



REQUEST FOR QUOTATION

CANADIAN COMMERCIAL CORPORATION
Project No. 105378.105

FOR THE SUPPLY AND DELIVERY OF
MISCELLANEOUS GOODS
AS DIRECT GOVERNMENT ASSISTANCE TO A FOREIGN
RECIPIENT

Issued: **June 10, 2020**

Questions to be received by CCC no later than:
2:00 PM EDT, June 19, 2020

Quotations to be received by CCC no later than Closing Time:
2:00 PM EDT, July 2, 2020

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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 goods as described in Appendix A (Goods Pricing Table) of this RFQ (the “Goods”).
- 1.2 The Goods are to be delivered to the Recipient identified in Appendix A no later than six (6) 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 Goods 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: Amber Yeh
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 should be received no later than 2:00pm EDT on June 19, 2020. Enquiries received after that date may not be answered.
- 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. CCC may edit the question(s) or may request that the potential respondent do so, so that the confidential or proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all potential respondents.
- 4.5 CCC reserves the right to retain all materials, documents, data, communications, and information prepared and submitted by the potential respondent in connection with enquiries and requests for clarifications to this RFQ.

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 goods identified in its quotation meets all the Specifications detailed in Appendix A (Goods Pricing Table) (Refer to Section 7.7 and 7.8 for instructions on how to obtain acceptance for proposals of alternate goods prior to bid Closing Time). A complete submission shall include:
- One (1) completed Appendix A (Goods Pricing Table) in Microsoft Excel format;
 - 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# 105378.105 – Miscellaneous Goods – Niger
Attn: Amber Yeh

6. COST OF PREPERATION AND SUBMISSION OF QUOTATION

- 6.1 The Respondent shall bear all costs and expenses of whatever nature, associated with this RFQ including, without limitation, all costs and expenses associated with the preparation and submission of its quotation. CCC and DFATD shall bear no responsibility or liability whatsoever to any Respondent or prospective Respondent for any costs or expenses or loss of whatever nature, associated this RFQ, including without limitation, associated with the

preparation and submission of a quotation.

7. EVALUATION

- 7.1 Submissions must include pricing for all listed Goods under Appendix A – Goods Pricing Table. Evaluation of the quotations will be based on the lowest Total Price in the Goods Pricing Table (Cell G34), 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”). 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 the Goods.
- 7.4 As a federal Crown corporation operating in conjunction with the Government of Canada’s policies, CCC is committed to operating with integrity in an environmentally, socially and ethically responsible manner consistent with Canada’s legal and international commitments. As such, CCC may be required to conduct due diligence on any Preferred Respondent to ensure that the Preferred Respondent operates with integrity in accordance with CCC’s commitments in its Responsible Business Conduct policy. CCC may therefore 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. It will be at CCC’s sole and absolute discretion to determine if the additional information provided by the Preferred Respondent meets CCC’s integrity compliance requirements.
- 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. Upon request, the Respondent must submit such price justification documentation as requested by CCC.
- 7.6 CCC may elect to award one agreement for the Goods where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada. Quantities may increase or decrease depending on the budget available without a new RFQ being issued.

- 7.7 Alternate goods will be considered. To demonstrate that the alternate goods meet all specifications detailed in Appendix A, Respondents may choose to submit the specifications and relevant documentation for such alternate goods through the enquiry process described in Article 4, or Respondents may choose to submit the specifications and relevant documentation for such alternate goods with its quotation. Acceptance of any alternate goods shall be at the sole and absolute discretion of the RFQ Authority.
- 7.8 Any accepted alternate goods submitted as an enquiry in accordance with Article 4 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.

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. The Respondent shall provide their price based on quantities identified in Column E of the Goods Pricing Table in Canadian dollars (CAD) and include any applicable customs, taxes, duties or similar charges.
- 10.3 The Goods to be supplied under the Agreement 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. If the Goods meet 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 Goods. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Goods have been exported outside Canada, should any request be made to provide such evidence by the Canada Revenue Agency. If the Supplier determines that the Goods do 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 Goods in Appendix A (Goods Pricing Table).

