



Agreement No: MIN-0058

Between

**HER MAJESTY THE QUEEN
in right of Ontario as represented by
the Minister of Community Safety and Correctional Services**

and

Unisync Group Limited

For

Supply and Delivery of

Uniform Dress Shirts

and

Cargo Pants and Shorts

Category 1: Uniform Dress Shirts

Fabric 1: Polyester/Wool Blend

Fabric 2: Polyester/Rayon Blend

Category 2: Uniform Dress Shirts

**Fabric: Polyester Moisture Wicking
(Coolmax® Extreme or equivalent)**

Agreement Index

Article 1 - Interpretation and General Provisions

- 1.01 Defined Terms
- 1.02 No Indemnities from Ministry
- 1.03 Entire Agreement
- 1.04 Severability
- 1.05 Interpretive Value of Contract Documents
- 1.06 Interpretive Value of Headings
- 1.07 Force Majeure
- 1.08 Notices by Prescribed Means
- 1.09 Governing Law
- 1.10 Currency

Article 2 – Nature of Relationship Between Ministry and Supplier

- 2.01 Supplier's Power to Contract
- 2.02 Representatives May Bind Parties
- 2.03 Supplier Not a Partner, Agent or Employee
- 2.04 Responsibility of Supplier
- 2.05 No Subcontracting or Assignment
- 2.06 Duty to Disclose Change of Control
- 2.07 Conflict of Interest
- 2.08 Contract Binding

Article 3 – Performance by Supplier

- 3.01 Commencement of Performance
- 3.02 Performance and Goods Warranty
- 3.03 Use and Access Restrictions
- 3.04 Notification by Supplier to Ministry
- 3.05 Condonation Not a Waiver
- 3.06 Changes By Written Amendment Only
- 3.07 Supplier to Comply with Reasonable Change Requests
- 3.08 Pricing for Requested Changes
- 3.09 Non-Exclusive Contract, Work Volumes
- 3.10 Performance by Specified Individuals Only
- 3.11 Accessibility Requirements
- 3.12 Ministry Rights and Remedies & Supplier Obligations Not Limited to Contract

Article 4 - Payment for Performance and Audit

- 4.01 Payment According to Contract Rates
- 4.02 Default Billing and Payment Process
- 4.03 Hold Back or Set Off
- 4.04 No Expenses or Additional Charges
- 4.05 Payment of and Collection of Taxes and Duties
- 4.06 Withholding Tax
- 4.07 Interest on Late Payment

- 4.08 Document Retention and Audit

Article 5 – Confidentiality and FIPPA

- 5.01 Confidentiality and Promotion Restrictions
- 5.02 OPS Confidential Information
- 5.03 Restrictions on Copying
- 5.04 Injunctive and Other Relief
- 5.05 Notice and Protective Order
- 5.06 FIPPA Records and Compliance
- 5.07 Survival

Article 6 - Intellectual Property

- 6.01 Ministry Intellectual Property
- 6.02 Supplier Intellectual Property
- 6.03 Supplier Representation and Warranty Regarding Intellectual Property
- 6.04 No Use of Ontario Government Insignia
- 6.05 Ministry May Prescribe Further Compliance
- 6.06 Survival

Article 7 - Indemnity and Insurance

- 7.01 Supplier Indemnity
- 7.02 Supplier's Insurance
- 7.03 Proof of Insurance
- 7.04 Proof of W.S.I.A. Coverage
- 7.05 Supplier Participation in Proceedings

Article 8- Termination, Expiry and Extension

- 8.01 Immediate Termination of Contract
- 8.02 Dispute Resolution by Rectification Notice
- 8.03 Termination on Notice
- 8.04 Termination for Non-Appropriation
- 8.05 Supplier's Obligations on Termination
- 8.06 Supplier's Payment Upon Termination
- 8.07 Termination In Addition to other Rights
- 8.08 Expiry and Extension of Contract

Article 9 – Security Clearance Checks

- 9.01 Definition
- 9.02 Requirement and Renewal
- 9.03 Written Consent
- 9.04 Changes
- 9.05 Default under Agreement

Article 10 – Delivery and Inspection of Deliverables

- 10.01 Delivery Required Date
- 10.02 Delivery
- 10.03 Unloading
- 10.04 Right to Inspection of Deliverables
- 10.05 Failure to Pass Inspection
- 10.06 Supplier's Duty on Rejection
- 10.07 Passing of Title and Risk

Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions)

Agreement

This Agreement (the "Agreement"), made in triplicate, for the Supply and Delivery of Uniform Dress Shirts (Categories 1 and 2) is effective as of December 1, 2014 ("Effective Date"),

Between:

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety
and Correctional Services**

(referred to as the "Ministry")

And:

Unisync Group Limited

(referred to as the "Supplier")

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

"AATCC" means American Association of Textile Chemists and Colourists;

"Accredited Independent Testing Facility" means a testing facility that is certified by an institute or professional association to do testing and provide test results using that institute's or professional association's specifications, test methods and standards. For the testing facility to be independent, neither the institute or professional association nor the Proponent must have a financial interest in it;

"ASTM" means American Standard and Testing Methods;

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

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

"CAN" means Canadian Textile Mills;

"CGSB" means Canadian General Standards Board;

"CSA" means Canadian Standards Association;

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its proposal that is confidential to the Crown and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the Ministry; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or
- (b) in relation to the performance of its contractual obligations in a Crown contract, 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;

"Contract" means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; (b) the RFP, including any addenda; (c) the Proposal; and (d) any amendments executed in accordance with the terms of the Agreement;

"Deliverables" and **"Deliverable"** means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract by the Supplier or the Supplier's Personnel, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"Expiry Date" means November 30, 2017 or, if the original term is extended, the final date of the extended term;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

"Fiscal Year" means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

"FOB Destination" means that the Supplier shall be solely responsible for the delivery and condition of the Deliverables at the Ministry's ship-to location/loading dock as-and-when required throughout the Term of the Agreement to any facility locations within the Province of Ontario free of charge;

"Garment(s)" means any article among the Deliverables including the uniform dress shirts as described in this Agreement;

"Goods" means any item of tangible personal property or computer software related thereto as further defined, but not limited by Schedule 1, and includes:

- (i) deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property; and,
- (ii) items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure;

and **"Good"** means any one of the Goods;

"Indemnified Parties" means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario;

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Losses" means liabilities, costs, damages and expenses (including legal, expert and consulting fees);

"MII" means the manufacturer of the raw goods;

"Ministry Address" and **"Ministry Representative"** mean:

Ministry of Community Safety & Correctional Services
Corporate Services Division
Procurement and Business Improvement Branch

25 Grosvenor St., 9th Floor, Toronto

Brad Doig, CPA, CMA
Procurement Analyst
Phone: (416) 327-1881
Email: Bradley.Doig@ontario.ca

"OFM" means the Ontario Fire Marshal;

"Ontario" means Her Majesty the Queen in right of Ontario;

"Ontario Public Service" and **"OPS"** means the entities listed under the heading Ontario Public Sector on the Ministry of Government Services Internet site, as amended from time to time.

"OPP" means the Ontario Provincial Police;

"OPS Confidential Information" means all information of the Ontario Public Service that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, OPS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the OPS, the Supplier or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

"Person" if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

"Proposal" means all the documentation submitted by the Supplier in response to the RFP;

"Province of Ontario Police Service" or **"POPS"** means any police service within the Province of Ontario, including any First Nations Police Service;

"Rates" and **"Rate"** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Section B of Schedule 1, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable customs, duties and taxes (except for the harmonized sales tax, which is to be itemized separately on the Supplier's invoices); (b) all labour and material costs; (c) all travel and carriage costs; (d) all permit, licence (including licences for the purposes of importing) and approval costs (e) all insurance costs; and (f) all other overhead including any fees or other charges required by law;

"Record", for the purposes of the Contract, means any recorded information in the custody or control of the Ministry, including any Personal Information, in any form: (a) provided by the Ministry to the Supplier, or provided by the Supplier to the Ministry, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

"Requirements of Law" mean (i) all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities; and, (ii) all local laws governing labour and working conditions

that are applicable in the jurisdictions where the Deliverables are manufactured or assembled, that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

"RFP" means the Request for Proposals dated July 4, 2014 for Supply and Delivery of Uniform Dress Shirts and Cargo Pants and Shorts, reference number MIN 0058 issued by the Ministry for the Deliverables and any addenda to it;

"Subcontractors" means in the case of each party, any contractor of that party or any of its subcontractors at any tier of subcontracting;

"Supplier Address" and "Supplier Representative" mean:

Unisync Group Limited
6375 Dixie Road, unit 6
Mississauga, ON
L5T 2E7

Scott Ireland, Manager, Merchandising and Pricing
Phone #: 905 361-8989 x 247
Fax #: 905 565-8883
Email: sireland@unisyncgroup.com

"Supplier's Intellectual Property" means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract;

"Supplier's Personnel" includes the directors, officers, employees, agents, partners, affiliates volunteers or Subcontractors of the Supplier;

"Term" means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than Her Majesty the Queen in right of Ontario or the Supplier.

1.02 No Indemnities from Ministry

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables under the Contract, to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

1.04 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFP and the Proposal; and (c) the RFP shall govern over the Proposal.

1.06 Interpretive Value of Headings

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those

contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1.09 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.10 Currency

All references to currency in the Agreement shall be to Canadian dollars.

Article 2 – Nature of Relationship Between Ministry and Supplier

2.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the Ministry under the Contract.

2.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Supplier shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the Supplier (or any of the Supplier's Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Schedule A, as amended.

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for its acts and those of the Supplier's Personnel. This section is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. This section shall survive the termination or expiry of the Contract.

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Supplier's use of a Subcontractor, every contract entered into by the Supplier with a Subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the Contract shall create a contractual relationship between the Supplier's Personnel and the Ministry.

