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REQUEST FOR QUOTATION

CANADIAN COMMERCIAL CORPORATION
Project No. 103704

FOR THE SUPPLY AND DELIVERY OF
TACTICAL EQUIPMENT and FIRST AID SUPPLIES
AS DIRECT GOVERNMENT ASSISTANCE TO A
FOREIGN RECIPIENT

Issued:
JULY 19, 2018

Questions to be received by CCC no later than:
1:30 PM EDT, JULY 25, 2018

Quotations to be received by CCC no later than Closing Time:
1:30 PM EDT, JULY 30, 2018

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SECTION 1: INSTRUCTIONS TO RESPONDENTS

1. SUBJECT

1.1 This Section provides general instructions for the solicitation in the form of a Request for Quotation (“RFQ”) for the equipment and supplies as described in Appendix A (Goods Pricing Table) of this RFQ (the “Goods”).

1.2 The Goods must be delivered to the to the temporary custodial representative at the address identified in Appendix A (Good Pricing Table) no later than August 29, 2018. This date is firm and must be met.

2. SOURCE OF FUNDS

2.1 The Canadian Commercial Corporation (CCC) is a federal Crown corporation working in conjunction with the Canadian Department of Foreign Affairs, Trade, and Development (DFATD) to deliver in-kind contributions of goods and services to international recipients to enable those recipients to improve regional security. Those contributions are typically acknowledged and accepted by the foreign recipients through instruments entered into between themselves and DFATD. No direct benefit is being provided to the Crown under this contribution. This contribution is governmental assistance, no element of which is procurement, and thus the relevant procurement conventions and Government of Canada procurement regulations and rules do not apply. CCC is currently seeking quotes from suppliers on Goods that will form part of an in-kind contribution.

3. RFQ AUTHORITY

3.1 The CCC, under a Memorandum of Understanding with the Department of Foreign Affairs, Trade, and Development International Trade (DFATD), will be managing the supply activities for this project.

3.2 The RFQ Authority is:

Canadian Commercial Corporation
350 Albert Street, Suite 700
Ottawa, Ontario K1A 0S6
Attn: Kathee Nash
Facsimile: (613) 995-2121
E-mail: bids@ccc.ca

3.3 All matters concerning this RFQ must be discussed with the RFQ Authority exclusively.

3.4 CCC will only post information on Buy and Sell (<https://buyandsell.gc.ca>) and is not responsible for information on any other websites.

4. ENQUIRIES

4.1 Enquiries and/or requests for clarifications (“Enquiry/ies”) must be received no later than 1:30PM EDT on Monday July 25, 2018.

4.2 All Enquiries shall be in writing and addressed to the RFQ Authority. All responses to Enquiries submitted in accordance with Section 1, Article 4.1 shall be provided in writing to all others invited to submit, unless the exception contemplated under Section 1 Articles 4.3 and 4.4 applies.

4.3 A potential respondent may request that a response to an Enquiry pertaining only to the respondent who submitted the Enquiry be kept confidential by clearly marking the Enquiry “Commercial in Confidence” if the potential respondent considers the Enquiry to be commercially confidential.

4.4 CCC shall have sole and absolute discretion to determine if any Enquiry marked “Commercial in Confidence” shall be responded to confidentially or not. If CCC decides the Enquiry should not be responded to confidentially, the potential respondent shall have the opportunity to either withdraw the Enquiry or receive a written response which will be communicated to all potential respondents.

5. MANDATORY SUBMISSION REQUIREMENTS

5.1 A person who responds in writing to this RFQ (“Respondent”) must submit its quotations in the following format:

- (a) Submission of a complete quotation is to be sent electronically to the email address listed under Section 1, Article 5.2 and to be received no later than the Closing Time provided on the cover page (page 1) of this RFQ. A complete submission shall include:
 - One (1) completed Appendix A (Goods Pricing Table) in Microsoft Excel format (MS Excel document provided); and
 - One (1) Adobe® PDF format copy of the completed Appendix B (Respondent Declaration) (MS Word document provided), signed and dated by an authorized representative of the Respondent, confirming that the Goods will be delivered to the address provided in Appendix A **no later than August 29, 2018.**
- (b) The Respondent shall ensure that no emails are greater than 17 MB in size.

