

RMSA 6000072396 - BCC Inmate Apparel Items

Name of Respondent	Overall Bid Amount	Samples Submitted
Marantz & Son Ltd	\$236,848.32	Yes
Prototype Integrated Solutions	s.21	Yes
Max World Imports		Yes

MASTER STANDING AGREEMENT FOR GOODS

4600004167

BCC Inmate Apparel

THIS MASTER STANDING AGREEMENT is made the 1st day of September, 2020.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Citizens' Services, Product Distribution Centre

(the "Province")

AND:

Marantz & Son Ltd, a body corporate incorporated under the laws of Manitoba and having an office at 14 Plymouth Street, Winnipeg, Manitoba, R2X 2V7

(the "Supplier")

WHEREAS:

- A. The Product Distribution Centre ("PDC") provides customized supply, inventory management and related goods-procurement services on behalf of government and Broader Public Sector Entities, pursuant to the authority set out in the *British Columbia Procurement Services Act*;
- B. The Province issued the Request for Master Standing Agreement for the purchase of inmate apparel items on behalf of BC Corrections (BCC);
- C. The Supplier submitted a response to the Request for Master Standing Agreement number 6000072396 and was the successful Respondent; and
- D. The parties wish to enter into this Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Master Standing Agreement, the parties agree as follows:

DEFINITIONS

1. In this Master Standing Agreement and the recitals hereto:
 - (a) "Administrative and Reporting Requirements" means those requirements set out in Schedule "C";
 - (b) "Agreement" or "MSA" means this Master Standing Agreement;
 - (c) "Broader Public Sector Entity" means a government organization, local public bodies and participating jurisdictions, each as defined in the *British Columbia Procurement Services Act*;
 - (d) "Delivery Date" means the date the Goods are to be received at PDC, calculated in accordance with Lead Time or Initial Run, as the case may be;
 - (e) "Renewal Term" has the meaning set out in paragraph 3 of this Agreement;
 - (f) "Goods" means those items described in Schedule "A";
 - (g) "Initial Run" means business days required for the Supplier's first production run to Delivery Date as set out in **Appendix 1 to Schedule "A"**;
 - (h) "Initial Term" has the meaning set out in paragraph 2 of this Agreement;
 - (i) "Lead Time" means the business days from the Supplier receipt of an Order to Delivery Date as set out in **Appendix 1 to Schedule "A"**;
 - (j) "Order" means any written form of the Province that contains the information set out in paragraph 7 of this Agreement and that is submitted to the Supplier by the Province;
 - (k) "Prices" means the prices payable for the Goods, as set out in Schedule "B";
 - (l) "Product Distribution Centre" or "PDC" means the Product Distribution Centre, Ministry of Citizens' Services, as may be reorganized or renamed from time to time, or such other ministry as may be responsible for the PDC;
 - (m) "Response" means the Supplier's response to the RMSA;
 - (n) "Request for Master Standing Agreement" or "RMSA" means the Ministry of Citizens' Services Request for Master Standing Agreement Number: 6000072396 for BCC inmate apparel issued on March 11, 2020;
 - (o) "Schedule" means a schedule to this Agreement;
 - (p) "Term" has the meaning set out in paragraph 2 of this Agreement, and includes the Initial Term and any Renewal Term;
 - (q) "Made to Measure" or "MTM" means a custom Good to meet an individual's unique requirements;
 - (r) "Minimum Order Quantity" means the minimum quantity of Goods required to be purchased per Order as set out in Appendix 1 to Schedule "A";
 - (s) "Model" means the type of Good, i.e. shirt; trouser, jacket, etc.; and
 - (t) "Style" means the cut of the Good, i.e. women's, men's, etc.

TERM

2. Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement will commence on September 1, 2020 and terminate on August 31, 2022 (the "Initial Term"), unless renewed pursuant to paragraph 3 of this Agreement or sooner terminated in accordance with paragraphs 34 or 35 of this Agreement.
3. The Province may, in its sole discretion, renew the Term for up to three (3) additional one-year periods (each, a "Renewal Term").

MASTER STANDING AGREEMENT

4. The Supplier agrees to supply, as, if and when requested by way of an Order issued by the Province, the Goods described in Schedule "A" at the Prices described in Schedule "B".
5. The Supplier acknowledges and agrees that:
 - (a) the execution of this Agreement does not oblige the Province to authorize or order any or all of the Goods;
 - (b) the Province makes no representations or guarantees that the Supplier will receive any Orders against this Agreement, and makes no commitments or representations as to the number or value of Orders that may be requested over the Term;
 - (c) the Province will only be responsible for the purchase of such Goods that are set out in an Order, which has been issued in accordance with the provisions of this Agreement;
 - (d) there is no obligation on the Province to issue any Order; and
 - (e) the Province reserves the right to order Goods under other contractual arrangements and from other suppliers, and in particular:
 - i) where goods are ordered by a branch or ministry of the Province other than PDC;
 - ii) where the Supplier has indicated an inability to fulfil an Order within the time constraints or other parameters stipulated by the Province;
 - iii) in an unforeseen situation of urgency; or
 - iv) where there is participation in a buying group.