2.06 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

2.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

2.08 Contract Binding

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

Article 3 – Performance by Supplier

3.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the Ministry.

3.02 Performance and Goods Warranty

(a) The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Ministry, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Ministry in a rectification notice issued pursuant to Section 8.02.

(b) The Supplier represents and warrants that all goods and all materials incorporated into those goods shall meet or surpass the specifications set out in the Contract and shall be free from liens or other encumbrances on title, and shall be fit for the purposes disclosed by the Ministry to the Supplier in the RFP. The Supplier shall not deviate from the specifications set out in the Contract, except as approved by the Ministry in writing. In the event that the Supplier breaches this warranty, the Ministry may elect to rescind this Agreement.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with the Ministry is strictly prohibited. The Supplier further acknowledges that the Ministry may monitor the Supplier to ensure compliance with this section. This section is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier to Ministry

During the Term, the Supplier shall advise the Ministry promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

3.05 Condonation Not a Waiver

Any failure by the Ministry to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

3.06 Changes By Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.07 Supplier to Comply With Reasonable Change Requests

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the

Supplier is unable to comply with the change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Pricing for Requested Changes

Where a Ministry change request includes an increase in the scope of the previously contemplated Deliverables, the Ministry shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Ministry and the Supplier within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.09 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume of goods and services required under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.10 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.11 Accessibility Requirements

The Supplier's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario *Human Rights Code (HRC)* R.S.O. 1990, CHAPTER H.19, the *Ontarians with Disabilities Act, S.O. 2001, CHAPTER 32*, and the *Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005 c. 11*, any regulations made thereto and any direction from the Ministry.

3.12 Ministry Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of the Ministry and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Ministry or any other obligations of the Supplier at law or in equity.

Article 4 – Payment for Performance and Audit

4.01 Payment According to Contract Rates

The Ministry shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- (a) the Supplier shall provide the Ministry with a billing statement no later than ten (10) Business Days after each shipment of Deliverables and that billing statement shall include: (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided; and (iii) the amount owing, with taxes, if payable by the Ministry, identified as separate items;
- (b) the Ministry shall approve or reject each billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the

Supplier promptly in writing and the Supplier shall provide additional information as required by the Ministry to substantiate the billing statement; and

- (c) each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval;

and any paragraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 Hold Back or Set Off

The Ministry may hold back payment or set off against payment if, in the opinion of the Ministry acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by the Ministry under the Contract to the Supplier other than the Rates established under the Contract.

4.05 Payment and Collection of Taxes and Duties

The Supplier shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 Withholding Tax

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This section shall survive any termination or expiry of the Contract.

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F-12 and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears.

4.08 Document Retention and Audit

During the Term and for seven (7) years thereafter, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Ministry in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Ministry shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this section shall survive any termination or expiry of the Contract.

Article 5 – Confidentiality and Freedom of Information and Protection of Privacy Act

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this section, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Ministry.

5.02 OPS Confidential Information

During and following the Term, the Supplier shall: (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those of the Supplier's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to the Ministry on demand; and (e) return all OPS Confidential Information to the Ministry before the end of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

The Supplier shall not copy any OPS Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Ministry or to any third-party to whom the Ministry owes a duty of confidence, and that the injury to the Ministry or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Ministry is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If the Supplier or any of the Supplier's Personnel become legally compelled to disclose any OPS Confidential Information, the Supplier will provide the Ministry with prompt notice to that effect in order to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of OPS Confidential Information which the Supplier is legally compelled to disclose, only to such Person or Persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Ministry) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

5.06 FIPPA Records and Compliance

The Supplier and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Ministry determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Ministry;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of the Supplier's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Ministry Representative to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to the Ministry may be disclosed by the Ministry where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Contract.

5.07 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

Article 6 – Intellectual Property

6.01 No Use of Ontario Government Insignia

The Supplier shall not use any insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry to do so.

6.02 Supplier's Grant of Licence

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Ministry, including each Client, a perpetual, world wide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry or a Client.

6.03 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Ministry or of any Client to modify, further develop or otherwise use the Deliverables in any way that the Ministry or the Client deems necessary, or that would prevent the Ministry or any Client from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.04 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.05 Assurances Regarding Moral Rights

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause its officers, directors, employees, agents, partners, affiliates, volunteers or subcontractors to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in the form set out in Schedule 2, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The Supplier shall deliver such written waiver(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry.

6.06 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form:

"© Queen's Printer for Ontario, [insert year of publication]."

6.07 Further Assurances Regarding Copyright

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause its officers, directors, employees, agents, partners, affiliates, volunteers or subcontractors to execute a written assignment of copyright in the applicable Deliverable(s) to the Ministry in the form set out in Schedule 2. The Supplier shall deliver such written assignment(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

6.08 Ministry May Prescribe Further Compliance

The Ministry reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.09 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

Article 7 – Indemnity and Insurance

7.01 Supplier Indemnity

The Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Supplier or the Supplier's Personnel in the course of the performance of the Supplier's obligations under the Contract or otherwise in connection with the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.02 Supplier's Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000) dollars per occurrence, two million (\$2,000,000) dollars products and completed operations aggregate. The policy is to include the following:

- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract;
- contractual liability coverage;
- cross-liability clause;
- employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
- 30 day written notice of cancellation, termination or material change;
- tenants legal liability coverage (if applicable and with applicable sub-limits); and,
- non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,

7.03 Proof of Insurance

The Supplier shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in Section 7.02, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 Proof of W.S.I.A. Coverage

If the Supplier is subject to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Supplier shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Ministry in connection therewith.

7.05 Supplier Participation In Proceedings

The Supplier shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Ministry under the Contract, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. The Supplier shall not enter into any settlement unless it has obtained the prior written approval of the Ministry. If the Supplier is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Contract.

Article 8 – Termination, Expiry and Extension

8.01 Immediate Termination of Contract

The Ministry may immediately terminate the Contract upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and Supplier) of the Agreement;

- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
- (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry;
- (g) the Supplier exceeds the maximum delivery lead time on three (3) occasions for Garments ordered during the Term of the Agreement;
- (h) the Supplier is in default under paragraph 9.05 below; or
- (i) the Supplier's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 Dispute Resolution by Rectification Notice

Subject to the above section, where the Supplier fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Ministry to immediately terminate the Contract.

8.03 Termination on Notice

The Ministry reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

8.04 Termination for Non-Appropriation

If the Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the Ministry may terminate the Contract upon giving notice to the Supplier. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) at the request of the Ministry, provide the Ministry with any completed or partially completed Deliverables;
- (b) provide the Ministry with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be required by the Ministry to give effect to the termination of the Contract; and
- (d) comply with any other instructions provided by the Ministry, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Contract.

8.06 Supplier's Payment Upon Termination

On termination of the Contract, the Ministry shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Ministry may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

8.07 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the Ministry under the Contract, at law or in equity.

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Ministry exercises its option to extend the Contract for up to two (2) additional periods of up to one (1) year each. Each of such extensions shall be upon the same terms (including the Rates in effect at the time of the extension), conditions and covenants contained in the Contract, excepting the option to extend (which shall only apply for the first extension term). Each option shall be exercisable by the Ministry giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date or the expiry of the first extension period, as applicable. The notice shall set forth the precise duration of the extension.

Article 9 - Security Investigations

9.01 Definition

In this Article,

"Security Investigation" includes all of the following:

1. A written declaration by an individual disclosing any unresolved charges and previous convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code* (Canada), for which a pardon under the *Criminal Records Act* (Canada) has not been granted;
2. A police records check through the Canadian Police Information Centre and provincial and municipal police force records for information about the individual including:
 - (a) convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code* (Canada), for which a pardon under the *Criminal Records Act* (Canada) has not been granted;
 - (b) findings of guilt in relation to federal statutes for which a court has granted a discharge;
 - (c) charges laid under the offence provisions of any federal statutes that are unresolved; and
 - (d) records of judicial orders in effect made in relation to the offence provisions of federal statutes;
3. A police records check in other jurisdictions as deemed necessary by the Ministry; and
4. A driving records check as deemed necessary by the Ministry.

9.02 Requirement and Renewal

On notification from the Ministry, the Supplier shall require:

- (a) each partner, director, officer and shareholder as requested by the Ministry and
- (b) each employee, agent and subcontractor who is or will be engaged in providing the Deliverables to undergo a Security Investigation.

The Security Investigation shall be renewed at the intervals as may be specified by the Ministry.

9.03 Written Consent

The Supplier shall obtain:

- (a) written consent on specified forms provided by the Ministry from each partner, director, officer and shareholder as requested by the Ministry, and from each of its employees, agents and subcontractors who is or will be engaged in providing the Deliverables; and
- (b) any other information that the Ministry, in its sole discretion, may deem necessary in order to conduct a Security Investigation of the individual.

9.04 Changes

During the Term of this Agreement, the Supplier shall ensure that within five Business Days of any change:

- a) that individuals provide written declarations as required under subsection 9.01 whenever new or different information is available for that individual for the purpose of enabling the Ministry to update the individual's Security Investigation;
- b) the Supplier notifies the Ministry Representative of changes in partners, directors, officers and shareholders as requested by the Ministry, and of employees, agents and subcontractors who are or will be engaged in providing Deliverables for the purpose of enabling the Ministry to conduct the individual's Security Investigation.

