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Revision to a Request for a Standing Offer

Révision à une demande d'offre à commandes

Regional Individual Standing Offer (RISO)

Offre à commandes individuelle régionale (OCIR)

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Offer remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'offre demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Clothing and Textiles Division / Division des
vêtements et des textiles
L'Esplanade Laurier,
East Tower 7th Floor
Tour est 7e étage
140 O'Connor, rue O'Connor,
Ottawa
Ontario
K1A 0R5

Title - Sujet Finished and Unfinished black socks	
Solicitation No. - N° de l'invitation 21C31-205954/A	Date 2021-01-15
Client Reference No. - N° de référence du client 3505954	Amendment No. - N° modif. 001
File No. - N° de dossier pr759.21C31-205954	CCC No./N° CCC - FMS No./N° VME
GETS Reference No. - N° de référence de SEAG PW-\$\$PR-759-79568	
Date of Original Request for Standing Offer Date de la demande de l'offre à commandes originale 2021-01-14	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2021-02-23	
Address Enquiries to: - Adresser toutes questions à: Lafleur, Mario	Time Zone Fuseau horaire Heure Normale du l'Est HNE
Telephone No. - N° de téléphone (873) 354-0072 ()	Buyer Id - Id de l'acheteur pr759
FAX No. - N° de FAX () -	
Delivery Required - Livraison exigée	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	
Security - Sécurité This revision does not change the security requirements of the Offer. Cette révision ne change pas les besoins en matière de sécurité de la présente offre.	

Instructions: See Herein

Instructions: Voir aux présentes

Acknowledgement copy required Accusé de réception requis	Yes - Oui <input type="checkbox"/>	No - Non <input type="checkbox"/>
The Offeror hereby acknowledges this revision to its Offer. Le proposant constate, par la présente, cette révision à son offre.		
Signature	Date	
Name and title of person authorized to sign on behalf of offeror. (type or print) Nom et titre de la personne autorisée à signer au nom du proposant. (taper ou écrire en caractères d'imprimerie)		
For the Minister - Pour le Ministre		

Solicitation No. - N° de l'invitation

21C31-205954

Client Ref. No. - N° de réf. du client

21C31-205954

Amd. No. - N° de la modif.

01

File No. - N° du dossier

pr759. 21C31-205954

Buyer ID - Id de l'acheteur

pr759

CCC No./N° CCC - FMS No./N° VME

This amendment 001 is raised to make the following changes in the request for standing offer (RFSO).

Correction on the page 1 of 1 in regards the Bid Receiving address.

Correction on the page 1 of 30 to remove a comment on the top of the page.

Delete entirely the RFSO except the Annex B and the Annex D.

Insert the RFSO in attachment.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Request for Standing Offers (RFSO)

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- ANNEX "1"** To PART 3 OF THE REQUEST FOR STANDING OFFERS - ELECTRONIC PAYMENT INSTRUMENTS

*****Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the epost Connect service or fax (819-997-9776).*****

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;

Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;

Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;

Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and

Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Requirement, the Basis of Payment, the technical specifications for fabric and the quarterly report template.

1.2 Summary

1.2.1 This requirement is for the establishment of a Regional Individual Standing Offer (RISO) for CORCAN-Correctional Service of Canada for the supply of men's socks listed below. The men's socks must be in accordance with the technical requirements as defined at Annexes A & B.

Item 1A and 1B – Unfinished and finished black socks, 84% cotton/ 14% nylon / 2% spandex
Estimated usage for the 3 years: 1A 40 000 pairs, 1B 260 000 pairs.

Orders will be issued on an "as & when requested" basis from the date of issuance of the Standing Offer for a period of one (1) year with the possibility to extend for two (2) additional one-year period.

Items are requested to be delivered to Laval QC.

Only one (1) RISO may be issued as a result of this RFSO.

