



**CCC**

Canadian Commercial Corporation  
Corporation Commerciale Canadienne

## **REQUEST FOR QUOTATION**

**CANADIAN COMMERCIAL CORPORATION**  
**Project No. 104246**

**FOR THE SUPPLY AND DELIVERY OF**  
**TACTICAL & GENERAL USE EQUIPMENT AND**  
**ELECTRONICS AS DIRECT GOVERNMENT ASSISTANCE**  
**TO A FOREIGN RECIPIENT**

Issued:  
**November 30, 2018**

Questions to be received by CCC no later than:  
**2:00 PM EST, December 12, 2018**

Quotations to be received by CCC no later than Closing Time:  
**2:00 PM EST, January 8, 2019**

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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 as described in Appendix A (Equipment Pricing Table) of this RFQ (the “Equipment”).

1.2 The Equipment is to be delivered to the Recipient identified in Appendix A no later than May 31, 2019. If this delivery date cannot be met, please include the estimated delivery date in Appendix A (Equipment Pricing Table).

### 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 quotations from suppliers on Equipment 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: Stephen Peacock  
Facsimile: (613) 995-2121  
E-mail: [bids@ccc.ca](mailto: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 must be received no later than 2:00pm EST on December 12, 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 potential 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 quotation 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 (Equipment Pricing Table) in Microsoft Excel format; and
  - One (1) Adobe® PDF format copy of the completed Appendix B (Respondent Declaration), signed and dated by an authorized representative of the Respondent.
- (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](mailto:bids@ccc.ca)  
Subject: CCC PJ # 104246 – TACTICAL & GENERAL USE  
EQUIPMENT AND ELECTRONICS – BELIZE  
Attn: Stephen Peacock

## **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 Equipment under Appendix A are preferred. However, should a Respondent wish to submit a partial quotation, the partial quotation must include pricing for all Equipment listed under either Group A, 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 (the "Preferred Respondent") for each Group. CCC shall notify all Preferred Respondents 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 Equipment.

7.5 CCC may elect to award one agreement for the Equipment or one agreement per Group 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 equipment will be considered, provided that such requests are the subject of an Enquiry in accordance with Article 4. Acceptance of any alternate equipment shall be at the sole and absolute discretion of the RFQ Authority.

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

## **8. NOTIFICATION OF AWARD**

8.1 In the event of an award, CCC will notify the successful Respondent by email. An agreement (“Agreement”), substantially in the form of Section 3 (Draft Supply Arrangement Agreement), should be accepted within five (5) calendar days of the notice of award. If no Agreement is accepted by the successful Respondent within five (5) calendar days of the notice of award, then the notice of award to the successful Respondent may result in termination.

## **9. GOVERNING LAW**

9.1 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.

## **10. PRICING GUIDELINES**

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

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

10.3 The Equipment 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. If the Equipment meets the criteria for a zero-rated supply, the Goods and Services Tax or the Harmonized Sales Tax should not be added to the value of the Equipment. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Equipment has been exported should any request be made to provide such evidence by the Canada Revenue Agency.

## **11. RESERVATION OF RIGHTS BY CCC AND DFATD**

11.1 CCC may investigate the quotation of any Respondent and may require confirmation of information furnished by the Respondent.

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

- (a) Modify the RFQ at any time, with no financial liability owed by CCC to any Respondent;
- (b) Reject any or all of the quotations for any reason, with no financial liability owed by CCC to any Respondent;
- (c) Reject any quotation where any of the circumstances described in [12 \(2014-09-25\) \(Rejection of bid\)](#) of the Standard Acquisition Clauses and Conditions Manual is present;
- (d) Re-issue the RFQ, to temporarily suspend or permanently cancel the RFQ in whole or in part with no financial liability owed by CCC to any Respondent;

- (e) Issue addenda for the purpose of clarification, information, supplements, or changes to this RFQ;
- (f) To request additional information or documents from, and conduct discussions and correspondence with, any or all Respondents;
- (g) Declare any Respondent non-responsive if its Respondent Declaration Form (Appendix B) is found to be false, incomplete or misleading;
- (h) Enter into negotiations with Respondents on any or all aspects of their submissions;
- (i) Accept any quotation in whole or in part without negotiations;
- (j) If no responsive quotations are received and the requirement is not substantially modified, reissue the RFQ by inviting only the Respondents who submitted quotations to resubmit quotations within a period designated by CCC;
- (k) Negotiate with the sole responsive Respondent to ensure best value to the Government of Canada;
- (l) Waive minor deficiencies, informalities, and irregularities in the quotation;
- (m) Award one agreement for the Equipment where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada;
- (n) Award one agreement per Group where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada;
- (o) Increase or decrease quantities depending on the budget available without a new RFQ being issued; and
- (p) Accept alternate Equipment where, in the sole discretion of CCC, the alternate Equipment meets all requirements contained herein.

## **12. RESTRICTION ON SUBMITTALS**

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

## **13. NON-COLLUSION**

13.1 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 quotations of such Respondents void.

## **14. CONFIDENTIALITY**

14.1 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 Equipment 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.



## **SECTION 2: PROJECT BRIEF**

### **1. Canada's Anti-Crime Capacity Building Program**

The Anti-Crime Capacity Building Program (ACCBP) was established in December 2009 to enhance the capacity of beneficiary states, government entities and international organizations to prevent and respond to threats posed by transnational criminal activity in the Americas. In April 2015, the ACCBP's mandate was amended to allow for programming globally, while maintaining a focus on the Americas.

The ACCBP has the following six thematic priorities:

- Security System Reform;
- Illicit Drugs;
- Corruption;
- Human Trafficking and Migrant Smuggling;
- Money Laundering and Proceeds of Crime; and
- Crime Prevention (including Cyber).

The ACCBP is informed by an Interdepartmental Steering Committee composed of representatives from 19 federal departments and agencies. Program assistance is delivered by Canadian government departments and agencies as well as through partnerships with international organizations, and non-governmental organizations.

### **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 ACCBP has the intent of acquiring, for the purpose of directly providing governmental assistance to foreign recipients, the Equipment as described in Appendix "A".

The Equipment described in Appendix "A" includes makes and models of requested equipment. 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 ACCBP. Alternate equipment will be considered in accordance with Article 7.6 of Section 1 of this RFQ.

All Equipment must be delivered to the Recipient identified in Appendix A.

**END OF SECTION 2**

## SECTION 3: DRAFT SUPPLY ARRANGEMENT AGREEMENT

### SUPPLY ARRANGEMENT AGREEMENT

#### DFATD Reference 2016-382

#### CCC Project 104246 – TACTICAL EQUIPMENT – BELIZE

**BETWEEN:**

**CANADIAN COMMERCIAL CORPORATION, a Crown corporation having its head office in the in the City of Ottawa, Ontario (“CCC“)**

**AND:**

**(INSERT LEGAL NAME FOR SUPPLIER HERE)**, a company incorporated pursuant to the laws of **(INSERT JURISDICTION OF INCORPORATION)**, having its head office in the City of **(INSERT NAME OF CITY AND COUNTRY HERE)** (“the Supplier”)

(individually referred to as the “Party” and jointly referred to as the “Parties”)

**WHEREAS** the Canadian Commercial Corporation (“CCC”), a federal Crown corporation, and the Department of Foreign Affairs, Trade and Development (“DFATD”) executed a Memorandum of Understanding setting out a framework for Supply Arrangement Agreements, by which assistance, primarily in the form of in-kind contributions of goods and services will be delivered to foreign government recipients to support the objectives of the Anti-Crime Capacity Building Program (“ACCBP”), a program administered by DFATD;