5.2 Quotations must be submitted via email to the following address:

Email: bids@ccc.ca
Subject: 103704 – TACTICAL EQUIPMENT & FIRST AID SUPPLIES
Attn: Kathee Nash

6. COST OF PREPERATION AND SUBMISSION OF QUOTATION

6.1 The Respondent shall bear all costs of whatever nature, associated with the preparation and submission of its quotation. CCC and DFATD shall bear no responsibility to any Respondent or prospective Respondent for any costs of whatever nature, associated with the preparation and submission of a quotation.

7. EVALUATION

7.1 Submissions including pricing for all listed Goods under Appendix A are preferred. However, should a Respondent wish to submit a partial quotation, the partial quotation must include pricing for all Goods listed under either Group A or Group B or Group C.

7.2 Evaluation of the quotations will be based on the lowest firm-fixed price per Group, and meeting all requirements contained herein.

7.3 Subject to any provision in this RFQ to the contrary, and contingent upon the successful completion of the financial capacity review in accordance with Article 7.4, the Respondent with the lowest evaluated firm-fixed price per Group, who meets the requirements contained herein, will be the first entity to be designated the Preferred Respondent for each item. CCC shall notify all preferred Respondents (“Preferred Respondent”) in writing upon completion of the evaluation.

7.4 CCC may decide to conduct financial due diligence on any Preferred Respondent. Once a Preferred Respondent has been designated and in order for the Preferred Respondent to demonstrate its financial capacity to successfully complete the Project, the Preferred Respondent must submit any financial information requested to CCC, within five (5) business days following CCC's request. Failure to provide the requested financial information within the required timeframe may result in the disqualification of the Preferred Respondent. If the requested financial information does not sufficiently demonstrate the Preferred Respondent's financial capacity to successfully complete the Project at CCC's sole and absolute discretion, CCC may request additional information, guarantees and/or securities. It will be at CCC's sole and absolute discretion to determine if the Preferred Respondent has demonstrated its financial capacity to successfully deliver one or more items of Goods.

7.5 CCC may elect to award one agreement for all Goods or to award multiple agreements for portions of the Goods where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada. Quantities may increase or decrease depending on the budget available without a new RFQ being issued.

7.6 Alternate goods will be considered, provided that such requests are the subject of an Enquiry in accordance with Article 4. Acceptance of any alternate Goods shall be at the sole and absolute discretion of the RFQ Authority.

7.7 All accepted alternate goods shall be posted publicly via addenda to this RFQ.

8. ACCEPTANCE OF AWARD

8.1 This RFQ is not an offer or commitment, is not to be interpreted as “Contract A” and is not capable of being accepted to form a binding agreement. CCC reserves the right, in its sole discretion, to withdraw or modify the RFQ at any time, to reject any and all quotes for any reason, or no reason, and to enter into further discussions or interviews with any one or more Respondents, without incurring any liability to any of the Respondents.

8.2 While CCC may enter into an agreement or contractual arrangement without prior negotiation, or consultation with any or all of the Respondents, CCC reserves the right to negotiate with any of the Respondents.

9. NOTIFICATION OF AWARD

9.1 In the event of an award, CCC will notify the successful Respondent by email. An agreement (“Agreement”), substantially in the form of Section 3 (Sample Purchase Order), should be accepted within three (3) business days of the notice of award. If no Agreement is accepted by the successful Respondent within three (3) business days of the notice of award, then the notice of award to the successful Respondent may result in termination.

10. GOVERNING LAW

10.1 This RFQ and the resulting Agreement, if any, shall be governed and interpreted in accordance with the laws in force in the Province of Ontario, Canada, unless otherwise specified in the RFQ.

11. PRICING GUIDELINES

11.1 All prices quoted must be firm and fixed for the duration of the Agreement.

11.2 The Respondent must quote all prices in Canadian dollars (CAD) and include any applicable customs, taxes, duties or similar charges.

11.3 The Goods to be supplied under the Agreement is intended for export from Canada and as such may constitute a "zero-rated supply" as this expression is defined in Part IX of the Excise Tax Act. The Goods and Services Tax or the Harmonized Sales Tax should not therefore as a rule be added to the value of the Goods. CCC shall provide evidence satisfactory to the Canada Revenue Agency that the Goods have been exported by CCC should any request be made to provide such evidence by the Canada Revenue Agency.

12. RESERVATION OF RIGHTS BY CCC AND DFATD

12.1 CCC may investigate the quote of any Respondent and may require confirmation of information furnished by the Respondent.

