



Quimperlestraße 100
Slot#3002, Selfkant Kaserne
D-52511 Geilenkirchen/
/ Germany

Tel: 02451-717318

To Whom it May Concern

E-Mail: [PWGSC.APBidReceivingGermany-
APAngeboteDeutschland.TPSGC@tps-
gc-pwgsc.gc.ca](mailto:PWGSC.APBidReceivingGermany-APAngeboteDeutschland.TPSGC@tps-gc-pwgsc.gc.ca)

Tel.:

ANFORDERUNG VON PREISANGEBOTEN
INVITATION TO TENDER

Datum der Anforderung: Date of Request:	14.02.2019
Angebotsschlußtermin: Tender Closing Date:	23:59 Uhr/hrs, MEZ/CET 26.03.2019
PWGSC Akten-Nr.: PWGSC File No.:	W3132-18MI10 /A
Anfragen sind zu richten an: Address Enquiries to:	Jacqueline Frenken
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ANWEISUNGEN / INSTRUCTIONS

- A. Berücksichtigt werden nur Angebote, die auf diesem Formular unterschrieben sind.
Proposals will only be accepted if they are duly signed on this form
- B. Angebote müssen entweder per e-mail oder per Post zum Angebotsschlußtermin in dieser Dienststelle eingegangen sein.
Proposals must be received by this office either by e-mail or by mail by the above indicated Tender Closing Date.
- C. Die beiliegenden Bedingungen sind Bestandteil dieses Angebotes.
The terms and conditions attached form part of this offer.

ANGEBOT / PROPOSAL

An das Kanadische Beschaffungsministerium:

Wir er bieten uns hiermit, der kanadischen Regierung, unter den hierin und auf der Rückseite aufgeführten Bedingungen, die in diesem Angebot und auf allen Zusatzblättern aufgeführten Waren und/oder Leistungen zu dem angeführten Preis oder Preisen zu verkaufen und/oder zu liefern.

To Public Works and Government Services Canada:

We hereby offer to sell and/or supply to the Canadian Government, upon the terms and conditions set out herein, the supplies and/or services listed herein and on any attached sheets at the prices set out therefore.

Name und vollständige Anschrift der Firma:
Corporate Name and Address:

Wir sind bereit zu liefern am/innerhalb:
Delivery offered:

Telefon-Nr.:
Fax-Nr.:

Zahlungsbedingungen:
Terms of Payment:

Datum
Date

Name und Titel des Unterzeichners
Name and Title of Official of Firm

Unterschrift
Signature

REQUEST FOR PROPOSAL
Conditions for Bid Submission

DIRECTIONS FOR BID SUBMISSION

- a) Inquiries have to be addressed to the PSPC office and the officer indicated on the front page of this document prior to tender submission with reference made to the tender number.
- b) Unless otherwise directed, the original tender document shall be returned, and the bidder retains a copy. Tenders will not be opened prior to the tender closing date. Tenders received too late will not be considered.
- c) Firm prices are given priority in the contract of tenders.
- d) In case of an error in the price calculation, the unit price shall govern.
- e) If no discount is listed, the offered prices are considered to be net.
- f) Discount for prompt payment of less than 14 days will not be considered in the evaluation of the offers.
- g) Prompt payment discounts will be calculated starting with the date of receipt of invoice or receipt of goods, whichever is later.

BY SUBMITTING A BID THE FOLLOWING CONDITIONS ARE ACCEPTED:

- a) Part A and B of the terms and conditions of German public contracts (VOL) including the supplementaries of the German Ministry of Defence (ZVB/BMVg);
- b) German pricing legislation, particularly as embodied in VO PR 30/53 concerning pricing for public contracts;
- c) Every tender can be rejected or accepted in whole or in part. The most economical bid will be considered for award;
- d) Unless indicated otherwise, prices offered shall include all packing, handling and freight costs;
- e) Payment will be made in **EUR**;
- f) If not stipulated otherwise in this Invitation to Tender/Proposal/Quotation, the bid shall be valid for 90 days after the tender closing date;
- g) German Law shall be valid for this Contract. The court of exclusive jurisdiction shall be Aachen.

DSS-MAS 1020-22G Cond.

REQUEST FOR PROPOSAL

A. SUBJECT

Your proposal is requested for the delivery of Standing Desk (Single Standing and Dual Standing) to Canadian Forces installations and Canadian Forces personnel in Germany in accordance with the attached Annexes A and B.

B. GENERAL

This Request for Proposal does neither justify a recovery of any costs incurred for the preparation of any proposal nor does it necessarily lead to the award of any CONTRACT.

The bidders, who submit a bid, agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting CONTRACT.

The bidder is aware that he cannot raise any claims against Canada or its government representatives, resulting from a facility survey and any discussions in the course of this survey, any other discussions, or any verbal information. Particularly this does not entitle the bidder to the award of a CONTRACT. Verbal information or agreements are without obligation, unless being confirmed in writing by the Contracting Authority.

GENERAL TERMS AND CONDITIONS OF THE BIDDER ARE EXCLUDED.

C. CONFIRMATIONS

- a) The Bidder confirms that they have thoroughly read all documents, and that they have advised the Contracting Authority about any and all discrepancies, omissions or contradictions, which occur to them, and that they have brought about all solutions.
- b) The Bidder confirms that they will perform and complete the project in accordance with the entire scope of activities and quality levels specified in the proposal.
- c) The Bidder confirms that the prices offered are understood to include all costs which may be required in the performance of this CONTRACT; and that they will have no claim to any other payments, compensations or remunerations than those identified in his proposal.

I confirm and concur with the above:

Signature of Company Official

Printed Name

Position held in Company

Date

Title

Company Stamp

REQUEST FOR PROPOSAL

D. SUBMISSION OF PROPOSAL

Please send the documents and information requested with your complete proposal package.