**AND WHEREAS** the Parties acknowledge and agree that this Supply Arrangement Agreement and the related transaction constitutes an element of an in-kind contribution to a foreign government recipient and is governmental assistance and not a procurement for the benefit of the Government of Canada. The Parties further acknowledge that 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 and the Canadian Free Trade Agreement;

**AND WHEREAS** the government assistance described above is typically acknowledged and accepted by the foreign government recipients through instruments entered into between themselves and DFATD;

**AND WHEREAS** CCC has been tasked by DFATD to manage/enter into and administer this Supply Arrangement Agreement (“Agreement”) for the supply and delivery of equipment as more fully described in Annex A (“the Equipment”) to the **(INSERT NAME OF RECIPIENT)** (“Recipient” or “Accepting Party”), to support Canada’s commitment pursuant to the ACCBP;

**AND WHEREAS** the Supplier has agreed to supply and deliver the aforesaid Equipment;

**NOW THEREFORE**, in consideration of the mutual covenants and subject to the terms and conditions hereinafter set forth, CCC and the Supplier agree as follows:

## **1. SUBJECT MATTER OF THIS SUPPLY ARRANGEMENT AGREEMENT**

1.1 The Supplier agrees to supply the Equipment as set out in Annex A, and to deliver same to the Recipient in accordance with the terms and conditions of this Agreement.

## **2. AGREEMENT DOCUMENTS**

2.1 This Agreement is composed of the following documents and shall be interpreted in the following order of precedence:

- (a) Supply Arrangement Agreement containing:
- (b) Annex "A" – Statement of Requirements;
- (c) Annex "B" – Equipment Acceptance Certificate; and
- (d) Annex "C" – Anti-Corruption Compliance Provisions.

## **3. EFFECTIVE DATE OF THIS AGREEMENT**

3.1 This Agreement shall become effective on the date it is signed by both Parties, or, if signed on separate dates, the date of the last signature ("Effective Date").

## **4. SUPPLIER'S GENERAL OBLIGATIONS**

- 4.1 The Supplier shall fulfil and assume all of the Supplier's obligations as contained in the Agreement documents. For greater certainty, the Supplier shall obtain any and all necessary approvals including export permits and pay any fees associated thereto.
- 4.2 The Supplier hereby agrees to indemnify and hold harmless DFATD and CCC from and against any loss, liability, costs, claims, demands, proceedings, taxes, charges, fines, sanctions, penalties and expenses of whatsoever nature or kind, arising, suffered or incurred by DFATD and CCC as a result of any personal injuries, death or property damages or any other types of damage attributable to the Supplier, its employees, its subcontractors or any other affiliated parties directly or indirectly arising from this Agreement.
- 4.3 The Supplier shall comply with all applicable laws in force in the country where the Equipment is delivered and installed. The laws will include all local, state, national or other laws that affect the performance of the Agreement. The Supplier shall indemnify and hold harmless CCC and DFATD from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Supplier or its personnel, including any subcontractors and their personnel.

## **5. SUPPLIER REPRESENTATIONS**

- 5.1 The Supplier represents and warrants that it has the personnel, experience, qualifications, facilities and all other skill and resources to perform its obligations under the Agreement.
- 5.2 Any breach of the Supplier representations noted above shall entitle CCC to terminate the Agreement for default by the Supplier, and to recover damages from the Supplier, including any additional costs incurred by CCC to perform and complete the delivery of the Equipment.

## 6. PRICE

- 6.1 DFATD, through CCC, shall pay the Supplier a sum not to exceed CAD XXXXXXXX (\$XXXXXXXX CAD), (“Price”) inclusive of delivery costs and all applicable taxes and duties, less wire charges.
- 6.2 In the event that customs duties, taxes or other government imposed costs or fees are demanded of the Supplier by any governmental authority within Belize, the Supplier shall not pay any such amounts and shall immediately notify CCC who will forthwith take the appropriate action to request the Recipient to exempt such duties, taxes or similar charges.
- 6.3 In order to facilitate the completion of the delivery of the Equipment, CCC may formally request the Supplier, in writing, to pay duties, permit costs, taxes, including sales taxes, or similar charges. Payment of the reimbursable costs or fees shall be based upon actual tax receipts supplied by the Supplier and will not form part of the Price. Upon written request from CCC to pay such costs, the Supplier will submit a Change Order Request to CCC in accordance with Article 31.2 of this Agreement.
- 6.4 There will be a day for day extension of the delivery schedule for delays due to non-exempted taxes, duties or fees. The Supplier may also submit a Change Order Request to CCC for costs related to delivery schedule delays due to non-exempted taxes, duties or fees and an amendment will be executed as per Article 31.3 of this Agreement.
- 6.2 Price will remain valid for the duration of the Agreement.

## 7. TERMS OF PAYMENT

- 7.1 Payment terms are 100% of the Price of the Agreement within thirty (30) calendar days after receipt of all documents required under Article 16.

## 8. TITLE AND RISK

- 8.1 All risks of loss or damage shall remain with the Supplier until the Equipment is delivered DDP (Incoterms 2010) [INSERT PLACE OF DESTINATION].
- 8.2 Title to the Equipment shall transfer to the Recipient upon acceptance of the Equipment as evidenced by receipt of a completed Equipment Acceptance Certificate that appears as Annex “B”.
- 8.3 All Equipment shall be free of any liens and any other similar charges at all times.

## 9. ASSIGNMENT AND SUBCONTRACTING

- 9.1 The Supplier shall not assign the Agreement or subcontract any of the obligations without the prior written consent of CCC and any assignment or subletting made without such consent shall be of no effect.
- 9.2 In the event that CCC consents to any assignment or subcontracting, the Supplier agrees to bind each assignee or subcontractor by the terms of the Agreement. No assignment or subcontracting shall relieve the Supplier from any of its obligations under the Agreement or impose any liability upon DFATD or CCC.
- 9.3 Subject to the preceding provisions of this Article, the Agreement shall inure to the benefit of and shall be

binding upon the successors and assigns of the Supplier, respectively. CCC may, at its discretion, require the Supplier to provide from time to time evidence that its accounts with its subcontractors and suppliers are current with respect to its own terms of payment with such subcontractors and suppliers. If such evidence is not provided or CCC is not satisfied with the evidence, CCC may withhold payment under this Agreement until such time that the Supplier provides evidence to the satisfaction of CCC.

## **10. DELIVERY AND ACCEPTANCE**

- 10.1 The Supplier shall deliver all Equipment as described in Annex “A” to the Accepting Party identified in Article 13 (Accepting Party) in compliance with DDP (Incoterms 2010) **[INSERT PLACE OF DESTINATION]** no later than **XXXXXXXXXX, 2019**, and notify the Accepting Party identified in Article 13 (Accepting Party) in writing at least five (5) calendar days in advance of delivery at Destination.
- 10.2 The Supplier shall communicate any anticipated delay in the achievement of the delivery date provided in Article 10 to CCC within five (5) calendar days of the event giving rise to the anticipated deviation.
- 10.3 Time is of the essence and the Supplier understands and agrees that failure to deliver the Equipment in accordance with the delivery date shall, subject to an Excusable Delay as defined in Article 11, constitute a fundamental breach of the Agreement, in which case CCC may proceed to terminate the Agreement in accordance with Article 19 (Termination for Default).
- 10.4 Upon delivery of the Equipment by the Supplier pursuant to this Article, the Equipment shall be examined to verify that it was supplied and delivered in the quality and quantities required and in accordance with the requirements in the Agreement.
- 10.5 Where the Recipient and CCC determine that the provisions of this Article have been met, an Equipment Acceptance Certificate in the form of Annex B attached to this Agreement, shall be issued.