- 1.2.2 The requirement is conditionally limited to Canadian goods.
- 1.2.3 This RFSO allows offerors to use the epost Connect service provided by Canada Post Corporation to transmit their offers electronically. Offerors must refer to Part 2 of the RFSO entitled Offeror Instructions and Part 3 of the RFSO entitled Offer Preparation Instructions, for further information on using this method.
- 1.3 Debriefings**
Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.
- 1.4 Anticipated migration to an e-Procurement Solution (EPS)**
Canada is currently developing an online EPS for faster and more convenient ordering of goods and services. In support of the anticipated transition to this system and how it may impact any resulting Standing Offer that is issued under this solicitation, refer to 7.15 Transition to an e-Procurement Solution (EPS).
The Government of Canada's [press release](#) provides additional information.

PART 2 - OFFEROR INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The [2006](#) (2020/05/28) - Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of [2006](#), Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.2 Submission of Offers

Offers must be submitted electronically only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date and time indicated in the RFSO using epost Connect Service or fax (819-997-9776).

Note: For offerors choosing to submit using epost Connect for offers closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Offers will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2006, or to send offers through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3. Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than seven (7) calendar days before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

2.4. Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

2.5 Sealed Sample (Item 1B)

In order to receive the sample against this solicitation, Offerors must send their request by email to the Contracting Authority (mario.lafleur@tpsgc-pwgsc.gc.ca) and provide the following details:

- Company Name
- Complete mailing & physical address (p.o. box numbers not acceptable)
- Area code and telephone number
- Contact name
- E-mail address
- Request for Standing Offer Number & Closing Date

It is imperative that the request be done as soon as possible to ensure timely receipt. Notwithstanding Canada must not be held responsible for untimely release of the sample.

2.6 Sealed Sample - Return to Sender

The sealed sample which may have been sent to you, is to be returned to the sender, if you are the unsuccessful Offeror. The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Offeror.

2.7 Specifications and Standards

2.7.1 Canadian General Standards Board (CGSB) - Standards

A copy of the CGSB Standards referred to in the offer solicitation is available and may be purchased from:

Sales Centre
Canadian General Standards Board
L'Esplanade Laurier Building
140 O'Connor Street
Tower East, 6th floor
Ottawa, ON
K1A 0S5

Telephone: 1-800-665-CGSB (Canada only)
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

2.8 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential offerors to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages offerors to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Offerors should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Offerors should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - OFFER PREPARATION INSTRUCTIONS

3.1. Offer Preparation Instructions

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, offerors must transmit their offer electronically using the epost Connect service or fax (819-997-9776).

- 3.1.1 Canada requests that the Offeror submits its offer in accordance with section 08 of the 2006 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The offer, submitted by epost Connect or by fax, should be gathered per section and separated as follows:

Section I: Technical Offer
Section II: Financial Offer
Section III: Certifications
Section IV: Additional Information

If the Offeror is simultaneously providing copies of its offer using multiple acceptable delivery methods, and if there is a discrepancy between the wording of the facsimile copy and the

electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the facsimile copy.

3.1.3 Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

3.1.4 Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

(a) use a numbering system that corresponds to that of the Request for Standing Offers.

3.1.5 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Offerors should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.
- 3) provide details of their policies and practices in relation to the following initiatives, for information purposes only:
 - environmentally responsible manufacturing;
 - environmentally responsible waste disposal;
 - waste reduction;
 - packaging;
 - re-use strategies;
 - recycling.

3.2 Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work (reference pre-award samples, Part 4, Evaluation Procedures, 4.1.1.1 Mandatory Technical Criteria)

3.3 Section II: Financial Offer

Offerors must submit their financial offer in accordance with the Basis of Payment (reference Part 4, Evaluation Procedures, 4.1.2 Financial Evaluation)

3.3.1 Electronic Payment of Invoices - Offer

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "1" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.2 Exchange Rate Fluctuation

C3011T 2013/11/06 Exchange Rate Fluctuation

3.4 Section III: Certifications

Offerors must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

The information required in this Section should be submitted with the offer, but may be submitted afterwards. If information is missing from the offer, the Contracting Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the information within the time frame provided will render the offer non-responsive.

