		<p>downward; and</p> <p>b. Secondary nylon braided strap with quick-release buckle for secondary retention;</p> <p>iii. Ambidextrous design that can be worn on the left or right sides of the user; and</p> <p>iv. Compatible with Modular Lightweight Load-carrying Equipment and permits attachment to a weapon sling;</p> <p>(b) A sharpening stone.</p>		
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