ORDER MECHANISM

6. The Goods may be purchased by issuance of an Order.
7. The Supplier will treat as valid any Order from the Province that includes the following:
 - (a) a reference to this Master Standing Agreement;
 - (b) the name of the individual placing the Order on behalf of the Province;
 - (c) identification of the specific Goods that are being ordered; and
 - (d) a valid street address for delivery of the specified Goods.

8. If there is any conflict or inconsistency among any of the provisions of the following documents:
- (a) this Master Standing Agreement; and
 - (b) an Order,
- then the order of precedence will be (a) and then (b).

DELIVERY AND WARRANTIES

9. In addition to any implied warranties arising at law and any additional representations, warranties and standards set out in this Agreement, the Supplier:
- (a) represents and warrants that the Goods are made in accordance with all applicable industry standards and are free from substantive defects in workmanship and materials;
 - (b) will provide the warranties set out in Schedule "A"; and
 - (c) represents and warrants that any and all information, statements, documents, reports and representations submitted by the Supplier to the Province in connection with the MSA or submitted by the Supplier to the Province in connection with the response are in all material respects true and correct.
10. The Supplier will comply with the packaging, freight, delivery and return specifications set out in Schedule "A".
11. Further to section 4, the Supplier agrees that an Order will be processed as requested by the Province. In the event that the Supplier does not have sufficient stock to process an Order as requested but can deliver a lesser quantity of the Goods ordered ("Partial Order"), creating a situation where part of the Order cannot be delivered as agreed ("Backorder"), the Supplier will notify the Province of the Backorder within 48 hours of receiving the Order and the Province may, in its sole discretion,:
- (a) cancel the entire Order and order the Goods by any other means from any other supplier; or
 - (b) agree to accept the Partial Order on the same terms and conditions as an Order and order the Backorder by any other means from any other supplier.
12. The Province reserves the right to cancel any Order, if the Goods are not delivered in accordance with the packaging and delivery specifications set out in Schedule "A" and the Order, or if Goods fail to meet specification requirements set out in Schedule "A". Over shipments against an Order may be returned with all freight charges to the Supplier's account.
13. The Province has the right of inspection and approval of all Goods. Inspection by the Province of advance samples will not constitute final acceptance and the Supplier will remain bound by any warranties set out in this Agreement, including any warranties set out in Schedule "A". No substitution of Goods will be permitted unless previously agreed by the Province in writing.
14. The Supplier may not subcontract any of its obligations under this Agreement without the express written consent of the Province excepting where subcontractors were included in the Response submitted pursuant to the RMSA. No subcontract, whether consented

to by the Province or not, or included in the Response, will relieve the Supplier from any of its obligations under this Agreement.

15. In respect of all Goods sold under this Agreement, the Supplier will submit to the Province the reports described in Schedule "C" in accordance with the Administrative and Reporting Requirements.
16. The Supplier will comply with all additional provisions set out in Schedule "D".

PAYMENT

17. If the Supplier complies with this Agreement, the Province will pay to the Supplier, in full payment and reimbursement for providing the Goods, the Prices plus any applicable taxes payable by the Province, in the manner and at the times set out in Schedule "B", and the Supplier will accept such Prices as full payment and reimbursement for the Goods.
18. In order to obtain payment of any Prices under this Agreement, the Supplier must submit to the Province a written statement of account in a form satisfactory to the Province upon delivery of the Goods, or at such other times described in Schedule "B".
19. The Province's obligation to pay money to the Supplier is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
20. Payment terms are subject to the Province of British Columbia's interest on overdue accounts payable regulations.
21. If the Supplier is not a resident in Canada, the Supplier acknowledges that the Province may be required by law to withhold income tax from the Prices described in Schedule "B" and then to remit that tax to the Receiver General of Canada on the Supplier's behalf.