12.2 CCC reserves the right, in its sole discretion, to:

- (a) Reject any or all of the quotes with no financial liability to any Respondent;
- (b) Issue a new RFQ, to temporarily or permanently abandon the RFQ in whole or in part with no financial liability to any Respondent;
- (c) Issue Addenda for the purpose of clarification, information, supplements, or changes to this RFQ;
- (d) To request additional information or documents and conduct discussions and correspondence from any or all Respondents;
- (e) Waive minor deficiencies, informalities, and irregularities in the quote;
- (f) Award one agreement for all Goods where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada;
- (g) Award multiple agreements for portions of the Goods where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada;
- (h) Increase or decrease quantities depending on the budget available without a new RFQ being issued; and
- (i) Accept alternate Goods where, in the sole discretion of CCC, the alternate Goods meets all requirements contained herein.

13. RESTRICTION ON SUBMITTALS

13.1 A Respondent shall submit only one (1) quotation.

14. NON-COLLUSION

14.1 Any evidence of impropriety or collusion by Respondents acting to illegally restrain freedom of competition by agreement to quote a fixed price, or otherwise, will render the quotes of such Respondents void.

15. CONFIDENTIALITY

15.1 Each recipient of this RFQ shall treat all information directly or indirectly related to this RFQ, in particular the delivery destinations and the list of Goods being delivered, as confidential for an unlimited period of time and shall not disclose any record or information to any third parties unless prior written consent to disclose is given by CCC.

END OF SECTION 1

SECTION 2: PROJECT BRIEF

1. Canada's Counter-Terrorism Capacity Building Program (CTCBP)

Canada created the CTCB Program in 2005 to provide training, funding, equipment, technical and legal assistance to other states so that they are able to prevent and respond to terrorist activity in accordance with international counter-terrorism and human rights norms, standards and obligations.

Through this Program, Canada share expertise with foreign recipients in seven main areas:

- Border security;
- Transportation security;
- Legislative, regulatory and legal policy development, legislative drafting, and human rights and counter-terrorism training;
- Law enforcement, security, military and intelligence training;
- Chemical/biological/radiological/nuclear and explosives (CBRNE) terrorism prevention, mitigation, preparedness, response and recovery;
- Combating terrorism financing; and
- Cyber security and protecting critical infrastructure.

The Department of Foreign Affairs, Trade and Development's CTCB Program Secretariat administers the Program. It is managed by an interdepartmental steering committee comprising 19 federal departments and agencies that ensure this assistance takes a 'whole-of-government' approach.

2. Canadian Commercial Corporation

Recognised as a leader in contracting, acquisition and project management; the Canadian Commercial Corporation works with the Canadian federal government to deliver government assistance in the form of in-kind contributions to foreign recipients.

Over the past 60 years, CCC has become a trusted partner to government departments such as DFATD to provide trusted, timely and cost-effective acquisition solutions in crisis response and other challenging environments.

3. The Requirement


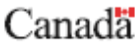
CCC, working in conjunction with DFATD's CTCBP has the intent of acquiring, for the purpose of directly providing governmental assistance to foreign recipients, the Goods as described in Appendix A.

The Goods described in Appendix A includes makes and models of requested equipment and supplies. This is the result of a needs analysis of the Recipient's requirements that also maintains compatibility with various training initiatives coordinated with DFATD's CTCBP. Alternate Goods will be considered in accordance with Article 7.6 of Section 1 of this RFQ.

All Goods must be delivered to the Recipient through the intermediary of the Canadian Department of National Defence.

