



REQUEST FOR QUOTATION

CANADIAN COMMERCIAL CORPORATION
Project No. 104246

FOR THE SUPPLY AND DELIVERY OF
NIGHT VISION GOGGLES AND ACCESSORIES
AS DIRECT GOVERNMENT ASSISTANCE TO A FOREIGN
RECIPIENT

Issued: March 14, 2019

Questions to be received by CCC no later than:
2:00 PM EDT, April 1st 2019

Quotations to be received by CCC no later than Closing Time:
2:00 PM EDT, April 15th 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 eighteen (18) weeks from contract award.

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 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: Jackie Peplinski
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 requests for clarifications must be received no later than 2:00pm EDT on April 1st 2019.

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. The Respondent should provide documentation that demonstrates that the product identified in its quotation meets all the Specifications detailed in Appendix A (Equipment Pricing Table), including as may be available operators’ manual, technical and sales brochures, and certifications. 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
Subject: CCC PJ#104246- Night Vision Goggles and Accessories-Jamaica
Attn: Jackie Peplinski

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 Evaluation of the quotations will be based on the lowest price, and meeting all requirements contained herein.

7.2 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 7.3, the Respondent identified in Article 7.1, 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.

7.3 CCC may decide to conduct financial due diligence on any 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.

7.4 CCC may also conduct additional due diligence on any Preferred Respondent. CCC may request from the designated Preferred Respondent information relevant to such due diligence, to be provided within five (5) business days of such a request. Failure to provide the requested information within the required timeframe may result in the disqualification of the Preferred Respondent. CCC's inability to obtain appropriate internal approvals on the basis of the requested information may result in the disqualification of the Preferred Respondent.

7.5 In the event that only one responsive quotation is received in response to this RFQ, to satisfy that Canada is obtaining fair value, CCC may perform a cost analysis to assess the fairness and reasonableness of the quotation.

7.6 CCC may elect to 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. Quantities may increase or decrease depending on the budget available without a new RFQ being issued.

7.7 Requests to quote 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. Any alternative equipment quoted without submitting an enquiry, will be deemed non-responsive.

7.8 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 (Sample Purchase Order), 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, and the federal laws of Canada applicable therein, 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. If the Supplier determines that the Equipment does not meet the criteria for the zero-rated supply, the Goods and Services Tax or the Harmonized Sales Tax should be added to the value of the Equipment in Appendix A (Equipment Pricing Table).

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

Recognized as a leader in contracting, acquisition and project management; the Canadian Commercial Corporation (CCC) works with the Canadian federal government to deliver Government Assistance in the form of in-kind contributions to foreign recipients all around the world.

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, in concert 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 (Equipment Pricing Table)

The Equipment described in Appendix A (Equipment Pricing Table) 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 existing equipment currently in use by the Recipient. Alternate equipment will be considered in accordance with Article 7.6 of Section 1 of this RFQ.

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

END OF SECTION 2

SECTION 3: SAMPLE PURCHASE ORDER

	CCC Canadian Commercial Corporation Corporation Commerciale Canadienne	CAD SUPPLIER
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PURCHASE ORDER (PO)

ORIGINAL

CCC PO No.:

Supplier Reference No.:

Supplier: Name: _____ Address: _____ (Canada) _____ Phone: _____ Sales Rep: _____ Email: _____	Ship to: Name: _____ Address: _____ _____ Attention: _____ Phone: _____ Email: _____
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No.	Qty	Description of Goods and Services (Note Model # / Part # / Supplier Ref #)	Unit Price (CAD)	TOTAL (CAD)
		(model number, part number, supplier description)		\$ -

Payment and Delivery terms: Delivery Date: [DATE] Incoterm: [Insert or N/A as applicable] Payment: Due within 30 days after delivery and receipt of valid Invoice and accompanying documents as per Article 6 of Schedule 1.	SubTotal (CAD) \$ - Shipping (not-to exceed) _____ SubTotal (CAD) \$ - HST/GST*** \$ - TOTAL PRICE (CAD) \$ -
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Warranty: Twelve (12) months from receipt of goods by Recipient. Warranty must be transferable to Recipient. See Article 7 of Schedule 1.	***All items will be exported from Canada. See Clause 4.2 of Schedule 1.
Recipient Information: Insert Recipient name or "Not Disclosed" as applicable	