CONTRACT GOVERNANCE AND DISPUTE RESOLUTION

22. The Supplier will appoint a designated representative to act as Contract Manager during the Term, who will have authority to make decisions regarding this Agreement on behalf of the Supplier, and who will be responsible for:
 - (a) Proactively managing the provision of Goods pursuant to this Agreement to ensure the Province's needs are met;
 - (b) Ensuring customer satisfaction of the Province;
 - (c) Liaising with the Province's named designate for this Agreement;
 - (d) Serving as a liaison between the Supplier and the Province;
 - (e) Managing issues and concerns raised by the Province; and
 - (f) Negotiating resolutions for any disputes or disagreements with the Province regarding this Agreement.

23. In the event of any dispute between the parties to this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties will initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties will then attempt to resolve the dispute through mediation under the mediation rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 business days following the commencement of mediation, the dispute will be referred to and finally resolved by arbitration under the *Arbitration Act*.
24. Unless the parties otherwise agree in writing, the place of an arbitration or mediation is Vancouver, British Columbia. Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties will share equally the costs of a mediation or arbitration other than those costs relating to the production of expert evidence or representation by counsel.

REPRESENTATIONS

25. The Supplier represents and warrants to the Province that:
- (a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to provide the Goods;
 - (b) it has the power and capacity to enter into the Agreement and to comply with each and every term and condition in the Agreement;
 - (c) all necessary proceedings have been taken to authorize the execution and delivery of the Agreement by the Supplier;
 - (d) all statements, representations or information, whether oral or written, made, furnished or given by the Supplier, its directors, officers or anyone acting on behalf of the Supplier, to the Province in connection with this Agreement and the Request for Master Standing Agreement are materially correct and accurate;
 - (e) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfill its obligations under this Agreement;
 - (f) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;
 - (g) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and
 - (h) it has, and will provide and maintain throughout the Term of this Agreement, sufficient staff, employees, pre-approved subcontractors, materials and appropriate resources in place and available to it to fully perform and provide its obligations under this Agreement in a proper and timely manner.
26. All representations, warranties, covenants and agreements made in this Agreement, including the Schedules hereto, are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

COVENANTS

27. The Supplier will:

- (a) make application for, obtain and remit to the Province any applicable refund or remission of federal and provincial taxes, duties or impost available with respect to any articles, materials or equipment used in connection with this Agreement;
- (b) supply all labour, materials and approvals necessary to provide the Goods at its own expense; and
- (c) comply with all applicable municipal, provincial and federal laws.

PRIVACY, SECURITY AND CONFIDENTIALITY

28. The Supplier will treat as confidential all information accessed or obtained by the Supplier or subcontractor as a result of this Agreement, and will not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Supplier's obligations under this Agreement;
- (b) as required to comply with applicable laws; or
- (c) if it is information that is generally known to the public other than as a result of a breach of this Agreement.

INDEMNITY AND INSURANCE

29. The Supplier must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends (each a "Loss"), to the extent the Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Supplier or by any of the Supplier's agents, employees, officers, directors or subcontractors in connection with this Agreement; or
- (b) any representation or warranty of the Supplier being or becoming untrue or incorrect.

AMENDMENTS AND NON-WAIVER

- 30. No change to this Agreement will be valid unless made by way of an amendment signed by both the Supplier and the Province.
- 31. No provision of this Agreement and no breach by the Supplier of any such provision will be deemed to have been waived unless such waiver is in writing and signed by the Province.
- 32. The written waiver by the Province of any breach of any provision of this Agreement by the Supplier will not be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

DEFAULT AND TERMINATION

33. Each of the following occurrences will be deemed to be an Event of Default for the purposes of this Agreement:
 - (a) the breach or failure of the Supplier in the due observance or performance of any of its obligations, warranties or covenants contained in this Agreement;
 - (b) the failure of the Supplier to supply the Goods in a manner satisfactory to the Province; or
 - (c) the Supplier becomes insolvent or commits an act of bankruptcy or makes a general assignment for the benefit of its creditors or a proposal under the *Bankruptcy Act* (Canada) or otherwise acknowledges its insolvency.
34. Upon the occurrence of an Event of Default, then, and in addition to any other remedy or remedies available to the Province, the Province may, at its sole option, terminate this Agreement by the Province giving written notice of termination to the Supplier and when such option is exercised, the Province will be under no further obligation to the Supplier except to pay to the Supplier such fees and expenses as the Supplier may be entitled to receive pursuant to Schedule "B" for the Goods delivered prior to the date of termination.
35. Notwithstanding any other provision of the Agreement, the Province may terminate the Agreement at any time and for any reason by providing not less than two (2) months written notice to the other party.
36. The Supplier agrees to fulfill any Orders made in accordance with the terms and conditions of this Agreement and made before the expiry of such notice period specified in paragraph 34 or 35 of this Agreement.
37. If the Province terminates this Agreement pursuant to paragraph 34, then the Province will be under no further obligation except to pay to the Supplier such Prices as the Supplier may be entitled to receive, pursuant to Schedule "B" for the Goods delivered prior to the date of termination.

