



MASTER AGREEMENT # DRPS-2025-005-04 is effective as of the 30th day of January, 2026 (the “MA Effective Date”)

**BETWEEN
Stitch It Canada’s Tailor Inc.
(the “Supplier”)
-and-
Durham Regional Police Services (DRPS)**

Commitment to Master Agreement Terms and Conditions

The Supplier, **Stitch It Canada’s Tailor Inc.**, agrees and commits to supply to The Durham Regional Police Service, the Services as stipulated in bid document RFP # DRPS-2025-005 and referenced here in the Master Agreement as Schedule 1 - The Deliverables, including any and all addenda and appendices to the bid document.

Stitch It Canada’s Tailor Inc.

DRPS

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

I have authority to bind the Supplier.

I have authority to bind DRPS.



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Stitch It Canada's Tailor Inc.

DRPS

Authorized Signature

Authorized Signature

DALE BEESTON

Name

Jason Leonard

Name

DIRECTOR Business Development

Title

Finance Manager

Title

JANUARY 21, 2026

Date

2026-01-27

Date

I have authority to bind the Supplier.

I have authority to bind DRPS.

MASTER AGREEMENT TERMS AND CONDITIONS

Article 1 - Contract Duration/Timing of Work Completion

The initial Term of this Agreement is to be for a period of up to three (3) years with an option in favour of the DRPS to extend the Agreement on the same terms and conditions for up to two (2) additional terms of two (2) years each.

Article 2 - Pricing Provisions

The Service Rates shall be firm for the initial Term of the Contract.

For each subsequent extension periods to this Contract, if a price increase is proposed by the Supplier, it shall not exceed the level of inflation using the Ontario, All-Items Consumer Price Index (CPI), Year over Year, published by Statistics Canada as available two months prior to the initial expiry date, and must be submitted to the DRPS's purchasing section, along with an assessment of current market indicators, by no later than sixty (60) days prior to the Contract extension date. The DRPS will accept or reject the proposed price increase within thirty (30) days of receipt, based on the assessment of the validity of current market indicators submitted. The proposed prices, if accepted by the DRPS, shall be held firm for that extension term. The DRPS may reject the proposed price increase for any additional extension term if the percentage increase proposed is deemed by the DRPS to be excessive in nature.

Article 3 - Insurance Requirements

Insurance coverage is required and will be a final condition for the award of this Contract (Refer to RFP Section 3.9 Final Conditions of Award).

Insurance Coverage is a Requirement for this Contract.

The Supplier shall continuously maintain throughout the term of the Contract and pay for the following insurance coverage. Failure to provide the required insurance certificates within ten (10) business days of the DRPS's written request and continuously maintain the required insurance coverage throughout the entire Term of the Contract will constitute a default by the Supplier.

- a) **Commercial general liability insurance** including personal injury, broad form contractual liability, owners and contractors protective, completed operations, and non-owned automotive liability in an amount of not less than **five million dollars (\$5,000,000.00)** applying to all contracts for claims arising out of one occurrence, and,

- b) **Automobile liability insurance** in respect to licensed vehicles owned and / or leased, with limits of not less than **two million dollars (\$2,000,000.00)** inclusive per occurrence for bodily injury, death and damage to property, and,
- c) **Professional liability (errors and omissions)** in an amount of not less than **two million dollars (\$2,000,000.00)** per claim with an aggregate limit of **four million dollars (\$4,000,000.00)**.

Where a Subcontractor is retained for work where Professional Liability coverage is a Contract requirement, the Consultant/Company must ensure the necessary insurance at the limits above is obtained.

The Commercial General Liability policy shall include the DRPS and the Region of Durham as additional insured in respect of all operations performed by or on behalf of the Supplier in relation to the Contract requirements and be endorsed to provide the owner with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage.

Change in coverage

If the DRPS requests to have the amount of coverage increased or to obtain other special insurance for this project then the Supplier shall endeavour forthwith to obtain such increased or special insurance at the DRPS's expense.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Supplier until 30 days after written notice of such change or cancellations has been personally delivered to the DRPS.

Article 4 - Workplace Safety & Insurance Board (WSIB) requirements

WSIB coverage is required and will be a final condition for the award of this contract (Refer to RFP Section 3.9 Final Conditions of Award).

All Suppliers that employ workers, including a Supplier's personnel and owners must be covered by an insurance plan under the Workplace Safety and Insurance Act, 1997. Upon award of a Contract, prior to the commencement of the work or upon a request by the DRPS, the Supplier must supply to the DRPS:

- a) A valid Clearance Certificate (for Schedule 1 employers) or a Letter of Good Standing (for Schedule 2 employers) indicating the Supplier has an active account with WSIB in good standing; or,

- b) Alternatively, where appropriate, a letter from WSIB stating the Supplier is not required to register with WSIB; or,
- c) A letter that confirms the Supplier falls under a "By-Application" industry, where WSIB confirms a Supplier (that employs workers) is exempt from coverage based on their business activity.