## **11. EXCUSABLE DELAYS**

- 11.1 A delay in the performance by the Supplier of any of its obligations under this Agreement that is caused solely by an event that:
  - (i) is beyond the reasonable control of the Supplier, excluding delays specific to obtaining financing, a contracting permit or any permits required by any Government department or agency;
  - (ii) could not reasonably have been foreseen;
  - (iii) could not reasonably have been prevented by means reasonably available to the Supplier; and
  - (iv) occurred without the fault or neglect on the part of the Supplier;shall constitute an “Excusable Delay”, provided that the Supplier has promptly notified CCC in that regard in accordance with Article 11.2 below.
- 11.2 The Supplier shall notify CCC promptly upon the occurrence of an event giving rise to an Excusable Delay specifically citing Article 11.2 in the notice, with full particulars of the facts involved, together with a clear “work-around” plan, for CCC’s approval, containing in detail the commercially reasonable efforts that the Supplier proposes to take in order to minimize any adverse effects of such event of Excusable Delay. The Supplier shall thereafter carry out the “work-around” plan as approved by CCC.

- 11.3 In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time, not to exceed the period of the Excusable Delay, taking into account the work-around plan approved. Should an event of Excusable Delay prevent CCC or DFATD from meeting its commitment, then CCC, reserves the right to terminate the Agreement for convenience as set out in Article 20 (Termination for Convenience).
- 11.4 DFATD and CCC shall not be liable for any costs or charges of any nature incurred by the Supplier or any of its subcontractors or agents as a result of an Excusable Delay.

## **12. SHIPPING, PACKING AND MARKING INSTRUCTIONS & LABELS**

- 12.1 The Supplier shall package and arrange delivery of the Equipment to the Accepting Party as set out in Article 10 (Deliver and Acceptance).
- 12.2 The Equipment is to be packed in appropriate packaging and clearly marked for safe transit, bearing the name and address of the Accepting Party indicated in Article 13 (Accepting Party). Packaging shall be in accordance with all national and international regulatory requirements. Shipments must contain the following markings on all packaging and documentation:

**[INSERT REQUIRED MARKINGS – i.e. PJ #, Country, Reference #, etc]**

- 12.3 Five (5) calendar days prior to shipment of the Equipment, the Supplier shall notify the CCC Project Manager, as set out in Article 27 (Project Manager) of the:
- (i) Mode and reference number of shipment;
  - (ii) Expected date and place of arrival;
  - (iii) Description of the Equipment being shipped;
  - (iv) CCC Project Number and DFATD reference number.
- 12.4 Upon shipment, the Supplier shall provide the CCC Project Manager with the shipping documentation.

## **13. ACCEPTING PARTY**

- 13.1 The Accepting Party for the acceptance of the Equipment will be:

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

## **14. QUALITY CONTROL, INSPECTION AND TESTING**

- 14.1 DFATD and its designated representatives, including CCC, shall have access to the Supplier's plant or premises where the Equipment is being produced during usual or official working days from Monday to Friday and subject to five (5) calendar days notice to the Supplier, provided DFATD or its representatives:
- (a) Adhere to the policies and procedures regarding safety and security applicable at the premises or plant of the Supplier; and
  - (b) Do not unreasonable impede or interrupt the progress of the work by the Supplier.

- 14.2 All Equipment may be subject to an inspection by DFATD or its designated representatives including CCC. The Supplier shall notify CCC when the Equipment is available for inspection and acceptance in sufficient time to allow the Supplier to adhere to the date for the delivery of the Equipment provided in Article 10 (Delivery and Acceptance).
- 14.3 DFATD and its designated representatives including CCC reserve the right to reject any Equipment which does not conform to the required technical specifications, as set out in Annex "A" to this Agreement. At its option, DFATD or its designated representatives including CCC, may require that the Supplier forthwith, at its own expense, make good any Equipment which does not conform to the technical specifications.

## **15. PERMITS AND LICENCES**

- 15.1 The Supplier will be responsible for obtaining and paying for all permits, licences, certificates or other documents as required by any Government authority in the performance of any obligation under the Agreement if so requested by DFATD or CCC in writing.

## **16. DOCUMENTATION/INVOICING INSTRUCTIONS:**

- 16.1 For payment pursuant to Article 7.1, the Supplier shall submit the following documentation to CCC:
- (a) Valid Commercial Invoice addressed to CCC;
  - (b) Packing list;
  - (c) Signed Equipment Acceptance Certificate (Annex "B"); and
  - (d) Warranty Certificate in accordance with Article 21.

## **17. LIMITATION OF LIABILITY**

- 17.1 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 Agreement shall collectively be limited to the Price as set out in Article 6 (Price), except to the extent caused by or attributable to the willful or negligent act of DFATD or CCC, and in no event shall DFATD or CCC be liable for any special, indirect, incidental or consequential damages.

## **18. LIQUIDATED DAMAGES**

- 18.1 Subject to Article 18.2, if the Supplier fails to deliver the Equipment within the time specified in Article 10 (Delivery and Acceptance), the Supplier shall pay CCC liquidated damages of one percent (1.0%) of the total Price per full week of delay up to a maximum of five percent (5%) of the Price.
- 18.2 If CCC terminates this Agreement in whole or in part under Article 19, the Supplier is liable for liquidated damages accruing until CCC reasonably obtains delivery of similar Equipment. These liquidated damages are in addition to Article 19.1(d) of Article 19 (Termination for Default).
- 18.3 The Supplier will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Supplier such that it constitutes an Excusable Delay as defined in Article 11 (Excusable Delays).

## **19. TERMINATION FOR DEFAULT**

- 19.1 Where the Supplier is in default under this Agreement, CCC may, after giving the Supplier notice in accordance with Article 28 below, and without prejudice to any other rights and remedies, exercise one or more of the following rights:
- (a) Obtain all or part of the undelivered Equipment from other sources at the Supplier's cost or expense;
  - (b) Refuse to sign the Acceptance Certificate that appears as Annex "B";
  - (c) Terminate this Agreement; and
  - (d) Claim damages resulting from the default, including any consequential damages, such as excess and/or additional cost of procuring the Equipment from alternate suppliers.
- 19.2 The following shall constitute default by the Supplier:
- (a) A breach of any of the fundamental terms of this Agreement; or
  - (b) Bankruptcy or insolvency of the Supplier.
- 19.3 CCC, shall notify the Supplier in writing of its intention to exercise any or some of the rights listed in Article 19.1. The Supplier shall have five (5) calendar days from the date of the notice to respond and explain how it proposes to remedy the default. If CCC receives no response within the five (5) calendar days, or if the response is not acceptable to CCC, CCC may immediately exercise its rights as of the date of such further notice.

## **20. TERMINATION FOR CONVENIENCE**

- 20.1 Notwithstanding anything contained in this Agreement, CCC may, at any time prior to the delivery of the Equipment, by giving notice to the Supplier (in this Article sometimes referred to as a "Termination Notice"), terminate this Agreement as regards all or any part of the Equipment not delivered. Upon a Termination Notice being given, the Supplier shall immediately cease work (including the manufacture and procuring of materials for the fulfilment of the Agreement) in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Equipment as are not affected by the termination. CCC may at any time or from time to time, give one or more additional Termination Notices with respect to any or all parts of the Equipment not terminated by any previous termination.
- 20.2 In the event of a Termination Notice notified pursuant to this Article, the Supplier shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the obligations under the Agreement up to the date of termination and to the extent that the Supplier has not already been so paid or reimbursed by DFATD or CCC:
- (a) On the basis of the Agreement price, for all completed work that is inspected and accepted in accordance with the Agreement, whether completed before, or after and in compliance with the instructions contained in, the Termination Notice;
  - (b) The cost to the Supplier for all work terminated before completion; and
  - (c) All costs of and incidental to the termination of the Agreement or part thereof, including the cost of cancellation of obligations incurred by the Supplier with respect to the terminated work or part thereof, 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 Agreement at the date of the termination.



