



Request for Quotations No.: **106034.105-V2**

**FOR THE SUPPLY AND DELIVERY OF
MODULAR GENERAL PURPOSE SHELTER SYSTEMS
AS DIRECT GOVERNMENT ASSISTANCE TO A FOREIGN RECIPIENT**

REISSUED AND REVISED

Issued: **May 10, 2023**

SUBMISSION DEADLINE: June 14, 2023 by 14:00:00 Ottawa, Canada time

Equivalence Deadline: May 26, 2023 by 14:00:00 Ottawa, Canada time

Question Deadline: May 26, 2023 by 14:00:00 Ottawa, Canada time

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

*****NOTE: This is a reissued and revised Request for Quotations, which cancels and supersedes the following previous Request for Quotations solicitation number:**

- **106034.105 (PW-23-01023844) issued January 30, 2023 with a closing of March 6, 2023**

1.1 Invitation to Respondents

1.1.1 Invitation

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 governmental 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 direct governmental assistance. CCC is currently seeking quotations from suppliers on goods that will form part of an in-kind contribution.

This Request for Quotations (the “RFQ”) is an invitation by the CCC, in conjunction with DFATD, to prospective respondents to submit quotations for the supply and delivery of modular general purpose shelter systems and which goods are further described in Section A of the RFQ Particulars (Appendix A) and Statement of Requirements & Compliance Table (Appendix D) (the “Deliverables”). The CCC, under a Memorandum of Understanding with DFATD, will be managing the supply of Deliverables and activities for the project (“Project”) described in the aforementioned Appendices A and D.

1.1.2 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with CCC. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the “respondent”. The respondent will be responsible for the performance of the Deliverables.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

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

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of CCC, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions substantially in the Form of Agreement (Appendix B) (the “Agreement”).

1.3.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 RFQ Timetable

1.4.1 Key Dates

The RFQ timetable is tentative only and may be changed by CCC at any time.

Issue Date of RFQ	May 10, 2023
Deadline for Equivalent Requests	May 26, 2023 - 14:00:00 Ottawa, Canada time
Deadline for Questions	May 26, 2023 - 14:00:00 Ottawa, Canada time
Deadline for Issuing Addenda	June 2, 2023
Submission Deadline	June 14, 2023 - 14:00:00 Ottawa, Canada time
Rectification Period for Submission Requirements	Five (5) business days
Anticipated Ranking of Respondents	Estimated 30 calendar days from Submission Deadline
Anticipated Execution of Agreement	Estimated 45 calendar days from Submission Deadline

1.4.2 Intentionally Deleted

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted by email to:

bids@ccc.ca

The complete quotation must be received in the above-noted email inbox by the Submission Deadline. The time stamp of CCC’s email system will be the official time for receipt of the quotation. Quotations received after the Submission Deadline will not be considered. Quotations are to be submitted in PDF format and the email subject line is to reference the RFQ title and number (see RFQ cover).

Due to document size limitations of CCC’s systems, documents submitted electronically must not exceed 17 MB including email signature. Respondents should divide their submission into appropriately sized (smaller than 17 MB) numbered files if the total submission exceeds 17MB. In the email the respondent should provide the details of each attachment and how many emails they will send.

Quotations are stored in an electronically secure and restricted environment. Quotations will not be opened until after the Submission Deadline has passed.

1.5.2 Quotations to be Submitted on Time

Quotations must be received on or before the Submission Deadline set out in the title page of the RFQ and as also set out in Article 1.4.1 (Key Dates).

Sending large documents via email may take significant time, depending on the file size and internet connection speed. It is strongly recommended that respondents allow sufficient time of at least one (1) hour before the Submission Deadline to send documents.

1.5.3 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline by submitting the amendment by email as above prominently marked with the RFQ title and number to the email address set out above. Any amendment should clearly indicate which part of the quotation the amendment is intended to amend or replace.

1.5.4 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw their quotation. To withdraw a quotation, a notice of withdrawal must be sent to the RFQ Contact. CCC is under no obligation to return withdrawn quotations.