END OF SECTION 2

SECTION 3: SAMPLE PURCHASE ORDER

350 Albert Street, Suite 700 Ottawa, Ontario K1A 0S6 Toll Free in Canada and U.S. : 1-800-748-8191	350 rue Albert, Bureau 700 Ottawa (Ontario) K1A 0S6 Sans-frais au Canada et États-Unis : 1-800-748-8191	T: (613) 996-0034 F: (613) 995-2121 www.ccc.ca	 CCC Canadian Commercial Corporation Corporation Commerciale Canadienne										
PURCHASE ORDER ("PO")/ BON DE COMMANDE ("BC")		Pg 1 of/de 6	CCC BC n: XXXXX.XXX										
		Supplier Ref / Réf Fournisseur	XXXXX										
Supplier / Fournisseur:		Ship to / Envoyer au:											
Name/nom: _____	Name/nom: 25 CFSD Montreal, Commanding Officer												
Address / adresse: _____	Address / adresse: 6363 rue Notre Dame Est												
City/ville: _____	City/ville: Montreal QC H1N 3V9												
Contact: _____	Contact: Nicola Lillo												
Tel/tél: _____	Tel/tél: 514-252-2777 x 2331												
Email/courriel: _____	Email/courriel: nicola.lillo@forces.gc.ca												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;">No.</th> <th style="width: 55%;">Description</th> <th style="width: 10%;">Qty/é</th> <th style="width: 15%;">Unit Price/Prix à l'unité</th> <th style="width: 15%;">TOTAL (\$CA)</th> </tr> </thead> <tbody> <tr> <td style="height: 150px;"></td> <td>(model number, part number, supplier description)</td> <td></td> <td></td> <td style="background-color: #e0ffff;"></td> </tr> </tbody> </table>		No.	Description	Qty/é	Unit Price/Prix à l'unité	TOTAL (\$CA)		(model number, part number, supplier description)				Sub/sous-total: \$0.00 Shipping/envoi: Sub/sous-total: \$0.00 HST/TPS***: - TOTAL (\$CA): \$0.00	
No.	Description	Qty/é	Unit Price/Prix à l'unité	TOTAL (\$CA)									
	(model number, part number, supplier description)												
Terms/Modalités: Delivery/livraison: [DATE] Payment/paiement: 30 days incl Certificate see Art.6 / 30 jours avec certificat voir art.6 Warranty/garantie: 12 mths from receipt see Art.7 / 12 mois après réception voir art.7		Invoices/factures: Kathee Nash knash@ccc.ca ***ALL ITEMS TO BE EXPORTED. See Article 6.2 ***TOUS ARTICLES DESTINÉS À L'EXPORTATION. Voir art. 4.2											
INSTRUCTIONS: Shipments must be marked with the following/les envois doivent afficher le suivant: Ops NABERIUS													
This agreement shall consist of this Purchase Order, Schedule 1 - Terms and Conditions, and Annex "A" - Equipment Confirmation Certificate Signature: _____ [NAME] [TITLE]		Cete entente doit consister de ce BC et les sections suivantes: Schedule 1 - Modalités, et Annexe "A" - Certificat de confirmation des biens Signature: _____ [NOM] [TITRE]											
Date: _____		Date: _____											
Collaborative, Credible, Competitive • Collaboration, Crédibilité, Compétitivité													
													

SCHEDULE 1 – Terms and Conditions

This is Schedule 1 to Purchase Order (“PO”) 10XXXX.1XX between the Canadian Commercial Corporation (CCC) and Supplier Name, jointly referred to hereinafter as the “Parties”, dated the XXth day of XXXX, 201X, for the benefit of the [INSERT NAME OF RECIPIENT] (“Recipient”).

The Parties acknowledge and agree that this PO and the related transaction shall form part of an in-kind contribution to a foreign recipient in support of Canada’s commitment pursuant to the [INSERT DFATD PROGRAM] [“XXX”] and is governmental assistance and not a procurement for the benefit of the Government of Canada. The Canadian Commercial Corporation (“CCC”) is working in conjunction with DFATD to deliver this in-kind contribution. The Parties further acknowledge that this transaction is not subject to international and national trade agreements dealing with government procurement.

1. SUPPLY OF GOODS AND SERVICES

- 1.1 These Terms and Conditions shall apply to the supply of goods and services, as more particularly set out in the main body of this Purchase Order and shall be in addition to its terms set out in the main body. “Supplier” includes the entity named on the PO, its successors, and assigns.
- 1.2 The Supplier shall supply the goods and services and deliver same as directed on the main body of the PO.
- 1.3 To the extent the Supplier's terms and conditions are supplied with the goods and services (including as printed on consignment notes or other documents), those terms and conditions will be of no legal effect and will not constitute part of this PO (even if a representative of [DFATD/CCC] signs those terms and conditions or annexes the terms and conditions to this PO). This PO may not be amended, or modified, nor shall any of its terms and conditions be waived, except by agreement in writing executed by both the Supplier and [DFATD/CCC].
- 1.4 The Supplier must, in supplying the goods and services:
 - (a) not interfere with [DFATD/CCC]'s activities or the activities of any other person;
 - (b) be aware of and comply with, and ensure that the Supplier's employees, agents and contractors are aware of and comply with
 - (i) all applicable laws;
 - (ii) all site standards and procedures, to the extent that they are applicable to the supply of the goods and services; and
 - (iii) all lawful directions and orders given by [DFATD/CCC]'s representative or any person authorized to give directions to the Supplier;
 - (c) ensure that the Supplier's employees, agents and contractors perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice safe working practices, safety and care of property and continuity of work;
 - (d) on request by [DFATD/CCC], provide to [DFATD/CCC] any information and assistance required to identify, evaluate, implement and report on any matter required by law; and
 - (e) on request of [DFATD/CCC], provide any export documentation required to export the goods or any other certificates or other similar documents that may be required by any government to successfully export and, if applicable, deliver the goods to the foreign recipient.