3.5.1 Origin of work

Note to Bidders: *this section applies only to manufacturers and subcontractor that will be doing a portion of the work (e.g. cut & sew), not manufacturers and suppliers of fabric, trim and accessories (e.g. zippers, hook & loop, etc).*

Offerors must provide the name, address and country of manufacturers of the Item(s), including subcontractors, to be utilized in the performance of the contract.

The following manufacturer(s)/subcontractor(s) will be utilized in the performance of the contract:

- a. Name and complete address of manufacturer/subcontractor: _____
- b. Location where work will be _____ *(please indicate the complete address if different from the address provided in a.)*
- c. Nature of manufacturing/subcontracting work performed: _____

(Enter the information for each manufacturer/subcontractor)

Manufacturers/Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

The Offeror agrees that Canada may publicly disclose the information provided with respect to the countries of origin.

3.5.2 Standing Offer and Resulting Contract Information

Offeror input is required to complete several sections under Part 7, Standing Offer and Resulting Contract Clauses.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**4.1 Evaluation Procedures**

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract.

Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Pre-Award Samples and Supporting Documentation

As part of the technical evaluation, to confirm an Offeror's capability of meeting the technical requirements, one (1) pre-award sample of each item 1A & 1B, size 9-13 (for a total of 2 pairs) and test must be submitted at time of Request for Standing Offer closing at no charge to Canada. The samples submitted by the Offeror will remain the property of Canada.

The samples must be sent to the following address:

CORCAN Textiles F32
250 Montée St-François,
Laval, Québec, Canada H7C 1S5

Attn: Sarah Oliveira

You can call one of the following numbers;

Sarah Oliveira Tel. : 450-664-6640 poste : 3901

or

Paul Harvey Tel. : 450-664-6640 poste : 3945

or

Nora Martin Tel. : 450-664-6640 poste 3918

or

Jose Macedo Tel. : 450-664-6640 poste 4504

Delivery hours are Monday to Friday, 9:00 a.m. to 4:00 p.m.

The Bidder must ensure that the following information is clearly printed or typed on all pre-award samples or on its packaging:

- a. Solicitation Number;
- b. Name of Bidder; and
- c. Solicitation Closing Date and Time.

The test results must be sent electronically with the bid.

The Offeror must ensure that the required pre-award samples are manufactured in accordance with the technical requirement and are fully representative of the offer submitted. Rejection of the pre-award samples will result in the offer being declared non-responsive.

If any supporting documentation (test results) is missing, the Contracting Authority will inform the Offeror in writing and provide the Offeror with two (2) working days from the request to submit the missing documentation.

Failure to submit the pre-award samples or the supporting documentation within the specified timeframe will result in the offer being declared non-responsive.

A laboratory analysis of the product offered showing complete test results of physical properties (except for the color) detailed in the technical requirement of the Annex B must be provided with the pre-award sample. Testing must be performed by an independent accredited laboratory establishment and must be in accordance with the test methods detailed in the Annex B. The laboratory report and test results must be dated within 12 months of the Request for Standing Offer posting date.

The pre-award samples will be evaluated for quality of workmanship and conformance to specified materials and measurements. (Except for substitutions as indicated below)

In the event that a sample in the desired color is not available to the Offeror in a time frame to manufacture the pre-award sample, the Offeror may use a similar color, on the condition that a letter addressing the substitution is submitted with the pre-award sample, together with a statement that, should the Offeror be awarded the contract, all materials will be strictly in accordance with the technical requirements.

The requirement for a pre-award samples will not relieve the successful Offeror from submitting samples as required by the contract terms or from strictly adhering to the technical requirement of this Request for Standing Offer and any resultant contract.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a. The Offeror must submit firm unit prices in Canadian dollars, applicable taxes excluded, DDP (Laval, Quebec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b. The Offeror must submit firm unit pricing for all items and for all years.