[End of Part 1]

PART 2 – EVALUATION AND AWARD PROCESS (GENERAL)

2.1 Stages of Evaluation

CCC will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a quotation fails to satisfy all of the mandatory submission requirements, CCC will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, their quotation will be rejected. The Rectification Period will begin to run from the date and time that CCC issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix A).

2.3 Stage II – Mandatory Technical Requirements

CCC will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix A) have been met. Quotations that do not satisfy the mandatory technical requirements will be rejected.

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section F of the RFQ Particulars (Appendix A). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, CCC may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, CCC may reject the quotation. CCC may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Top-Ranked Respondent(s)

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be determined by way of coin toss. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix A), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

3.1.2 Quotations in English or French

All quotations are to be in English or French only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's quotation, but not attached, will not be considered to form part of its quotation.

3.1.4 Past Performance

In the evaluation process, CCC may consider the respondent's past performance or conduct on previous contracts with CCC or other institutions.

3.1.5 Information in RFQ Only an Estimate

CCC and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of their quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by CCC

CCC will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

CCC makes no guarantee of the value or volume of work to be assigned to the selected respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. CCC may contract with other entities for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ Contact (Article 1.2) on or before the Deadline for Equivalent Requests or the Deadline for Questions, as the case may be, as set out in Article 1.4.1 (Key Dates). No such communications are to be sent or initiated through any other means. CCC is under no obligation to provide additional information, and CCC is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. CCC is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

CCC will only post information on CanadaBuys (<https://canadabuys.canada.ca/en>) and is not responsible for information on any other websites.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If CCC, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by CCC.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If CCC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CCC may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, Supplement

When evaluating quotations, CCC may request further information from the respondent or third parties in order to verify, clarify, or supplement the information provided in the respondent's quotation. CCC may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by CCC and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within fifteen (15) working days of such notification. The RFQ Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by CCC.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of CCC in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

CCC may disqualify a respondent for any conduct, situation, or circumstances, determined by CCC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of CCC may be precluded from participating in the RFQ process in instances where CCC has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

CCC may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if CCC determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of CCC; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Supplier Suspension

CCC may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with CCC's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by CCC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, CCC will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by CCC in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of CCC/DFATD

All information (including the delivery destinations and the list of Deliverables being delivered) provided by or obtained from CCC in any form in connection with this RFQ either before or after the issuance of this RFQ, and for an unlimited period of time:

- (a) is the sole property of CCC and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from CCC; and
- (d) must be returned by the respondent to CCC immediately upon the request of CCC.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CCC. The confidentiality of such information will be maintained by CCC, except as set out in this Article 3.5.2 below or as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential

basis, to advisers retained by CCC to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

In accordance with the Government of Canada's commitment to transparency and accountability, CCC or DFATD may disclose the following information in regard to any agreement resulting from this RFQ:

- (a) Subject matter of the Agreement;
- (b) The names of the Parties;
- (c) The Agreement period;
- (d) The value of the Agreement;
- (e) The reference number assigned to the Agreement, if any; and
- (f) Any other information that, in accordance with the Treasury Board policies, must be published.

CCC may publish the name and address of the successful respondent and the total price of the Agreement on CanadaBuys (<https://canadabuys.canada.ca/en>).

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFQ will not give rise to any Contract-A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor CCC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by CCC and may result in an invitation by CCC to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CCC by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CCC to enter into an agreement for the Deliverables.

3.6.4 Cancellation

CCC may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – RFQ PARTICULARS

A. THE DELIVERABLES

CCC, in concert with Canada’s Counter-Terrorism Capacity Building Program (CTCBP), has the intent of acquiring, for the purpose of directly providing governmental assistance to foreign recipients, the Deliverables as described in the Statement of Requirements & Compliance Table (Appendix D).