Prior to final payment, a clearance certificate must be received by the DRPS indicating all payments by the Supplier to WSIB in conjunction with the subject Contract have been made and that the DRPS will not be liable to WSIB for future payments in connection with the Supplier's fulfillment of the contract. Further WSIB certificates of clearance or other types of certificates shall be provided upon request.

For Independent Contractors / Owners / Operators

For Independent Contractors / Owners / Operators a letter along with an identification number from the WSIB verifying their status as an "Independent Operator" must be provided to the DRPS. To obtain this, Contractors must complete the form "Determining worker/Independent Operator status", issued by WSIB. (For more information, please contact your local WSIB Office and refer to this clause.)

Single Independent Contractors / Owners / Operators, where required by the DRPS, must also carry optional WSIB insurance coverage and must also provide a Clearance Certificate from WSIB verifying they have purchased the optional WSIB coverage, and indicating the Contractor has an active account with WSIB in good standing.

Article 5 - Performance Surety Requirements

Not applicable.

Article 6 - Experience

Throughout the Contract term, in performing the services, Suppliers are to each have acceptable qualifications, certifications and related business experience as detailed in the RFP. The assessment of acceptable qualifications and related business experience will be based on a range of measures including as appropriate professional and technical qualifications and competence of the Supplier and all staff performing the work, the Supplier's financial resources, the equipment and other facilities available to provide the services, managerial capability, reliability, experience and reputation, personnel available, the Supplier's legal capacity to enter into contract, their solvency and any outstanding litigation, their good standing

regarding the payment of taxes and any history of false representation regarding qualifications and related experience.

The DRPS reserves the right in its sole discretion to terminate the Contract if the Supplier, or any of their subcontractors, are deemed to be unsuitable by the DRPS during the Term of the Contract.

Article 7 - Payment Process

Payment of invoices shall be within thirty (30) days of receipt of an invoice. Invoices must be submitted to the DRPS's Finance department on a monthly basis electronically (preferable) or by mail as follows:

- a) Electronic submission (preferred method): finance@drps.ca; or,
- b) Mailed to: Durham Regional Police Service, Attention Finance Department, 605 Rossland Rd. E., PO Box 911, Whitby, Ontario, L1N 0B8.

Invoices must provide the purchase order number, complete description of good/services, Voucher count per Garment, contact name and location of the requesting department/location, the date in which the goods/services were picked up or delivered, HST registration number and complete prices in accordance with the Contract provisions.

The Supplier will also be required to submit the actual physical Vouchers received from DRPS personnel against the Dry-Cleaning Services rendered by the Supplier.

The Supplier shall ensure all orders have an authorized DRPS purchase order number prior to filling / shipping order(s) and submitting the invoice(s).

Failure to comply with these requirements may result in payment delays and return of invoice to the Supplier for proper information.

At any time during the term of the Contract including any extensions, the DRPS reserves the right to terminate the Contract where billing errors are consistently identified and/or not resolved in a timely manner.

Note – DRPS's payment terms will not be in effect until the Supplier provides an accurate invoice.

Article 8 - Subcontracting

Not Applicable.

Article 9 - Health and Safety

Health and Safety Practice Form

A completed Health and Safety Practice Form is required and will be a final condition for the award of this contract (Refer to RFP Section 3.9 Final Conditions of Award).

The Supplier must complete and submit the DRPS's Health and Safety Practice Form (see RFP # DRPS-2025-005 Schedule 3 - Health and safety Practise Form). The DRPS reserves the right to cancel the award to, or the Contract of, any Supplier whose health and safety record is not deemed to be satisfactory.

Health and Safety Warning

The DRPS will retain the right to document all health and safety concerns regarding the Supplier's operations, and to issue warnings and/or to stop work if there are any violations by the Supplier of the Occupational Health and Safety Act; Ontario Construction Regulations, Regional health and safety programs, policies, rules and requests; and/or if the Supplier creates an unacceptable health or safety hazard.

Written warnings and/or stop work orders will be issued to the Supplier using the Supplier health and safety warning/stop work order form.

Article 10 - Security Clearance Requirements

Prior to the award of the Agreement, and from time to time during the Term of the Contract, the Supplier shall obtain and submit permission for DRPS to conduct Criminal Records and reliability checks for the owners and operators of the business and all persons employed who will interact with DRPS vehicles, parts or components.

- a) DRPS will provide necessary forms and instructions and the fees for these checks will be the responsibility of the DRPS.
- b) DRPS is to be notified immediately when any employee has been terminated or has left the employ of the Supplier. No owner or employee will be authorized to provide Services or access any vehicle, equipment or keys until they have been cleared and approved by the DRPS.
- c) Contractors and their employees covenant to advise DRPS of any adverse change of security status including lawsuit, criminal complaints, charges or convictions occurring between background checks.