- 20.3 The total amounts to which the Supplier is entitled under subparagraphs 20.2 (a) to (c) inclusive, together with any amounts paid or due or becoming due to the Supplier under other provisions of the Agreement, shall not exceed the Price or the portion thereof that is applicable to the part of the Equipment that is terminated, and shall not exceed the proportion of the price quoted by the Supplier for all of the Equipment that is reasonably attributable to the proportion of the work performed to the effective date of the termination.
- 20.4 In the supply of materials and supplies required for the performance of the Agreement and in the subcontracting of any of the Equipment, the Supplier shall, unless otherwise authorised by CCC, place purchase orders and subcontracts on terms that will enable the Supplier to terminate the same upon terms and conditions similar in effect to those provided in this Article and, generally, the Supplier shall co-operate with CCC and do everything reasonably within its power at all times to minimise the amount of CCC's obligations in the event of a termination under this Article.
- 20.5 The Supplier shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or Termination Notice given by CCC under Article 20.1, except to the extent that Articles 20.2 to 20.3 expressly provide.

## **21. WARRANTY**

- 21.1 The Supplier warrants all Equipment to be free from defects in material, workmanship and construction and that the Equipment will perform to applicable specifications for the manufacturer warranty period ("Warranty Period").
- 21.2 If, during the Warranty Period, any Equipment is found to be defective, then the Supplier shall at its own expense expeditiously repair or replace, at the Recipient's or CCC's option, the defective Equipment or its components.
- 21.3 CCC hereby assigns to the Recipient all of CCC's rights to and under the warranty. The Supplier shall provide CCC and the Recipient proof of the manufacturer's warranty as assigned to the Recipient.

## **22. GST/HST (APPLICABLE TO CANADIAN COMPANIES ONLY)**

- 22.1 The Equipment to be supplied under this 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 Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Equipment has been exported should any request be made to provide such evidence by the Canada Revenue Agency.

## **23. GOVERNING LAW**

- 23.1 This Agreement shall be governed and interpreted in accordance with the laws in force in the province of Ontario, Canada.

## **24. DISPUTES UNDER THIS AGREEMENT**

- 24.1 In the event of any dispute between the Supplier and DFATD or CCC under this Agreement, the Parties shall attempt to settle the matter amicably. In the event that the matter is not so settled and either Party wishes to pursue the matter further, it shall be referred to arbitration in Ottawa, Canada, in the language of the Agreement, in accordance with the *Commercial Arbitration Act* (R.S.C.1985, c.17, 2nd Supp.). Any such arbitration decision shall be final and binding upon both Parties.

**25. ENTIRE AGREEMENT**

25.1 This Agreement, and its Annexes, constitutes the entire agreement between the Supplier and CCC pertaining to the subject matter of this Agreement and supersedes all previous negotiations and documents pertaining thereto.

**26. ANTI-CORRUPTION**

26.1 The Supplier warrants that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to any official or employee of DFATD, CCC, Her Majesty in right of Canada or any other government official, or the Recipient for, or with a view to, the entering into this Agreement.

26.2 The Supplier warrants that it has not contravened and will not contravene the *Corruption of Foreign Public Officials Act* (S.C. 1998, c. 34) in relation to this Agreement, and that it shall observe and comply with the Anti-Corruption Compliance Provisions that are attached hereto as Annex "C".

**27. PROJECT MANAGER**

27.1 The CCC project manager for this Agreement is:

Senior Project Manager  
Canadian Commercial Corporation,  
700 – 350 Albert Street  
Ottawa, Ontario, K1A 0S6  
Attention: XXXXXXXXX  
Telephone: XXXXXXXXX  
Email: XXXXXXXXX@ccc.ca

**28. NOTICES**

28.1 Any notice to be given under this Agreement shall be given in the manner set forth below.

28.2 Any notice hereunder shall be effectively given if sent by letter or by telegram, postage prepaid or with charges prepaid as the case may be, by facsimile or by electronic mail with return receipt. Notices sent by facsimile shall be deemed to be received on the day they were sent. Notices sent by registered mail shall be deemed to be received on the fifth business day after the date of mailing. Notices sent by electronic mail with return receipt shall be deemed to be received on the date they were opened by the recipient.

28.3 Notices shall be sent to:

(a) **INSERT SUPPLIER NAME**  
XXXXXXX  
XXXXXXX  
XXXXXXX  
Attn: XXXXXXXXX  
Telephone: XXXXXXXXX  
Email: XXXXXXXXX

(b) **Canadian Commercial Corporation**  
700 – 350 Albert Street

Ottawa, Ontario, K1A 0S6

Attn: [INSERT CCC PROJECT MANAGER NAME & CONTACT INFO]

Telephone: XXXXXXXXX

Fax: XXXXXXXXX

Email: XXXXXXXXX

With a copy to VP Legal Services and General Counsel

350 Albert Street, 7th Floor

Ottawa, Ontario, K1A 0S6

28.4 The above names, addresses, contact numbers may be changed by Notice.

## **29. PROGRESS REPORTS**

29.1 The Supplier shall communicate to DFATD/ CCC in writing on a bi-weekly basis, or more frequently if CCC so requires, describing its progress under the Agreement, including a full description of any actual or anticipated problems or delays and the proposed resolution thereof. CCC may specify to the Supplier the nature and content of these communications.

## **30. CONFIDENTIALITY AND ANNOUNCEMENTS**

30.1 The Supplier shall treat this Agreement and all records and other information directly or indirectly related to this Agreement as confidential for an unlimited period of time and shall not disclose to any third parties unless CCC provides prior written consent to the disclosure.

30.2 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.

30.3 The Parties understand that DFATD will lead on announcements relating to this Agreement. The Supplier will not make any announcement of any kind, including press releases, in relation to the Agreement unless prior written consent is given by DFATD or CCC.

## **31. AMENDMENTS**

31.1 Any amendment must be in writing executed by both the Supplier and CCC. The Supplier shall not deliver Equipment or perform services in excess of or outside of the scope of this Agreement based on verbal or written requests or instructions from any person, except pursuant to a written amendment.

31.2 It is intended that no part of this project is to be subjected to any government imposed costs or fees, taxes (including sales taxes), or excise duties in Belize. In the event that customs duties, taxes or other government imposed costs or fees are demanded of the Supplier by any governmental authority within Belize, CCC may request the Supplier, in writing, to pay the costs or fees. Supplier will submit, within five (5) calendar days following CCC's request, the estimated cost impact to be reviewed by DFATD and CCC. Upon CCC's written approval and confirmation to proceed, an amendment will be executed to incorporate the reimbursable costs or fees to this Agreement no later than fifteen (15) calendar days from the written confirmation. Payment of the reimbursable costs or fees shall be based upon actual tax receipts supplied by the Supplier.

31.3 In the event there is an extension of the project schedule for delays due to non-exempted taxes, duties or fees, the Supplier may also submit a Request to CCC for costs related to project schedule delays providing the cost impact to be reviewed and approved by CCC. Upon CCC's written approval, an

amendment will be executed to incorporate the cost and impact on the delivery date provided in Article 10 (Delivery and Acceptance) no later than fifteen (15) calendar days from the written approval.