9.05 Default under Agreement

During the Term of this Agreement, the Supplier shall be in default under this Agreement

- a) within five Business Days, the Supplier fails to provide notification to the Ministry Representative as required under section 9.04;

- b) without having a Security Investigation or update as required, the Supplier or, if the Supplier is a corporation, any of its partners, directors, officers or shareholders or any of the Supplier's employees, agents and subcontractors who is or will be engaged in providing the Deliverables:
 - (i) has been convicted under the offence provisions of a federal statute for which a pardon under the *Criminal Records Act* (Canada) has not been granted;
 - (ii) has been granted an absolute or conditional discharge in relation to a federal offence and in the case of an absolute discharge, it was granted less than one year from the date of disposition of the offence by the court and in the case of a conditional discharge, it was granted less than three years from the date of disposition of the offence by the court;
 - (iii) is subject to a charge for a federal offence that remains unresolved; or
 - (iv) is subject to a judicial order in effect made in relation to the offence provisions of federal statutes; and
- c) in the sole discretion of the Ministry, any of the information obtained from a Security Investigation or update is incompatible with:
 - (i) the proper and impartial provision of the Deliverables in accordance with the terms and conditions of this Agreement;
 - (ii) the safety and security of Ministry employees or the public;
 - (iii) the reputation of or public confidence in the Ministry;
 - (v) the security of revenue, equipment or any other property of the Ministry; or
 - (vi) the confidentiality or integrity of Records, Personal Information or OPS Confidential Information.

Article 10 – Delivery and Inspection of Deliverables

10.01 Delivery Required Date

Where a delivery required date is stated in Schedule 1 to this Agreement, timely delivery is of the essence and the Supplier shall ensure that delivery is made within that timeframe. Any request for an extension or additional lead time due to circumstances beyond the control of the Supplier must be made without delay to the Ministry, which will then inform the Supplier if the requested extension is acceptable.

10.02 Delivery

All goods ordered in the quantities specified shall be delivered to the place designated in Schedule 1 for the delivery of the goods and shall not be deemed or construed to be delivered until actually received by the Ministry. Unless otherwise specified, all deliveries shall be made on a Business Day during the receiving hours of the Ministry's delivery location specified in Schedule 1. A detailed packing slip must accompany each shipment.

10.03 Unloading

It is the Supplier's responsibility, at its cost, to provide the necessary facilities and personnel to unload the goods from whatever means of transportation is employed.

10.04 Right of Inspection of Deliverables

Upon delivery, all goods shall be subject to the Ministry's inspection and rejection, and, if required, the Supplier shall provide all reasonable assistance to any representative of the Ministry for the purpose of testing or otherwise inspecting the goods. The Ministry will inspect the goods within thirty (30) Business Days following delivery unless the parties expressly set out an alternative timeframe for inspection in Schedule 1. Payment for any goods delivered to the Ministry by the Supplier is without prejudice to the Ministry's right to inspect and reject those goods.

10.05 Failure to Pass Inspection

Where upon the inspection of any goods delivered to it, the Ministry determines that:

- (i) the goods are not in conformity with the specifications in the Contract;
- (ii) the Goods are defective or are damaged;
- (iii) it has not received the quality or quantity of goods specified in the Contract;

it shall so notify the Supplier by giving notice to the Supplier Representative.

10.06 Supplier's Duty on Rejection

Where the Ministry rejects the goods in accordance with paragraphs 10.04 and 10.05, the Ministry may either return the goods to the Supplier at the Supplier's expense or require the Supplier to pick-up the goods from the Ministry within five (5) Business Days of the Ministry's notice of the rejected goods. The Supplier shall also comply with any additional requirements related to the return of Deliverables as specified in Schedule 1.

10.07 Passing of Title and Risk

Subject to paragraph 10.04 of this Agreement, title to and risk in the goods shall be deemed to pass from the Supplier to the Ministry upon delivery of the goods to the Ministry at the place designated in Schedule 1 for the delivery of the goods.

In Witness Whereof the parties hereto have executed the Agreement effective as of the date first above written.

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

Signature: 

Name: Drew Vanderduin

Title: Director

Date of Signature: Nov 27/14

Pursuant to delegated authority

Unisync Group Limited

Signature: 

Name: Richard Smith

Title: Chief Financial Officer

Date of Signature: November 18, 2014

I have authority to bind the Supplier.

Schedule 1 - Schedule of Deliverables, Rates and Supplementary Provisions

A1. Description of Deliverables

The Supplier shall supply and deliver Garments within Category 1: Uniform Dress Shirts (Fabric 1: Polyester/Wool Blend and Fabric 2: Polyester/Rayon Blend) and Category 2: Uniform Dress Shirts (Fabric: Polyester Moisture Wicking (Coolmax® Extreme or equivalent) to be used by the Ministry and potentially by other POPS in accordance with the terms of the Contract.

A1.2 Test Methods and Standards

All Deliverables supplied by the Supplier must comply with all relevant and current publications, test methods and standards as specified in this Agreement as such publications, test methods and standards may be amended or replaced from time to time.

The failure of the Supplier to comply with any relevant publications, test methods and standards shall constitute a failure of performance in respect of which the Ministry may terminate the Agreement or exercise other remedies provided for under the Agreement.

It is the responsibility of the Supplier to certify and satisfy the Ministry that the Deliverables meet all of the applicable requirements, including, publications, test methods and standards specified in this Agreement.

A1.3 Product Specifications

The Deliverables supplied by the Supplier under this Agreement must comply with the specifications set out in Section A2.

A1.3.1 Mill Specification Sheets

If requested by the Ministry at any time during the Term of the Agreement, the Supplier must supply the Mill specification sheets on the manufacturer of the raw good's letterhead (in English) at a minimum for all components for the Garments in the associated tables in Section A2 called Textile Performance Standards. The Mill specification sheets must be dated within six (6) calendar months from the date of the Ministry's request.

A1.3.2 Accredited Lab Test Results

During the Term of the Agreement, the Ministry may require the Supplier, at its expense, to provide test results from an Accredited Independent Testing Facility as described in this section to demonstrate that the Deliverables or materials to be used to create the Deliverables meet the specifications, test methods, standards, and photo-spectrometer readings as listed in the associated tables in Section A2 called Textile Performance Standards.

The Supplier must ensure that any Accredited Independent Testing Facility it retains to perform any testing on the Deliverables during the Term of the Agreement follows the applicable test methods and standards set out in the Agreement or equivalent test methods or standards. The Ministry will determine whether any alternate test method or standard used by the Accredited Independent Testing Facility is equivalent to the applicable test method or standard set out in the Agreement by evaluating the test results produced through the alternate test method or standard.

The following additional provisions must be adhered to:

- all components of the testing shall be performed on the same garment and/or same piece of material (identified by a single lot number);
- all testing shall be performed by an Accredited Independent Testing Facility. The Ministry will accept test results from one or more Accredited Independent Testing Facilities;

- the test report date shall be within six (6) calendar months of the date of the Ministry's request;
- the garments must meet the spectrophotometer readings specified in this Agreement; the testing must include spectrophotometer readings for every one hundred (100) meters of fabric produced to create the Deliverables, and the Supplier must provide those spectrophotometer readings to the Ministry for approval prior to production of Deliverables using that fabric.
- the swatch for the spectrophotometer readings for every one hundred (100) meters of fabric produced to create the Deliverables must be approved by the Supplier prior to the production of Deliverables using that fabric. The Supplier will be responsible for the colour accuracy.

The Supplier must supply the test results to the Ministry on the letterhead of the Accredited Independent Testing Facility that performed the testing along with the swatch. The test results must be provided in English.

A1.4 Random Testing

During the Term of the Agreement, the Ministry reserves the right to have an Accredited Independent Testing Facility of the Ministry's choice perform any inspection or testing (destructive or non-destructive) considered necessary to ensure the Deliverables conform to the specified requirements of this Agreement.

In the event that the Deliverables are found to be inferior or not in accordance with the specifications, the tested articles will be replaced by others of proper quality and type at the expense of the Supplier. The entire delivery may also be rejected if it is found that the order fails to meet the specifications or if the Deliverables were previously rejected due to non-repairable defects and were redelivered for inspection.

Testing may include, but not be limited to, workmanship, quality, material, wear and tear, discolouration and/or sizing and compliance to Garments specifications.

Should the Ministry determine that the Deliverables do not meet the specifications and/or are of poor quality, the Supplier will be responsible for replacing all defective Deliverables under the Agreement at no cost to the Ministry.

In addition, if the Deliverables are found to be defective, the Supplier will be responsible for reimbursement of any costs incurred by the Ministry for testing.

It shall be the Supplier's responsibility to satisfy the Ministry that all Deliverables supplied to the Ministry meet any industry standards applicable to that Garment in addition to conforming to the specification requirements of the Contract.

A1.5 Brand Name

Where brand names are mentioned for specific products, the Ministry is willing to accept other equivalent products, provided the Supplier provides such information to the Ministry to establish the equivalence. The Ministry reserves the right to determine the equivalency.

Deliverables provided by the Supplier shall not bear any of the Supplier's or the manufacturer's brand name labels on the outside of the Garment.

A1.6 Quality Control and Site Inspection

During the Term of the Agreement, the production/distribution facilities of the manufacturer or Supplier may be visited and inspected by representatives of the Ministry. Further visits and

testing of Garments may be conducted randomly through an Accredited Independent Testing Facility, or Ministry inspection, throughout the Term of the Agreement.

A1.7 General Materials and Components Requirements

All materials and components used to produce the Deliverables to meet the performance specifications in this Agreement shall meet or exceed the following;

- Be new and not previously used, unless recycled through manufacturing methods which render such recycled materials into new materials;
- Be free from imperfections, wrinkles, tears, holes, blisters, cracks or other blemishes, which may adversely affect the appearance or serviceability of the specific material or end product;
- Be governed by quality assurance systems in order to ensure consistent quality is received by the Supplier and built into the end product through the life of the Contract;
- Be of consistent colour from dye lot to dye lot with no visible colour differences throughout the Term of the Agreement;
- Complete order to be processed from single and/or next consecutive roll number.