FORCE MAJEURE

38. Notwithstanding any other provision to the contrary, neither party will be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement, if the same will be due to any strike, lockout, civil commotion, war (declared and undeclared), insurrection or act of terrorism or piracy, government regulations or controls, or natural disaster, fire, flood, storm, epidemic or power failure.

NOTICES

39. Any notice, other document or payment that either party may be required or may desire to give to the other will be conclusively deemed validly given to and received by the addressee, if delivered personally on the date of delivery or if mailed, on the third business day after the mailing of the same in British Columbia by prepaid post addressed

if to the Province:

Product Distribution Centre
 2370 United Boulevard
 Coquitlam, BC
 V3K 6A3
 Attention: Eric Mak, Procurement and Contract Officer
eric.mak@gov.bc.ca
 (778) 572 2640

and, if to the Supplier:

Marantz & Son Ltd
 14 Plymouth Street
 Winnipeg, MB
 R2X 2V7
 Attention: Murray Bellan
mbellan@marantzandson.ca
 (204) 943 2419

40. Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of paragraph 39, be conclusively deemed to be the address of the party giving such notice.
41. In addition to the provision of paragraph 39, any notice, report, direction or document may be delivered by email and will be conclusively deemed validly given to and received by the intended recipient at the date and time determined in accordance with the provisions of the *Electronic Transactions Act*. The following email addresses should be used:

if to the Province: (778) 572 2640
 email: PDC.Procurement@gov.bc.ca

and if to the Supplier: (204) 943 2419
 email: mbellan@marantzandson.ca

MISCELLANEOUS

42. The Supplier must not assign any of the Supplier's rights or obligations under this Agreement without the Province's prior written consent. The Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement upon providing written notice to the Supplier.
43. This Agreement will be governed by and is to be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable herein.
44. In the provision of the Goods and the performance of the Supplier's obligations under this Agreement, the Supplier must comply with all applicable laws.
45. The headings appearing in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope of any provision of this Agreement.
46. In this Agreement, unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.
47. The Schedules are an integral part of this Agreement as if set out at length in the body of this Agreement.
48. This Agreement and its Schedules constitute the entire Agreement between the Province and the Supplier in relation to the Goods and may be amended only by written agreement between the parties.
49. If there is a conflict between a provision in a Schedule and any other provision of this Agreement, the provision in the Schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
50. Time is of the essence of this Agreement.
51. Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Supplier. The Supplier must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Supplier or the Province having entered into this Agreement.
52. In relation to the performance of the Supplier's obligations under this Agreement, the Supplier is an independent Supplier and not:
 - (a) an employee or partner of the Province; or
 - (b) an agent of the Province, except as may be expressly provided for in this Agreement.

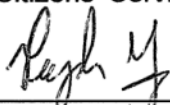
The Supplier must not act or purport to act contrary to this paragraph.

53. All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
54. This Agreement will be binding upon the Province and its assigns and the Supplier, its successors and permitted assigns.
55. If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
56. In this Agreement,
 - (a) the words "includes" and "including" are not intended to be limiting, and
 - (b) unless the context otherwise requires, references to paragraphs by number are to paragraphs of this Agreement.

57. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or scanned copy) and delivering it to the other party by mail or email.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative of the Minister of Citizens' Services in the presence of:



Signature of authorized representative

Ralph Fitzpatrick

Print Name

Assistant Director

Print Title

SIGNED by Marantz & Son Ltd



Signature of authorized representative

MURRAY Bellan

Print Name

SEC. TREASURER

Print Title

SCHEDULE "A"**GOODS****GOODS:**

1. The Goods will include the following:

Gym shoes Velcro inmate unisex

- Style 2024
- Upper made with 11 – 13 ounce white cotton duck material fused with white canvas
- Foam padded collar and topline is single stitched
- 6.5 – 8.5 ounce cotton duck insole material, sewn all around to the upper construction
- Tongue constructed with 11 – 13 ounce cotton duck material and is fully padded
- Three heavy duty canvas straps backed with sewn hook and loop
- Loopholes are enforced without plastic or metal eyes
- Soles are twice vulcanized rubber soles, composing of 30% - 45% natural rubber and 55% - 70% polyvinyl chloride
- No embroidering or labelling of any sort
- No metal parts