2. DELIVERY

- 2.1 The Supplier shall deliver the goods to the address on the main body of this PO, and perform the services described on the PO, by the delivery date(s). The Supplier shall ensure that the goods are suitably packed to avoid damage in international transit or in storage. The shipment shall be marked with the PO number, destination, and any special marking instructions in accordance with the main body of this PO.
- 2.2 Custody of the goods will be temporarily accepted by the “Ship To” party listed on the main body of this PO in order to arrange for onward shipment for the benefit of the Recipient. As soon as

practicable following receipt of any of the goods, the "Ship To" party will send the goods to the Recipient. The Parties agree and understand that the "Ship To" party will receive no benefit from the goods that are to be provided as governmental assistance to the Recipient.

3. TITLE AND RISK

- 3.1 All risks of loss or damage shall remain with the Supplier until the goods are accepted pursuant to Annex "A" (Equipment Acceptance Certificate).
- 3.2 Title to the goods shall transfer to the Recipient upon delivery of the goods and completion of the Goods and Services Acceptance Certificate pursuant to Annex "A".

4. PRICE AND GST/HST

- 4.1 DFATD, through CCC, shall pay the Supplier the Total Price, as stipulated on the main body of the PO, which is inclusive of delivery costs and all applicable duties and taxes, less wire charges.
- 4.2 The goods and services to be supplied under this PO are intended for export from Canada and as such may constitute a "zero-rated supply" as this expression is defined in Part IX of the *Excise Tax Act*. CCC shall maintain evidence satisfactory to the Canada Revenue Agency that the goods have been exported by CCC, or that the services have been delivered outside Canada, and shall provide this information to the Canada Revenue Agency upon request of either the Supplier or the Canada Revenue Agency.

5. LIMITATION OF LIABILITY

- 5.1 The extent of the liability of DFATD and CCC, its servants and employees to the Supplier for all losses, expenses, claims, or damages of every kind and nature, arising out of or connected with the performance of this PO shall collectively be limited to the Total Price as set out on the main page of the PO.

6. INVOICES

- 6.1 For payment pursuant to the main body of the PO, the Supplier shall submit the following documentation to CCC:
 - (a) Valid Commercial Invoice addressed to CCC; and
 - (b) Signed Goods and Services Acceptance Certificate (Annex "A").
- 6.2 If [DFATD/CCC] requests, the Supplier shall provide [DFATD/CCC] with all relevant records to calculate and verify the amount set out in any invoice within a period of seven (7) years after receipt of the invoice.
- 6.3 [DFATD/CCC] is not obliged to approve any invoice submitted in accordance with clause 6.1, and may withhold approval and money due to the Supplier if the goods and services (or any part of them) are not in accordance with the PO or are defective. In this case, [DFATD/CCC] may withhold payment pending resolution or determination of the dispute in accordance with Article 10.1.

7. WARRANTY

- 7.1 The Supplier warrants that all goods and services supplied under this PO will: (a) be free from defects in title, materials and workmanship; (b) match the description, nature, quantity and quality referred to in the PO; (c) be fit for the purpose for which goods and services of the same kind are commonly supplied or bought or for any other purpose [DFATD/CCC] specifies; (d) be new and of merchantable quality. The warranty period shall be the longer of: (a) 90 days after the completion of the services or the signature of Annex A by the Recipient; or (b) the warranty set out on the main body of the PO (Warranty Period).

- 7.2 If, during the Warranty Period, any of the goods and services are found to be defective, then the Supplier shall at its own expense, at the Recipient's or [DFATD/CCC]'s option, expeditiously repair or replace the defective goods or their components or re-perform the service.
- 7.3 [DFATD/CCC] shall assign to the Recipient all of [DFATD/CCC]'s rights to and under the warranty. The Supplier shall provide [DFATD/CCC] and the Recipient proof of the manufacturer's warranty as assigned to the Recipient.