The Deliverables are to be delivered to the Canadian Armed Forces on behalf of Forces Armées Nigériennes (the “Recipient”) in Niger at the address identified in Appendix D

The Deliverables as identified in Appendix D may be considered controlled goods, and/or may require export and/or import permits. The successful respondent will be responsible for obtaining any and all necessary authorisations, consents and approvals, including all export and import permits, carrying out all customs formalities necessary for the export and import of the Deliverables and for their transport through any country prior to delivery, and for paying any fees associated thereto.

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Each quotation must include a Submission Form (Appendix C) completed and signed by an authorized representative of the respondent.

2. Pricing

Each quotation must include pricing information that complies with the instructions set out below in Section F of this Appendix A.

3. Other Mandatory Submission Requirements

Each quotation must include a completed Statement of Requirements & Compliance Table (Appendix D), as well as supporting technical documentation, such as technical brochures or technical data, demonstrating compliancy to the mandatory technical requirements described in Appendix D.

In order to facilitate the evaluation of the quotation in Section D below, respondents must indicate in the space provided in Appendix D where information on each mandatory technical requirement can be found in the supporting technical documentation.

D. MANDATORY TECHNICAL REQUIREMENTS

Through its supporting technical documentation, respondents must demonstrate how they propose to meet the mandatory technical requirements as outlined in Appendix D.

Equivalent Products:

Before an equivalent product can be submitted in a quotation, the Respondents must submit, as a question in accordance with Article 3.2.1, the information requested above for such equivalent products on or before the Deadline for Equivalent Requests (Key Date, Article 1.4.1). Should the respondents not submit the information on the equivalent product before submitting their quotation, the quotation will not be evaluated. Acceptance of any equivalent products shall be at the sole and absolute discretion of CCC.

Products that are equivalent in form, fit, function and quality to the Deliverables specified in Appendix D will be considered where the respondent:

- (a) designates the brand name, model and/or part number of the equivalent product;
- (b) provides complete specifications and descriptive literature for each equivalent product;
- (c) provides compliance statements that include technical specifics showing the equivalent product meets all mandatory technical requirements that are specified in the RFQ; and
- (d) clearly identifies those areas in the specifications and descriptive literature that support the equivalent product's compliance with any mandatory technical requirements.

Equivalent products offered as equivalent in form, fit, function, and quality will not be considered if:

- (a) the quotation fails to provide all the information requested to allow CCC to fully evaluate the equivalent product against the mandatory technical requirements; or
- (b) the equivalent product fails to meet or exceed the mandatory technical requirements specified in Appendix D for that item.

Any accepted equivalent products submitted as a question in accordance with Article 3.2.1 shall be posted publicly via addendum to this RFQ.

E. PRE-CONDITIONS OF AWARD

1. Once the top-ranked respondent has been selected, and in order for the top-ranked respondent to demonstrate its financial capacity to successfully complete the project, the top-ranked 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 top-ranked respondent. If the requested financial information does not sufficiently demonstrate the top-ranked 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 top-ranked respondent has demonstrated its financial capacity to successfully deliver the Deliverables, and if they have not, CCC may disqualify the top-ranked respondent.

2. 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 top-ranked respondent to ensure that the top-ranked respondent operates with integrity in accordance with CCC's commitments in its Responsible Business Conduct policy. CCC may therefore request from the selected top-ranked 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 top-ranked respondent. CCC's inability to obtain appropriate internal approvals on the basis of the requested information may result in the disqualification of the top-ranked respondent. It will be at CCC's sole and absolute discretion to determine if the additional information provided by the top-ranked respondent meets CCC's integrity compliance requirements, and if they have not, CCC may disqualify the top-ranked respondent.

F. PRICE EVALUATION METHOD

Quotations will be evaluated on the basis of the pricing submitted in the Pricing Form (Appendix E) to determine the best price. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be the respondent that submits the lowest all-inclusive Total Price for all Deliverables (as set out in Cell H12 of Appendix E, Total Price), in accordance with the instructions provided in Articles (a) through (d) below. In the event of a tie, the selected respondent will be determined, as set forth in Part 2, Article 2.5, by way of coin toss. In any resulting award, CCC may elect to increase or decrease quantities depending on the budget available without a new RFQ being issued.