A1.8 Quality Assurance Provision

All Deliverables shall be free from manufacturing defects, imperfections or design deficiencies that may affect their operation, appearance or serviceability. In all particulars not covered in this Agreement, production shall be in accordance with industry standards. Materials not defined herein shall be of the best commercial quality and suitable for the purpose intended.

It is the Supplier's responsibility to ensure that the Deliverables' quality is maintained to specification requirements. Defective Deliverables due to product defects shall be returned to the Supplier to be replaced or repaired as deemed acceptable to the Ministry, at no cost to the Ministry. In cases of discrepancies the decision of the Ministry shall be final.

The Ministry will promptly notify the Supplier when any Deliverables are not accepted and such Deliverables shall either be returned by the Ministry to the Supplier at the Supplier's expense or the Ministry may require the Supplier to pick up the rejected Deliverables within five (5) Business Days of receipt of notice of the rejected Deliverables.

The Supplier shall immediately provide notification to the Ministry Representative with information relevant to product recalls/product concerns upon the Supplier becoming aware of the product recall and/or any product concerns, by telephone or email. If this notice is provided by telephone, the Supplier shall provide written confirmation of this notice to the Ministry within two (2) Business Days of the verbal notification.

A1.9 Drawings

All drawings in this Agreement are the property of the Ministry and may not be changed or reproduced without authorization from the Ministry.

A1.10 Colour

Colours shall be available as specified within each category. Each Garment within a category shall meet the spectrophotometer readings specified. All colours, spectrophotometer reading and pre-production samples shall require approval from the Ministry prior to the production of a Garment.

The swatch must be approved by the Supplier prior to the production of Deliverables and the Supplier will be responsible for the colour accuracy.

There shall be no visible change in fabric shade between dye lots. Fabric must be stock dyed and not pieced died. Complete order to be processed from single and/or next consecutive roll number.

A1.11 Garment Measurements and Sizing Charts

The Supplier must comply with the finished Garment measurements and dimensions provided in the applicable Garment sizing chart in Section A2: Uniform Dress Shirts: Sizing Chart 1-A (Men's Uniform Dress Shirt – Finished Garment) and Sizing Chart 1-B (Women's Uniform Dress Shirt – Finished Garment). The sizes provided in these charts shall be considered standard/regular sizes available under the Agreement.

All Garments must be available in male and female patterns, and must be available in the sizes set out in each Garments table length and widths with appropriate conformance to gender specific button placements and fly and zipper construction, as identified in the specifications.

The Supplier must comply with the finished measurements provided in the corresponding sizing chart specified for each Garment.

The Ministry will provide sizing requirements at the time of order.

A1.12 Custom Garment Size Requirements

Any requirement other than the sizes listed in the corresponding Garments sizing charts shall be considered custom requirements.

The Supplier shall provide custom fit Garments under the Agreement.

A1.13 Sizing Set

If requested by the Ministry, the Supplier will provide the Ministry with a sizing set, for each Garment within a category. The sizing set will be loaned to the Ministry free of charge, and will be returned to the Supplier after the initial order is placed.

The sizing set shall be provided to the Ministry within thirty (30) Business Days once a request is received from the Ministry.

If requested by any POPS locations that have 300 members or more, the Supplier shall loan the sizing sets at no cost to the POPS locations, and upon the same terms as described in this section for the Ministry.

A1.14 Garment Care and Cleaning

All Garments in the Agreement shall be machine washable and machine dryable without loss of integrity of any materials and/or components.

A1.15 Workmanship and Construction

The Supplier will be required to provide Deliverables that represent the specification requirements identified in the Agreement.

A1.16 Cutting

A computerized cutting process is required during the cutting of the Garments. This can be performed by either laser or knife. Manually cutting of patterns is not permitted. Maximum tolerance on overall finished Garments is 1/16".

All component parts of the Garment shall be cut from the same dye lot and assembled to ensure uniformity of shade. The warp shall run in the same direction (up and down the Garment) on all pieces in the Garment.

The Supplier shall be responsible for producing patterns in order to manufacture Garments of varied sizes, as specified in this Agreement.

A1.17 Stitching

A1.17.1 Start and End Seams

Both the beginning and ends of all lock stitched seams shall be securely backstitched with three (3) to four (4) stitches.

A1.17.2 Tension

Thread tension shall be balanced. Stitches shall be correctly formed. Skips, puckers and thread clusters are not acceptable.

A1.17.3 Seam Appearance

Seams shall be smooth and regular with consistent seam allowance, edge stitching and topstitching shall be accurately and evenly placed from the seam edge as specified. Thread ends shall be trimmed.

A1.17.4 Seam Allowance

Seam allowance shall be a minimum of 3/8".

A1.17.5 Serging

Serging shall be done with a three thread serger, with not less than ten (10) stitches per inch ("SPI").

A1.17.6 Finishing

All Garments shall have loose threads trimmed and Garments must be pressed completely and properly with the inseam and outseam pressed open.

A1.18 Warranty

The Supplier shall provide an unconditional warranty of a minimum of one (1) year from the date of acceptance of the applicable Garment for normal wear and tear for each individual Garment.

A1.19 Optional Features

During the Term of Agreement, the Ministry or POPS that have entered into an agreement with the Supplier may request the Supplier to supply and, where applicable, affix optional features as described in Table E – 1E in Section A2 at the applicable Rates in Section B, Table 2 for Category 1 and in Section B, Table 4 for Category 2 to the Garments ordered for those optional features offered by the Supplier in its Proposal.

A1.20 Substitutions, Revisions and Discontinued Products

The Supplier may not substitute or revise the Deliverables or components thereof without the prior written approval from the Ministry.

Any proposal by the Supplier to substitute any Deliverables during the Term of the Agreement shall be submitted in writing to the Ministry Representative for consideration. The Ministry shall exercise its sole and absolute discretion in deciding to accept or reject any such proposal. If the Ministry is in agreement with suggested substitutions or revisions, the Ministry Representative

will advise the Supplier in writing. Such proposed changes must meet the corresponding Agreement specifications and shall be of equal or greater quality to the original. No price escalation will be allowed.

Should the Deliverables be discontinued, the Supplier is required to notify the Ministry Representative immediately upon becoming aware of a Deliverable becoming discontinued. The Supplier will also assist the Ministry by suggesting an alternate Deliverable that meets the required specification requirements of this Agreement. Any alternate Deliverable proposed by the Supplier that is accepted by the Ministry shall be supplied by the Supplier at the same price as the substituted Deliverable.

The Supplier shall not supply the Ministry with any substitute Deliverables without the prior written approval of the Ministry.

In the case where the Ministry deems the substituted products delivered by the Supplier to have deviated from the required specification requirements and/or acceptable tolerances or if the products delivered are not as per preproduction samples provided by the Supplier, the Ministry will consider the products shipped as a substitution.

If the Supplier fails to obtain such written approval prior to the implementation of any substitution or revisions, the Ministry may reject the shipment and terminate the Agreement without liability on the part of the Ministry to the Supplier.

A1.21 Preproduction Samples

The Supplier will provide preproduction samples of the Garments to the Ministry, including colour swatches, as outlined in this Agreement. The Supplier will not begin production of the Deliverables until the Supplier has received the Ministry's written approval of the preproduction samples.

Any preproduction samples requested by the Ministry for approval shall be provided to the Ministry at no cost. The samples shall be provided within twenty (20) Business Days from the date the Supplier receives the Ministry's request.

The Ministry expects that the requested preproduction samples will be provided correctly and represent the requirements of the Ministry. Upon receipt of the preproduction samples, should there be any deficiencies, the Supplier shall rectify any deficiencies to the samples to the Ministry's satisfaction and submit a second set of preproduction samples within fifteen (15) Business Days of written notification from the Ministry.

If the Ministry determines that the submitted second set of preproduction samples do not meet one or more of the specifications, the Ministry may, in addition to its other rights and remedies under the Agreement, terminate the Agreement and enter into an agreement with another entity for the supply of the Deliverables.

The approved preproduction samples will be retained by the Ministry Representative for quality assurance purposes to ensure the Supplier is compliant and supplying the Deliverables in accordance to the terms and conditions set out in the Agreement.

In the event the submission samples submitted by the Supplier with its Proposal passed all requirements, the Ministry reserves the right to waive the pre-production sample requirement.

A1.22 Initial Set-up Time

The Supplier will have up to one hundred and twenty day (120) calendar Days from the date the Ministry provides it with an electronic copy of the executed Agreement for its initial set up time. The

Supplier shall notify the Ministry in writing once they have completed the initial set up. Electronic documents are considered to be received within one (1) Business Day of being sent by the Ministry. The initial setup time shall include all set up arrangements the Supplier requires to have completed prior to receiving orders from the Ministry.

Fulfillment of the first order from the Ministry will be required to begin one (1) calendar day following the end of the initial setup time period. All subsequent orders shall meet the delivery lead time outlined in Section A1.23.

A1.23 Regular Orders Delivery Lead-time

The maximum delivery lead-time acceptable by the Ministry, based on order quantities for each Garment within a category, is identified in the chart below.

All orders must be delivered to the Ministry within the specified maximum delivery lead-time.

Order Quantity	Maximum Delivery Lead-Time in Business Days
1 – 1000 shirts	Max. thirty (30) Business Days
1001 – 5,000 shirts	Max. sixty (60) Business Days

Orders given by telephone, facsimile or email shall be considered to have been received within one (1) Business Day of the order placement.

A1.23.1 Stock Guarantee Program

The Supplier shall provide a stock guarantee program and shall stock the Deliverables specified by the Ministry or any POPS in order to meet the requirements of the Ministry or the applicable POPS choosing to use this type of program under their Agreement with the Supplier. The establishment of a stock guarantee program shall be at the sole option of the Ministry or POPS, which would then notify the Supplier of all specifics related to the stock guarantee program, including the types (including sizes) and quantities of items required to be stocked at any given time. The management and administration of the stock guarantee program will be the responsibility of the Supplier to ensure that the required stock (inventory) is rotated and maintained during the Term of the Supplier's Agreement.