Bids must be received by: **23:59 hrs. CET (Central European Time), on Thursday, 26 March 2019**

Bids must be submitted only to:

PWGSC.APBidReceivingGermany-APAAngeboteDeutschland.TPSGC@tpsgc-pwgsc.gc.ca

Please be advised that the PSPC servers will not accept e-mails exceeding 4 megabytes in size. Bids submitted by e-mail must be virus scanned before transmission.

The onus for submitting bids on time at the specified location rests with the bidder. It is the bidder's responsibility to ensure correct delivery of its bid to the Bid Receiving Section indicated in this RFP.

E. PREPARATION OF PROPOSAL

Your proposal should include the following requirements:

1. Proposals should be submitted in **English**
2. **Page 1** of this RFP, completed and duly signed, should be submitted
3. Filled in and signed **Para C** (above)
4. Please provide your proposal in accordance with Annex A – Statement of Work.
5. Company Name, address, telephone and fax number, cellular telephone number, E-Mail and Internet address, as well as the bidder's main point of contact
6. Completed and signed Annex C - Self Declaration for Proof of Reliability and Integrity
7. Fulfil the mandatory requirements in accordance with Annex D
8. List of required names in accordance with Annex E

F. NOTE TO BIDDERS

The attached CONTRACT Model is meant for your information only and does **not** have to be returned with the bid package.

REQUEST FOR PROPOSAL

G. CERTIFICATIONS

Compliance with the certifications bidders provide to Canada by submission of their proposal is subject to verification by Canada during the bid evaluation period (before award of a Contract) and after award of a CONTRACT. The Contracting Authority will have the right to ask for additional information to verify the bidder's compliance with the certifications before award of a CONTRACT. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

H. RIGHTS OF CANADA

Canada reserves the following rights

- a) During the evaluation, the Contracting Authority, or his / her designated representative may, at their discretion, submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours notice, to seek clarification or verify any or all information provided by the Bidder with respect to this RFP;
- b) To reject any or all proposals received in response to this RFP;
- c) To enter into negotiations with the determined successful Bidder on any or all aspects of its proposal;
- d) To accept any proposal in whole or in part without prior negotiation;
- e) To cancel and / or re-issue this RFP at any time;
- f) To award one or more CONTRACTs, if applicable;
- g) To retain all proposals submitted in response to this RFP;
- h) Not to accept any deviations from the stated terms and conditions;
- i) To incorporate all, or any portion of the Statement of Requirement and the successful proposal into any resulting CONTRACT;
- j) Not to contract at all.
- k) Any CONTRACT award will be subject to a quality inspection / verification by Canadian Government Representatives.

I. RFP DOCUMENTS

This Request for Proposal package consists of:

- | | |
|---|-----------|
| • Request for Proposal | (5 pages) |
| • Annex A – Statement of Work | (2 pages) |
| • Annex B – Pricing | (1 page) |
| • Annex C – Self Declaration of Reliability | (2 pages) |
| • Annex D – Mandatory requirements – Evaluation | (2 pages) |
| • Annex E – Verification Process and Consent | (2 pages) |
| • Model SOA | (9 pages) |

ANNEX A – Statement of Requirement

Standing Desk Attachments

Scope

Supply and delivery of twenty-eight (28) Single Monitor Standing Desk Attachments and Forty-Six (46) Dual Monitor Standing Desk Attachments. Total combined requirement is seventy-four (74).

Background

In order to facilitate a healthy work environment, the Canadian Armed Forces @ Canadian Forces Support Unit (Europe) has a requirement to procure 74 stand-up work stations. This purchase is to ensure compatibility/functionality with existing work spaces.

Requirements/Deliverables

1. Twenty-eight (28) Single Computer Monitor Standing Desk Attachments. Attachments must be multi-compatible, height adjustable, have the ability to switch from Standing Desk to sitting desk, be movable (able to transfer from desk to desk) and able to fit on a multitude of desk/monitor types.
2. Forty-Six (46) Dual Computer Monitor Standing Desk Attachments. Attachments must be multi-compatible, height adjustable, have the ability to switch from Standing Desk to sitting desk, be movable (able to transfer from desk to desk) and able to fit on a multitude of desk/monitor types.
3. Delivery to: Canadian Forces Support Unit (Europe) Supply, Bldg B-9
Selfkant-Kaserne,
Quimperlestrasse, 100
52511, Geilenkirchen
Germany
4. Bidders must provide products that are compatible with a multitude of desks and monitor types/configurations.
5. Quotation will include the following:
 - a. all costs (including Tax and delivery)
 - b. break down by per unit/price
6. Delivery of the Standing Desk Attachments required no later than end of May 2019.

ANNEX A – Statement of Requirement

Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of contract.

Security

There is no security requirement associated with this contract.

ANNEX A – Anforderungskatalog

German Version

Stehpultaufsätze

Umfang

Die Lieferung von achtundzwanzig (28) Einzelmonitor- Stehpultbefestigungen und sechsundvierzig (46) Doppelmonitor- Stehpultbefestigungen. Der gesamte Bedarf beträgt vierundsiebzig (74).

Hintergrund

Um ein gesundes Arbeitsumfeld zu ermöglichen, ist die Canadian Armed Forces @ Canadian Forces Support Unit (Europe) verpflichtet, 74 Steharbeitsplätze zu beschaffen. Dieser Kauf soll die Kompatibilität/Funktionalität mit bestehenden Arbeitsplätzen sicherstellen.