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing information by completing the attached Pricing Form (Appendix E) and include it in their quotations.
- (b) Pricing must be provided in Canadian funds, and must be all-inclusive (including without limitation shipping and all applicable duties and taxes) except for:
 - (i) GST and HST (if applicable) and which should be itemised separately; and
 - (ii) Any amounts for Recipient government-imposed import customs, duties, and similar Recipient government-imposed charges which are not to be included in the price.
- (c) **[For Canadian suppliers only]** The Deliverables 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 respondent determines that the Deliverables 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 Deliverables. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Deliverables have been exported should any request be made to provide such evidence by the Canada Revenue Agency.
- (d) Unless otherwise indicated in the requested pricing information, pricing quoted by the respondent must be all-inclusive (save and except only as set out in Article (b) above) and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Required Pricing Information

See attached excel spreadsheet entitled Appendix E – Pricing Form

APPENDIX B – FORM OF AGREEMENT

 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
 Attn: XXX

PURCHASE ORDER (PO) ORIGINAL

CCC PO No.:
Supplier Reference No.:

<u>Supplier:</u>	<u>Ship to:</u>
Name:	Name:
Address:	Address:
(Canada)	
Phone:	Attention:
Sales Rep:	Phone:
Email:	Email:

No.	Name	Model of Goods	Manufacturer	Colour / Size	Qty	Unit Price (CAD)	TOTAL (CAD)
1							
2							
3							

Payment and Delivery terms:
 Delivery Date: **No later than XXX**
 Incoterm: DDP (Incoterms 2020)

 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	N/A
TOTAL PRICE (CAD)	\$	-

Warranty:
 Twelve (12) months from receipt of goods by Recipient. Warranty must be transferable to Recipient. See Article 7 of Schedule 1.

Recipient Information:
 Government of Niger

*****The Government of Canada will take custody of the equipment in Petawawa and will export to the Recipient.**

SHIPPING/PACKAGING INSTRUCTIONS: Shipments must contain the following on all packaging and documentation:
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 – Confirmation of Quantities Certificate, Annex B – Goods Acceptance Certificate.

SUPPLIER'S NAME
 Signature: _____

CANADIAN COMMERCIAL CORPORATION
 Signature: _____

SCHEDULE 1 TO PO # 10XXXX.10X

This is Schedule 1 to Purchase Order (“PO”) 10XXXX.10X between the **Canadian Commercial Corporation (CCC)** and **Supplier Name (the “Supplier”)**, jointly referred to hereinafter as the “Parties”, dated the XXth day of XXXX, 202X, 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 direct governmental assistance and not a procurement for the benefit of the Government of Canada. The Canadian Commercial Corporation (“CCC”) is working in conjunction with Canada’s Department of Foreign Affairs, Trade and Development (“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 (the “Goods”) 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 in accordance with the terms and conditions of this PO 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 and regulations;
 - (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;
- (e) on request of [DFATD/CCC], provide any export or import documentation required to export or import 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, authorizations 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 set out in the main body of the PO. The Supplier shall ensure that the Goods are suitably packed to avoid any 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 temporarily accepted by the Custodial Representative (as set out in the main body of the PO) pursuant to Annex “A” (Goods Confirmation of Quantities Certificate).

3.2 Title to the Goods shall transfer to the Recipient upon delivery of the Goods to the Custodial Representative (as set out in the main body of the PO) pursuant to Annex “A” (Goods Confirmation of Quantities Certificate)..