The required delivery lead-time for the supply of Deliverables to the Ministry or any POPS using a Stock Guarantee Program shall be within seven (7) Business Days of the Supplier's receipt of the order. Where there is a stock guarantee program, the delivery requirements under Section A1.23, Regular Orders Delivery Lead-time shall not apply.

Under the stock guarantee program, orders given by telephone, facsimile or email shall be considered to have been received within one (1) Business Day of the order placement.

At the end of the Term of their Agreement, the Ministry or the applicable POPS, as the case may be, shall purchase any remaining stock that meets the Contract specifications and that was maintained in their stock guarantee program as directed by the Ministry or applicable POPS.

Deliverables under the stock guarantee program must be priced the same as the Deliverables supplied in accordance with regular delivery lead-time in Section A1.23, and the Supplier shall not charge the Ministry or any POPS any additional fees for establishing or maintaining a stock guarantee program.

Should deliveries not be received within the guaranteed lead-time under the stock guarantee program, the Liquidated Damages clause, as per Section A1.28 will apply in addition to any other remedies of the Ministry or POPS, as the case may be, under their respective Agreements with the Supplier.

A1.24 Minimum Order Quantity

The minimum order quantity is one (1) Garment. The Ministry will order Garments in such quantities it may determine on an as required basis.

The liability of the Ministry for payment is limited to the quantities actually ordered and received that meet the requirements of this Agreement.

A1.25 Current Methods of Ordering, Invoicing and Payment

Individual orders are issued directly by the Ministry on an as-and-when required basis. The Ministry may order the Garments in a variety of ways, including, by telephone, e-mail or fax, which may reference a purchase order number.

A1.26 Delivery

All Deliverables shall be delivered to the applicable Ministry facility FOB Destination.

The Supplier is required to ensure all Garments are delivered in accordance with quantities and specifications and to the designated receiving area of the specified Ministry facility as outlined in the order.

Delivery charges shall not be accepted or paid if indicated as a surplus charge on the invoice.

A1.26.1 Delivery Receiving Hours

Delivery receiving hours must be in accordance with the Ministry's loading dock/shipping area operating office hours between 08:00 a.m. to 3:30 p.m. local time on Business Days ("Ministry Delivery Receiving Hours").

A1.26.2 Ministry's Contact for Operational Requirements

The Deliverables under this Agreement will be used by the OPP and the OFM within the Ministry. For the OPP and the OFM respectively, the Supplier shall accept orders, directions and instructions from the following persons or their delegates:

OPP

Ontario Provincial Police
777 Memorial Avenue
Orillia, ON L3V 7V3

Jackie Reilly
Manager Supply Services Section
Fleet, Supply & Weapons Services Bureau
Tel: 705-329-6968
Email: Jackie.reilly@OPP.ca

and

OFM

Office of the Fire Marshal

Fire Investigation Services
2284 Nursery Road
Midhurst ON L0L 1X0

Todd Clarke
Operations Manager
Tel: 705-725-7615
Email: Todd.Clarke@ontario.ca

A1.26.3 Delivery Locations

Ministry Facilities

- Shipments for the Ontario Provincial Police (OPP) shall be delivered FOB Destination to 777 Memorial Avenue, Orillia, Ontario L3V 7V3, Attention: Supply Section
- Shipments for OFM shall be delivered FOB Destination to the Office of the Fire Marshall located at 2284 Nursery Road, Midhurst, ON L0L 1X0.

Orders by Other Police Services

It is intended that the Supplier will offer the Deliverables to any POPS under the terms set out in this Agreement. The Ministry has no authority to make any commitment on behalf of other POPS. Any POPS choosing to access the provisions of the Agreement may do so at their sole discretion on a voluntary basis only and shall establish their own contract directly with the Supplier.

Shipping/Freight charges for other Province of Ontario Police Services:

The Supplier's unit prices for the Deliverables shall include all shipping/freight charges for any other POPS whose delivery location is within the same kilometer distance of the Supplier as is OPP headquarters at 777 Memorial Ave, Orillia ON. Where the distance between the other POPS' delivery location and the Supplier is greater than the distance between OPP headquarters in Orillia and the Supplier, the Supplier is to review with that POPS the Supplier's order requirements and delivery charges. The Supplier shall be responsible for the condition of all Deliverables supplied to any POPS until such Deliverables are delivered to the POPS' specified delivery location.

A1.27 Packaging

The Supplier shall include a packing slip, enclosed or attached to the shipping container containing complete contents of the shipment and order reference number (for example - Requisition Number or Purchase Order Number).

At a minimum, all individual shipping containers (boxes and/or cartons) shall be clearly marked on the outside with the following information:

- Ministry Name - (e.g. OPP)
- Order reference number
- Description – item, product code/model #
- Quantity of each type and size of Garment per container (where possible like items and sizes if items should be packaged in same shipping container)

All unmarked containers received may not be accepted and may be returned, at the sole discretion of the Ministry, to the Supplier for re-packaging at the Supplier's expense.

Any shipments in excess of ten (10) containers must be palletized. Maximum pallet size shall be 40" x 48" x 48".

No container shall exceed the weight of thirty five (35) pounds. Shipments received having a weight in excess of thirty five (35) pounds may be returned to the Supplier for repackaging at the sole discretion of the Ministry at the Supplier's expense.

The Ministry may specify such other or special packaging requirements or instructions as it may require from time to time.

Packaging shall be in accordance with the best commercial standards.

All skids and packaging material used in the provision of the deliverables must be recyclable.

The Ministry will not accept shipments on Canadian Pallet Council (CPC) and/or rental/returnable pallets.

A1.28 Liquidation Damages

The Supplier agrees that in the event that the Deliverables are not delivered within the timeframes specified in Section A1.23, the Ministry shall be entitled to deduct, from the net price of the amount not delivered on time, an amount equal to ten percent (10%) of the net price of the undelivered portion of the order. An additional 5% may be deducted every 5 Business Days thereafter until the order is received in full.

The Supplier further agrees that in the event the Supplier does not deliver the Deliverables within the timeframe specified in Section A1.23 or the Deliverables are not in compliance with the terms of the Contract, and the Ministry determines, in its sole and absolute discretion, to purchase the same or similar Garment from another company, the Ministry shall be entitled to deduct an amount equal to the difference between the price at which the Garment was purchased and the Supplier's contracted price. For greater certainty, the Ministry may purchase such Garment from such other suppliers and in such manner as it may determine is appropriate, in its sole and absolute discretion.

The Supplier agrees that the payments referred to above constitute as a fair and reasonable means of compensating the Ministry for losses likely to be incurred by the Ministry for each failure to deliver the required Deliverables. The Ministry's entitlement to any amount provided for above is in addition to, and not in substitution for, any other rights, powers, remedies or authorities that the Ministry has under the Agreement. The amounts deducted pursuant to this provision do not exclude or limit any other right of the Ministry to be indemnified by the Supplier, other than for the circumstances referred to above.

A1.29 Returns and Exchange

Within fifteen (15) days of award of the contract, the Supplier shall submit to the Ministry a full detailed description of the Supplier's return and exchange policy and procedures for dealing with issues such as, but not limited to damaged, defective or unacceptable product, product ordered in error, turnaround times for replacement product, and or issuing credit, etc.

Credits must be processed in the manner in which the payment was made within five (5) Business Days from the Supplier being notified of the return by the Ministry.

Shipping charges for the return and replacement of items under warranty will be the responsibility of the Supplier.

In the event the Deliverable is found to be of incorrect size, colour, construction or style, or to otherwise fail to meet the specifications herein or is not the Deliverable ordered or is deemed unsuitable by the Ministry, it shall be replaced with a new Deliverable at no additional cost and the Ministry shall have the right, exercisable in the absolute discretion of the Ministry, to reject any part of or the entire shipment of the Deliverables. The Ministry agrees to report to the Supplier such damage, defect or non-conformity in said shipment of the Deliverables within five (5) days of identifying (any time after delivery, with no expiration date). Upon receipt of the Ministry report, the Supplier shall forthwith replace the part or entire shipment of the Deliverables, as applicable, with a new shipment of Deliverables in accordance with the original order within twenty (20) business days. The Supplier shall further collect the shipment containing the damaged, defective or non-conforming Deliverables at its cost of pick-up and return delivery, within five (5) business days of notification from the Ministry, and shall continue to bear all risk of damage, defect, or non-conformity of Deliverables until accepted by the Ministry.

A1.30 Canadian Facility

The Supplier must have a Canadian facility responsible for the handling of quality assurance for all shipments, warranty issues, returns, recalls, repairs, customs clearance and all requirements that ensure the free flow of goods to and/or from the Ministry. The Canadian facility must have a ship to address in Canada to avoid any customs processing by the Ministry.

In the event that the Supplier does not have such Canadian facility at the time it submitted its proposal submission it will be required to put such facility into operation following execution of the Agreement.

The Supplier will be required to provide address details and a description of their Canadian facility within thirty (30) Business Days following execution of the Agreement. The Canadian facility must be in place and operational prior to delivery of the first order under the Agreement. Failure to establish such Canadian facility may result in termination of the Agreement.

A1.31 Reporting

The Supplier shall provide management reporting to the Ministry on an annual basis, within ten (10) days following the anniversary of the Agreement effective date, for the duration of the Agreement including any extension periods. If the Ministry requires any change to the management reporting requirements, the Supplier shall provide management reports as agreed upon by the Ministry and the Supplier.

Management reporting shall be submitted to the Ministry via email attachment or on a memory stick in an electronic Excel format, in a layout to be agreed upon by the Ministry and the Supplier.