Anforderungen/Lieferungen

1. Achtundzwanzig (28) Einzelcomputer-Monitor Stehpultbefestigungen. Die Aufsätze müssen multikompatibel, höhenverstellbar, von Stehpult auf ein Sitzpult verstellbar sein, beweglich (übertragbar von Schreibtisch zu Schreibtisch) und bei einer Vielzahl von Tisch-/Monitortypen verwendbar sein.
2. Sechsundvierzig (46) Dual-Computer-Monitor Stehpultbefestigungen. Die Aufsätze müssen multikompatibel, höhenverstellbar, von Stehpult auf ein Sitzpult verstellbar sein, beweglich (übertragbar von Schreibtisch zu Schreibtisch) und bei einer Vielzahl von Tisch-/Monitortypen verwendbar sein.
3. Zu liefern an:

Canadian Forces Support Unit (Europe) Supply, Bldg B-9
Selfkant-Kaserne,
Quimperlestrasse, 100
52511, Geilenkirchen
Germany
4. Die Bieter müssen Produkte anbieten, die mit einer Vielzahl von Schreibtischen und Monitortypen/Konfigurationen kompatibel sind.
5. Das Angebot beinhaltet folgendes:
 - a. alle Kosten (einschließlich Steuern und Lieferung)
 - b. Aufgliederung nach Einheiten/Preisen
6. Die Lieferung muss bis Ende Mai 2019 erfolgen.

ANNEX A – Anforderungskatalog

German Version

Grundlage der Evaluierung

Ein Angebot muss alle Anforderungen der Ausschreibung erfüllen, um als verbindlich deklariert zu werden. Das ansprechenste Angebot mit dem niedrigst bewerteten Preis, wird für die Auftragsvergabe empfohlen.

Sicherheit

Mit diesem Vertrag ist keine Sicherheitsanforderung verbunden.

ANNEX B – PRICING

1. Please quote for the delivery of Standing Desk
2. The rates are to be firm for the period of the Contract and are to include all costs, in regards to labour, equipment, tools, which may be required in the performance of the Contract as described in the Annex A, Statement of Requirement.
3. Work is to be provided in accordance with Annex A, Statement of Requirement.
4. Please note:
 - The prices quoted are to be net
 - Any applicable taxes and duties are to be shown separately

*A. Single Standing Desk * 28 Unit = \$ _____*

*B. Dual Standing Desk * 46 Units = \$ _____*

C. Delivery Cost of A + B = \$ _____

D. Total Cost = A+ B+ C = \$ _____

File number: W3132-18MI10/01-GRK42

**Self-Declaration for Proof of Reliability and Integrity
in accordance with VOL/A, Article 6, Paragraph 5, and Government of Canada Integrity
Provisions**

I/we confirm that

1. No insolvency proceedings or any comparable legal proceedings have been initiated against the assets of my/our company, or that no petition for such proceedings has been filed, or rejected due to insufficiency of assets;
2. My/our company is not in the process of liquidation;
3. I/we have not committed, been convicted or pleaded guilty to acts of grave misconduct, including, but not necessarily limited to: frauds against any level of government; frauds against individuals or businesses; payment of a contingency fee to a person in order to obtain a business advantage; corruption, collusion, bid-rigging or any other anti-competitive activity; money laundering; participation in activities of criminal organizations; income and excise tax evasion; bribing a public official or a foreign public official; offences in relation to drug trafficking; extortion; bribery of judicial officers; bribery of officers; secret commissions; criminal breach of contracts; fraudulent manipulation of stock exchange transactions; prohibited insider trading; forgery and other offences resembling forgery; and falsification of books and documents, which would impeach my/our reliability as a contractor;
4. I/we have not knowingly, entered into a direct contractual relationship with a subcontractor who is ineligible or suspended from Contract award under the subject Integrity Provisions;
5. I/we have duly met my/our obligation to payment of taxes and dues, as well as contributions to statutory national insurance;
6. I/we have not made deliberate inaccurate declarations regarding my/our professional expertise, capability and reliability during the award procedure;
7. I/we will immediately inform Canada in writing of any changes affecting the list of names of directors or owners during the contract period.

I/we am/are aware that deliberately given false information in the aforementioned declaration may lead to my/our exclusion from this and further award procedures and that failure to remain free and clear of any convictions or wrong-doing, as captured above, may lead to a termination for default.

City/Date

Name and Title of Official of Firm

Signature

Corporate Name and Full Address in block letters
Or Company Stamp:

Aktenzeichen: W3132-18MI10/01-GRK42

**Eigenerklärung zum Nachweis der Zuverlässigkeit und Integrität
gemäß § 6 Abs. 5 VOL/A, und den Integritätsrichtlinien der kanadischen Regierung**