- d) In such cases it is at the sole discretion of the DRPS whether the affected party may continue to serve under the Contract.
- e) Any third-party contractor to the Proposer under this agreement must also complete Criminal Records and reliability checks prior to performing work on DRPS vehicles or vehicle components.
- f) Any personal information collected for the purpose of this Contract will be held confidential by DRPS.
- g) The Supplier will only be notified if the employee or contract employee is “acceptable” or “unacceptable”. There is no right of appeal or disclosure of further information.
- h) If unacceptable, this does not exclude the employee from working for the Supplier if the Supplier guarantees the individual will not interact with DRPS equipment, parts or records.
- i) If at any point in time an employee of the business becomes unacceptable the Supplier will be notified and they must remove them from assignments involving DRPS vehicles.
- j) If at any point in time the owners or operators of the business become unacceptable the DRPS will terminate Services and remove any stock from the Supplier.
- k) If the owner of the business proposes to sell or transfer ownership or management of the Supplier’s operations, they shall advise DRPS 60 days in advance of such a sale or change and new owners/managers must submit for Criminal Records and reliability checks at least 45 days prior to performing work on DRPS vehicles or vehicle components.
- l) New owners must sign and submit the current contract with DRPS at least 3 weeks prior to taking ownership if they wish to maintain the DRPS contract.

Article 11 - Assignment

The Supplier may not assign or sublet this Contract or any part of the Contract without the written consent of the DRPS.

Article 12 - Materials Produced

The DRPS is the sole owner of any material produced under this Contract. Any material produced under this Contract cannot be used or disclosed for any purpose

other than the performance of this Contract without the written approval of the DRPS. "Material" includes both tangible and intangible (including intellectual) property.

Article 13 - Termination and Default

In the event of any breach of this Agreement, the DRPS may terminate for breach of contract or any portion thereof by providing notice in writing to the Supplier. Upon receipt of such notice, the Supplier shall perform no further work other than reasonably necessary to close out work. The DRPS shall not be liable to the Supplier for loss of anticipated profit, interest lost or any other damages or loss occasioned to the Supplier on the terminated portion(s) of the Contract.

If the Supplier commits any act of bankruptcy; or if a receiver is appointed on account of its insolvency or in respect of any of its property; or if the Supplier makes a general assignment for the benefit of its creditors; then, in any such case, the DRPS may, without notice, terminate the Contract.

Although the DRPS reserves the right to terminate for breach of contract, the DRPS may elect to notify the Supplier of default in carrying out its part of any of the terms, conditions and obligations of the Contract. In such case, the DRPS may give notice in writing of the default in order for the Supplier to cure any defects. Upon expiration of ten (10) business days from the date of written notice to the Supplier, the DRPS may terminate the Contract.

If the DRPS terminates the Contract, it is entitled to:

- a) take possession of all of the Deliverables in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish work on the Deliverables by whatever means the DRPS may deem appropriate under the circumstances;
- b) withhold any further payments to the Supplier;
- c) recover all loss, damage and expense incurred by the DRPS by reason of the Supplier's default (which may be recovered from the performance surety held, or deducted from any monies due or becoming due to the Supplier, with any remaining balance to be paid by the Supplier to the DRPS).

In the event that the Contract includes Performance and Labour and Material Payment Bonds the DRPS shall advise the surety provider of the Supplier's default in accordance with these provisions so that the surety provider may take immediate and appropriate action to remedy the default.

Any termination of the Contract by the DRPS shall be without prejudice to any other rights or remedies the DRPS may have.

Article 14 - Indemnity

The Supplier hereby acknowledge that the remuneration for the Services is provided for under this Agreement.

1. The Supplier hereby acknowledges and agrees that it shall be solely responsible and liable to the DRPS for any breach of the confidentiality obligations herein by any person to whom access to the Confidential Information was provided.
2. The Supplier shall defend, indemnify and save harmless the DRPS and its elected officials, officers, employees and agents from and against all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, arising out of or allegedly attributable to the negligent acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract, and shall survive this Contract.
3. The Supplier covenants and agrees that they will take any and all action and will do and provide the services herein required to be provided in compliance with all laws, regulations or orders, including the order of any board or court of competent jurisdiction, rule, regulation or requirement of the Canadian Government or the Government of the Province of Ontario or any competent local government, board, commission, department or officer (“Compliance Requirements”) and hereby indemnifies and holds harmless the DRPS from any and all claims, payments, injury or loss and for any and all legal costs (including fees and disbursements) or administrative costs incurred by the DRPS relating to any failure of the Supplier, their employees, agents or contractors to comply with any Compliance Requirements.

Article 15 - “Piggyback” Clause

Not applicable.

Article 16 - Free On Board (FOB) Point (Transfer of Title)

The materials and/or services shall be delivered **FOB destination(s), prepaid and allowed.**

Article 17 - Inspection and Non-conformance

The DRPS shall inspect any goods prior to or when delivered to determine if they have been supplied in accordance with the specifications of the Contract. If deficiencies exist, the DRPS shall reserve the right to:

- a) Direct the Supplier to immediately correct deficiencies or replace the goods provided at no additional cost to the DRPS,
- b) Failing immediate action by the Supplier, the DRPS will correct the deficiencies and deduct from payment to the Supplier the total costs incurred, or
- c) Where, in the opinion of the DRPS, it has been determined that the deficiencies are substantial and cannot be remedied through repairs or modifications to the goods supplied, cancel the Contract pursuant to this clause.