Each report shall accurately reflect the activities of the Ministry to a level of detail and in a manner that is satisfactory to the Ministry. Details of such reports shall include, but not be limited to, information such as the Ministry name, Branch name, Ministry contact information, date range of the reporting activity, invoice number, order number, prices, item description, product number, size, order quantities per item, overall number of shipments made, shipments made within proposed lead-time, shipments made not meeting proposed lead-time, number of shipping errors (such as, but not limited to – short shipments, backorders, defective product, wrong item, wrong location, Ministry ordering error), product exchanges, credits issued and total invoiced amount (taxes extra), which may be sorted by Ministry, Branch or location, among other criteria.

Details of the content, layout and related processes for the required management reporting shall be finalized shortly after the Agreement is executed.

The Supplier shall provide the Ministry ad-hoc reporting as required at any time, on the data not included in the regular annual reporting, but available or reasonably obtainable to the Supplier.

The Supplier shall be solely responsible for all costs associated with establishing, producing, supporting and submitting of all reports.

A1.32 Manufacturer Plant Closures, Service Disruptions or Changes in Service Delivery

Within fifteen (15) days of award of Contract, the Supplier shall submit a well-defined procedure for notifying the Ministry Representative in the event of significant changes to its service delivery or support structure such as:

- Complete listing of the Supplier and manufacturer's scheduled holiday plant closures (for example, summer shutdowns, New Year's Day, etc.), which shall include the last Business Day an order can be placed by the Ministry to ensure delivery of the Deliverables prior to any plant closure
- Delivery delays lasting one (1) or more Business Days due to severe weather conditions or a breakdown in the courier/shipping delivery network;
- Changes to the Supplier's customer support operations;
- Changes to the Supplier's dedicated account management team.

In the event of disruptions such as a power outage, a strike or labour dispute by the Supplier's employees, the Supplier shall provide the Ministry Representative with timely and adequate status updates through communication channels, such as but not limited to, points of contact, or when possible, by e-mail or website messaging.

A1.33 Management and Supplier's Customer Support Operations

The Supplier shall have its representative(s) meet with the Ministry Representative on a regular basis, no less frequently than annually but as frequently as required by the Ministry, to discuss any issues of concern to the Ministry. Such communication may cover the entire scope of the Agreement including, but not limited, to opportunities to maximize value, reduce service and administrative issues, and Supplier performance issues.

The manner and time of communicating through meetings or teleconferences, etc., will be arranged with the Supplier after the Agreement has been executed.

Within fifteen (15) days of award of the contract, the Supplier shall identify to the Ministry its customer support for the following:

- a) Types of customer services available and representatives contact names and telephone numbers, such as but not limited to customer service, ordering, back orders, quality, delivery, payment issues, etc.
- b) Resolution time from the time an issue such as, but not limited to payment issue, delivery issue and or quality/order issue, has been identified.
- c) The methods by which customer support inquiries will be received (e.g., telephone, e-mail, online).
- d) Escalation process, including contact names, when unable to rectify an issue at the customer service level.

The information provided by the Supplier regarding its customer support must be consistent with the requirements in this Agreement and may be used as performance measures during the Term of the Agreement.

A2 – Uniform Dress Shirts Specifications and Design

TABLE E - IA - Textile Performance Standards

Category 1: Uniform Dress Shirt Polyester / Wool Textile Performance Standards		
Characteristic	Test Method	Requirement
Weave:	ISO 3572	1x1 Plain
*Material Composition Overall:	ASTM 3775-12	75% Polyester/25% Worsted Long Staple Wool
Colour:	Photo-spectrometer Delta readings	Dark Navy L=17.88 a= 0.49 b= -4.34 Overall DE </ = 0.90 Light Blue L=59.73 a= -5.71 b= -24.68 Overall DE </ = 0.90 The total of the difference for all 3 attributes (referencing L, a, b,) will not exceed 1.5.
*Material Weight:	ASTM D3776-2013	9oz per linear yard
*Fibre fineness Polyester Wool	ASTM D1577-07(12)	2.5 Dn, Low Pill Poly, 23 Micron wool
Yarn structure: Warp Yarn structure: Weft	AATCC20A-2012	Twisted 2 ply Twisted 2 ply
*Width (Cuttable)	ASTM D3774-96(2012)	59"
Dye Method		Must be stock/fibre/top dyed
*Yarn count W/F	ASTM D3775-12	2/50 x 2/50
*Twisting Figure Doubling/Ringframe	ASTM D1423-02(2008)	645/625
*End per 10cm *Picks per 10 cm	ASTM D1059A	232 196
*Tensile Strength W/F	ASTM D5034-09(2013)	W/55 kg/F/40kg
Pilling Resistance	ASTM D3512/D3512M-10e2	4 after 30 min; 3 after 60 min
Abrasion Martindale-End Point	ASTM D-4966-12e1	Min 20000 rubs shade change min 3
Colourfastness to crocking	AATCC 8-2007	Min Grey Scale 4
Colourfastness to perspiration	AATCC 15-2009	Min Grey Scale 4, Staining min 3-4
Colourfastness to water	AATCC 107-2012	Min Grey Scale 4, Staining min 3-4
Colourfastness to Washing 40 degree	AATCC61-2010	Min Grey Scale 4, Staining min 3-4
Colourfastness to Ironing	AATCC 133-2009	Min Grey Scale 4, Staining min 4
Colourfastness to light	AATCC 16-2004	Min Grey Scale 4 - Xenon, black panel
Tearing Strength W/F	ASTM D1424-09(2013)	More than W/3 kg/F2.2 kg

Category 1: Uniform Dress Shirt Polyester / Wool Textile Performance Standards		
Characteristic	Test Method	Requirement
Shrinkage W/F	AATCC 135-2012	Less than 2%
Dimension Stability in decating at 40%	AATCC 135-2012	Warp Less than 2% Weft Less than 1.5%
pH Value	AATCC-81-2012	4.00 – 8
Wrinkle recovery DIN53890	AATCC 66-2008	W140 degree after 1 hr F 125 degree after 1 hour

- Note anything marked with an asterisk (*) has a plus/minus (+/-) tolerance of 3%.
- Photo-spectrometer readings of less than or equal to DE .90 will be required for each new stock dyed/fiber/top dyed finished lot and will require approval prior to production.
- Photo-spectrometer readings and swatches will be required for each new dye lot and will require approval prior to production.
- Piece dyed fabric will not be accepted.

TABLE E - IB: Textile Performance Standards

Category 1: Uniform Dress Shirt Polyester / Rayon Textile Performance Standards		
Characteristic	Test Method	Requirement
Weave	ISO 3572	1 X 1 plain
*Material Content Composition Overall	ASTM D-3775-12	67% Polyester and 33% viscose
*Fibre fineness: Polyester Viscose	ASTM D-1577-07(12)	2.0 Dn 1.5 Dn
Dye Method		Must be stock/fibre/top dyed
Colour:	Photo-spectrometer Delta readings	<p>Dark Navy L= 17.88 a= 0.49 b= -4.34 Overall DE </ = 0.90</p> <p>Light Blue L= 59.73 a= -5.71 b= -24.68 Overall DE </ = 0.90</p> <p>Optical White L = 91.74 a = 3.56 b = -14.43 Overall DE </ = 0.90</p> <p>The total of the difference for all 3 attributes (referencing L, a, b,) will not exceed 1.5.</p>
Yarn structure: Warp Yarn structure: Weft	AATCC 20A-2012	Twisted Twisted
*Width in inches (Cuttable)	ASTM D3774-96 (2012)	59"
*Count – W/F per 10cms: min	ASTM D1059A	W240/F170
*Twisting Figure Doubling/Ringframe	ASTM D1423-02(2008)	628-572 min
*Material Weight:	ASTM D-3776-2013	11 oz linear yard
*Tensile Strength– W/F (lbs):	ASTM D-5034-09(2013)	W180/F130
*Tear Strength– W/F: (lbs):	ASTM D-1424-09 (2013)	More than 9.0 kg W/F
Shrinkage W X F:	AATCC 135-2012	No more than 2%
Piling Resistance:	ASTM D-3512/D3512M-10e2	3-4 after 30 min
Abrasions Martindale – End Point:	ASTM D-4966-12e1	Min 18000 rubs shade change min 4

Category 1: Uniform Dress Shirt Polyester / Rayon Textile Performance Standards		
Characteristic	Test Method	Requirement
Dimension Stability in decating at 40%	AATCC 135-2012	Warp Less than 1.5% Weft Less than 1.0%
*Yarn Count – W/F:	ASTM D3775-12	2/24 CC & 2/24 CC
pH Value	AATCC 81-2012	4.0-7.5
Colourfastness to crocking	AATCC 8-2007	Dry Min Grey Scale 4 Wet Min Grey Scale 3
Colourfastness to perspiration	AATCC 15-2009	Min Grey Scale 4, Staining 3-4
Colourfastness to light	AATCC 16-2004	Min Grey Scale 4
Colourfastness to ironing	AATCC 133-2009	Min Grey Scale 4
Colourfastness to water	AATCC 107-2012	Min Grey Scale 4, Staining 2.5-4
Colourfastness to washing 40°	AATCC 61-2010	Min Grey Scale 4 Staining 3-4
Wrinkle recovery W/F	AATCC 66-2008	120°W/120°F after 1 hr

- Note anything marked with an asterisk (*) has a plus/minus (+/-) tolerance of 3%.
- Photo-spectrometer readings of less than or equal to DE .90 will be required for each new stock dyed/fiber/top dyed finished lot and will require approval prior to production.
- Photo-spectrometer readings and swatches will be required for each new dye lot and will require approval prior to production.
- Piece dyed fabric will not be accepted.