Ich/Wir erkläre/n , dass

1. über das Vermögen meines/unseres Unternehmens kein Insolvenzverfahren oder vergleichbares gesetzliches Verfahren eröffnet wurde oder die Eröffnung beantragt ist oder dieser Antrag mangels Masse abgelehnt worden ist;
2. mein/unser Unternehmen sich nicht in Liquidation befindet;
3. von mir/von uns keine schwere Verfehlungen begangen wurden, noch dass ich/wir wegen solchen Verfehlungen eine Schuld eingeräumt haben oder diesbezüglich verurteilt wurden; dies betrifft folgende Straftaten, ist aber nicht unbedingt auf diese beschränkt: Betrug gegen jedwede Regierungsebene; Betrug gegen Einzelpersonen oder Firmen; Zahlung eines Erfolgshonorars an eine Einzelperson zur Erzielung eines geschäftlichen Vorteils; Korruption; Verdunkelung des Sachverhalts; Manipulation von Bietverfahren und sonstigen Anti-Wettbewerbshandlungen; Geldwäsche; Beteiligung an den Aktivitäten einer kriminellen Vereinigung; Hinterziehung von Einkommenssteuer und Zollabgaben; Bestechung von deutschen und ausländischen Beamten; Straftaten in Verbindung mit Rauschgiftgeschäften; Erpressung; Zahlung von Schmiergeldern an Justizbeamte; Zahlung von Schmiergeldern an Offiziere; geheime Provisionen; strafbarer Vertragsbruch; betrügerische Manipulation von Börsengeschäften; verbotene Insider Börsengeschäfte; Fälschungen und ähnliche Straftaten; Fälschung von Büchern und Dokumenten, welche allesamt die Zuverlässigkeit von mir/uns als Bewerber in Frage stellen;
4. ich/wir nicht wissentlich ein Vertragsverhältnis mit einem Unterauftragnehmer eingegangen bin/sind, der gemäß dieser Integritätsrichtlinien ungeeignet oder von der Auftragserteilung ausgeschlossen ist;
5. ich/wir meine/unsere Verpflichtungen zur Zahlung von Steuern, Abgaben und der Beiträge zur gesetzlichen Sozialversicherung ordnungsgemäß erfüllt habe(n);
6. ich/wir im Vergabeverfahren keine vorsätzlich unzutreffenden Erklärungen in Bezug auf meine/unsere Sachkunde, Leistungsfähigkeit und Zuverlässigkeit abgegeben habe/n;
7. ich/wir Kanada umgehend schriftlich über jegliche Änderungen unterrichte(n), die während der Vertragsdauer die Liste der Namen der Direktoren oder Alleineigentümer betreffen.

Ich bin mir/wir sind uns bewusst, dass wissentlich falsche Angaben auf der vorstehenden Erklärung meinen/unseren Ausschluss von diesem und weiteren Vergabeverfahren zur Folge haben kann und dass bei Nichterfüllung der oben genannten Bedingungen/Voraussetzungen, frei von jeglichen Verurteilungen oder Fehlverhalten zu bleiben, zu einer Vertragsbeendigung wegen Nichterfüllung führen kann.

Ort/Datum

Name and Titel des Firmenbevollmächtigten

Unterschrift

Firmenname und vollständige Adresse in
Druckbuchstaben, oder Firmenstempel:

Annex D

Evaluation - Mandatory Requirements

Single Computer Monitor Standing Desk Attachments

- 1) The Bidder must provide a written attestation at the Compliance Box(s) in sections, D1, D2, D3, D4 and D5 that they are capable of meeting the referenced requirement.

numeration	Reference	Requirements	Proof of Compliance	Compliance
D1	Annex A Requirements/ Deliverables	Standing Desk Attachments must be multi-compatible	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D2	Annex A Requirements/ Deliverables	Standing Desk Attachments must be height adjustable	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D3	Annex A Requirements/ Deliverables	Standing Desk Attachments must have the ability to switch from Standing Desk to Sitting Desk	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D4	Annex A Requirements/ Deliverables	Standing Desk Attachments must be movable (able to transfer from desk to desk)	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D5	Annex A Requirements/ Deliverables	Standing Desk must be able to fit on a multitude of desk/monitor types	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	

Annex D

Evaluation - Mandatory Requirements*Dual Computer Monitor Standing Desk Attachments*

- 1) The Bidder must provide a written attestation at the Compliance Box(s) in sections, D1, D2, D3, D4 and D5 that they are capable of meeting the referenced requirement.

numeration	Reference	Requirements	Proof of Compliance	Compliance
D1	Annex A Requirements/ Deliverables	Standing Desk Attachments must be multi-compatible	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D2	Annex A Requirements/ Deliverables	Standing Desk Attachments must be height adjustable	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D3	Annex A Requirements/ Deliverables	Standing Desk Attachments must have the ability to switch from Standing Desk to Sitting Desk	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D4	Annex A Requirements/ Deliverables	Standing Desk Attachments must be movable (able to transfer from desk to desk)	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	
D5	Annex A Requirements/ Deliverables	Standing Desk must be able to fit on a multitude of desk/monitor types	The bidder must provide a brochure and/or specification sheet, which clearly indicates dimensions and capabilities of the item	

Anhang D

Bewertung - Verbindliche Anforderungen*Einzelcomputer-Monitor Stehpultbefestigungen*

- 1) Die Bieterin/ Der Bieter muss bei der/den Compliance Box(en) in den Abschnitten D1, D2, D3, D3, D4 und D5 schriftlich bescheinigen, dass man in der Lage ist, die genannte Anforderung zu erfüllen.

numeration	Reference	Requirements	Proof of Compliance	Compliance
D1	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen multifunktional & kompatibel sein	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D2	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen höhenverstellbar sein	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D3	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen die Möglichkeit haben, vom Stehpult zum Sitzpult zu wechseln	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D4	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen beweglich sein (übertragbar von Schreibtisch zu Schreibtisch)	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D5	Anhang A Anforderungen /Leistungen	Stehpult muss auf eine Vielzahl von Tisch- /Monitortypen passen	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	

Anhang D

Bewertung - Verbindliche Anforderungen*Dual-Computer-Monitor Stehpultbefestigungen*

- 1) Die Bieterin/ Der Bieter muss bei der/den Compliance Box(en) in den Abschnitten D1, D2, D3, D3, D4 und D5 schriftlich bescheinigen, dass man in der Lage ist, die genannte Anforderung zu erfüllen.

numeration	Reference	Requirements	Proof of Compliance	Compliance
D1	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen multifunktional & kompatibel sein	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D2	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen höhenverstellbar sein	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D3	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen die Möglichkeit haben, vom Stehpult zum Sitzpult zu wechseln	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D4	Anhang A Anforderungen /Leistungen	Stehpultaufsätze müssen beweglich sein (übertragbar von Schreibtisch zu Schreibtisch)	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	
D5	Anhang A Anforderungen /Leistungen	Stehpult muss auf eine Vielzahl von Tisch- /Monitortypen passen	Die Bieterin/ der Bieter muss eine Broschüre und/oder ein Datenblatt mit entsprechenden Spezifikationen zur Verfügung stellen, aus dem die Abmessungen und Möglichkeiten des Artikels deutlich hervorgehen	

ENGLISH VERSION:

File Number:

Verification Process and Consent:

PART I

Bidders, who are incorporated, must provide a complete list of names of all individuals who are currently their directors.