8. TERMINATION

- 8.1 [DFATD/CCC] reserves the right to terminate this PO, or cancel any part, if the Supplier: (a) fails to deliver the goods or perform the services by the time specified; (b) delivers defective goods or performs services that are not in compliance with the PO; or (c) breaches any material terms of this PO.
- 8.2 [DFATD/CCC] may, for its convenience, terminate this PO in whole or in part on written notice to the Supplier. In this event, the Supplier shall be entitled to payment of:
- (a) amounts payable for any goods delivered and services completed in accordance with the PO on or before the date of the written notice for which a price is stated in the PO; and
 - (b) all costs of and incidental to the termination of the PO or part thereof, including the cost of cancellation of obligations incurred by the Supplier with respect to the terminated goods and services or part thereof, and the cost of and incidental to the taking of an inventory of materials, components, work in process and finished work on hand related to the PO at the date of the termination.

9. NOTICE

- 9.1 Notices may be sent by e-mail with return receipt to the address(es) on the PO. Notices sent by e-mail with return receipt shall be deemed to be received on the date they were opened by the recipient. [DFATD/CCC] and the Supplier may change their address(es) by written notice to the other party.

10. APPLICABLE LAWS AND DISPUTE RESOLUTION

- 10.1 The laws of Ontario and the federal laws applicable therein shall govern this PO and [DFATD/CCC] and the Supplier have expressly agreed that the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. Any and all disputes arising out of or related to this PO shall be referred to arbitration in Ottawa, Canada, in the language of the PO, in accordance with the *Commercial Arbitration Act*, (R.S.C R.S.C.1985, c.17, 2nd Supp.). Any such arbitration decision shall be final and binding upon both Parties.

11. GENERAL

- 11.1 The Supplier shall not transfer or assign the PO in any manner without the consent of [DFATD/CCC].
- 11.2 Nothing in the PO shall create a partnership, principal/agent relationship, or a joint venture between [DFATD/CCC] and the Supplier.
- 11.3 Any waiver by [DFATD/CCC] of any breach is not a waiver of any subsequent breach. Any delay or failure by [DFATD/CCC] in enforcing or partially enforcing any provision of the PO is not a waiver of any of [DFATD/CCC]'s rights.
- 11.4 If any provision of these PO terms and conditions is held by any competent authority to be invalid, illegal, or unenforceable in whole or in part the validity of the remainder shall not be affected.

- 11.5 This transaction is not subject to international and national trade agreements dealing with government procurement including but not limited to the WTO Agreement on Government Procurement, the North American Free Trade Agreement, the Comprehensive Economic and Trade Agreement, and the Canadian Free Trade Agreement.
- 11.6 Any amount paid under this Agreement is subject to an appropriation of funds by the Parliament of Canada for the fiscal year in which any commitment would come due for payment. If payment cannot be made either in full or in part because the level of funding is changed by Parliament of Canada, [DFATD/CCC] will notify the Supplier and [DFATD/CCC] will amend or terminate the PO pursuant to Article 8.2.
- 11.7 The Supplier warrants that no bribe, gift or other inducement has been paid, promised or offered to any official or employee of DFATD, CCC or Her Majesty in right of Canada for, or any other government official with a view to, the entering into this PO.
- 11.8 The Supplier shall treat this PO and all records and other information directly or indirectly related to this PO as confidential for an unlimited period of time and shall not disclose to any third parties unless [DFATD/CCC] provides prior written consent to the disclosure. [DFATD/CCC] agrees not to disclose any information provided by the Supplier that the Supplier indicates clearly thereon is confidential in nature unless otherwise required by law or government policy.
- 11.9 All of the Parties' obligations of confidentiality, representations and warranties set out in the PO as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the PO.

ANNEX “A” – Goods Confirmation Certificate

Instructions:

1. This document is used for the acceptance of goods and Services listed below demonstrating that the goods and services were delivered in the quality and quantity required and in accordance with the requirements of the Agreement.
2. This document must be completed by the Supplier and accompany the shipment.
3. This document forms part of the documentation for payment and payment shall not be made without submission of a fully completed Annex “A”. Any comments and reservations made on this document may result in non-payment until the comments/reservations are successfully addressed in the view of **[DFATD/CCC]**.

Item #	Qty	Part #	Description & Specs	Acceptable Condition (Yes / No)	Comments (Be as specific as possible and include photographic evidence of damage when possible)
1					
2					

Submitted by [SUPPLIER]

Authorised Representative:

Name:.....

Signature:.....

Date:.....

Custody temporarily accepted by the Department of National Defence for the Foreign Recipient Beneficiary governmental agency:

Authorised Representative:

Name:.....

Signature:.....

Date:.....