4. PRICE AND GST/HST

4.1 DFATD, through CCC, shall pay the Supplier an amount not to exceed 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 *[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 be provided with a letter or other documentation confirming the Goods have been exported. The Supplier shall maintain evidence satisfactory to the Canada Revenue Agency that the Goods have been exported 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 and all costs, fees, penalties, expenses, third-party damages, attorneys’ fees and all other liabilities to any third party whatsoever arising out of any claim against DFATD and CCC which arises from or relates to any actual or alleged: (a) infringement of any patent or other intellectual property rights, (b) personal injury (including death) or property damage, attributable to the Supplier, its employees, or its subcontractors, and (c) any other liability claim, and in respect of each of (a), (b) and (c) arising from, incident to, connecting with or growing out of the PO, including without limitation the supply of the Goods by the Supplier in its performance of the PO or from the use of the Goods by the Recipient and/or any other person.

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 Confirmation of Quantities Certificate (Annex “A”)

6.2 If [DFATD/CCC] requests, the Supplier shall provide [DFATD/CCC] with all relevant information including all 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; and (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 cost and expense, at the Recipient's or [DFATD/CCC]'s option, expeditiously repair or replace the defective Goods or their components.

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, after giving the Supplier written notice in accordance with Article 9 (Notices), 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 or conditions of this PO. Furthermore, where the Supplier is in default in the performance of its obligations under this PO, [DFATD/CCC] reserves the right, without prejudice to any other rights and remedies, to exercise one or more of the following rights:

- (a) Obtain all or part of the undelivered Goods from other sources at the Supplier's cost or expense;
- (b) Refuse to sign the Goods Confirmation of Quantities Certificate that appears as Annex A; and
- (c) Claim damages for any excess amount paid by [DFATD/CCC] to obtain the Goods from alternate suppliers.

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 reasonable 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. The Supplier is required to use all reasonable efforts to mitigate such costs.

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 Comprehensive and Progressive Agreement for Trans-Pacific Partnership, the Comprehensive Economic and Trade Agreement, and the Canadian Free Trade Agreement.

11.6 Any amount paid under this PO 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 His 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 the Supplier consents to the disclosure or the disclosure is otherwise required by law. The Supplier also agrees to bind any subcontractor(s) to the same confidentiality obligations as provided for the Supplier in this PO.

11.9 In accordance with the Government of Canada's commitment to transparency and accountability, the Supplier acknowledges that CCC or DFATD may disclose the following information in regard to this PO:

- a. Subject matter of the PO;
- b. The names of the Parties;
- c. The PO period;
- d. The value of the PO;
- e. The reference number assigned to the PO, if any; and
- f. Any other information that, in accordance with the Treasury Board policies, must be published

11.10 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.

11.11 It is the express wish of the parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés et signés en anglais seulement.*

ANNEX "A" – Goods Confirmation of Quantities Certificate

Instructions:

1. This document is used to confirm the quantities and condition of the Goods listed below demonstrating that the Goods were delivered in the quality and quantity required and in accordance with the requirements of the PO,

including without limitation the Technical Specifications set out under Annex “B”.

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)
1			Insert Goods XX info from main body of PO		
2					
3					

Submitted by: INSERT SUPPLIER NAME (Supplier)

Authorised Representative:

Name:.....
Signature:.....
Date:.....

Custody temporarily accepted by: INSERT NAME

Authorised Representative:

Name:.....
Signature:.....
Date:.....

Acknowledged by: CANADIAN COMMERCIAL CORPORATION

Authorised Representative:

Name:
Signature:
Date:

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

ANNEX “B” – Technical Specifications [To be inserted]

APPENDIX C – SUBMISSION FORM

[Word version available as a separate document]

1. Respondent Information

Please fill out the following form, naming one (1) person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CCC/DFATD and the respondent unless and until CCC/DFATD and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the prices set out in its quotation, including obtaining any and all necessary authorisations, consents, approvals, and export/import permits. The respondent understands that the Deliverables as identified in Appendix D may be considered controlled goods.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by CCC prior to the Deadline for Issuing Addenda.

6. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organisation, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

- (a) it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a quotation; or
 - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and
- (b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

8. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of CCC within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby agrees that, for any Agreement resulting from this RFQ, CCC or DFATD will publicly disclose the following information:

- (a) Subject matter of the Agreement;
- (b) The names of the Parties;
- (c) The Agreement period;
- (d) The value of the Agreement;
- (e) The reference number assigned to the Agreement, if any; and
- (f) Any other information that, in accordance with the Treasury Board policies, must be published.