Bidders, bidding as sole proprietorship, must provide the name of the owner.

The name of the owner (sole proprietorship) or the complete list of names of all individuals who are currently directors (Incorporated) will be forwarded to the Special Investigations Directorate of Public Works and Government Services Canada for a criminal record verification.

PART II

If necessary, because names are not unique, bidders may be requested to provide additional information consisting of:

- Family Name;
- Family Name at Birth;
- Full Given Names (No initials);
- All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames);
- Date of Birth (YYYY-MM-DD);
- Gender (Male or Female); and
- Current Permanent Residential Address.

The information will be used for validating the criminal conviction certifications, ***since a clean record is a prerequisite*** for being awarded and maintaining a contract with Public Works and Government Services Canada. It may be shared with other government departments and agencies, within the limits of what is required to conduct the criminal conviction verification.

When providing the above additional information, bidders will be required to provide their consent in writing to the collection, use and communication of the personal information required to verify the existence of a criminal record and declare that such consent has been given voluntarily and will remain valid until withdrawn in writing.

Incidentally, it is ***further*** possible that the competent authorities may require that fingerprints be taken to conduct the criminal record verification.

DEUTSCHE VERSION:

Aktenzeichen:

Überprüfungsprozess und Einverständniserklärung:

TEIL I

Bieter, die als Aktiengesellschaft eingetragen sind, müssen eine Liste mit den Namen aller derzeitigen Direktoren vorlegen.

Bieter, die als Alleineigentümer bieten, müssen den Namen des Eigentümers angeben.

Zur Überprüfung eines möglichen Vorstrafenregisters wird der Name des Geschäftseigentümers (für Einzelunternehmen) oder die vollständige Liste der Namen aller Mitarbeiter, die derzeit Geschäftsführer sind (für Kapitalgesellschaften), zum „Special Investigations Directorate“ des Beschaffungsministeriums Kanada weitergeleitet.

TEIL II

Sofern die Notwendigkeit entstehen sollte, da Namen nicht unbedingt einmalig sind, können von den Bietern zusätzliche Informationen, wie nachfolgend aufgeführt, angefordert werden:

- Nachname;
- Nachname bei Geburt;
- Vollständige Vornamen (keine Initialien);
- Alle anderen vormals verwendete Namen (z.B. Mädchenname, vormalige Ehenamen, amtliche Namensänderungen, Spitznamen);
- Geburtsdatum (JJJJ-MM-TT);
- Geschlecht (männlich oder weiblich); und
- Anschrift des gegenwärtigen festen Wohnsitzes.

Diese Informationen werden zur Feststellung von rechtsgültig beurkundeten Verurteilungen/Vorstrafen verwendet, denn strafrechtliche Unbescholtenheit ist Voraussetzung für die Erteilung und Aufrechterhaltung eines Vertrages mit dem Beschaffungsministerium Kanada. Diese Informationen können mit anderen Ministerien und behördlichen Dienststellen geteilt werden innerhalb des Umfangs, der für eine Überprüfung der Feststellung von rechtsgültig beurkundeten Verurteilungen/Vorstrafen erforderlich ist.

Mit der Bereitstellung der oben aufgeführten zusätzlichen Informationen werden die Bieter aufgefordert, ihr schriftliches Einverständnis abzugeben zur Erfassung, Nutzung und Weiterleitung der persönlichen Informationen, die den Nachweis einer Vorstrafe zulassen, und erklären schriftlich, dass dieses Einverständnis freiwillig abgegeben wurde und bis zu seinem Widerruf Gültigkeit hat.

Im Übrigen könnte es weitergehend möglich sein, dass die zuständige Behörde zur Durchführung o.g. Überprüfung die Abnahme von Fingerabdrücken anfordert.