Acknowledged by CANADIAN COMMERCIAL CORPORATION:

Authorised Representative:

Name:

Signature:.....

Date:.....

The Parties hereto agree and understand that these goods are not for the benefit of the Custodial Representative or the government of Canada and will be delivered to the Recipient by the Custodial Representative.

END OF SECTION 3

APPENDIX A: GOODS PRICING TABLE

Please see additional Excel document (Appendix A – Goods Pricing Table) to complete this table.

RESPONDENT NAME: [REDACTED]						
NOTE: Prices quoted must be in Canadian Dollars (CAD)						
NOTE: Any alternate Goods accepted as per Article 7 of Section 1, must be vetted through Questions before stated date on clearly identified in Appendix A Goods Pricing Table including name, part/model number, and manufacturer, along with the pricing in Canadian dollars.						
GROUP A - Tacticle Equipment no. 1						
SER	NAME ⁽¹⁾	SPECIFICATIONS/SIZE COLOUR	PREVIOUSLY PURCHASED	QTY	UNIT PRICE (CAD)	TOTAL (CAD)
1	Binoculars	3000m; compact; waterproof; dustproof; low light level night vision but IR preferable	VORTEX Viper HD 15x20	80		
SHIPPING (See address below) - GROUP A						
CUSTOMS, DUTIES, OR TAXES FOR IMPORT (Exempt for this project) ⁽²⁾ - GROUP A						
OTHER ⁽³⁾ - GROUP A						
GROUP A - TOTAL (CAD)						
GROUP B - Tacticle Equipment no. 2						
SER	NAME ⁽¹⁾	SPECIFICATIONS/SIZE COLOUR	PREVIOUSLY PURCHASED	QTY	UNIT PRICE (CAD)	TOTAL (CAD)
2	Compass	<ul style="list-style-type: none"> •Adjustable declination correction •Mirror for sighting bearings and signaling •Sighting hole and notch for accurate bearings •Clinometer •Luminescent markings for low-light conditions •USGS UTM scales - Milliradians •Baseplate with magnifying lens •Detachable snap-lock lanyard with wristlock 	8214 - SUUNTO MC-2 Compass Mils MILS SS016326000	80		
3	Ballistic Eyewear	Black Frames Clear and Dark Lenses Qty 150 - Size Small Qty 150 - Size Regular	24590/91 - REV Sawfly Military Kit FOL with Clear and Dark lens	300		
4	Headlamp	White Light and Colour Options Strobe Feature AA Battery Powered Water Resistant Harness Colour - Tan or Black	36511 - PETZL TACTIKKA (Tan) + RGB 250 lumens DES E89ABC	300		
5	Knee Pads	High density foam and nylon construction Adjustable straps with quick release feature Colour - Green or Coyote	NGK300 - HWI Ngk Knee Pad (Coyote) - NGK100	300		
6	Elbow Pads	High density foam and nylon construction Adjustable straps with quick release feature Colour - Green or Coyote	NGE300 - HWI NGE Elbow Pad (Coyote) NGE100	300		
SHIPPING (See address below) - GROUP B						
CUSTOMS, DUTIES, OR TAXES FOR IMPORT (Exempt for this project) ⁽²⁾ - GROUP B						
OTHER ⁽³⁾ - GROUP B						
GROUP B - TOTAL (CAD)						