## **32. WAIVER**

- 32.1 A waiver of the breach of any provision of the Agreement shall not be binding upon either Party, unless it is in writing and signed by the waiving Party and delivered to the other Party. A waiver by a Party of any provision of this Agreement shall not constitute a continuing waiver, or a waiver of one or any of the other provisions, unless such waiver shall specifically provide otherwise.
- 32.2 Payments to the Supplier shall not constitute evidence that the Supplier's related obligations under this Agreement have been performed.

## **33. INVALID PROVISIONS**

- 33.1 If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but it shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.

## **34. IN-KIND CONTRIBUTION**

- 34.1 The Parties acknowledge and agree that this Agreement constitutes an element of an in-kind contribution to a foreign recipient and is governmental assistance.

## **35. NO EMPLOYEE OR AGENCY RELATIONSHIP**

- 34.1 Neither the Supplier, nor anyone else who is engaged by the Supplier to deliver any goods or services under this Agreement will be considered employees of DFATD or CCC. The Supplier also understands that nothing in this Agreement makes it a partner or agent of CCC or DFATD. The Supplier will not represent itself, and will ensure its employees, subcontractors and agents do not represent themselves, including in any agreement or arrangement with a third party, as a partner or agent of CCC or DFATD.

## **36. CONFLICT OF INTEREST**

- 36.1 It is a term of this Agreement that:
- (a) no current or former public office holder or public servant who is not in compliance with the *Conflict of Interest Act*, Policy on Conflict of Interest and Post-Employment or the Canadian Values and Ethics Code for the Public Sector will derive a direct benefit from this Agreement;
  - (b) during the term of this Agreement any Canadian public office holder or public servant engaged in the course of carrying out this Agreement will conduct themselves in compliance with the *Conflict of Interest Act*, Policy on Conflict of Interest and Post-Employment and the Canadian Values and Ethics Code for the Public Sector. Should an interest be acquired during the term of this Agreement that would cause a conflict of interest or seem to cause a departure from principles espoused in the Codes referenced above, the Supplier will declare it immediately to CCC.

## **37. APPROPRIATION**

37.1 In accordance with Section 40 of the *Financial Administration Act*, payment under the Agreement is subject to an appropriation from the Government of Canada for this particular Project for the fiscal year in which any commitment hereunder would come in course of payment. CCC may negotiate an amendment to the Agreement with the Supplier or terminate the Agreement pursuant to Article 20 (Termination for Convenience) in the eventuality that payment cannot be made either in full or in part because the level of funding is changed by the Parliament of Canada or the appropriate is not available.

## **38. INTERNATIONAL SANCTIONS**

38.1 From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the *United Nations Act (U.N. Act)*, S.C. 1985, c. U-2, the *Special Economic Measures Act (SEMA)*, S.C. 1985, c. 17, the *Export and Import Permits Act (EIPA)*, S.C. 1985, c. E-19, and all other international conventions related to economic sanctions to which Canada has adhered. The Supplier agrees that it will, in the performance of this Agreement, comply with any such regulations that are in force on the Effective Date of this Agreement, and will require such compliance by its subcontractors.

38.2 The Supplier agrees that CCC relies on the Supplier's undertaking noted above to enter into this Agreement, and that any breach of the undertaking shall entitle CCC to terminate this Agreement under the provisions of this Agreement relating to default by the Supplier, and therefore to recover damages from the Supplier, including re-procurement costs arising out of such a termination.

38.3 A list of and details on existing sanctions can be found at: <http://www.international.gc.ca/sanctions/index.aspx>. The Supplier shall consult the above link to be aware of the foreign governments, persons and activities subject to economic sanctions during the term of this Agreement.

38.4 The Supplier agrees that only the text as published in the Canada Gazette, Part II, is authoritative.

38.5 If the Agreement is executed prior to the imposition of a sanction as described in Article 38.1, CCC reserves the right to terminate the Agreement in accordance with Article 20 (Termination for Convenience).

38.6 The Supplier shall include a similar provision on international sanctions in all sub-agreements it signs for the purposes of this Agreement. The Supplier shall notify CCC immediately if it is unable to complete its obligations under this Agreement as a result of the imposition of economic sanctions against a foreign government or a person, or an activity under economic sanction. If CCC and the Supplier cannot agree on a workaround plan, this Agreement will be terminated in accordance with Article 20 (Termination for Convenience).

## **39. ANTI-TERRORISM**

39.1 Consistent with numerous United Nations Security Council resolutions, including S/RES/1269 (1999), S/RES/1368 (2001), and S/RES/1373 (2001), and associated individuals and entities, both DFATD/CCC and the Supplier are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. It is the laws of Canada that none of its funds are used, directly or indirectly, to support individuals or entities associated with terrorism.

- 39.2 The Supplier acknowledges and warrants that neither it, nor any of its employees, directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05(1) of the *Criminal Code* of Canada, and as identified thereto in a “List of Entities” which may be found at <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> or <http://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx>.
- 39.3 The Supplier acknowledges and warrants that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities referenced in subsection 39.2.
- 39.4 The Supplier will include this wording in any further funding arrangements, requiring further implementing parties/entities not to use the funding provided under the further funding arrangement to benefit terrorism.
- 39.5 The Supplier acknowledges that this Anti-Terrorism section forms an integral part of this Agreement, and that DFATD/CCC may terminate this Agreement or reduce or suspend any payments under it if the Supplier fails to honour these provisions.

#### **40. SUPPLIER PERSONNEL**

- 40.1 Intentionally deleted.

#### **41. AUDIT**

- 41.1 The Supplier shall keep proper accounts of the cost of the Equipment and all expenditures or commitments made by the Supplier including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of CCC who may make copies and take extracts there from.
- 41.2 The Supplier shall afford facilities for audit and inspection and shall furnish the authorized representatives of CCC with such information that CCC may require with reference to the documents referred to herein.
- 41.3 The Supplier shall not dispose of the documents referred to herein without the written consent of the CCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the Agreement or, in the absence of such specification, for a period of six (6) years following the completion of delivery of the Equipment.

#### **42. SURVIVAL**

- 42.1 The following Articles survive the termination and/or expiry of this Agreement:

- (a) Article 4 (Supplier’s General Obligations);
- (b) Article 17 (Limitation of Liability);
- (c) Article 18 (Liquidated Damages);
- (d) Article 21 (Warranty);
- (e) Article 23 (Governing Law);
- (f) Article 24 (Disputes under this Agreement);
- (g) Article 30 (Confidentiality and Announcements); and
- (h) Article 41 (Audit).

**43. COUNTERPART EXECUTION**

43.1 This Agreement may be executed in any number of counterparts with the same effect as if the Parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same agreement. The Parties further agree that a faxed or PDF copy of the signature shall be deemed to be and shall have the same effect as an original signature.

**IN WITNESS WHEREOF** this Agreement has been executed by the duly authorised officers of the Parties.

**CANADIAN COMMERCIAL  
CORPORATION**

**SUPPLIER LEGAL NAME**

\_\_\_\_\_  
**Name (printed)**

\_\_\_\_\_  
**Name (printed)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**





**ANNEX “B” – Equipment Acceptance Certificate**

Instructions:

- 1) This document is used for the acceptance of the Equipment demonstrating that the Equipment was supplied and delivered in the quality and quantities required and in accordance with the requirements in the Agreement.
- 2) This document must be completed in full and signed for payment to be authorised under the Agreement.
- 3) Any comments and/or reservations made on this document may result in non-payment until the comments/reservations are successfully addressed in the view of CCC.