4.2 Basis of Selection

An offer must comply with all requirements of the RFSO and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive offer with the lowest responsive aggregate price will be recommended for the issuance of a standing offer (1 standing offer only). The aggregate price will be determined by calculating the average of the unit prices submitted for each year multiplied by the total estimated quantity.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Ethical Procurement Certification

The ethical considerations for procurement of apparel certification document attached to this RFSO at Annex "E" is incorporated by reference into, and forms a binding part of the RFSO. The Offeror must comply with the certification.

By submitting an offer in response to this RFSO, the Offeror certifies that:

- a. it has read and understands the certification attached to this RFSO;
- b. it understands that the eight fundamental human and labour rights laid out in the certification document must be complied with or the offer may be declared non-responsive, or Canada may terminate any resulting standing offer for default.

5.1.3 Additional Certifications Required with the Offer**5.1.3.1 Canadian Content Certification****Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the request for standing offer, offerors acknowledge that only offers with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the good(s) offered being treated as non-Canadian goods.

The Offeror certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

Plant Location

Item(s) will be manufactured at:

5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy

(<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list) available at the bottom of the page of the Employment and Social Development Canada-Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

5.2.3.2 Samples and Production Certification

The Offeror certifies that:

() the manufacturer that produced the pre-award sample will remain unchanged for the pre-production samples and full production of the contract quantity.

PART 6 – FINANCIAL

6.1 Financial Capability

SACC Manual clause [M9033T](#) (2011/05/16) Financial Capability

PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

7.1.1 The Offeror offers to fulfill the requirement in accordance with the Requirement at Annex "A".

7.2 Security Requirements

7.2.1 There is no security requirement applicable to the Standing Offer.

7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

7.3.1 General Conditions

2005 (2017/06/21) General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods, services or both to the federal government under contracts resulting from the Standing Offer. This data must include all purchases ordered, including purchases paid for by a Government of Canada Acquisition Card.

The Offeror must provide an electronic version of this data in accordance with the reporting requirements detailed in Annex "C". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Offeror must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

1st quarter: April 1, to June 30;

2nd quarter: July 1 to September 30;

3rd quarter: October 1 to December 31;

4th quarter: January 1 to March 31.

The data must be submitted to the Standing Offer Authority no later than 15 calendar days after the end of the reporting period.

7.4 Term of Standing Offer

7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is twelve (12) months from the date of issuance of the Standing Offer.

7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for two (2) additional one-year period, under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority thirty (30) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

7.5 Authorities

7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Mario Lafleur
Public Works and Government Services Canada
Acquisitions Branch
Commercial and Consumer Products Directorate (CCPD)
Clothing & Textiles Division
Telephone: 873-354-0072
E-mail address: mario.lafleur@tpsgc-pwgsc.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Standing offer

authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

7.5.2 Technical Authority

The Technical Authority for the Standing Offer is:

Attn.: _____ (will be included at issuance of the SO)

CORCAN Textiles

250 Montée St-François

Laval, Quebec H7C 1S5

Tel: _____

Email: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer and is responsible for all matters concerning the technical content of the Work under the Standing Offer. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

7.5.3 Procurement Authority

The Procurement Authority for the Standing Offer is:

_____ (Name of Procurement Authority)

_____ (Title)

_____ (Organization)

_____ (Address)

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____. (will be included at issuance of the SO)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Standing Offer. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Standing Offer. The Contractor may discuss administrative matters identified in the Standing Offer with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a Standing Offer Revision issued by the Standing Offer Authority.

7.5.4 Offeror's Representative

The person responsible for:

General enquiries

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

7.6 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: CORCAN Textiles-Correctional Service Canada.