The respondent hereby agrees that CCC may publish the name of the successful respondent and the total price of the Agreement on CanadaBuys (<https://canadabuys.canada.ca/en>).

The respondent also hereby consents to the disclosure, on a confidential basis, of this quotation by CCC to the advisers retained by CCC to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

10. Respondent Compliance with Laws

The respondent declares that:

- (a) our quotation does not include delivery of goods that originate, either directly or indirectly, from entities listed, in relation to terrorist 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.publicsafety.gc.ca/cnt/ntnl-scr/cntr-trrrsm/lstd-ntts/crnt-lstd-ntts-eng.aspx>;
<https://laws-lois.justice.gc.ca/eng/regulations/SOR-2001-360/page-3.html#h-673021> ; or
<https://www.un.org/securitycouncil/> .
- (b) The respondent has not and will not, in the context of this RFQ and any resulting Agreement, knowingly source, directly or indirectly, products or services from a supplier implicated in forced labour in violation of No. 9897.00.00 of Canada’s Customs Tariff ([Customs Tariff \(justice.gc.ca\)](http://www.justice.gc.ca)) that prohibits the importation of goods that are mined, manufactured or produced wholly or in part by forced labour.
- (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) the respondent, or any member of respondent, has not, during the RFQ process, committed an act or engaged in an activity that would constitute an offence under

- i. section 121 (frauds on the government), 124 (selling or purchasing office), 380 (fraud) or 418 (selling defective stores to His Majesty) of the *Criminal Code*,
 - ii. paragraph 80(1)(d) or subsection 80(2) or 154.01(1) of the *Financial Administration Act*,
 - iii. section 3 (bribing a foreign public official) or 4 (accounting) of the *Corruption of Foreign Public Officials Act*, or
 - iv. section 45 (conspiracies, agreements or arrangements between competitors), 47 (bid-rigging) or 49 (agreements or arrangements of federal financial institutions) of the *Competition Act*.
- (e) 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.
- (f) 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;
- (g) We have not been declared ineligible by His 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.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX D – STATEMENT OF REQUIREMENTS & COMPLIANCE TABLE

[Excel version available as a separate document]

106034.105 - RFQ - MODULAR GENERAL PURPOSE SHELTER SYSTEMS

APPENDIX D - STATEMENT OF REQUIREMENTS & COMPLIANCE TABLE

RESPONDENT NAME:

Notes:

Item	Description	Make / Model / Part #		Mandatory Technical Requirements	
1	Modular General Purpose Shelter System	Requirements based on the following:		Each shelter unit must include:	
		Make:	HDT Global	Colour	Must be tan on the exterior roof and tan/or green on remaining exterior
		Model:	DRASH C-Series Shelters	Dimensions	Internal floor space must be between 20m sq to 30m sq
		Part No.:	Model 4C - 1010576		Peak height must be at least 2.5m (8')
		<i>(OR EQUIVALENT)</i>			Door openings must be at least 36" wide
		Equivalent models must be pre-screen by the Deadline for submitting Equivald Request (Key Date - Article 1.4.1) , BEFORE being submitted in the response for quote.		Materials	Must utilize fabric as the exterior of the system
					Must be constructed of waterproof/weatherproof tensioned fabric to distribute water and wind evenly
				Construction	Floor must be able to be detached/attached to allow for cleaning
		Make:	Respondent to enter		Must be constructed with a frame which articulates, folding frame design, using non tubular frame lengths
		Model:			Must be able to incorporate additional sections in order to be scalable for various tasks
Part No.:	Additional sections must be able to connect laterally, linearly, or both				
* Respondents must include supporting documentation demonstrating that the product identified meets all of the specifications in this Appendix D.			Must have openings for HVAC and power distribution which can be located on the sides or ends of the shelter		
			Must have reinforced joints and tie down points		
			must have a load capacity of 4.5 Kgs (10lbs) per sq foot for 12 hours		
			Must be able to withstand a wind load of 85 kph (52 mph) for a 30 min duration		