CONTRACT**BEDINGUNGEN**

- (1) Wenn nicht anders im Auftrag angegeben, schließen Preise Fracht-, Verpackungs- und Verladekosten ein. Zahlung erfolgt nur in der nationalen Währung des Auftragnehmers oder Lieferanten.
- (2) Die Lieferungen müssen auftragsgemäß in den angegebenen Mengen und gemäß den aufgeführten Spezifikationen, Klauseln und Bedingungen erfolgen. Lieferfristen müssen unbedingt eingehalten werden. (Siehe den im Auftrag angegebenen Liefertermin).
- (3) Die kanadische Regierung behält sich das Recht vor, den im Auftrag angeführten Lieferort zu irgendeiner Zeit, vor der tatsächlichen Lieferung, in einen anderen Lieferort zu ändern, und in solchen Fällen verpflichtet sich der Auftragnehmer, mit solchen Anweisungen einverstanden zu sein. Der Auftragnehmer ist berechtigt, für etwaige zusätzlich entstandenen Kosten Vergütung zu beanspruchen. Andererseits sind die Preise bei etwaigen Kostenminderungen auszugleichen.
- (4) Der Lieferant gewährleistet, dass er das Recht hat, irgendwelche patentierte Geräte oder Teile, die in den angebotenen Lieferungen verwendet sind, zu gebrauchen und zu verkaufen, und verpflichtet sich, den Käufer gegen irgendwelche Ansprüche für Tantiemen, Lizenzgebühren oder andere Ansprüche oder Forderungen, die aufgrund des Gebrauchs oder Verkaufs beansprucht werden, zu entschädigen, gleichgültig, ob solche Geräte oder Teile von der kanadischen Regierung angegeben sind oder nicht.
- (5) Für den Auftrag gelten:
 - a. Teil B der Verdinungsordnung für Leistungen (VOL) mit den Ergänzungen des Bundesministers der Verteidigung (ZVB/BMVg)
 - b. das deutsche Preisrecht, insbesondere die VO PR 30/53 über die Preise bei öffentlichen Aufträgen.
- (6) Eine Packliste muss jede Lieferung begleiten und zwar, wenn möglich, in einem verschlossenen „Packschein-Umschlag“, der auf der Außenseite der Verpackung angebracht ist. Verpackungen, die Packlisten enthalten, müssen als solche gekennzeichnet sein. Die Packlisten müssen alle Auftragsnummern, Positionen, Teile- oder Kennzeichenummern und Beschreibung der Lieferung enthalten. Eine Packliste muss jede Lieferung begleiten und zwar, wenn möglich, in einem verschlossenen „Packschein“.
- (7) Rechnungen sind auf firmeneigenen Formularen einzureichen. Sie dürfen nicht vor Abgang der Lieferung, sondern müssen einen Tag nach Abgang der Ware verschickt werden und in der im Auftrag angegebenen Form eingereicht werden.
- (8) Alle Rechnungen müssen die in diesem Auftrag angegebene Warenbezeichnung enthalten. Die Firmenmarken können in Klammern angeführt werden, falls erwünscht.
- (9) Lieferscheine müssen die Originalrechnung begleiten, und wenn die Lieferungen im Werk des Auftragnehmers geprüft worden sind, muss die unterzeichnete Werkprüfbescheinigung ebenfalls der Originalrechnung beigelegt werden.
- (10) Getrennte Rechnungen müssen für jede Sendung eingereicht werden. Sie dürfen sich nur auf einen Auftrag beziehen, und jede Rechnung muss angeben, ob sie eine Teil oder Endlieferung betrifft.
- (11) Der Name und die Anschrift des Empfängers müssen auf allen Rechnungen angeführt sein, zusammen mit dem Datum, der Versandart und Kistennummer, wenn zutreffend. Die Zahlungsbedingungen müssen auf allen Rechnungen aufgeführt werden.
- (12) Für den Auftrag gilt deutsches Recht. Ausschließlicher Gerichtsstand ist Aachen.

CONDITIONS

- (1) Unless otherwise specified in the purchase order, prices include packing, cartage and loading charges, payment will be made only in the national currency of the contractor or supplier.
- (2) The supplies must be delivered strictly in accordance with the quantities, specifications, terms and conditions shown. Time shall be of the essence of this contract. (See time of delivery indicated in order.)
- (3) The Government of Canada reserves the right to change the place of delivery, as shown on the reserve side hereof, to such other place as it may direct at any time prior to actual shipment, and in such case the supplier agrees to comply with such direction and shall be entitled to be reimbursed for any additional costs incurred or shall reduce the prices to the extent of any lesser costs involved.
- (4) The supplier warrants that he has the right to use and sell any patented device or parts used in the supplies offered and agrees to indemnify the buyer against any claims for royalties, license fees or other claims or demands by reason of the use of the sale thereof, whether or not any such devices or parts are specified by the Government of Canada.
- (5) The purchase order shall be governed by:
 - a. Part A and B of the Regulations concerning Supplies and Services (VOL) as amended by the Federal Minister of Defence (ZVB/BMVg) and
 - b. German Law concerning Prices, particulars as embodied in VO PR 30/53.
- (6) A packing slip must accompany each shipment and, if possible, is to be enclosed in a „Packing Note Envelope“ attached to the outside of the container. Containers in which packing slips are enclosed must be properly identified. Packing slips must show all purchase order numbers, item, part or reference numbers and description of supplies.
- (7) Invoices must be submitted on supplier's own invoice form, and are not to be submitted prior to shipment of supplies, but must be submitted not later than the day following shipment and such invoices must be submitted in the manner set out on the face of this purchase order.
- (8) The nomenclature shown on this purchase order must be shown on all invoices. Trade description may be shown in brackets, if desired.
- (9) Transportation Bill of Lading must accompany original invoice and if the supplies have been inspected at supplier's plant, signed inspection voucher must also be attached to original invoice.
- (10) Separate invoices must be submitted for each shipment; must apply to one purchase order only; and each invoice must indicate whether it covers partial or final shipment.
- (11) The name and address of consignee must be shown on all invoices, together with date, method of shipment and the case numbers if applicable. Terms of payment must be shown on all invoices.
- (12) German Law shall be valid for this contract. The court of exclusive jurisdiction shall be Aachen.

CONTRACT

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CONTRACT

1. CONTRACT PARTIES

Canada,

as represented by the Minister of Public Works and Government Services Canada.

And

TBD

represented by **TBD**

Hereafter called CONTRACTOR

2. AUTHORITIES

a) CONTRACTING AUTHORITY

who is responsible for all contractual matters and the only authority that can amend this procurement instrument:

Public Services and Procurement Canada
Attn.: Jacqueline Frenken
Slot#3002, Selfkant Kaserne
Quimperlestraße 100
52511 Geilenkirchen / Germany
Tel.: +49 (0) 2451 717318
Email: Jacqueline.Frenken@tpsgc-pwgsc.gc.ca

b) Contracts Coordinator

Supply Branch, Bldg B9
Canadian Forces Support Unit (Europe)
Selfkant Kaserne
Quimperlestraße 100
52511 Geilenkirchen/ Germany
Attn.: Mr Dave Hilborn
Tel.: +49 (0) 2451 717184
Email: Dave.Hilborn@forces.gc.ca

c) TECHNICAL AUTHORITY

The supplies and/or services ordered with this Contract are to be performed to the fullest satisfaction of the Technical Authority. Any communication with the Contractor regarding the quality of work performed pursuant to this Contract must be undertaken by official correspondence through the Requisitioning Authority and the PSPC Contracting Authority.