7.7 Call-up Instrument

The Work will be authorized or confirmed by Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
2. Any of the following forms could be used which are available through PWGSC Forms Catalogue website:
 - PWGSC-TPSGC 942 Call-up Against a Standing Offer
 - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer - Multiple Delivery
 - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
 - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

OR

3. An equivalent form or electronic call-up document which contains at a minimum the following information:
 - standing offer number;
 - statement that incorporates the terms and conditions of the Standing Offer;
 - description and unit price for each line item;
 - total value of the call-up;
 - point of delivery;
 - confirmation that funds are available under section 32 of the Financial Administration Act;
 - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

7.8 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

7.9 Financial Limitation

The total cost to Canada resulting from call-ups against the Standing Offer must not exceed the sum of \$_____ (Applicable Taxes excluded) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call-ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or one (1) month before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

7.10 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017/06/21), General Conditions - Standing Offers - Goods or Services;
- d) the general conditions 2030 (2020/05/28), General Conditions – Higher Complexity – Goods
- e) Annex “A” - Requirement;
- f) Annex “B” – Technical specifications
- g) Sealed Sample
- h) the Offeror's offer dated _____

7.11 Certifications and Additional Information**7.11.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

7.11.2 SACC Manual Clauses

[M3060C](#) 2008/05/12 Canadian Content Certification

7.12 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

7.13 Transition to an e-Procurement Solution (EPS)

During the period of the Standing Offer, Canada may transition to an EPS for more efficient processing and management of individual call-ups for any or all of the SO's applicable goods and services. Canada reserves the right, at its sole discretion, to make the use of the new e-procurement solution mandatory.

Canada agrees to provide the Offeror with at least a three-month notice to allow for any measures necessary for the integration of the Offer into the EPS. The notice will include a detailed information package indicating the requirements, as well as any applicable guidance and support.

If the Offeror chooses not to offer their goods or services through the e-procurement solution, the Standing Offer may be set aside by Canada.

7.14 Plant Closing

The Offeror's plant closing for Christmas and summer holidays are as follows. During this time there will be no shipments.

Year 1

Summer Holiday
Christmas Holiday

FROM _____
FROM _____

TO _____
TO _____

Year 2 - Extension

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

Year 3 - Extension

Summer Holiday	FROM _____	TO _____
Christmas Holiday	FROM _____	TO _____

7.15 Plant Location

Items will be manufactured at: _____

7.16 Ethical Apparel

The ethical procurement certification incorporated into the RFSO on its closing date is incorporated into, and forms a binding part of any Standing Offer. The Offeror must ensure continuous compliance with the provisions of the ethical procurement certification that was signed during the offer process throughout the duration of the Standing Offer.

The origin of work clause incorporated into the RFSO on its closing date is incorporated into, and forms a binding part of the Standing Offer. It is the Offeror's responsibility to ensure continuous accuracy with the origin of work information provided with their offer and must immediately inform Canada in writing of any and all changes affecting the information provided under the origin of work clause during the entire Standing Offer period. The certification is subject to verification by Canada at any given time during the period of the Standing Offer. If the certification is found to be untrue Canada may declare an offer non-responsive or may declare an Offeror in default, whether made knowingly or unknowingly during the offer evaluation period or during the Standing Offer period. The continuing obligation to maintaining this certification is a material obligation of the Standing Offer.

7.17 Specifications and Standards**7.17.1 Canadian General Standards Board (CGSB) - Standards**

A copy of the CGSB Standards referred to in the Standing Offer is available and may be purchased from:

Sales Centre
Canadian General Standards Board
L'Esplanade Laurier Building
140 O'Connor Street
Tower East, 6th floor
Ottawa, ON
K1A 0S5

Telephone: 1-800-665-CGSB (Canada only)
E-mail: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <https://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

7.1 Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

7.2 Standard Clauses and Conditions

7.2.1 General Conditions

[2030](#) (2020/05/28), General Conditions – Higher Complexity – Goods, apply to and form part of the Contract.

Section 19 Interest on Overdue Accounts, of General Conditions 2030 (2020/05/28) will not apply to payments made by credit cards.