			<p>Qualities</p> <p>Shelter system must be easily transportable and when packed can be loaded by no more than 2 personnel</p> <hr/> <p>Shelter system must be setup within 20 minutes, with a maximum of 6 trained personnel</p> <hr/> <p>Shelter system must be able to be struck within 20 minutes with a maximum of 6 trained personnel</p> <hr/> <p>System must be able to be setup and struck without the use of specialized tools or equipment</p> <hr/> <p>All fasteners and connections must be easily accessible during setup and striking</p> <hr/> <p>Each leg of the shelter must be able to be raised and lowered by one person during setup and striking</p> <hr/> <p>Fabric and frame must be able to be repaired in the field by a trained technician using standard tools and equipment. Repairs include replacement of pole components, joints, tears and tie downs</p>
3	Shipping	<p>SHIPPED DDP (INCOTERMS 2020) (inclusive of applicable customs, taxes, duties, similar charges) TO:</p> <p>DND Petawawa [Exact address to be provided to successful Respondent]</p>	Shipped as soon as possible but no later than September 15th 2023.

APPENDIX E – PRICING FORM

[Excel version available as a separate document]

106034.105 - RFQ - MODULAR GENERAL PURPOSE SHELTER SYSTEMS

APPENDIX E - PRICING FORM

RESPONDENT NAME: _____

**PLEASE MAKE SURE YOUR
CALCULATIONS ARE CORRECT**

PLEASE NOTE:

The Deliverables identified in Appendix D and E may be considered controlled goods, and/or may require export permits and/or import permits. The successful respondent will be responsible for obtaining any and all necessary authorizations, consents and approvals, including all export and import permits, carrying out all customs formalities necessary for the export and import of the Deliverables and for their transport through any country prior to delivery, and for paying any fees associated thereto.

EQUIVALENT PRODUCT

Equivalent models must be pre-screen by the Deadline for submitting Equivalent Request (Key Date - Article 1.4.1) , **BEFORE** being submitted in the response for quote.

Item	Description	Mandatory Technical Requirements		Make and Model	Quantity	Unit Price (CAD)	Extended Price (CAD [see Notes 3 and 4])
1	Modular General Purpose Shelter Systems	In accordance with the requirements as detailed in Appendix D (Statement of Requirements & Compliance Table),	Make	Make: __ [Respondent to insert] __	40 units		[Respondent to insert]
			Model	Model: _ [Respondent to insert] _			
			Product No.	Model: _ [Respondent to insert] __			
3	Shipping	SHIPPED DDP (INCOTERMS 2020) (inclusive of applicable customs, taxes, duties, similar charges) TO: DND Petawawa [Exact address to be provided to successful Respondent]					[Respondent to insert - if not included in unit price]
TOTAL PRICE (CAD) (inclusive of shipping DDP and applicable customs, taxes, duties, similar charges) [see Note 3]							[Respondent to insert]
HST (if applicable) (Not part of Price Evaluation) [See Note 4]							[Respondent to insert - if applicable]

DELIVERY:

In accordance with Section A of Appendix A, the Deliverables are to be delivered to the Recipient at the address identified in Appendix D and E as soon as possible but no later than September 15, 2023.

NOTE: (3) In accordance with Section F of Appendix A, prices must be provided in Canadian funds (CAD) and must be all-inclusive (including without limitation shipping and all applicable duties and taxes), except for (i) GST and HST (if applicable) and which should be itemized separately, and (ii) any amounts for Recipient government-imposed import customs, duties, and similar Recipient government-imposed charges.

(4) [For Canadian suppliers] In accordance with Section F of Appendix A and Article 4.2 of Appendix B - The goods to be supplied under this 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 should any request be made to provide such evidence by the Canada Revenue Agency.