Gym shoes Velcro pretrial unisex

- Style 1024
- Upper made with 8 – 10 ounce white cotton duck material fused with white canvas
- Collar and topline has full binding and is single stitched
- 6.5 – 8.5 ounce cotton duck insole material, sewn all around to the upper construction
- Tongue constructed with 8 – 10 ounce cotton duck material edged with full binding
- Three heavy duty canvas straps backed with sewn hook and loop
- Loopholes are enforced without plastic or metal eyes
- Soles are twice vulcanized rubber soles, composing of 30% - 45% natural rubber and 55% - 70% polyvinyl chloride
- Soles are non-marking and slip resistant
- No embroidering or labelling of any sort
- No metal parts

Socks athletic tube unisex

- Style 100
- Navy colour
- At least 70% cotton content
- At least 10% polyester content
- One size fits all

Briefs men's

- Style 140
- Blue colour
- Jockey style
- 50% cotton content
- 50% polyester content

Boxer shorts men's

- Style 200
- Navy colour
- 65% cotton content
- 35% polyester content

Briefs women's

- Style 300
- White colour
- 100% cotton content

2. When an Order includes a brand-name reference for a particular Good, the Supplier will provide the brand-specific Good, and the Province will not accept any alternative product.
3. At the option and sole discretion of the Province, the Province may also Order from the Supplier the following potential in-scope additional Goods ("Additional Goods"):
 - Goods of the same or substantially similar type, nature or category and associated or related products.
4. The Supplier must provide the Goods in accordance with the obligations set out in this Schedule "A" including any engagement letter, solicitation document excerpt, proposal excerpt or other documentation attached as an appendix to, or specified as being incorporated by reference in, this schedule.
5. The following are appendices to this Schedule "A":
 - Appendix 1 – proposal excerpt
 - Appendix 2 – manufacturer warranty

WARRANTIES:

6. The Supplier will provide the following warranties with respect to the Goods:
 - the Goods do not infringe any third party intellectual property or proprietary rights.
7. Any warranties provided with respect to the Goods will survive the expiry or sooner termination of this Agreement.

8. The Supplier to this MSA will be responsible for all subcontractor/manufacture performance and warranties and as the Supplier will ensure all requirements for any Goods ordered under the Master Standing Agreement meet the requirements and specifications of the Goods described in the Master Standing Agreement.

PACKAGING, FREIGHT, DELIVERY and RETURNS:

Packaging

9. The Supplier will ensure:
 - (a) that all boxes are labelled in a visible location on the outside of the packaging with the Supplier's name and the Order number provided by the Province;
 - (b) that a packing slip is present and easily accessible;
 - (c) that the packing slip identifies the Order number provided by the Province, the lot number of the Goods, the Supplier's product code, quantity shipped, any relevant expiry date of the Goods, and the PDC product code, as determined in accordance with Schedule "B".

Freight

10. The Supplier will ensure:
 - (a) that deliveries are made by trucks that are dock level; PDC dock heights are 3 ft. 6 inches and 4ft. 2 inches;
 - (b) that individual cartons weigh no more than 50lbs each and are constructed and packed so they will not collapse when they are stacked;
 - (c) that the maximum skid height is less than 80 inches;
 - (d) skid weight not to exceed 1,874 lbs; and
 - (e) that stretch wrap tension is adequately adjusted to stabilize load but not damage product. PDC recommends using 3 wraps on the bottom of the skid and 4 wraps on the top of the skid.

Deliveries

11. The Supplier will ensure:
 - (a) all deliveries are made in accordance with the delivery Lead Times as set out in Appendix 1 to this Schedule "A";
 - (b) that Orders are confirmed within 48 hours of being placed by PDC;
 - (c) accurate pricing, quantities and Delivery Date;
 - (d) deliveries be made to PDC located at 2370 United Boulevard, Coquitlam, BC, V3K 6A3, unless requested otherwise by PDC;

- (e) on rare occasions (once or twice a year), client requirements may necessitate a drop shipment to a client location in BC; and
- (f) when shipping to locations other than set out in subsection (d) above, that no pricing information is to be provided to PDC's customer on invoices, packing slips or via telephone or electronic transmission.

Supplier Error Returns

12. All returns deemed Supplier error will be the responsibility of the Supplier.

The Supplier will ensure:

- (a) all returns have a return authorization number;
- (b) all documentation, i.e. waybills are to be filled out before pick up at the PDC;
- (c) all courier pickups will be arranged by the Supplier; and
- (d) all expenses are the Supplier's responsibility.

COMPLAINT RESOLUTION PROCESS:

13. Supplier will have complaint resolution process in place.

The Supplier will ensure:

- (a) all complaints are logged;
- (b) PDC is given monthly updates until final resolution; and
- (c) all complaints will be resolved to the satisfaction of the PDC.