TABLE E - 1C: Textile Performance Standards

Category 2: Uniform Dress Shirt Polyester Moisture Wicking (Coolmax Extreme or equivalent). (Polyester 100%) Textile Performance Standards		
Characteristic	Test Method	Requirement
Material Type:	ISO 3572	twill
Material Content:	ASTM D629-99	100% Polyester

Category 2: Uniform Dress Shirt Polyester Moisture Wicking (Coolmax Extreme or equivalent). (Polyester 100%) Textile Performance Standards		
Characteristic	Test Method	Requirement
Colour:	Photo-spectrometer Delta readings	Dark Navy L = 17.88 a = 0.49 b = -4.34 Overall DE = <0.90 The total of the difference for all 3 attributes (referencing L, a, b) will not exceed 1.5.
Material Weight:	ASTM D3776-2013	130 g/m ² or 3.8 oz./sq. yd
Pilling	CAN CGSB 4.2 No 51.2	3 after 90 min; 3 after 120 min
Colourfastness to crocking	AATCC 8-2007	Min Grey Scale 4
Colourfastness to perspiration	AATCC 15-2009	Min Grey Scale 4
Colourfastness to light	AATCC 16-2004	Min Grey Scale 4
Dimensional Stability	CAN CGSB 4.2 No 58, 1, E	<1%
Abrasion	ASTM D4966-12e1	3 after 5000 cycles
Retention of creases in fabric	AATCC 88C-2011	Min 3.5

TABLE E - 1D: Specification for Interlinings

Interlining A	
100% carded cotton woven fusible interlining	
Weave	Plain weave
Warp/ends per inch	54
Weft/picks per inch	50
Weight – Mass per unit	0.3402 lbs per yard - 140g/m ²
Cut table Width/Inch	44/45"
Hot Melt Adhesive	25 gr/square, high density polyethylene adhesive 30 mesh coating pattern, medium finish
Finish	Scoured bleached with fluorescent dye, resin & power coating finished, sanforized, meter chemical sodium chlorite 25%
Interlining B	

100% carded cotton woven fusible Interlining	
Weave	Plain weave
Warp/ends per inch	54
Weft/picks per inch	50
Weight - Mass per unit	0.2370 lbs per yard – 122g/m ²
Cuttable Width/inch	44/45"
Hot Melt Adhesive	39 gr/square, high density polyethylene adhesive 30 mesh coating pattern, medium finish
Finish	Scoured bleached with fluorescent dye, resin & power coating finished, sanforized, meter chemical sodium chlorite 25%

Table E - 1E: Uniform Dress Shirt General Assembly and Specification

Uniform Dress Shirt General Assembly and Specification	
The shirts shall be available in polyester/wool (75/25) blend, polyester/rayon (67/33) blend & Coolmax (polyester 100%), and shall be tailored split seam construction with:	
<ol style="list-style-type: none"> 1) banded dress collar and collar stand; 2) two (2) pleated breast pockets with scalloped style flaps; 3) a pencil compartment in the left pocket; 4) a pencil opening on the left pocket flap; 5) badge/name tag eyelets on the right pocket flap; 6) epaulettes and yoke; 7) two (2) button adjustable cuffs (long sleeves); 8) extra long shirt tails; 9) Police crest above right pocket flap (OPP only); 10) five (5) permanent sewn creases; 11) front placard; and 12) available in a variety of sizes in both long and short sleeve. Male/female 13) Category 2 is only required in dark navy, male short sleeve 	
Thread	<p>Sewing threads shall be compatible with all materials used and specifically applicable to the intended seam type, i.e., single needle seaming, safety serging, topstitching, bar tacking, button hole and button sew.</p> <p>Cotton-wrapped polyester core thread (size 50 Koban™ or equivalent) shall be used for general stitching and cotton-wrapped polyester core size 70 Koban™ or equivalent) or 100% polyester thread for serging operations. Thread colour shall match the shell fabric and be compatible with Garment use and care.</p>
Stitches per Inch (SPI)	Seaming and topstitching shall be lock stitched using 10-12 stitches per inch (SPI).
Double Lapped Seams	Double lapped seams shall be stitched with needles set ¼" apart. Stitching used may be a lockstitch or lock chain stitch at 10-12 SPI.
Double Topstitching	Double topstitching shall be stitched with needles set ¼" apart.
Button Sew	The button sewn shall have a cycle of not less than 16 stitches per button, with the thread locked into place at completion.

Uniform Dress Shirt General Assembly and Specification	
Bar Tacks	Bar tacks shall be ½" with a minimum of 23 cover stitches.
Lining	For members with sensitive skin, each shirt ordered in shell Category 1: Fabric 1 (polyester/wool) shall have the inner yoke ply and inner collar stand ply cut in Category 1: Fabric 2 (polyester/rayon).
Interlining	<p>Interlining A The interlining used on the collar (1st and 2nd ply) and cuff shall be woven, 100% cotton and fusible. See Table E - 1D – Specifications for Interlinings for specific details.</p> <p>Interlining B The patch interlining used on the collar band, pocket flaps and epaulettes shall be woven, poly/cotton and non-fusible. See Table E -1D – Specifications for Interlinings for specific details.</p> <p>Interlining C The interlining used on the front placket shall be woven, 100% polyester and non-fusible. See Table E -1D – Specifications for Interlinings for specific details.</p>
Hook and Loop Tape	A 1" wide hook and loop tape, Velcro™ or equivalent, shall be used on the pocket flap and pocket bag.
Labels	<p>All shirts shall have permanently inked readable information printed inside the neck of the Garment and shall include the following:</p> <ul style="list-style-type: none"> • Size; • Short description identifying product: <ul style="list-style-type: none"> i) Shirts (e.g. MLST 16½"-36" BT = Male Long Sleeve Tall size, 16½"-36BT) ii) Shirts (e.g. FSS 14" – 14 ½" = Female Short Sleeve size 14"-14 ½") <p>A permanent label affixed inside the Garment with the following information:</p> <ul style="list-style-type: none"> • Manufacturer's name or recognized trade mark and style of Garment; • Country of origin; • Fibre content; • Batch/Lot # from mill • Care instructions; and <p>All label material shall be at least colourfast as the Garment material.</p>
Garment Assembly	
Shirt Front	
Permanent Creases	<p>Two (2) permanent creases are to be applied to the shirt front and three (3) permanent creases are to be applied to the shirt back with a sewn permanent crease which must be topstitched with 1/16" by a lockstitch sewing machine.</p> <p>The permanent creases shall be positioned on the shirt front, parallel to centre front and centered beneath the pleat on the pocket bag as indicated in Design Figure E1 front view.</p>
Top Placket	The men's left shirt front shall have a placket with a finished width of 1 ½". The placket shall use non-fusible Interlining A and topstitched at ¼" from

Uniform Dress Shirt General Assembly and Specification	
	each edge. See Design Figure E2 for details.
Buttonholes	Six (6) buttonholes, sized to correctly fit a 20 ligne button, commercial shirt type, using the thread specified above, with not less than 26 SPI, shall be sewn to the men's left shirt front placket, spacing as indicated in the technical drawing, Design Figure E1, front view. Each button hole shall be securely & neatly tacked at each end and shall be compatible in size with the buttons.
Under Placket	The men's right shirt front will have a cut on facing, double folded, topstitched at a finished width of 1".
Buttons	Six (6) buttons, 20 ligne, shall be positioned on the men's right front, spaced to align correctly with the buttonholes, sewn with not less than 16 stitches per button. Threads shall be locked after stitching. One (1) extra, replacement button shall be stitched to the inside placket underlay, approximately 2" from last button. The buttons are a 4 holes button constructed of melamine.
Pockets	<p>Style: each shirt shall have two (2) pockets, pleated, military style with flaps. Each pocket bag shall have a finished measurement of 5 ½" X 6". The lower corners of the pocket will be beveled as indicated in Figures E3, Pocket Details. The upper edge of the pocket shall have a double folded hem topstitched at 1" finished width.</p> <p>A box pleat, with a finished width of 1½", shall be centered on each pocket bag.</p> <p>Pencil/Pen Holder: The left breast pocket bag shall have a pencil/pen holder topstitched at a finished width of 1½".</p> <p>Hook tape: Two (2) ½" lengths of 1" wide hook tape (Velcro™) shall be stitched to the upper area of the pocket bag, positioned 5/16" from the side and ½" down from the top edge of the pocket to align correctly with the loop tape placement on the flap.</p> <p>The pocket shall be edge stitched to the shirt front at 1/16". The upper pocket corners shall be sewn with a triangle stitch pattern for reinforcement as indicated in Design Figure E3, Pocket Details.</p>
Name Tag Eyelets	The right pocket flap shall include two stitched holes for the name tag, centered horizontally, 5/8" below the top edge of the pocket flap, with a distance of 1¼", centre to centre. See Design Figure E4 for specific detail.
Flaps	The pocket flaps shall be scallop type, with hook and loop tape (Velcro™) closures, false button and buttonhole, with a finished measurement of 5¾" X 2 13/16" (centre) and 2½" (side). They shall be made of one piece of material folded to form two plies. The top layer shall be non-fused with Interlining A. The under layer of the pocket flap shall include two ½" lengths of 1" wide loop tape. A button and vertical buttonhole (left uncut) shall be stitched, centered 7/16" from the pointed end of the flap. Both pocket flaps shall be edge stitched at 1/16" along the sides and lower edge. The top edge will be applied to the shirt 5/8" above the pocket bag, with two rows of stitching, the first 1/16" from the edge, the second at ¼" from the first. The left breast pocket flap shall allow a pencil/pen access, 1¼" from edge of flap. See detail drawings Design Figures E3 and