7.3 Term of Contract

7.3.1 Delivery Date (Desirable)

For the first order of each item:

Delivery of the first order of each item is requested to be complete within 50 calendar days from the notice of approval of the pre-production samples.

For subsequent orders of each item:

Delivery is requested to be complete within 50 calendar days from receipt of the call-up document.

Delivery Offered

Bidder must provide best possible delivery:

For the first order of each item:

Delivery of the first order of each item must be completed within ____ calendar days from the notice of approval of the pre-production samples.

For subsequent orders of each item:

Delivery must be completed within ____ calendar days from receipt of the call-up document.

7.4 Payment

7.4.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified at Annex "A". Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Standing Offer Authority before their incorporation into the Work.

7.4.2 SACC Manual Clauses

[H1001C](#) 2008/05/12 Multiple Payments

7.4.3 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

(To be advised at contract award)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;

- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.5 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) Please forward an electronic copy to the following email address for certification and payment: 345-CorcanFinances@CSC-SCC.GC.CA. Please stamp ORIGINAL COPY on the invoice.
 - (a) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract, the copy can be send by e-mail.
 - (c) One (1) copy must be forwarded to the consignee.

7.6 Insurance - No Specific Requirement

SACC Manual clause [G1005C](#) (2016/01/28) Insurance - No Specific Requirement

7.7 Subcontractor(s)

The following subcontractor(s) will be utilized in the performance of the contract.

Name of Company: _____

Location: _____

Value of subcontract: \$ _____

Nature of subcontracting work performed: _____

Subcontractors, other than those listed above, may not be utilized without the written permission of Canada.

7.8 Overshipment

Overshipment will not be accepted unless prior approval is obtained from the Contracting Authority.

7.9 Materials: Contractor Total Supply

The Contractor will be responsible for obtaining all materials required in the manufacture of the items specified. The delivery stated for the items allows the necessary time to obtain such materials.

7.10 Delivery

7.10.1 Delivery Appointment

The Contractor must make deliveries to the establishment in Laval by appointment only. The Contractor must complete, seven (7) days before the delivery, the access form attached in Annex D.

The Contractor or its carrier must arrange delivery appointments by contacting the person specified hereunder. Delivery has to be confirmed 48 hours in advance. The consignee may refuse shipments when prior arrangements have not been made.

Deliveries must be coordinated with:

Hassan El Mekkaoui

Tel: (450) 661-7786 ext. 4511

Or

José Macedo

Tel: (450) 661-7786 ext. 4504

Deliveries can be made Monday to Friday, 8:15 am to 10:45 am and 1:00 pm to 3:00 pm.

- The institution is equipped with an unloading dock and the unloading of the goods will be completed by CORCAN.

7.10.2 Shipping Instructions - Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

Delivered Duty Paid (DDP) (Laval, Quebec) Incoterms 2000 for shipments from commercial contractor.

7.10.3 Packaging and Marking

Packing must be in accordance with standard commercial practice to ensure safe delivery at destination.

- Socks must be poly bagged in batches of 12 pairs for option B, or 200 units for option A;
- Each batch must be identified a self-adhesive label and only one (1) size per batch;
- For socks under option B, each shipping box must only contain one (1) size and 120 units per box;
- Shipping boxes must be identified by size and placed on pallets for delivery;
- Each shipment must include a detailed packing slip indicating the content of each box or polybag.
- The weight of empty pallets must not exceed 45 kilos (The weight of the finished goods and of the pallets could go up to a maximum of 350 kg per pallet);

7.10.4 Access to CSC Institutions

All of the Contractor's employees, subcontractors or delivery personnel who will require access to Correctional Service of Canada (CSC) must complete the form "Request to Access a Federal Institution", provided at Annex D.

The completed form must be sent to the Technical Authority and must be received at least seven (7) calendar days before entering into the CSC institution. If they are received after this deadline, the verification may not be done and thus, people might not be allowed to enter the CSC institutions.