Where goods are inspected and deemed by the DRPS not to conform to the specifications, payment of invoices will not be within thirty (30) days of receipt of invoice.

Article 18 - Contract Documents and Order of Precedence

The Contract consists of the following documents:

- a) Any duly authorized amendments to the purchase order, standing agreement or Contract.
- b) The purchase order, standing agreement or Contract issued to the Supplier for the required goods and/or services and all appendices or attachments incorporated therein.
- c) All Addenda to the bid document.
- d) Bid document issued by the DRPS, including all appendices.
- e) The Supplier's bid submission.

Unless otherwise specified, these documents and portions thereof, take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

The intent of the Contract is that the Supplier shall supply the Deliverables in a form that is fit and suitable for the DRPS's intended use and complete for the intended use.

None of the terms and conditions contained in the Supplier's standard or general (printed) conditions of sale, or contained in any other form of agreement or amendment proposed by the Supplier shall be of any effect unless explicitly agreed to by the DRPS and specifically set forth in the Contract.

Article 19 - Standing Agreements

Where the Contract involves the provision of goods or services on an "as required" basis a standing agreement will be issued to the Supplier, who will be expected to maintain a suitable stock of materials for prompt delivery or provide the services as requested in a timely manner. Releases against this standing agreement will be made directly by authorized employees of the DRPS. It will be the Supplier's responsibility to ensure that individuals releasing and/or picking up material are DRPS employees, and to obtain an authorized release number at the time the order is placed. The Supplier shall ensure that the release number is identified on all packing slips, work orders, invoices and invoice summaries.

Article 20 - Right to Audit

The DRPS reserves the right to periodically audit selected transactions to ensure compliance with the pricing terms of the Contract. The Supplier will be required to furnish, within thirty (30) days of the DRPS's written order, all supporting documentation requested (including but not limited to Supplier invoices, inventory costs, time sheets) for verification of the costs and labour hours billed to the DRPS for the selected invoices in accordance with the pricing terms of the Contract. In the event of pricing discrepancies or irregularities, the Supplier shall, within thirty (30) days of written notice from the DRPS, correct the subject invoices, issue payment or a credit note to the DRPS, and provide an explanation of the reasons for the irregularities or overcharges.

If the sample audit reveals pricing irregularities, the DRPS may either terminate the Contract, or order a second sample audit. Should the second sample audit reveal further irregularities or overcharges, the Supplier will remain in default and the DRPS may terminate the Contract.

Repeated pricing discrepancies, overcharging, or failure to comply with a DRPS order under an audit or to issue payment or credit note within thirty (30) days of a written order by the DRPS will also constitute a default of the Contract.

The Supplier shall be required to maintain all supporting documentation pursuant to this Section for a period of five (5) years after the date of the Contract completion.

IN WITNESS WHEREOF the parties hereto have executed this Master Agreement as of the date first above written.

Stitch It Canada's Tailor Inc.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier.

DRPS

Authorized Signature

Name

Title

Date

I have authority to bind DRPS.

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Stitch It Canada's Tailor Inc.



Authorized Signature

DALE BEESTON

Name

DIRECTOR Business Development

Title

JANUARY 21, 2026

Date

I have authority to bind the Supplier.

DRPS



Authorized Signature

Jason Leonard

Name

Finance Manager

Title

2026-01-27

Date

I have authority to bind DRPS.

SCHEDULE 1 - THE DELIVERABLES

All the Deliverables, commitments, and specifications outlined in Part 2 of the RFP # DRPS-2025-005 including but not limited to Service requirements, pricing structures, performance standards, and supplier responses are formally incorporated into this Agreement. These deliverables shall form an integral part of the contractual obligations and will be referenced as schedule, as applicable.

This part of the Agreement outlines the deliverables for dry-cleaning services that DRPS has procured, specifically for uniforms and other work-related garments (the “**Services**”).

The Supplier will have storefront business location within Region of Durham for pickup and drop off garments by DRPS Personnel. The Supplier will provide **all** Deliverables as outlined here.

1. Description of Deliverables

The Supplier will provide dry-cleaning Services as described below:

- a) Security – Maintaining uniform security at all times (while at the cleaning premises) to prevent theft;
- b) Identification/tracking system - To enable quick and easy identification of garments to facilitate appropriate retrieval by DRPS personnel;
- c) Cleaning requirements – In addition to regular laundry services and dry-cleaning services, adhering to contamination standards and effective treatment, processing and handling of garments as and when required, including:
 - i. cleaning of garments contaminated with bodily fluids, blood-borne pathogens, hazardous materials, fuel(s), bed bugs, lice, etc.; and
 - ii. prevention of cross-contamination between contaminated items and non- contaminated items (e.g. contaminated items to be separated from non-contaminated items);
- d) Site Management – Maintaining locations in a clean condition and orderly manner;
- e) Management reporting – Monthly, quarterly, annual reporting, and specific on-demand reporting as and when required by DRPS.
- f) Honour serialized tickets issued annually by DRPS to act as Vouchers for dry-cleaning services.
- g) Dry- cleaning Vouchers must be categorized and valued according to the following breakdown:

Table 2: DRPS Dry – Cleaning Voucher Categorization		
Category	Item	Dry-Cleaning Vouchers
Plainclothes	1 Pair Dress pants	1
Plainclothes	1 Suit Jacket or Blazer	2
Plainclothes	1 Suit Vest	1
Plainclothes	1 Dress shirt	1
Plainclothes	2 Plain Laundered shirts Polo/T-shirts	1
Plainclothes	1 Raincoat	3
Plainclothes	1 Overcoat	3
Plainclothes	1 Plain Blouse	2
Plainclothes	1 Silk Blouse	2
Plainclothes	1 Plain Skirt	2
Plainclothes	1 Pleated Skirt	3
Plainclothes	1 Suede Skirt	10
Plainclothes	1 Dress	3
Plainclothes	1 Plain Sweater	2
Plainclothes	1 Cashmere Sweater	2
Plainclothes	2 plain ties (not Silk)	1
Uniform	1 Pair Uniform Pants	1
Uniform	1 Tunic	2
Uniform	2 Uniform Shirts	1
Uniform	1 Sweater	1
Uniform	2 Ties	1
Uniform	1 Patrol Jacket	2
Uniform	1 Patrol Jacket Lining	1
Uniform	1 Furr Winter Hat	1
Uniform	Parka	2
Uniform	1 Vest Cover	1
Uniform	1 Winter Jacket	2
Uniform	1 Raincoat	3
Uniform	1 Overcoat	3

- h) There will be no deviation from the number of dry-cleaning Vouchers per article of clothing under the agreement during the term of the agreement or any extension(s).

2. In- Scope

The Services will be limited to:

- a) uniforms (duty administrative and formal/dress uniforms) for all ranks of officers;
- b) garments (suits, shirts, pants, skirts, jackets, outerwear, etc.) for senior officers as designated by DRPS from time to time;
- c) garments (shirts, pants, outerwear, etc.) for plain clothes officers and other personnel as designated by DRPS from time to time;
- d) jackets/outerwear for all ranks of officers; and,
- e) any additional items designated from time to time by DRPS.

3. Out of Scope

The Services do not include hats, belts, undergarments, socks, athletic wear (including sweatshirts, sweatpants or yoga pants) unless specifically included and other items excluded by DRPS from time to time.

4. Performance expectations

The Services will be delivered in a manner that ensures the proper care and maintenance of garments, including but not limited to the following:

- a) Maintaining cleanliness, professional appearance, and extending the garment's life cycle;
- b) Preventing color bleeding, including transfer of garment dyes onto attached flashes or insignia;
- c) Ensuring that the finishing process does not result in "shiny" areas on shirts or pants;
- d) Avoiding garment damage such as pilling, stretching, or shrinking;
- e) Testing for colorfastness prior to applying any cleaning method and ensuring color integrity is preserved throughout the process;
- f) Applying appropriate cleaning methodologies for:
 - i. Specialized materials (e.g., Gore-Tex);
 - ii. Gender-specific garment designs;
 - iii. A variety of fabric types (natural and synthetic);
 - iv. Embellishments such as screen printing, reflective markings, embroidery, zippers, epaulettes, etc.; and,
 - v. Accessories including buttons, flashes, crests, and other insignia.
- g) Utilizing suitable cleaning methods for garments contaminated with bodily fluids, bloodborne pathogens, hazardous substances, or fuels; and,
- h) Employing appropriate dry-cleaning techniques, including any necessary special treatments, to preserve the structural and visual integrity of each garment.

5. Representative Goods and Average Estimated Volumes

The garments range from casual, patrol and special teams' uniforms to plain clothes garments to full dress uniforms, and include outerwear.

Note: DRPS's choice of fabrics for garment items may change over course of the Term, depending on DRPS's requirements and to ensure continuous improvements of the range of garment items.

The average estimated volume of garment items is provided below, for purposes of giving Suppliers an order of magnitude only, rather than exact volume requirements. DRPS makes no guarantees as to volumes. **Based on current staffing levels, the total annual dry-cleaning Voucher volume is approximately 152,000 Vouchers.** This estimate includes allocations for both civilian and uniform members.

Please note that the total annual volume may be split between multiple awarded Suppliers, depending on operational needs, geographic considerations, or service capacity. DRPS reserves the right to allocate volumes at its sole discretion.

6. Quality Assurance

The Supplier will have a quality assurance program and escalation procedure to address lost or damaged garments, and to ensure effective resolution of disputes arising from DRPS complaints.