TBD

All above listed authorities may delegate their authority and may act through their duly appointed representatives.

3. SUBJECT

Supply and delivery of twenty-eight (28) Single Monitor Standing Desk Attachments and Forty-Six (46) Dual Monitor Standing Desk Attachments to Canadian Forces. Total combined requirement is seventy-four (74).

CONTRACT

4. DELIVERY DATES

No later than end of May 2019

5. DELIVERY / POINT OF PERFORMANCE

Canadian Forces Support Unit (Europe) Supply. Bldg B-9
Selfkant-Kaserne,
Quimperlestraße 100
52511 Geilenkirchen/ Germany

6. CONTRACTOR'S DESIGNATED POINT OF CONTACT

TBD

7. DESCRIPTION OF GOODS / SERVICES

The items described in the attached Annex A and priced in Annex B will be the only items approved for delivery against this Contract.

8. SUPPLY OF MATERIALS

The supply of all materials and equipment required for the execution of this Contract must be the responsibility of the CONTRACTOR.

9. QUANTITY

It is understood that the funds provided for this Contract are to cover estimates of the requirements made in good faith. The Contract, however, is limited to the actual quantities ordered and delivered.

An obligation for Canada to call up deliveries shall not be imposed by this Contract.

10. TERMS OF DELIVERY

All supplies/services shall be completed as quickly as possible or in accordance with an agreed upon timeframe. The Contractor warrants that he shall render the same prompt service to the Canadian Government (consignee) as he accords to his most favored customer under comparable conditions.

11. INSPECTION

Deliveries are subject to inspection and acceptance by the CONSIGNEE or their representative at destination. Deliveries, which are rejected may be refused, and must be re-executed or replaced by the CONTRACTOR at his own expense without delay to the full satisfaction of the consignee unit.

12. LIMITATION OF EXPENDITURE

Canada's liability to the CONTRACTOR under this Contract shall not exceed the total sum as shown on the first page of this document or its latest authorized amendment.

The CONTRACTOR shall not be obliged to perform any work or services which would cause the total liability of Canada to exceed the said sum, unless an increase is authorized.

However, if at any time the CONTRACTOR considers that said sum may be exceeded, he will promptly notify the CONTRACTING AUTHORITY.

Canada shall not be obliged to spend the whole maximum amount if such expenditure is not necessitated by the actual requirement of the consignee.

13. PRICES

For this Contract the prices listed in Annex B will be applicable.

The aforementioned prices are understood to include all costs, which may be required in the performance of this Contract.

CONTRACT

Materials and/or services which are not listed in Annex B may not be called up by the Canadian Forces, nor shall they be supplied by the Contractor. The CONTRACTOR has no claim to any other payments, compensations or remunerations than those shown in Annex B.

14. PRICE VALIDITY

01 July 2019

15. TERMS OF PAYMENT

30 days net.

The payment date must be calculated from the date the invoice is received or the date the goods or services are delivered/rendered whichever is the later date.

All payments will be made in EUR.

16. INVOICING

Invoices will be based on actual usage.

a.) Original invoices and two (2) copies shall be addressed to:

Canadian Forces Support Unit (Europe)
Selfkant-Kaserne,
Quimperlestraße 100
52511 Geilenkirchen/ Germany

b.) All invoices must be issued in English and show the following:

- Contract number with respective financial code shown on page 1
- Description of the goods/services delivered, and the respective line item number according to Annex A and Annex B – Pricing
- The agreed upon unit prices in accordance with Annex A and Annex B (list of items/services – pricing)
- Date of services provided
- Quantities
- Total invoice amount

c.) Taxes and/or levies must be shown as separate items

17. INTEREST ON OVERDUE ACCOUNTS

a.) For the purpose of this clause:

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

"date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the contract;

an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the contract.

b.) Canada will pay to the CONTRACTOR simple interest at the Average Rate plus 3 percent per year on any amount that is overdue; from the date that amount becomes overdue until the day before the date of payment, inclusive. The CONTRACTOR is not required to provide notice to Canada for interest to be payable.

c.) Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the CONTRACTOR. Canada will not pay interest on overdue advance

CONTRACT

payments.

18. VAT AND OTHER EXEMPTIONS

Where Canadian Military personnel are exempted from VAT or other local Taxes, the CONTRACTOR shall be responsible to research, implement and comply with VAT-Free Package (or other applicable local tax) submissions to the appropriate authorities.

The CONTRACTOR is expected to provide the Consignee with information on the applicable national VAT-Free (or other local tax) exemption procedure.

19. PRICE CERTIFICATION

The supplier hereby certifies that the prices offered for all products he produces and sells, are in accordance with generally recognized basis of calculation as per the VO PR 30/53, and that the prices are not higher than those he accords to any other customer, including his most favored customer, for the same quantity and quality; and that these prices do not include a higher profit margin than that he normally calculates, and that the prices do not include any commissions for agent, and that any rebates are shown separately.

Payment of a commission, percentage, brokerage or contingent fee is excluded under the proposed Contract.

20. DISCRETIONARY AUDIT

The CONTRACTOR'S price certification is subject to verification by a governmental audit, at the Canadian Government's (represented by Public Services and Procurement Canada or its authorized representative) discretion, before or after payment is made to the CONTRACTOR under the terms and conditions of the Contract. If said audit demonstrates that the certification is in error, it is agreed that the CONTRACTOR shall make repayment to the Crown in the amount found to be in excess of the lowest price.

21. INSURANCE

The CONTRACTOR must comply with the insurance requirements as per local laws.