CSC reserves the right to refuse access to all persons who do not meet the minimum safety requirements of CSC. No financial compensation will be provided to the contractor for employees who are refused access.

7.11 Pre-Production Samples

1. The Contractor must provide pre-production samples of each item 1A & 1B, sizes 7-9; 9-13 and 13-14.5 (for a total of 6 pairs), accompanied by the sealed sample if applicable, to the Technical Authority for acceptance within ____ calendar days from date of contract award, transportation charges prepaid, and without charge to Canada.
2. If the pre-production samples are rejected, the Contractor must submit second pre-production samples within ____ calendar days of notification of rejection from the Technical Authority.
3. If the pre-production samples are accepted by either full acceptance or conditional acceptance, the Contractor must proceed with production as per the Contract requirements.
4. Rejection by the Technical Authority of the second pre-production samples submitted by the Contractor for failing to meet the contract requirements will be grounds for termination of the Contract for default.
5. The Contractor must carry out all required inspection and tests to verify conformance to the technical requirements of the Contract.
6. The pre-production samples submitted by the Contractor will remain the property of Canada.
7. The Technical Authority will notify the Contractor, in writing, of the full acceptance, conditional acceptance, or rejection of the pre-production samples. A copy of this notification will also be provided by the Technical Authority to the Contracting Authority. The notice of the full acceptance or conditional acceptance does not relieve the Contractor from complying with all requirements and conditions of the Contract.
8. The Contractor must not commence or continue with production of the items and must not make any deliveries until the Contractor has received a written notification from the Technical Authority that the pre-production samples are fully acceptable or conditionally acceptable. Any production of items before pre-production sample acceptance will be at the sole risk of the Contractor.
9. The pre-production samples may not be required if the Contractor is currently in production. The request for waiver of pre-production samples must be made by the Contractor in writing to the Contracting Authority. The waiving of this requirement will be at the sole discretion of the Technical Authority and will be evidenced through a contract amendment.

7.12 Sealed Sample (Item 1B)

The sealed samples may not meet the technical requirements in all respects and must be used for all factors not covered by the technical specifications. The specifications will govern.

7.12.1 Sealed Sample - Return to Sender

The sealed sample which may have been sent to the Contractor, is to be returned to the sender upon completion of Contract.

The sealed sample is not to be mutilated or cut, and must be returned in the same condition as sent to the Contractor.

ANNEX "A" REQUIREMENT

A.1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for Corcan Industries-Correctional Service Canada with socks for men, in various sizes in accordance with the technical requirements listed below and at Annex B and the sealed sample.

ITEM REQUIREMENT

Item 1A – Unfinished black socks

Item 1B – Finished black socks

A.2. ADDRESSES

Destination Address	Invoicing Address
CORCAN – Institution Laval 205 montée St-François Laval, QC, Canada H7C 2S3	See part 7.B, section 7.5 "Invoicing Instructions".

A.3. DELIVERABLES AND BASIS OF PAYMENT

- YEAR 1 – 12 months from issuance of the Standing Offer
- YEAR 2 – 13-24 months from issuance of the Standing Offer
- YEAR 3 – 25-36 months from issuance of the Standing Offer

Item	Description	Estimated Quantity for the 3 years	Unit of Issue	Firm Unit Price, DDP, Transportation costs included, Applicable Taxes extra		
				Year 1 (Initial period)	Year 2 (Extension)	Year 3 (Extension)
1A	Unfinished black socks	40 000	pair	\$ _____	\$ _____	\$ _____
1B	Finished black socks	260 000	pair	\$ _____	\$ _____	\$ _____

Solicitation No. - N° de l'invitation

21C31-205954

Client Ref. No. - N° de réf. du client

21C31-205954

Amd. No. - N° de la modif.