7. Environmental, Social & Governance

In addition to any requirements set out in the Agreement, the Supplier will ensure that dry-cleaning services are delivered in a manner that:

- a) Prioritizes the use of cost-effective, environmentally preferable cleaning methods and agents, including those certified by GreenSeal, ECOLOGO, the U.S. EPA Safer Choice (formerly Design for the Environment (DfE) or equivalent third-party environmental certifications recognized in Canada;
- b) Minimizes environmental impact and potential allergic reactions by limiting the use of plastics and other single-use items (e.g., garment covers and hangers), and by incorporating reusable garment bags or totes with no additional packaging; and,
- c) Utilizes sustainable operational practices such as electronic item tracking and billing, and a system for recycling hangers.

8. Invoicing

8.1. Payment Terms

The DRPS's common payment terms are net thirty (30) days.

The Supplier will accept payment by cheque, Visa Payables Automation (via ghost card) or Electronic Funds Transfer ("EFT") at no additional cost to DRPS.

8.2. Payment Process

Invoices must be submitted to the DRPS's Finance department on a monthly basis electronically (preferable) or by mail as follows:

- a) Electronic submission (preferred method): finance@drps.ca ; or,
- b) Mailed to: Durham Regional Police Service, Attention Finance Department, 605 Rossland Rd. E., PO Box 911, Whitby, Ontario, L1N 0B8.

Invoices must provide the following details:

- i. purchase order number;
- ii. complete description of Services;
- iii. Voucher count per Garment;
- iv. contact name and location of the requesting department;
- v. the date in which the goods/services were picked up or delivered;
- vi. HST registration number; and,
- vii. complete prices in accordance with the Contract provisions.

The Supplier will also be required to submit the actual physical Vouchers received from DRPS personnel against the Dry-Cleaning Services rendered by the Supplier.

The Supplier will ensure all orders have an authorized DRPS purchase order number prior to filling / shipping order(s) and submitting the invoice(s). Failure to comply with these requirements may result in payment delays and return of invoice to the Supplier for proper information.

At any time during the term of the Contract including any extensions, the DRPS reserves the right to terminate the Contract where billing errors are consistently identified and/or not resolved in a timely manner.

Note – DRPS’s payment terms will not be in effect until the Supplier provides **an accurate invoice.**

8.3. Electronic Fund Transfer

The Supplier will provide DRPS with the necessary banking information to enable EFT, at no additional cost, for any related invoice payments including, but not limited to:

- a) A void cheque;
- b) Financial institution’s name;
- c) Financial institution’s transit number;
- d) Financial institution’s account number; and,
- e) Email address for notification purposes.

9. Rates

The proposed Service Rates will be firm for the initial Term of the Agreement and will be:

- a) Maximum Fee per Voucher;
- b) In Canadian funds and will include all applicable costs related to all aspects of Services required to clean and prepare the garment, including but not limited to: labor, equipment, chemicals/cleaners, additional processing such as pressing, starching, hanging, wrapping, and where necessary transport to and from the retail location and the cleaning plant, and storage for up to 14 days after the service completion date including any fees or other charges required by law; and,
- c) Exclusive of the HST, or other similar taxes.

There will be no additional levies, charges, or fee beyond the Fee per Voucher.

For each subsequent extension periods, if a price increase is proposed by the Supplier, it will not exceed the level of inflation using the Ontario, All-Items Consumer Price Index (CPI), Year over Year, published by Statistics Canada as available two months prior to the initial expiry date, and must be submitted to the DRPS’s purchasing section, along with an assessment of current market indicators, by no later than sixty (60) days prior to the Agreement extension date. The DRPS will accept or reject the proposed price increase within thirty (30) days of receipt, based on the assessment of the validity of current market indicators submitted. The proposed prices, if accepted by the DRPS, will be held firm for that extension term. The DRPS may reject the proposed price increase for any additional extension term.

if the percentage increase proposed is deemed by the DRPS to be excessive in nature.

10. Supplier Management Support to DRPS

DRPS will oversee the Agreement, and the Supplier will provide appropriate Agreement management support including, but not limited to:

- a) Assigning to DRPS a Supplier account executive and team responsible for supporting and overseeing all aspects of the Agreement;
- b) Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- c) Maintaining DRPS confidentiality by not disclosing Confidential Information without the prior written consent of DRPS, as the case may be, as further described in Appendix A – Form of Agreement;
- d) Managing issue resolution in a timely manner;
- e) Complying with agreed upon escalation processes to resolve outstanding issues;
- f) Timely submission of Invoices and supporting documents as described in Appendix B – Contract Terms and Conditions.

11. Performance Management during the Contract Term

To ensure consistent service quality and accountability throughout the contract term, DRPS will implement a performance management framework that includes service level monitoring, turnaround time (TAT) guarantees, and escalation protocols.

11.1. Turnaround Time (TAT) Requirements

Suppliers must meet the following turnaround time standards for dry-cleaning services:

- a) Average TAT Expectation: Three (3) business days from item drop-off to return.
- b) Guaranteed TAT Commitment: No more than five (5) business days under normal operating conditions.

Suppliers must adhere to the guaranteed TAT for all standard Service requests. Any anticipated delays due to holidays, operational disruptions, or exceptional circumstances must be communicated to DRPS in advance. Repeated failure to meet guaranteed TAT may result in performance review, corrective action, or Contract termination.