GROUP C - FIRST AID SUPPLIES						
7	Combat Application Tourniquet	Single-handed application Single Routing Buckle Windlass Strap, Rod and Clip Visual cues for application Colour - Black	30001-02 Combat Application Tourniquet Black (C-A-T), Gen 7	690		
8	Hemostatic Bandage (Combat gauze)	Sterile, non-woven gauze with hemostatic agent Latex free Vacuum packed Size - 4 yds x 3 in	44005 Quickclot Z-Fold Combat Gauze	690		
9	Dressing Modular	Sterile 4-ply gauze with 3m elastic bandage, occlusive sheet, transparent pressure cup and control strips Vacuum packaged Size - 6 in	30201 Olaes 6" Modular Bandage (Round)	690		
10	Gauze, Compressed	S-rolled 6-ply cotton gauze Vacuum packaged Size - 4.1 yds x 4.5 in	40100 S-Rolled Gauze 4.5" x 4.1 yds, 6 ply	345		
11	Tape Surg Plst Adhsv	Transparent, water-resistant, perforated plastic tape with capable of bi-directional tear when wearing gloves Size - 1.5 yds x 1 in or 3 yds x 1 in	MET-71130 Transpore Tape Surg Plst Adhsv 1" x 1.5 yds	300		
12	Nitrile Exam Gloves	100 % Nitrile Beaded cuffs and thickened palms Individually wrapped Size - Large Colour - Tan or Blue	68199-LG CTOMS Tan Nitrile Gloves - 1 pair individually wrapped - LRG	2000		
13	First Aid Kit Carrier w/Shock Cord and Lock Set	Cordura fabric Large zipper tab and quick release access to contents External tourniquet pouch Colour - Ranger Green	61054-RG Slimline Gen II, w/Shock Cord and Lock Set	300		
SHIPPING (See address below) - GROUP C						
CUSTOMS, DUTIES, OR TAXES FOR IMPORT (Exempt for this project)⁽²⁾ - GROUP C						
OTHER⁽³⁾ - GROUP C						
GROUP C - TOTAL (CAD)						
DELIVERY DATE						
No later than August 31, 2018.						
SHIPPING ADDRESS:						
SHIP: DDP (Incoterms 2010)		25 CFSD Montreal, Commanding Officer 6363 rue Notre Dame Est Montreal, QC H1N 3V9 Attn: Nicola Lillo nicola.lillo@forces.gc.ca 514-252-2777 x2331				
NOTE: (1) Each item of Equipment must include the manufacturer's technical manuals, such as operator instructions and maintenance instructions. The technical manuals must be in English.						
(2) It is intended that no part of this project is to be subjected to any government imposed costs or fees or taxes (including sales taxes).						
(3) Please provide additional details, as required, if any value placed as "OTHER."						

APPENDIX B: RESPONDENT DECLARATION FORM

Please see additional Word document (Appendix B – Respondent Declaration Form) to complete this form.

Instructions: Complete this Respondent Declaration and submit in Adobe Acrobat PDF format file with the Name of Respondent, Name of Project, and the words "Respondent Declaration" clearly displayed. Failure to include a fully completed and signed Respondent Declaration may, at CCC's discretion, disqualify the Quotation and the associated Respondent.

RESPONDENTS SHALL NOT ALTER THIS FORM

1. NAME OF RESPONDENT:	
Street Address:	Mailing Address (if different than street address)
City:	City:
Prov./Terr./State:	Prov./Terr./State:
Postal/ZIP Code:	Postal/ZIP Code:
Phone #:	Fax#:
E-Mail:	

2. DECLARATION

In relation to the Request for Quotations for the provision of Tactical Equipment and First Aid Supplies - CCC Project #103704:

I, the undersigned, being an authorized representative of the Respondent, hereby certify that to the best of our individual knowledge and after reasonable inquiry that:

- a. the information given on our quotation is in compliance with all requirements and is true, accurate and complete and we confirm that we must meet the delivery date of **August 29, 2018**;
- b. our quotation does not include delivery of goods or services that originate, either directly or indirectly, from entities listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and identified thereto in a "List of Entities" which may be found at <http://laws.justice.gc.ca/eng/regulations/SOR-2002-284/20060322/P1TT3xt3.html>;
- c. neither we nor any member of the Respondent have been convicted of an offence or sanctioned within the last five (5) years under Section 239 of the *Income Tax Act* (Revised States of Canada, 1985, chapter 1, 5th Supplement), Section 327 of the *Excise Tax Act* (Revised States of Canada, 1985, Chapter E-15) or any equivalent or similar provision contained in a provincial statute;
- d. neither we nor any member of the Respondent have ever been convicted of an offence under Section 121 (Frauds on the government and Contractor subscribing to election fund), Section 124 (Selling or Purchasing Office), Section 380 (Fraud committed against Her Majesty) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, or under paragraph 80(1)(d) (False entry, certificate or return) subsection 80(2) (Fraud against Her Majesty), Section 154.01 (Fraud against Her Majesty) of the *Financial Administration Act* or the *Corruption of Foreign Public Officials Act*. (www.justice.gc.ca/eng/dept-min/pub/cfpoa-lcape/index.html);

- e. we acknowledge that neither CCC and/or DFATD are obliged to award an Agreement as a result of this RFQ;
- f. We have not been declared ineligible by Her Majesty or under Canadian laws, official regulations, or by an act of non-compliance with a decision of the United Nations Security Council, and we understand that in the event that any such circumstances arise we may be deemed ineligible for contract award.

Name & Title of Authorized Signatory(ies)

Signature(s) of Individuals or Authorized Signatory(ies)

Date: _____