11. QUOTATION VALIDITY PERIOD

- 11.1 Quotations submitted by the Respondent will remain open to CCC for acceptance for a period of not less than 60 days from the Closing Date of the RFQ. CCC reserves the right to seek an extension of the quotation validity period from any or all Respondents in writing, within a minimum of three (3) days before the end of the quotation validity period. If the extension is

accepted by the Respondent(s), CCC will continue with the evaluation of the quotations for the extended quotation validity period. If the request for extension is not accepted by the Respondent(s), CCC will, at its sole discretion, either continue with the evaluation of the quotations of those who have accepted the extension or cancel the RFQ.

12. RESERVATION OF RIGHTS BY CCC AND DFATD

- 12.1 CCC may investigate the quotation of any Respondent and may require confirmation of information furnished by the Respondent.
- 12.2 CCC reserves the right, in its sole and absolute discretion, and with no responsibility, obligation or financial liability whatsoever incurred by CCC, or owed by CCC to any Respondent, to:
- (a) Modify the RFQ at any time;
 - (b) Reject any or all of the quotations for any reason, with no responsibility, obligation, or financial liability whatsoever owed by CCC to any Respondent;
 - (c) Reject any or all quotations 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, or temporarily suspend or permanently cancel or withdraw the RFQ in whole or in part with no responsibility, obligation, or 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 seek clarification or verification, 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 Goods where, in the sole discretion of CCC, it is deemed in the best interest of the Government of Canada;
- (n) Increase or decrease quantities depending on the budget available without a new RFQ being issued; and
- (o) Accept alternate goods where, in the sole discretion of CCC, the alternate goods meet all requirements contained herein.

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 Goods being delivered, as confidential for an unlimited period of time and shall not disclose any record or information to any third parties unless prior written consent to disclose is given by CCC.

SECTION 2: PROJECT BRIEF

1. Canada's Counter-Terrorism Capacity Building Program

Canada created the Counter-Terrorism Capacity Building Program (the "CTCB Program") in 2005 to provide training, funding, equipment, technical and legal assistance to other states so that they are able to prevent and respond to terrorist activity in accordance with international counter-terrorism and human rights norms, standards and obligations. Through this Program, Canada share expertise with foreign recipients in seven main areas:

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

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

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 Canada's CTCB, seeks to provide, for the purpose of providing direct government assistance to foreign recipients, to the Niger Special Operations Forces (NERSOF) with the requested Goods as identified in Appendix A (Goods Pricing Table).

All Goods are to be delivered by air transport to the Recipient at the addresses identified in Appendix A.

The Goods as identified in Appendix A (Goods Pricing Table) may be considered controlled goods, and/or may require export permits. The successful Respondent will be responsible for obtaining any and all necessary approvals, including export permits, carrying out all customs formalities necessary for the export and import of the Goods and for their transport through any country prior to delivery, and for paying any fees associated thereto

END OF SECTION 2

SECTION 3: SAMPLE PURCHASE ORDER

 CCC Canadian Commercial Corporation Corporation Commerciale Canadienne	CAD SUPPLIER
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Canadian Commercial Corporation

350 rue Albert Street, suite 700

Ottawa, Ontario K1A 0S6

Tel: 613-996-0034 Fax: 613-995-2121

Attn: XXXXXXXX, 613-XXX-XXXX, XXXXXXXX@ccc.ca

PURCHASE ORDER (PO)

ORIGINAL

CCC PO No.: 10XXXX.1XX

Supplier Reference No.:

<p>Supplier:</p> <p>Name: _____</p> <p>Address: _____</p> <p style="margin-left: 20px;">(Canada)</p> <p>Phone: _____</p> <p>Sales Rep: _____</p> <p>Email: _____</p>	<p>Ship to:</p> <p>Name: _____</p> <p>Address: _____</p> <p>Attention: _____</p> <p>Phone: _____</p> <p>Email: _____</p>
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No.	Qty	Description of Goods (Note Model # / Part # / Supplier Ref #)	Unit Price (CAD)	TOTAL (CAD)
1		Example: Goods XXXX, in accordance with Annex B of Schedule 1.		\$ -
2				\$ -
3				\$ -
4				\$ -

<p>Payment and Delivery terms:</p> <p>Delivery Date: On or before XXXXX, 201X.</p> <p>Incoterm: [Insert or N/A as applicable]</p> <p>Payment: Due within 30 days after delivery and receipt of valid Invoice and accompanying documents as per Article 6 of Schedule 1.</p>

SubTotal (CAD)	\$ -
Shipping (not-to exceed)	
SubTotal (CAD)	\$ -
HST/GST***	\$ -
TOTAL PRICE (CAD)	\$ -

<p>Warranty:</p> <p>Twelve (12) months from receipt of goods by Recipient. Warranty must be transferable to Recipient. See Article 7 of Schedule 1.</p>
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*****All items will be exported from Canada.
See Clause 4.2 of Schedule 1.**

<p>Recipient Information:</p> <p>Insert Recipient name or "Not Disclosed" as applicable</p>
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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 Acceptance Certificate.

SUPPLIER NAME

Signature:

XXXXXXXX

Sales Representative

Date: _____

CANADIAN COMMERCIAL CORPORATION

Signature:

XXXXXXXX

Manager, Procurement

Date: _____

This is Schedule 1 to Purchase Order (collectively the “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, 20XX, 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 Counter-Terrorism Capacity Building Program (the “CTCB Program”) 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.

TERMS AND CONDITIONS

1. SUPPLY OF GOODS

1.1 These Terms and Conditions shall apply to the supply of goods, 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 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 (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:

- (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
 - (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;
- (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; and
- (f) obtain, and pay for, all permits, licenses, visas, certificates or other documents as required by any Government authority in the performance of any obligation under this PO.

2. DELIVERY

2.1 The Supplier shall deliver the goods to the address on the main body of this 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.

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" (Goods Acceptance Certificate).

3.2 Title to the goods shall transfer to the Recipient upon delivery of the goods and completion of the Goods 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 shipping costs and all applicable duties and taxes, less wire charges.

4.2 *[For Canadian Suppliers only]* The goods 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 outside Canada, should any request be made to provide such evidence by 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 any and all losses, expenses, claims, or damages of every kind and nature whatsoever, 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 body of the PO.

5.2 The Supplier hereby agrees to indemnify and hold harmless DFATD and CCC from and against any liability, losses, expenses, claims, or damages of every kind and nature whatsoever, including costs for infringement of any patent or other intellectual property rights, arising from or out of or in connection with the supply of the goods by the Supplier in its performance of the PO or from the use of the goods by the Recipient.

6. INVOICES *[TBD subject to Article 7.3 of Section 2 of this RFQ]*

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 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 [DFATD/CCC] receipt of the invoice.

6.3 [DFATD/CCC] is not obliged to approve any invoice submitted in accordance with Article 6.1, and may withhold approval and money due to the Supplier if the goods (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 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 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 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 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 by the time specified; (b) delivers defective goods 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 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 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 of Canada 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 Acceptance Certificate

Instructions:

1. This document is used for the acceptance of goods listed below demonstrating that the goods 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	Model # / Part # / Supplier Ref #	Description of Goods	Acceptable Condition (Yes / No)	Comments (Be as specific as possible and include photographic evidence of damage when possible)

Submitted by: **INSERT SUPPLIER 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:

APPENDIX A Goods Pricing Table

Respondant Name: _____

PLEASE NOTE:

1. Prices quoted must be in Canadian Dollars (CAD)
2. Alternate goods will be considered. In accordance with Article 7 of Section 1, to demonstrate that the alternate goods meet all specifications detailed in this Appendix A, Respondents may choose to submit the specifications and relevant documentation for such alternate goods through the enquiry process described in Article 4, or with its quotation. The name, part/model number, and manufacturer for any alternate goods being quoted must be clearly identified in Appendix A (Goods Pricing Table), along with the pricing in Canadian dollars.
3. The Respondent shall provide their quantities listed in Column E and I and Unit Prices listed in Column F and J respectively.
4. Evaluation of the quotations will be based on the lowest Total Price in the Goods Pricing Table (Cell G34), and meeting all requirements contained herein.

GOODS: MILITARY EQUIPMENT:

							SUPPLIER PRICE LIST	
No.	Name⁽¹⁾	Item⁽¹⁾	Manufacturer	Quantity	Unit Price (CAD)	Total (CAD)	Quantities	Unit Prices
1	Compass (or equivalent)	Suunto MC-2/G/6400 Compass in Milliradians (or equivalent) Specifications: Direction Scale: Mils Metric scales cm, inch, 1:20 000 km Roamer, 1:25 000 km Roamer Adjustable declination correction scale	Suunto (or equivalent)	75			80-100	[Respondent to insert corresponding unit prices for quantity volumes]
2	Gloves (or equivalent)	5.11 High abrasion tactical glove (or equivalent) Colour: Black Size: Small	5.11 (or equivalent)	45			50-75	[Respondent to insert corresponding unit prices for quantity volumes]
3	Gloves (or equivalent)	5.11 High abrasion tactical glove (or equivalent) Colour: Black Size: Medium	5.11 (or equivalent)	90			100-125	[Respondent to insert corresponding unit prices for quantity volumes]
4	Gloves (or equivalent)	5.11 High abrasion tactical glove (or equivalent) Colour: Black Size: Large	5.11 (or equivalent)	45			50-75	[Respondent to insert corresponding unit prices for quantity volumes]
5	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 7.5	AKU (or equivalent)	30			50-75	[Respondent to insert corresponding unit prices for quantity volumes]
6	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 8	AKU (or equivalent)	35			50-75	[Respondent to insert corresponding unit prices for quantity volumes]
7	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 9	AKU (or equivalent)	45			50-75	[Respondent to insert corresponding unit prices for quantity volumes]
8	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 10	AKU (or equivalent)	35			50-75	[Respondent to insert corresponding unit prices for quantity volumes]

APPENDIX A Goods Pricing Table

9	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 11	AKU (or equivalent)	25			50-75	[Respondent to insert corresponding unit prices for quantity volumes]
10	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 12 •WEIGHT (GRAMS): 600	AKU (or equivalent)	15			25-50	[Respondent to insert corresponding unit prices for quantity volumes]
11	Boots (or equivalent)	AKU Pilgrim DS Desert (or equivalent) Colour: Beige Size: 13	AKU (or equivalent)	5			15-25	[Respondent to insert corresponding unit prices for quantity volumes]
12	Boot laces (or equivalent)	Ironlace paracord 550 Boot Laces (or equivalent) Length: 72" Colour: Coyote Brown	Ironlace (or equivalent)	180			200-225	[Respondent to insert corresponding unit prices for quantity volumes]
13	CAMELBAK (or equivalent)	CAMELBAK THERMOBAK 3L (or equivalent) Colour: Multicam Hydration Capacity: 3L/100oz	CAMELBAK (or equivalent)	180			200-225	[Respondent to insert corresponding unit prices for quantity volumes]
14	Knee Pads (or equivalent)	HWI Next gen Knee Pad NGK (or equivalent) Colour: GREEN	HWI (or equivalent)	180			200-225	[Respondent to insert corresponding unit prices for quantity volumes]
15	Ballistic Eyewear (or equivalent)	Revision Sawfly eyewear U.S. military kit (or equivalent) Colour: GREEN Size: Small	Revision (or equivalent)	90			100-125	[Respondent to insert corresponding unit prices for quantity volumes]
16	Ballistic Eyewear (or equivalent)	Revision Sawfly eyewear U.S. military kit (or equivalent) Colour: GREEN Size: Regular	Revision (or equivalent)	90			100-125	[Respondent to insert corresponding unit prices for quantity volumes]
17	Headlamp (TAN or Black) (or equivalent)	Petzl Tactika + 350 Lumen Headlamp including batteries (or equivalent) Specifications: White and red light capability, including AAA batteries.	Petzl (or equivalent)	180			200-225	[Respondent to insert corresponding unit prices for quantity volumes]
18	Undershirts (or equivalent)	5.11 Tactical Utili-T Crew 3-pack* (or equivalent) Colour: Tan Size: Small Material: Cotton *Quantity in a package can vary	5.11 Tactical (or equivalent)	135 Shirts			150 to 250 Shirts	[Respondent to insert corresponding unit prices for quantity volumes]
19	Undershirts (or equivalent)	5.11 Tactical Utili-T Crew 3-pack (or equivalent) Colour: Tan Size: Medium Material: Cotton *Quantity in a package can vary	5.11 Tactical (or equivalent)	270 Shirts			300 to 400 Shirts	[Respondent to insert corresponding unit prices for quantity volumes]