SCHEDULE "A" - Appendix 1

Marantz & Son Ltd Response RMSA# 6000072396

TERM OF AGREEMENT: September 1, 2020 – August 31, 2022

RENEWAL TERM: Three (3) additional one (1) year periods

QUALITY ASSURANCE:

All goods are doubled checked against the manifest and packing slips before being stored on Supplier's shelves according to size. All goods are checked for quality and defects. Goods not meeting PDC standards will be picked up within 2 business days by Supplier's courier with replacements delivered to PDC within 5 business days.

SUBCONTRACTOR INFORMATION:

s.21

WARRANTY:

Marantz & Son Ltd offers 100% warranty on all defective products. Defective products will be replaced immediately for the period of the contract. Please see Schedule "A" – Appendix 2 for more information.

Warranty Claim Process

Who to contact: Murray Bellan

Who confirms warranty coverage: Marantz & Son Ltd

What details need to be provided by whom: PDC to provide full description of the defect or complaint

Who arranges for shipping: Marantz & Son Ltd arranges shipping with courier

How is shipping reimbursed/paid/prepaid: Marantz & Son Ltd covers the cost of shipping

COMPLAINT RESOLUTION:

Complaints are recorded on Supplier's copy of invoice with date of complaint and how it has been resolved. All documentation from both Marantz & Son Ltd and PDC are stapled to that invoice. All issues raised by PDC will be addressed within 48 hours. Manufacturing process is adjusted to comply with PDC requirements.

INITIAL RUN DELIVERY: 30 Business Days

LEAD TIME: 20 Business Days

MINIMUM ORDER QUANTITY: There are no minimum size or value obligations with respect to an Order, and an Order may be issued for a single Good.

ON TIME DELIVERY:

Supplier strives to have sufficient inventory to fill orders. In case of backorders, Supplier will notify PDC of the shortage and provide ETA for the backorders. If ETA is not available due to shipment difficulties beyond the normal scope of control, Supplier will notify PDC of the shipment disruption and offer to air ship product or offer alternative product of the same style with a sample shipped at no cost to PDC.

RETURNS:

Supplier offers 100% warranty on defective manufactured goods. PDC will email Murray Bellan with the complaint. Supplier will respond to complaint within 48 hours. Defective goods will be picked up within 2 business days and sent back to the manufacturer for evaluation. Replacement goods will be delivered to PDC within 5 business days at no cost.

Shipping error is brought to Murray Bellan's attention. If products have to be returned for any reason all costs are covered by Marantz & Son Ltd, who arranges courier to pick up goods to be returned.

SALES REPRESENTATIVES:

Murray Bellan, Owner
Telephone: (204) 943 2419 or 1 800 562 0275
Email: mbellan@marantzandson.ca

Louise Malcolm
Telephone: (204) 943 2419 or 1 800 562 0275
Email: info@marantzandson.ca

CUSTOMER SERVICE:

Murray Bellan is the emergency contact both during the day and after hours. He can be contacted during business hours using toll free 1 800 561 0275 and after hours using^{s.22}
s.22

With open communication, Marantz & Son Ltd can accommodate any changes PDC requires to make shipment easier and on time without impacting PDC.

SCHEDULE "A" - Appendix 2
SUPPLIER RETURN/EXCHANGE POLICY

Marantz & Son Ltd.

Return/Exchange Policy

All items damaged, defective, or unacceptable product, shall be replaced at no costs to the ministry or a full credit issued

Credits will be processed in the manner in which they were made within 5 business days of notification.

Marantz & Son Ltd will bare all costs of any item that does not meet the specifications or standards or not as ordered by the ministry.

SCHEDULE "B"

PRICES

MAXIMUM AMOUNT PAYABLE

1. Despite sections 2 and 3 of this Schedule, \$1,175,000.00 is the maximum amount which the Province is obliged to pay to the Supplier for Goods ordered under this Agreement.

PRICES

2. The prices payable for the Goods will be as proposed in excerpt from Supplier response as attached as Appendix 1 to Schedule "B".
3. The Prices set out in this Schedule "B" will remain firm for the duration of the Initial Term.
4. Upon request by the Province, the Supplier will provide pricing for each Renewal Term. If pricing provided for each Renewal Term is an increase to the pricing provided for the Initial Term, then the Supplier will provide together with the pricing, a written report, with supporting documentation, justifying the increased pricing.
5. Upon receipt of the pricing and report, the Province, in its sole discretion, may take any of the following actions:
 - (a) accept the revised pricing and renew the term of the Agreement,
 - (b) enter into negotiations with the Supplier with respect to the proposed pricing, or
 - (c) terminate the Agreement effective as of the end of the Initial Term.