22. INTERPRETATION

For the interpretation of the present Contract the German version shall govern the bilingual part, and the English version shall govern the unilingual part.

23. CERTIFICATION

It is certified that the supplies/services in Annex A are ordered by the CONTRACT AUTHORITY for the exclusive use of, or consumption by the Canadian Forces.

24. EXTENSION, RENEWAL OR MODIFICATION

The present Contract can only be extended, renewed or modified in writing by the CONTRACT AUTHORITY.

CONTRACT**25. TERMINATION FOR DEFAULT**

All other clauses and conditions notwithstanding any CONTRACT may be terminated as follows:

On a minimum of 48 hours written notice if Public Services and Procurement Canada should determine that the CONTRACTOR has not complied with the conditions of this CONTRACT.

In the event of such termination within the meaning of this article, the CONTRACTOR shall neither be entitled to claim damages, nor further payments.

26. LIABILITY OF THE CONTRACTOR

The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

27. MOST FAVOURED TREATMENT

The CONTRACTOR shall supply the goods or services ordered at prices and conditions no less favorable than those he accords to the Government of his own country and/or his most favored customer for similar goods and/or services in comparable quantities.

28. CONFLICT OF INTEREST

The CONTRACTOR warrants,

- a.) that no bribe, gift, or other inducement has been or shall be paid, given, promised or offered to any official or employee of the Government of Canada for or with a view to, the obtaining of a Contract by the CONTRACTOR, and
- b.) that it has not employed any person to solicit or secure a Contract upon any agreement for a commission, percentage, brokerage or contingent fee.
- c.) that no former Public Office holder in the Canadian Government who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for the Public Office Holders, shall derive a direct benefit from this contractual benefit.

Any breach of the warranties contained in this section is be deemed to be a material breach of a Contract.

29. INTERNATIONAL SANCTIONS

1. Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions imposed by Canada. As a result, the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

CONTRACT

<http://www.international.gc.ca/sanctions/index.aspx?lang=eng>

2. The CONTRACTOR must not supply to the Government of Canada any goods or services which are subject to economic sanctions.
3. The CONTRACTOR must comply with changes to the regulations imposed during the period of the contract. The CONTRACTOR must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the contract will be terminated for the convenience of Canada in accordance with the **termination for convenience clause** of this contract.

30. LAW IN FORCE

The Contract is subject to German law; exclusive jurisdiction is Aachen.

31. INTEGRITY PROVISIONS

1. Statement
 - a. The Contractor must comply with the Integrity requirements in accordance with VOL/A, Article 6, Paragraph 5 and Government of Canada Integrity Provisions.
 - b. The Contractor confirms that it understands that convictions of certain offences, a false declaration in its bid, a false declaration under the Contract or failing to maintain up-to-date information requested may lead to a termination for default. If the Contractor or any of its Affiliates fail to remain free and clear of any convictions and any conditional or absolute discharges specified in these Integrity Provisions during the period of the contract period, Canada may, following a notice period, terminate for default. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.
2. List of Names

The Contractor must immediately inform Canada in writing of any changes affecting the list of names of directors and owners during the period of the contract period.

3. Information Verification

The Contractor certifies that it is aware, and its Affiliates are aware, that Canada may verify at any time during the period of the contract period, the information provided by the Contractor, including the information relating to the acts or convictions and any conditional or absolute discharges specified in these Integrity Provisions. Canada may request additional information, validations from a qualified third party, consent forms and other evidentiary elements proving identity and eligibility to contract with Canada.

4. The Contractor certifies neither it nor any of its Affiliates have been convicted or pleaded guilty to acts of grave misconduct, in the last three years, including, but not necessarily limited to: frauds against any level of government; frauds against individuals or businesses; payment of a contingency fee to a person in order to obtain a business advantage; corruption, collusion, bid-rigging or any other anti-competitive activity; money laundering; participation in activities of criminal organizations; income and excise tax evasion; bribing a public official or a foreign public official; offences in relation to drug trafficking; extortion; bribery of judicial officers; bribery of officers; secret commissions; criminal breach of contracts; fraudulent manipulation of stock exchange transactions; prohibited insider trading; forgery and other offences resembling forgery; and falsification of books and documents, which it would be ineligible for contract award.
5. Ineligibility to Contract with Canada
 - a. The Contractor confirms that it understands that if after contract award they have been convicted of certain offences, as described above in paragraph 4, they will be ineligible contract with Canada. If, after contract award, a Contractor becomes ineligible to be issued for contract award, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been awarded:
 - i. terminate the contract for default; or
 - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

CONTRACT

- b. The Contractor confirms that it understands that where its Affiliate has been convicted of certain offences, as described above in paragraph 4, the Affiliate is ineligible to contract with Canada. If, after contract award, an Affiliate of a Contractor becomes ineligible to contract with Canada, Canada may, following a notice period, declare the Contractor to be ineligible and, to the extent that a contract has been concluded:
- i. terminate the contract for default if, in the opinion of Canada, there is evidence that the Contractor directed, influenced, authorized, assented to, acquiesced in or participated in the commission or omission of certain acts or offences that make that Affiliate ineligible; or
 - ii. require the Contractor to enter into an Administrative Agreement with the Minister of PWGS on such terms and conditions as are necessary to safeguard the integrity of the procurement process.

32. PRIORITY OF DOCUMENTS

The documents listed below form part of and are incorporated into this Contract and any resulting Call-up. If there is a discrepancy between the wording of one document and the wording of any other document which appears on the list, the wording of the document which first appears on the list shall prevail over the wording of any document which subsequently appears on the list:

this Contract with terms and conditions (DSS MAS 1049-5G)

Annex A and B

VOL A and B

VO PR 30/53

German Law

33. APPENDICES

Annex A – Statement of Requirements (2 pages)

Annex B – Pricing (1 page)