Item #	Qty	Part #	Description & Specs	New Condition (Yes / No)	Comments (Be as specific as possible and include photographic evidence of damage when possible)
			TO BE COMPLETED AT TIME OF AWARD		

**Submitted by: INSERT SUPPLIER LEGAL NAME (Supplier)**

**Accepted by: INSERT NAME OF RECIPIENT**

*Authorised Representative:*

*Authorised Representative:*

Name:.....

Name:.....

Signature:.....

Signature:.....

Date:.....

Date:.....

**Acknowledged by: CANADIAN COMMERCIAL CORPORATION**

*Authorised Representative:*

Name: .....

Signature: .....

Date: .....

## ANNEX "C" – Anti-Corruption Compliance Provisions

The following provisions form part of this Agreement:

1. In this Agreement:

"Immediate Family Members" means a parent, child, sibling or spouse of a person;

"Intermediary" means any contractor, consultant, agent or representative of Supplier;

"Prohibited Act" means: giving, offering, promising or agreeing to give, offer or promise, directly or indirectly, anything of value to a Public Official, or any other person for the benefit of the Public Official, as consideration for that official's act or omission in relation to the official's duties or to influence other Public Officials of the Recipient country or any other relevant jurisdiction. However, it is not a Prohibited Act to do any of the foregoing if it is required to do so under the laws of the Recipient country or any other relevant jurisdiction for which the Public Official performs duties or functions, or to pay the reasonable expenses incurred in good faith by or on behalf of a Public Official that are directly related to the promotion, demonstration or explanation of the Supplier's products and services;

"Public Official" means

- a) a person who holds a legislative, administrative or judicial position of a State;
- b) a person who performs public duties or functions for a State, including a person employed by a board, commission, corporation or other body or authority that is established to perform a duty or function on behalf of the State, or is performing such a duty or function;
- c) an official or agent of a public international organisation that is formed by two or more States or governments, or by two or more such public international organisations; and
- d) any person identified in the definition given to "foreign public official" under the *Corruption of Foreign Public Officials Act*.

"State" means a country, and includes

- a) any political subdivision of that country;
- b) the government, and any department or branch, of that country or of a political subdivision of that country; and
- c) any agency of that country or of a political subdivision of that country.

2. The Supplier, with regard to its operations and activities under or in furtherance of the Agreement represents that it and its directors, officers, employees and Intermediaries have not engaged and will not engage in a Prohibited Act.
3. The Supplier represents that except as disclosed in writing to DFATD, the Supplier's majority owners, directors, officers, employees and Intermediaries that are or will be involved in this Agreement, and their Immediate Family Members, are not Public Officials of the Recipient country. The Supplier further agrees that it will immediately disclose any such appointment to DFATD and that any such appointment will entitle DFATD to immediately terminate this Agreement.
4. After execution of the Agreement, the Supplier will not, without DFATD's prior written consent, retain any Intermediary who, with regard to the Suppliers' operations and activities under or in furtherance of the Agreement, will have or may reasonably be expected to have contact with Public Officials of the Recipient country. DFATD may request copies of Supplier's due diligence on any such Intermediary and shall respond in a timely manner. Where DFATD does not consent to the Intermediary proposed by the Supplier, it shall provide a reason for the rejection.

5. The Supplier will maintain appropriate anti-corruption policies and practices as may be reasonably required by DFATD and will provide documentation of these policies and practices to DFATD.
6. Notwithstanding any other provisions in this Agreement, the Supplier will keep accurate books, accounts, records, and invoices concerning operations or activities under or in furtherance of the Agreement and agrees that DFATD is entitled, with the help of outside auditors if it deems necessary, to audit all books, accounts, records and invoices and accompanying documentation of the Supplier, or otherwise investigate the Supplier, for compliance with the provisions of this Annex "C" and that the Supplier will cooperate fully in any such audit or investigation.
7. The Supplier will:
  - (a) as soon as possible, notify DFATD of any investigation or proceeding initiated by a governmental authority relating to an alleged violation of laws in relation to the corruption or bribery of Public Officials by the Supplier or any of its directors, officers, employees or Intermediaries. The Supplier will keep DFATD informed as to the progress and disposition of any such investigation or proceeding;
  - (b) promptly respond in reasonable detail and with applicable documentary support to any reasonable request from DFATD concerning a notice sent by Supplier under paragraph (a), including showing its compliance with the undertakings in paragraph 6;except that Supplier will not be obligated to disclose to DFATD any information that is legally privileged.
8. In the event that DFATD has a good faith belief that any of the Supplier, its majority owners, directors, officers, employees or Intermediaries has engaged or intends to engage in a Prohibited Act with regard to its operations and activities under or in furtherance of the Agreement, DFATD may, at its option, upon seven (7) days written notice terminate the Agreement or suspend or withhold payment.

Supplier will indemnify DFATD for any damages, losses, penalties, costs (including reasonable legal costs and attorneys' fees), and liabilities arising from, or related to the events underlying Supplier's admission of, or final adjudication of, allegations or charges made by a governmental authority that it or its directors, officers, employees, agents or representatives have, in respect of operations or activities under or in furtherance of this Agreement violated laws in relation to the corruption or bribery of public officials.

### **END OF SECTION 3**

APPENDIX A - EQUIPMENT PRICING TABLE

RESPONDENT NAME: \_\_\_\_\_

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
<b>GROUP A - TACTICAL EQUIPMENT</b>								
1	Berets Special Forces Green Beret with Leather Pre Shaped	Colour: Green 50 x Size 6 1/2 25 x Size 6 3/4 10 x Size 7 10 x Size 7 1/4 5 x Size 7 1/2	Any		100			
2	Jungle boots Altama Footwear - Jungle Boot 6853 (Men's) - Black Leather / Cordura Nylon (or equivalent)	Colour: Black 2 x Size 6 3 x Size 6 1/2 10 x Size 7 15 x Size 7 1/2 15 x Size 8 10 x Size 8 1/2 10 x Size 9 10 x Size 9 1/2 5 x Size 10 5 x Size 10 1/2 5 x Size 11 5 x Size 11 1/2 5 x Size 12 1/2	ALTAMA (or equivalent)		100			
3	Barrack boots Under Armour Men's Vaisetz RTS (or equivalent)	Colour: Coyote Brown 2 x Size 6 3 x Size 6 1/2 10 x Size 7 15 x Size 7 1/2 15 x Size 8 10 x Size 8 1/2 10 x Size 9 10 x Size 9 1/2 5 x Size 10 5 x Size 10 1/2 5 x Size 11 5 x Size 11 1/2 5 x Size 12 1/2	Under Armour (or equivalent)		100			
4	Shemagh Tactical Desert Scarf	Colour: Green	Rothco (or equivalent)		90			
5	Men's Track Suit, in cotton/polyester blend or similar breathable material, including crewneck sweatshirt (without hood) and matching open bottom, pocketed sweatpants	Colour: Black Size: 50 x Small 50 x Medium 50 x Large	Any		150			

NOTE:

- Prices quoted must be in Canadian Dollars (CAD)
- Any alternate Equipment accepted as per Article 7 of Section 1, must be clearly identified in Appendix A (Equipment Pricing Table) including name, part/model number, and manufacturer, along with the pricing in Canadian dollars.
- Please indicate the estimated delivery date for each item in the column provided below.