If the Province opts to enter negotiations pursuant to subsection (b) above and the parties are unable to reach an agreement on price, the Province may in its sole discretion opt not to enter into a Renewal Term and will be under no further obligation to the Supplier. The Supplier acknowledges and agrees that it is bound to respect the terms of the Agreement and to provide all reasonable transition services to the Province under the Agreement in the event that the Province does not enter into a Renewal Term.

STATEMENTS OF ACCOUNT

6. In order to obtain payment for an Order made under this Agreement, the Supplier must deliver to the Province on a date after the receipt by the Province of the Goods described in the Order, a written statement of account in a form satisfactory to the Province containing:
 - (a) the Supplier's legal name and address;
 - (b) the date and specifics of the Order;
 - (c) the Supplier's calculation of the prices for the Goods provided in accordance with the Order;
 - (d) a description of this Agreement;
 - (e) statement number for identification; and
 - (f) any other billing information reasonably requested by the Province.

PAYMENTS DUE

7. Within 30 days of the Province's receipt of the Supplier's written statement of account delivered in accordance with this Schedule, the Province will pay the Supplier the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule and the Goods have been provided in accordance with terms of the Agreement.

SCHEDULE "B" - Appendix 1**Marantz & Son Ltd Response Price RMSA# 6000072396**

PDC Code	Product Description	Supplier Code	Purchase Unit of Measure	Price
8440600061	SOCKS ATHL TUBE NVY G	100	PR	\$1.20
8440600050	SOCKS ANKLE W BLK 9-11 G	GE 200	PR	\$1.25
8440600062	SOCKS ATHLETIC TUBE WHT G 12PR/PAK	700	PAK	\$15.00
8440600084	SOCKS ATH BLK COT/POLY 8-10 G 12PR/PAK@	MIR 103	PAK	\$14.00
8440600082	SOCKS ATH BLK COT/POLY 10-13 G 12PR/PAK@	MIR 103	PAK	\$15.00
8405600021	BRIEFS JOCKEY M P/C BLU SM G 12/PAK@	140	PAK	\$28.80
8405600022	BRIEFS JOCKEY M P/C BLU MD G 12/PAK	140	PAK	\$28.80
8405600023	BRIEFS JOCKEY M P/C BLU LG G 12/PAK	140	PAK	\$28.80
8405600024	BRIEFS JOCKEY M P/C BLU XL G 12/PAK	140	PAK	\$28.80
8405600025	BRIEFS JOCKEY M P/C BLU 2XL G 12/PAK	140	PAK	\$28.80
8405600050	BRIEFS JOCKEY M P/C BLU 3XL G 12/PAK@	140	PAK	\$28.80
8405600051	BRIEFS JOCKEY M P/C BLU 4XL G 12/PAK@	140	PAK	\$28.80
8405600242	SHORTS BOXER M NVY COT/POLY SM G 12/PAK@	200	PAK	\$33.00
8405600243	SHORTS BOXER M NVY COT/POLY MD G 12/PAK	200	PAK	\$33.00
8405600244	SHORTS BOXER M NVY COT/POLY LG G 12/PAK	200	PAK	\$33.00
8405600245	SHORTS BOXER M NVY COT/POLY XL G 12/PAK	200	PAK	\$33.00
8405600246	SHORTS BOXER M NVY COT/POLY 2XL G 12/PAK	200	PAK	\$33.00
8405600247	SHORTS BOXER M NVY COT/POLY 3XL G 12/PAK	200	PAK	\$33.00
8405600263	SHORTS BOXER M NVY COT/POLY 4XL 12/PAK@	200	PAK	\$33.00
8405600256	BRIEFS/PANTY W WHT COTTON SM G 12/PAK	300	PAK	\$18.00
8405600257	BRIEFS/PANTY W WHT COTTON MD G 12/PAK	300	PAK	\$18.00
8405600258	BRIEFS/PANTY W WHT COTTON LG G 12/PAK	300	PAK	\$18.00
8405600259	BRIEFS/PANTY W WHT COTTON XL G 12/PAK	300	PAK	\$18.00
8405600261	BRIEFS/PANTY W WHT COTTON 2XL G 12/PAK	300	PAK	\$18.00
8405600262	BRIEFS/PANTY W WHT COTTON 3XL G 12/PAK@	300	PAK	\$18.00
8430600145	SHOES GYM VELCRO WHT 4 G@	2024	PR	\$9.58
8430600133	SHOES GYM VELCRO WHT 5 G	2024	PR	\$9.58
8430600134	SHOES GYM VELCRO WHT 6 G	2024	PR	\$9.58
8430600135	SHOES GYM VELCRO WHT 7 G	2024	PR	\$9.58
8430600136	SHOES GYM VELCRO WHT 8 G	2024	PR	\$9.58
8430600137	SHOES GYM VELCRO WHT 9 G	2024	PR	\$9.58
8430600138	SHOES GYM VELCRO WHT 10 G	2024	PR	\$9.58
8430600139	SHOES GYM VELCRO WHT 11 G	2024	PR	\$9.58
8430600140	SHOES GYM VELCRO WHT 12 G	2024	PR	\$9.58
8430600141	SHOES GYM VELCRO WHT 13 G	2024	PR	\$9.58
8430600142	SHOES GYM VELCRO WHT 14 G	2024	PR	\$9.58