11.2. Escalation Contacts

The Supplier's designated primary and secondary point of contact for service escalations are as detailed in Schedule 3 – Escalation Matrix. These contacts will be available during regular business hours and empowered to resolve service issues promptly.

DRPS will also designate internal contract management contacts to facilitate issue resolution and performance reviews.

11.3. Performance Review and Issue Resolution

DRPS reserves the right to conduct quarterly performance reviews, including evaluation of:

- a) TAT compliance
- b) Service quality and garment handling
- c) Voucher redemption accuracy
- d) Responsiveness to escalations

Suppliers may be asked to participate in review meetings and provide documentation or corrective action plans if performance thresholds are not met.

[End of Schedule 1]

SCHEDULE 2 - PRICING

The Service Rates shall be firm for the initial Term of the Agreement and shall be:

- a) Maximum Fee per Voucher;
- b) In Canadian funds and shall include all applicable costs related to all aspects of Services required to clean and prepare the garment, including but not limited to: labor, equipment, chemicals/cleaners, additional processing such as pressing, starching, hanging, wrapping, and where necessary transport to and from the retail location and the cleaning plant, and storage for up to 14 days after the service completion date including any fees or other charges required by law; and,
- c) Exclusive of the HST, or other similar taxes.

There shall be no additional levies, charges, or fee beyond the Fee per Voucher.

#	Pricing Response Section	Rate (In CAD)
1	Net Rate (Fee per Voucher)	\$8.75

[End of Schedule 2]

SCHEDULE 3 - ESCALATION MATRIX

The Supplier's designated primary and secondary point of contacts for Service escalations are as mentioned below. These contacts will be available during regular business hours and empowered to resolve service issues promptly.

Supplier's Escalation Matrix				
Escalation Level	Name	Title	Phone Number	Email ID
Primary Contact	Dale Beeston	Director of Business Development	289-259-4473	dbeeston@stitchit.com
Secondary Contact	Vince Bauco	Director of Operations	416-432-9917	vbauco@stitchit.com

[End of Schedule 3]

SCHEDULE 4 - HEALTH AND SAFETY PRACTICE FORM

To Supplier(s):

The DRPS is committed to:

1. The prevention of workplace injury and illness to all workers at DRPS work locations.
2. The belief that supplier safety is compatible with the safety policy of the Region and is good business.
3. Reserving the right to cite suppliers for any violation of the contract.

To ensure the DRPS workplace is a healthy and safe working environment, suppliers, constructors and sub-contractors must have knowledge of and operate in compliance with the Occupational Health and Safety Act (OHSA) and any other legislation pertaining to employee health and safety.

For long term contracts, or contracts involving pre-selected suppliers, DRPS reserves the right to cancel (or place on probation) the contract of any supplier who is charged and/or convicted of offences under the OHSA while carrying out any part of a project with DRPS.

Supplier's Statement of Responsibility

As a Supplier retained to perform work for DRPS, I/we accept the following health and safety responsibilities:

1. I/we confirm compliance with all procedures and requirements of the OHSA, Regional safety policies and procedures, department and site-specific policies and procedures, and all applicable legislation and regulations.
2. I/we agree to work safely with skill and care so as to prevent accidental injury to ourselves, fellow employees and all other persons on the site of the work.
3. For contracts or sub-contracts that involve commercial motor vehicles as defined by the Highway Traffic Act, I/we confirm possession of a current Carrier CVOR abstract with one of the following safety ratings: Excellent; Satisfactory; Conditional; or Satisfactory - Unaudited. I/we confirm the Carrier CVOR abstract will be maintained throughout the entire term of the contract.
4. I/we will advise DRPS if the CVOR safety rating of our firm is changed to "Unsatisfactory" at any time during the course of the contract and, upon request, will provide DRPS with a copy of the most recent Carrier CVOR abstract indicating the sanctions imposed by the Ministry of Transportation.

5. I/we certify that I/we have all statutorily required policies and programs in place in accordance with the OHSA, including but not limited to a current and valid Health and Safety Policy Statement in accordance with section 25(2)(j).
6. I/we certify that all required equipment, materials, and protective devices, along with related procedures, are provided, used, and maintained in good condition, in accordance with the OHSA.
7. I/we certify that all staff are apprised of and will comply with legislation, public health guidelines and DRPS's procedures as they relate to COVID-19. It is understood that DRPS may request that Company/Supplier Staff be replaced if they are not complying with these policies and procedures and the Company/Supplier shall promptly facilitate the replacement.
8. I/we verify that individuals working on DRPS contracts are strongly encouraged, but are not required at this time, to be vaccinated against COVID-19 in accordance with current provincial guidelines. As part of the DRPS's obligations under the Occupational Health and Safety Act, DRPS retains the right to implement a mandatory vaccination policy for DRPS Suppliers where it is deemed to be a reasonably necessary measure to protect the health and safety of workers and the public. Such a determination will be made in consideration of the recommendations or requirements of the Durham Medical Officer of Health, the Chief Medical Officer of Health, and any other applicable Public Health recommendation(s) in place at the time. Note: the current vaccine guidance can be found on the Ministry of Health Ontario's website COVID-19 Vaccine Guidance - 2023-03-29 (gov.on.ca)

Stitch It Canada's Tailor Inc.