**APPENDIX A - EQUIPMENT PRICING TABLE**

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
6	Poncho Liner Fox Outdoor Products Poncho Liner, Digital Woodland Camouflage (or equivalent)	Size: 82" x 60" Colour: Woodland Camouflage	Fox Outdoor (or equivalent)		100			
7	Busha Aqua Quest Defender Tarp Kit, including: - Medium Defender Tarp - 4 'BOA' adjustable straps - 4 Ultralight aluminum pegs - Stuff sack (or equivalent)	Size: Medium 10 x 7 ft Colour: Camo	Aqua Quest (or equivalent)		100			
8	Water Proof Bags Drakon Outdoor Equipment 40L Waterproof Go-Bag w/ MOLLE design, to fit inside Item 10 (Bergan) (or equivalent)	Size: 40L (approx. 23" tall x 12" wide x 7" deep) Colour: Blacked-Out	Drakon (or equivalent)		100			
9	Hammocks Hennessy Hammock Expedition Series (or equivalent)	Style: Classic	Hennessy Hammock (or equivalent)		90			
10	Bergans - USGI Military Large Olive Drab Alice Pack w/ Frame, Waist Belt, Kidney Pad, and Shoulder Straps (or equivalent)	Colour: Olive Drab	Genuine US Military Issue (or equivalent)		100			
11	Ghillie Suit, OUTERDO Camo Suit for use in jungle terrain, including: - 1 x Hood with adjustable chin strap and netted face opening - 1 x Jacket with elastic waist and cuff and snap closures - 1 x Pants with elastic drawstring waist - 1 x Gun cover - 1 x Carry bag with 2 compression straps to compact the suit. (or equivalent)	Size: 2 x Chest 42"/Waist 34" 2 x Chest 46"/Waist 40"	OUTERDO (or equivalent)		4			
12	COVRT18 Tactical Covert Backpack, Style 56961 (or equivalent)	Colour: Asphalt/Black	5.11 (or equivalent)		90			
13	Body Armour Condor MOLLE Nylon EXO GEN 2 Body Armor Plate Carrier (201165), including magazine pouches for M9 and M4 capability (or equivalent)	Colour: Coyote Brown Size: 30 x SM 20 x L/XL	Condor (or equivalent)		50			
14	Rappel rope Singing Rock R44 NFPA Static Rope, CE Certified EN189 Type A UIAA (or equivalent)	Size: 11.2-mm x 200 Feet Colour: Black Weight: 72 grams/meter Strength: 37.8kN	Singing Rock (or equivalent)		2			
15	Fast rope POWER GUIDANCE Battle Rope - 1.5" Width Poly Dacron 50ft Length - with Battle Rope Anchor (or equivalent)	Width: 1.5" Length: 50 ft Colour: Black	Power Guidance (or equivalent)		2			
16	Rappel Gloves Liberty Mountain Rappel Glove (or equivalent)	Size: 20 x Small 20 x Medium 20 x Large 20 x X-Large Colour: Black	Liberty Mountain (or equivalent)		80			

APPENDIX A - EQUIPMENT PRICING TABLE

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
17	Elbow Pads KUYOU Military Army Tactical Combat Elbow Protective Pads (or equivalent)	Colour: Black	KUYOU (or equivalent)		80			
18	Knee pads KUYOU Military Army Tactical Combat Knee Protective Pads (or equivalent)	Colour: Black	KUYOU (or equivalent)		80			
19	Shooting Gloves Fullfinger Tactical Gloves	Size: 10 x Medium 15 x Large 5 x X-Large Colour: Black	FREETOO (or equivalent)		30			
20	Pistol flashlights Streamlight 69240 TL-R-4 Tactical Light with Aiming Laser (Red) including batteries with universal fit if available. (Must fit in Item 21 - Holster) (or equivalent)	To be used with: 50 x Glock 17 40 Beretta	Streamlight (or equivalent)		90			
21	Close Quarter Combat Concealment Holster to fit Glock 17 and Beretta (must accommodate pistol flashlight in Item 20) (or equivalent)	5 x Glock Left Hand 5 x Beretta Left Hand 45 x Beretta Right Hand 45 Glock Right Hand	BlackHawk (or equivalent)		100			
22	Spot lights Streamlight 44911 Waypoint Spotlight with 120-Volt AC Charger and batteries included (or equivalent)	Colour: Black	Streamlight (or equivalent)		5			
23	Oakley Men's OO901.4 Gascan Sunglasses (or equivalent)	Colour: Polished Black / Grey Lens	Oakley (or equivalent)		100			
24	Ballistic Eyewear ESS Eyewear Cross Series Crossbow 3LS Kit 740-0387 - Scratch resistant, anti fog, uv-resistant - Kit to include 1 Black Frame Set w/ Clear, Smoke Gray & Hi-Def Yellow Lenses - Micro-fiber Pouches, Elastic Retention Strap & Zippered Hard Case (or equivalent)	Colour: Black Frame Set w/ Clear, Smoke Gray & Hi-Def Yellow Lenses	ESS Eyewear (or equivalent)		90			
25	Medic Pack London Bridge MOJO Assault Medical Backpack (LBT-0996J) (or equivalent)	Colour: Coyote Tan	London Bridge Trading (or equivalent)		3			
26	Helmets Lancer Tactical CA-806B Maritime ABS Helmet (or equivalent)	Size: 60 x Large 30 x X-Large Colour: Black	Lancer Tactical (or equivalent)		90			
27	Belts (heavy duty) Survival Tactical Belt, Emergency Fire Rescue Rigger Waist Belt Military CQB Belt (or equivalent)	Colour: Black	Freehawk (or equivalent)		100			

APPENDIX A - EQUIPMENT PRICING TABLE

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
28	M4 Flashlights Quick Release 45° Offset Mount 1000 Lumens L2 LED Tactical Flashlight Torch, with Quick Release Offset Mount and Remote Pressure Switch (or equivalent)	Colour: Matte Black	CISNO (or equivalent)		90			
29	Knives Eachway Professional 10 in 1 Emergency Survival Gear Kit including: 1 x Flintstone 1 x Multi-function scraper 1 x Tactical pen 1 x Portable mini light 1 x Whistle 1 x Flashlight 1 x Multi-function Knife 1 x Saber Card 1 x Compass 1 x Waterproof and shockproof case 1 x Emergency Blanket (or equivalent)	N/A	Eachway (or equivalent)		100			
30	Map Cases Aqua Quest TRAIL Map Case - 100% Waterproof Document Dry Bag Holder with Clear Window & Lanyard (or equivalent)	Colour: Black	Aqua Quest (or equivalent)		100			
31	Neo Chest Rig (40NCR0) (or equivalent)	Colour: MultiCam / Black	High Speed Gear (or equivalent)		90			
32	Camp bed Heavy Duty Foldable Camping Cot Portable Military Bed w/ Carrying Bag	Colour: Any	Goplus (or equivalent)		40			
33	Head lights LED Headlamp Flashlight with Red Light (Waterproof) w/ batteries	Colour: Black	nyteBright (or equivalent)		90			
34	Navigation Compass with: - Graduated in miles - Clear base plate with Romer scale for 1:50,000 and 1:25,000 - Adjustable declination - Luminous markings for night navigation	N/A	Silva (or equivalent)		90			
35	Military Style UTM/MGRS Coordinate Scale and Protractor (GTA 5-2-12)	N/A	Any		90			
<b>SHIPPING (See address below) - GROUP A</b>								
<b>CUSTOMS, DUTIES, OR TAXES FOR IMPORT (Exempt for this project) <sup>(2)</sup> - GROUP A</b>								
<b>OTHER <sup>(3)</sup> - GROUP A</b>								
<b>GROUP A - TOTAL (CAD)</b>								