SHIPPING/PACKAGING INSTRUCTIONS: Shipments must contain the following on all packaging and documentation:
XXXXXXXX or N/A

This PO consists of this main body and the following Schedule(s) and Annex(es) attached hereto: Schedule 1 – Terms and Conditions, Annex A – Goods Confirmation Certificate, and Annex B (Technical Specifications).

SUPPLIER NAME

Signature: _____

XXXXXXXX

Sales Representative

Date: _____

CANADIAN COMMERCIAL CORPORATION

Signature: _____

Manager, Procurement

Date: _____

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*. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the goods have been exported, 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					

Confirmed by Insert name of recipient:

Authorised Representative:

Name:.....

Signature:.....

Date:.....

Submitted by [SUPPLIER]

Authorised Representative:

Name:.....

Signature:.....

Date:.....

Acknowledged by CANADIAN COMMERCIAL CORPORATION:

Authorised Representative:

Name:

Signature:.....

Date:.....

END OF SECTION 3

APPENDIX A - Equipment Pricing Table

Respondant Name: _____

Note:

1. Prices quoted must be in Canadian Dollars (CAD)
2. Alternate equipment will be considered, provided that such requests are the subject of an enquiry in accordance with Article 4. Any alternate Equipment accepted through the enquiry process and 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.

Description	Specifications	Make and Model	Quantity	Unit Price (CAD)	Total (CAD)
Binocular night vision device with Photonis 4G tubes and dovetail mount.	Manufactured in Canada by GSCI. Non-ITAR. NVG minimum specifications: <ul style="list-style-type: none"> • Figure of Merit (FOM): 1800 or better • Field of View (FOV): 40 ° or better • Built in Illuminator: YES • Manual Gain Control: YES • Bright Light Protection: YES 	Make: <u>GSCI</u> Model: <u>PVS-31-MOD</u> (or equivalent) Make of equivalent: _____ Model of equivalent: _____	10		
Low profile shroud ready flip-up helmet mount for PVS-31-MOD.	Non-ITAR - The NVG mount needs to be compatible with the following helmet: Helmet High Ear Cut Gunfighter (https://squareup.com/store/tactical-helmets/item/ballistic-warrior-helmet-bravo)	Make: <u>GSCI</u> Model: <u>HM-714-LP-SR</u> (or equivalent) Make of equivalent: _____ Model of equivalent: _____	10		

APPENDIX A - Equipment Pricing Table

Vario-ray Low Profile laser module including green laser	Manufactured in Germany by Rheinmetall Soldier Electronics. Non-ITAR. • IR aiming laser o Wavelength: 850nm or better o Max power output available: 0.7/3.7/30 mW or better o Beam divergence: 0.5 mrad or better • Visible Aiming Laser o Wavelength: Green: 520nm or better o Max power output available: 5/30 mW or better o Beam divergence: 0.5 mrad or better • The laser need need to be compatible with the following rail: Colt M4 Carbine Quad Rail System	Make: <u>Rheinmetall Vario</u> Model: <u>Vario-Ray Low Profile laser module</u> (or equivalent) Make of equivalent: _____ Model of equivalent: _____	10		
SHIPPING (See address below)					
HST (2)					
OTHER (3)					
TOTAL (CAD)					

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) In accordance with Article 4.2 of Section 3 - 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. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the goods have been exported, 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, per Article 4.2.

(3) Please provide additional details, as required, if any value placed as "OTHER."

SHIPPING ADDRESS:	
SHIP: DDP (Incoterms 2010)	TO: The Canadian High Commission C/O Jamaican Defence Force Up Park Camp Kingston 5 Jamaica

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

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 Night Vision Goggles and Accessories-Jamaica- 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);
- 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: _____