APPENDIX A Goods Pricing Table

20	Undershirts (or equivalent)	5.11 Tactical Utili-T Crew 3-pack (or equivalent) Colour: Tan Size: Large Material: Cotton *Quantity in a package can vary	5.11 Tactical (or equivalent)	135 Shirts			150 to 250 Shirts	[Respondent to insert corresponding unit prices for quantity volumes]
21	Socks (or equivalent)	5.11 Cupron OTC Sock 3 Pack (or equivalent) Colour: Black Size: Small Material: Polyester *Quantity in a package can vary	5.11 Cupron (or equivalent)	135 Pairs			150 to 250 Pairs	[Respondent to insert corresponding unit prices for quantity volumes]
22	Socks (or equivalent)	5.11 Cupron OTC Sock 3 Pack (or equivalent) Colour: Black Size: Medium Material: Polyester *Quantity in a package can vary	5.11 Cupron (or equivalent)	270 Pairs			300 to 400 Pairs	[Respondent to insert corresponding unit prices for quantity volumes]
23	Socks (or equivalent)	5.11 Cupron OTC Sock 3 Pack (or equivalent) Colour: Black Size: Large Material: Polyester *Quantity in a package can vary	5.11 Cupron (or equivalent)	135 Pairs			150 to 250 Pairs	[Respondent to insert corresponding unit prices for quantity volumes]
SUB-TOTAL (CAD) - GOODS								
	SHIPPING	All Goods are to be delivered by air transport to: <u>Airport (DHL/Fed Ex)</u> DIORI-HAMANI INTERNATIONAL AIRPORT NIAMEY, NIGER						
TAXES (2)								
OTHER (3)								
TOTAL PRICE (CAD)								
	NOTE:	<p>(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) In accordance with Article 4.2 of Section 3 - The goods to be supplied under the Agreement 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 outside Canada, should any request be made to provide such evidence by the Canada Revenue Agency. If the Supplier determines that the Goods do not meet the criteria for the zero-rated supply, the Goods and Services Tax or Harmonized Sales Tax should be added to the value of the Goods in this Appendix A.</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

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 Miscellaneous Equipment – Niger – CCC Project # 105378.105:

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 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-scrnt/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) or Section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada* (<https://laws-lois.justice.gc.ca/eng/acts/c-46/>), 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* (<https://laws-lois.justice.gc.ca/eng/acts/F-11/>) or the *Corruption of Foreign Public Officials Act* (<https://laws-lois.justice.gc.ca/eng/acts/c-45.2/>);

- 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: _____