**APPENDIX A - EQUIPMENT PRICING TABLE**

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
<b>GROUP B - GYM EQUIPMENT</b>								
<b>36</b>	Marcy Smith Machine / Cage System, with Linear Bearing (MD-9010G) (or equivalent) - Must be compatible with Item 37 below	N/A	Marcy Pro (or equivalent)		3			
<b>37</b>	USA Sports Olympic Black Weight Set with Black Bar - 300 Pounds - Including: 2 x 45 lb plates, 2 x 35 lb plates, 2 x 25 lb plates, 2 x 10 lb plates, 4 x 5 lb plates, 2 x 2.5 lb plates, 1 x 7' 45 lb. bar, and 1 pair of collars for a total of 300 lbs (or equivalent) - Must be compatible with Item 36 above	NA	Troy Barbell (or equivalent)		3			
<b>SHIPPING (See address below) - GROUP B</b>								
<b>CUSTOMS, DUTIES, OR TAXES FOR IMPORT (Exempt for this project) <sup>(2)</sup> - GROUP B</b>								
<b>OTHER <sup>(3)</sup> - GROUP B</b>								
<b>GROUP B - TOTAL (CAD)</b>								



APPENDIX A - EQUIPMENT PRICING TABLE

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
<b>GROUP C - ELECTRONICS</b>								
38	Projector Epson Home Cinema 3700 Full HD 1080p 3LCD Projector (or equivalent)	N/A	Epson (or equivalent)		2			
39	Toughbook computers Panasonic Toughbook 54 Touch • Operating System: Windows 10 Pro • Memory: 16GB • Processor: Intel Core i5-4310U, or higher • Hard Drive Capacity: 1TB Solid State Drive, or higher (or equivalent)	N/A	Panasonic (or equivalent)		6			
40	G-Shock Ana-digi World Time Black Dial Men's Watch (GA110-1B) (or equivalent)	N/A	Casio (or equivalent)		90			
41	Spot trackers SPOT Gen3 Satellite GPS Messenger (or equivalent)		SPOT (or equivalent)		10			
42	Handheld Two-Way Radios CP185 Radio, Display VHF, 16 Channel (AAH03KEF8AA7AN), 136-174 MHz, 5 Watts, Black (or equivalent) - <b>Must be compatible with Item 43 below</b>	N/A	Motorola (or equivalent)		40			
43	Single Wire Earpiece with Kevlar Reinforced Cable for Motorola Radio CP185 (or equivalent) - <b>Must be compatible with Item 42 above</b>	Colour: Black	Motorola (or equivalent)		40			
44	Cameras GoPro HERO4 Black, including: - HERO4 Black Camera - Standard Housing 131' (40m) - Rechargeable Battery - Curved & Flat Adhesive Mounts - 3-Way Pivot Arm - USB Cable - 32 GB SD Card (or equivalent)	N/A	GoPro (or equivalent)		8			
45	Printers HP OfficeJet Pro 7740 Wide Format All-in-One Printer with Wireless & Mobile Printing (or equivalent HP model)	N/A	HP		3			

**APPENDIX A - EQUIPMENT PRICING TABLE**

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
46	Projector Screen 100 Inch 16:9 Projector Screen with Stand Portable Indoor Outdoor Full Up Tripod Stand (Adjustable Aspect Ratio, 1.1 Gain, Matte White), includes: *Viewing Area: 87" x 49" *Material: Matte White *Diagonal: 100" *Aspect Ratio: 16:9 *Gain: 1.3 *Viewing Angle: 160 degree *Include projection screen *1, steel tripod*1 and instruction manual* (or equivalent)	Size: 100" Diagonal	Cloud Mountain (or equivalent)		4			
47	Phantom Drone Phantom 4 Pro Quadcopter w/ Advanced Bundle, including: 1- DJI Phantom 4 Professional Quadcopter 1- Remote Control for Phantom 4 Pro 4 x Propeller Pairs 2- 5870 mAh High Capacity Intelligent Flight Battery 1- Battery Charger 1- AC Cable for Battery Charger 1- Gimbal Clamp 1- USB OTG Cable 1- Micro-USB Cable 1- SanDisk 32GB Ultra MicroSD Card 1- Hard Shell Backpack for DJI Phantom 4 Pro 1- 16GB MicroSD Card 1- DJI Carrying Case 1- Brush Blower 1- eDigitalUSA Cleaning Kit 1- eDigitalUSA Microfiber Cleaning Cloth (or equivalent)	N/A	DJI (or equivalent)		4			
<b>SHIPPING (See address below) - GROUP C</b>								
<b>CUSTOMS, DUTIES, OR TAXES FOR IMPORT (Exempt for this project) <sup>(2)</sup> - GROUP C</b>								
<b>OTHER <sup>(3)</sup> - GROUP C</b>								
<b>GROUP C - TOTAL (CAD)</b>								
<b>SHIPPING ADDRESS:</b>								
TO: Belize Defence Force (BDF)								
Price Barracks								
Ladyville								
Belize								

**APPENDIX A - EQUIPMENT PRICING TABLE**

SER	NAME <sup>(1)</sup>	SIZE / COLOUR	MANUFACTURER	ACCEPTED ALTERNATE (if applicable)	QTY	UNIT PRICE (CAD)	TOTAL (CAD)	ESTIMATED DELIVERY DATE
<p><b>NOTE:</b> (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.</p> <p>(2) It is intended that no part of this project is to be subjected to any government imposed costs or fees, taxes (including sales taxes), or excise duties in Jamaica. In the event that customs duties, taxes or other government imposed costs or fees are demanded of the Supplier, refer to Articles 6.2 and 6.3 of Section 3 (Draft Supply Arrangement Agreement).</p> <p>(3) Please provide additional details, as required, if any value placed as "OTHER."</p>								

## Appendix B Respondent Declaration 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

<b>1. NAME OF RESPONDENT:</b>	
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 & General Use Equipment and Electronics to Belize - CCC Project #104246:

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;
- 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(1) of the Criminal Code of Canada, and identified thereto in a "List of Entities" which may be found at: <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atf-fat/Pages/default.aspx> or <http://www.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/crrnt-lstd-ntts-eng.aspx>.
- c. neither we nor any member of the Respondent have, directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay, a contingency fee to any individual for the solicitation, negotiation or obtaining of the Agreement if the payment of the fee would require the individual to file a return under section 5 of the *Lobbying Act*;
- d. 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;

- e. 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](http://www.justice.gc.ca/eng/dept-min/pub/cfpoa-lcape/index.html));
- f. neither we nor any member of the Respondent have ever been convicted of an offence under any of the provisions referred to in subsection 750(3) of the *Criminal Code* or that, if the Respondent or any member of the Respondent has been convicted of any of those offences, it is one for which
  - i. a pardon was granted under the *Criminal Records Act* – as it read immediately before the coming into force of section 109 of the *Safe Streets and Communities Act* – that has not been revoked or ceased to have effect;
  - ii. a record suspension has been ordered under the *Criminal Records Act* and that has not been revoked or ceased to have effect;
  - iii. an order of restoration was made under sub-section 750(5) of the *Criminal Code* that restores the Respondent’s capacity to enter into the Agreement or to receive any benefit under the Agreement as the case may be; or
  - iv. the conviction was set aside by a competent authority.
- g. we acknowledge that neither CCC and/or DFATD are obliged to award an Agreement as a result of this RFQ;
- h. 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: \_\_\_\_\_