Authorized Signature

Name

Title

Date

I have authority to bind the Supplier.

[End of Schedule 4]

5. I/we certify that I/we have all statutorily required policies and programs in place in accordance with the OHSA, including but not limited to a current and valid Health and Safety Policy Statement in accordance with section 25(2)(j).
6. I/we certify that all required equipment, materials, and protective devices, along with related procedures, are provided, used, and maintained in good condition, in accordance with the OHSA.
7. I/we certify that all staff are apprised of and will comply with legislation, public health guidelines and DRPS's procedures as they relate to COVID-19. It is understood that DRPS may request that Company/Supplier Staff be replaced if they are not complying with these policies and procedures and the Company/Supplier shall promptly facilitate the replacement.
8. I/we verify that individuals working on DRPS contracts are strongly encouraged, but are not required at this time, to be vaccinated against COVID-19 in accordance with current provincial guidelines. As part of the DRPS's obligations under the Occupational Health and Safety Act, DRPS retains the right to implement a mandatory vaccination policy for DRPS Suppliers where it is deemed to be a reasonably necessary measure to protect the health and safety of workers and the public. Such a determination will be made in consideration of the recommendations or requirements of the Durham Medical Officer of Health, the Chief Medical Officer of Health, and any other applicable Public Health recommendation(s) in place at the time. Note: the current vaccine guidance can be found on the Ministry of Health Ontario's website COVID-19 Vaccine Guidance - 2023-03-29 (gov.on.ca)

Stitch It Canada's Tailor Inc.

Dale Beeston
Authorized Signature

DALE BEESTON
Name

DIRECTOR BUSINESS DEVELOPMENT
Title

JANUARY 21, 2026
Date

I have authority to bind the Supplier.

[End of Schedule 4]

SCHEDULE 5 – DEFINITIONS

Unless otherwise specified in this Agreement, capitalized words and phrases have the meaning set out here below.

“**AODA**” means Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended;

“**Accessibility**” means a general term which is used to describe the degree of ease that something (e.g., device, service, and environment) can be used and enjoyed by persons with a disability. The term implies conscious planning or design, or both, effort to ensure it is barrier-free to persons with a disability, and by extension, usable and practical for the general population as well;

“**Authorities**” and “**Authority**” means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract;

“**Applicable Law**” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

“**Agreement**” or “**Form of Agreement**” or “**Contract**” means the agreement to be made between the Supplier and DRPS based on the template attached as Appendix A – Form of Agreement with the RFP with negotiated changes, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between DRPS and the Supplier;

“**Business Day**” or “**Day**” means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. for DRPS, except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario);

“**Conflict of Interest**” includes, but is not limited to, any situation or circumstance wherein relation to the performance of its contractual obligations in a Contract with DRPS, the Supplier’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations;

“**Deliverable**” means all Services to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier within scope of the resulting Agreement;

“Effective Date” or “MA Effective Date” means the date first written above in the Master Agreement as the date on which the Agreement becomes effective. The Term of the Agreement shall commence on the Effective Date and continue for the duration stated in the Agreement, unless terminated earlier in accordance with its provisions.

“HST” means Ontario Harmonized Sales Tax;

“Master Agreement” or “MA” or “Agreement” or “Contract” means the agreement made between the awarded Supplier and DRPS based on the template attached as Appendix A – Form of Agreement and Appendix B – Contract Terms and Conditions with the RFP# DRPS-2025-005 along with the negotiated changes, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between DRPS and the Supplier;

“Rates” means the Agreed upon Fee per Voucher for the Deliverables as set out in the Schedule 2 - Pricing;

“Request for Proposals” or “RFP” means this Request for Proposals # DRPS-2025-005 issued by DRPS, including all appendices and addenda thereto;

“Service” refers to all dry-cleaning and related activities to be performed or provided by the Supplier under the Agreement. This includes, but is not limited to, the provision of labour, equipment, cleaning agents and chemicals, and all necessary processes such as pressing, starching, hanging, wrapping, and any additional garment treatment required. Where applicable, the Service also encompasses transportation between the retail location and the cleaning facility, as well as secure storage of cleaned garments following completion of the cleaning process;

“Supplier” means a preferred Proponent who has fully executed an Agreement with DRPS and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement as a Supplier;

“Turnaround Time” or “TAT” refers to the total number of business days required for the completion of dry-cleaning services, measured from the time a garment is dropped off to the time it is returned to the member, cleaned and ready for use by DRPS personnel;

“Term” has the meaning set out in RFP Section 1.1 and Master Agreement Article 1 - Contract Duration/Timing of Work Completion; and,

“Voucher” or “Dry Cleaning Voucher” refers to the current system in place at DRPS, whereby personnel are issued vouchers that may be used to obtain dry-cleaning services for uniforms and other work-related garments on an as-needed basis.

[End of Schedule 5]