File No. - N° du dossier

21C31-205954

Buyer ID - Id de l'acheteur

pr759

CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

TECHNICAL SPECIFICATION (Attachment)

Solicitation No. - N° de l'invitation
21C31-205954
Client Ref. No. - N° de réf. du client
21C31-205954

Amd. No. - N° de la modif.
File No. - N° du dossier
21C31-205954

Buyer ID - Id de l'acheteur
pr759
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

QUARTERLY REPORT TEMPLATE

Standing Offer Number: _____

Reporting Period (start date to end date): _____

Date	Call-up #	Description of Item	Quantity	Total Call-Up Amount	
				w/o taxes	with taxes
TOTAL				\$	\$

NIL REPORT: We have not done any business with the federal government for this period ____.

Prepared by:

Name: _____

Date: _____

Telephone no.: _____

Solicitation No. - N° de l'invitation

21C31-205954

Client Ref. No. - N° de réf. du client

21C31-205954

Amd. No. - N° de la modif.

File No. - N° du dossier

21C31-205954

Buyer ID - Id de l'acheteur

pr759

CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

REQUEST TO ACCESS A FEDERAL INSTITUTION FORM (Attachment)

ANNEX "E" to PART 5 OF THE REQUEST FOR STANDING OFFERS

ETHICAL CONSIDERATIONS FOR PROCUREMENT OF APPAREL CERTIFICATION

The Offeror certifies the following:

1. Child labour

The Offeror and its first-tier subcontractors do not employ child labour, i.e. work done by children who are younger than the minimum age for admission to employment indicated in applicable legislation in the country, and no younger than the age at which compulsory schooling has been set in applicable legislation in the country. In any event, children are protected from economic exploitation and from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral or social development. Employees younger than 18 shall not perform hazardous work, which includes work that may jeopardize their health, safety or morals.

2. Forced labour

The Offeror and its first-tier subcontractors do not use forced labour or compulsory labour in all its forms, including trafficking in persons for the purpose of forced or compulsory labour, namely any work or service that is exacted from any person under the menace of any penalty, and for which that person has not offered himself or herself voluntarily.

3. Abuse and harassment

The Offeror and its first-tier subcontractors treat their employees with dignity and respect. No employees shall be subject to any physical, sexual or verbal harassment, abuse or violence or psychological hazards. Corporal punishment is not used or tolerated in any form.

4. Discrimination

The Offeror and its first-tier subcontractors do not discriminate against their employees in hiring practices or any other term or condition of work (other than legitimate occupational requirements allowed by law) on the basis of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction of any offence for which a pardon has been granted or in respect of which a record of suspension has been ordered.

5. Freedom of association and collective bargaining

Where provided for by law, the Offeror and its first-tier subcontractors shall recognize and respect the right of employees to freely associate, organize and bargain collectively with their employer. No employee or worker representative shall be subject to discrimination, harassment, intimidation or retaliation as a result of his or her efforts to freely associate, organize or bargain collectively. Where the right to freedom of association is restricted under law, the Offeror and its first-tier subcontractors must provide workers alternative means of association, including effective means to express and remedy workplace grievances.

6. Occupational safety and health

The Offeror and its first-tier subcontractors provide workers with a safe and healthy work environment and, at minimum, comply with local and national health and safety laws. If residential facilities are provided to workers, they are safe and healthy.

7. Fair wages

The Offeror and its first-tier subcontractors provide wages and benefits which comply with all applicable laws and regulations and which match or exceed the local prevailing wages and benefits in the relevant industry or which constitute a living wage, whichever provides greater wages and benefits. Where compensation does not provide a living wage, the Offeror and its first-tier subcontractors shall ensure that real wages are increased annually to continuously close the gap with living wage.

8. Hours of work

Except in extraordinary circumstances, the Offeror's and its first-tier subcontractors' employees are not required to work more than the lesser of (a) 48 hours per week and 12 hours overtime per week, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture.

ANNEX “1” to PART 3 OF THE REQUEST FOR STANDING OFFERS

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Offeror must complete the information requested below, to identify which electronic payment instruments are accepted for the payment of invoices.

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)