8430600143	SHOES GYM VELCRO WHT 15 G	2024	PR	\$9.58
8430600150	SHOES GYM VELCRO WHT PRETRIAL 7 G	1024	CS	\$90.00
8430600151	SHOES GYM VELCRO WHT PRETRIAL 8 G	1024	CS	\$90.00
8430600152	SHOES GYM VELCRO WHT PRETRIAL 9 G	1024	CS	\$90.00
8430600153	SHOES GYM VELCRO WHT PRETRIAL 10 G	1024	CS	\$90.00
8430600154	SHOES GYM VELCRO WHT PRETRIAL 11 G	1024	CS	\$90.00
8430600155	SHOES GYM VELCRO WHT PRETRIAL 12 G	1024	CS	\$90.00
8430600156	SHOES GYM VELCRO WHT PRETRIAL 13 G	1024	CS	\$90.00
8430600157	SHOES GYM VELCRO WHT PRETRIAL 14 G	1024	CS	\$90.00
8430600158	SHOES GYM VELCRO WHT PRETRIAL 15 G	1024	CS	\$90.00
8430600159	SHOES GYM VELCRO WHT PRETRIAL 16 G	1024	CS	\$90.00

SCHEDULE "C"

ADMINISTRATIVE AND REPORTING REQUIREMENTS

REPORTING PROCEDURES

The following criteria will be used to measure performance on a semi-annual basis throughout the term of the MSA. The Supplier will be required to submit reports on a semi-annual basis, due every 180 days from the date of executing the MSA.

It is anticipated that if issues arise, there will be discussions between the Supplier and PDC with the intent of resolving the issues.

Reporting Period: _____ to _____

Description	Supplier Comments	PDC Comments
Packaging 1. Goods and quantities stated on packing slip match physical Goods and quantities shipped. 2. An easily accessible packing slip which clearly identifies; <ul style="list-style-type: none"> • Supplier's product code, • PDC's product code, • quantity shipped , • Order number is included with each shipment, • all boxes are labelled in a visible location on the outside of the packaging with the Supplier's name and the Order number provided by the Province. 		
Freight 3. Made by trucks that are dock level; our dock heights are 3 ft. 6 inches and 4ft. 2 inches. 4. Individual cartons weigh no more than 50lbs each and are constructed and packed so they will not collapse when they are stacked. 5. Maximum skid height is less		

<p>than 80 inches.</p> <p>6. Skid weight not to exceed 1,874 lbs.</p> <p>7. Ensure stretch wrap tension is adequately adjusted to stabilize load but not damage product. PDC recommends using 3 wraps on the bottom of the skid and 4 wraps on the top of the skid.</p>		
<p>Deliveries</p> <p>8. All Delivery Dates are met.</p> <p>9. Lead Time is met.</p> <p>10. Supplier confirms Order within 48 hours of an Order being placed by PDC.</p>		
<p>Returns and Complaint Process</p> <p>11. Returns are handled quickly and efficiently to the satisfaction of the PDC and in accordance with Schedule "A".</p> <p>12. Supplier error returns are handled in accordance with Schedule "A".</p> <p>13. Complaints are handled quickly and efficiently to the satisfaction of the PDC and in accordance with Schedule "A".</p> <p>14. Monthly updates are given to PDC complaints until a resolution is reached in accordance with Schedule "A".</p>		
<p>Customer Service</p> <p>15. Timely communication of issues.</p> <p>16. Solutions presented.</p> <p>17. Proactively provides updates on Delivery Dates.</p> <p>18. Supplier is responsive to changes to PDC Order volumes.</p>		

Invoicing 19. Clearly states Order number, product codes and pricing.		
Sizing 20. Supplier Goods match control sample and sizing chart submitted with response to the RMSA.		

SCHEDULE "D"

TAX VERIFICATION SCHEDULE

1. In this Schedule:
 - a) **"Tax Verification Letter"** means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **"Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.