Uniform Dress Shirt General Assembly and Specification	
	E4.
Collar	<p>Styling: each shirt shall have a collar and collar stand. The collar shall be styled to the dimensions detailed in Design Figure E5 Collar View.</p> <p>Collar: the collar points shall measure 3" long, the collar shall measure 2" wide at centre back. A permanent collar stay, boomerang style, 2 1/4" long, shall be sewn to the under collar. The collar shall be topstitched at 1/4".</p> <p>Fusing: the top collar shall be fused with two layers of interlining. The base layer made of Interlining A, shall be cut 1/16th" smaller than the collar self. The patch layer of Interlining A shall be cut 1/4" smaller than the collar self and fused to align to the collar stitching line. Note: all plies of the collar shall be clipped at the collar points prior to turning, to reduce the amount of bulk in the collar point.</p> <p>Collar stand: the collar stand shall be 1 3/8" wide at centre back and cut from two plies of fabric. If the shirt is cut from Fabric 1, cut the inside collar band ply in Interlining A. The collar stand is to be "crease and tacked" with Interlining B on both plies of the collar stand. A button and buttonhole shall be stitched to align correctly with the shirt's front placket.</p>
Yoke	<p>Cut the yoke in two plies of fabric. When producing the shirt in Category 1: Fabric 1, cut the inside yoke in Category 1: Fabric 2. Stitch all applicable labels to the inside yoke ply. Position as indicated in Figure E1, front view. Place the shirt back between the layers and seam together, so that the stitching is not visible. Edge stitch the yoke.</p>
Insignia: Shoulder Flashes and Police Crest	<p>Insignia such as shoulder flashes, cloth name tags and/or pocket crests, may be required on specific shirt styles. The Supplier will be expected to affix these insignias as instructed by the client, at no charge to the Ministry. It is also expected that the Supplier maintain control of the insignia received, to ensure their use is only as directed by the Ministry and to keep a stock record of all insignia delivered, received and used in production. Such record shall be provided to the Ministry upon demand.</p> <p>Shoulder flashes shall be supplied by the Ministry or Province of Ontario Police Service (POPS). The shoulder flash, when required, shall be positioned at the centre of each sleeve crown at a point of - 3/4-inch down from the sleeve/armhole seam. The flash will be attached to the sleeve by a single needle lockstitch, sewn at 12 stitches per inch. As indicated in Design Figure E6.</p> <p>POLICE Crest shall be provided by the Ministry or Province of Ontario Police Service. A "POLICE" crest, 4 1/2" wide by 1 1/2" high, to be stitched above the right pocket flat. The crest shall be edge stitched 1/4" above and centered over the right pocket flap as indicated in Design Figure E4, Right Pocket.</p>
Badge Attachment (Optional)	<p>Centred over left pocket, two (2) stitched fake holes on the crease vertically aligned. Holes are to be 0.75" apart. Reinforced fabric piece shall be sewn behind the holes on the inside front of the shirt. The bottom hole shall be 1 1/2" from the top of the pocket flap. Badge attachments shall be at no additional cost to the Ministry (Design Figure E10).</p>
Shirt Back	

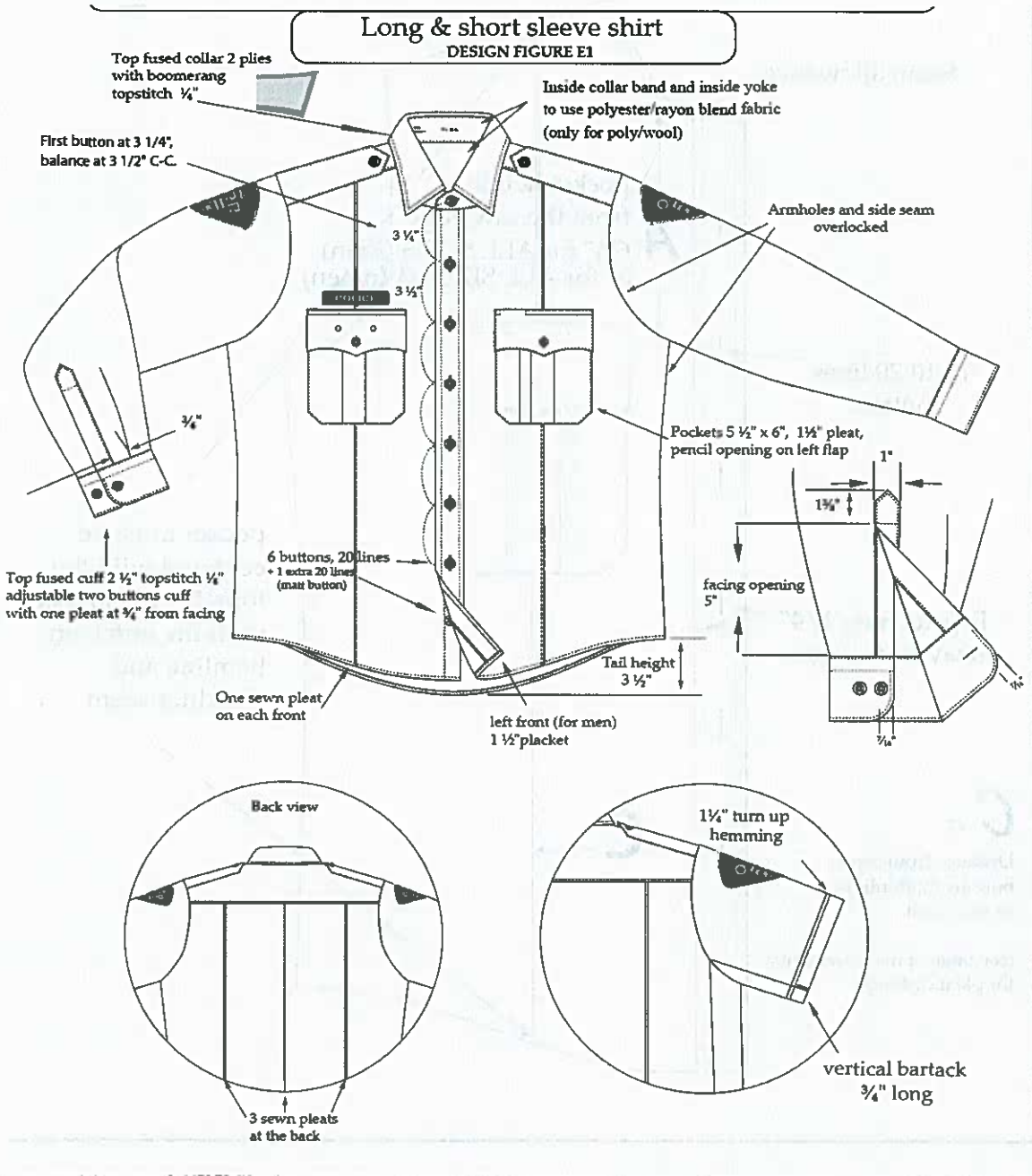
Uniform Dress Shirt General Assembly and Specification	
Joining Shoulders	The edge of both yokes shall be seamed with right sides together, the front inserted between the two plies and stitched at 1/2" seam allowance.
Epaulettes	The epaulette shall have a finished width of 2" at the sleeve head tapering down to 1 11/16" at the neck shoulder point, edge stitched all around. The top layer of the epaulette shall be non-fused with Interlining A. A buttonhole shall be stitched 7/16" from the pointed end.
Back Patch (Optional)	A back patch shall be made available, if required. The patch shall be 4" x 10" and shall be sewn centred on the back of the shirt, 3" down from the shoulder yoke.
Sleeves Duty shirts shall be available in both long and short sleeve styles.	
Side Seams	After the sleeve is set, safety serge sleeve side seams and shirt body side seams in one operation.
Shirt Hem	The bottom edge shirt tail hem shall be 1/4" double fold, topstitched near the upper folded edge.
Long Sleeve with Cuff	Each long sleeve shall have a placket with a finished measurement of 1" x 7". The placket facing shall be 1" width. The shirt wrist shall include a pleat, with a finished depth of 3/4", on the placket side. A shirt cuff with a finished width of 2 1/2" and two (2) 20 ligne buttons shall complete the long shirt sleeve. The top cuff layer shall be fused with Interlining A. See specific topstitching detail on Design Figure E1 Cuff Interior.
Short Sleeve with Gutter Hem	Each short sleeve shall have a gutter hem with a finished width of 1 1/4", topstitched at 1/4" as indicated on Figure E1.
3M Striping (Optional)	Shirt sleeve striping shall be made available, if required. Striping shall be 1" thick made of 3M 9910, or equivalent, reflective striping, to be supplied by the Supplier, and must be sewn onto both sleeves just above the cuff.
Shoulder Flashes	Shall be centered and topstitched on the sleeve head, 3/4" from the shoulder/armhole seam.
Female Uniform Shirts	<p>The female uniform shirts shall be made according to the specification of the male shirts except: all shirts shall be cut from a block which has been made to produce a fit specifically for females, include a bust dart sewn from the armhole, the front placket opening shall be opposite to that of the male shirts, and shall have a square hem. The spacing between buttons on the front shall be 3" centre to centre.</p> <p>Maternity Uniform Shirts This shirt style shall include a collar and collar stand, six (6) button closures, two upper patch pockets with flaps and box pleats, button down epaulettes, side vents, back yoke with centered, inverted box pleat extending to the hem and a standard length of 29".</p>
Pressing and Folding	All shirts shall be pressed, folded and packaged in accordance with the packaging requirements.
Packaging	Shirts shall be folded and individually poly bagged. Shirts shall be packaged four (4) to a box, boxes shall be clearly labeled on one end with the following information: style number, quantity, colour and size. When shipping a custom ordered shirt, the supplier must note the size on the outside of the shipping box. Design Figure E7, E8 & E9
Shirt Measurements – Size and Dimensions Charts	The finished Garment measurements provided in Sizing Chart I-A and I-B are meant as a guide. The sizes provided in Sizing Chart I-A and I-B shall

Uniform Dress Shirt General Assembly and Specification	
	be considered standard sizes available under the Agreement. Sizes above and beyond those specified in Sizing Chart 1-A and 1-B shall be considered custom requirements.

DESIGN: FIGURE E1: LONG SLEEVE – FRONT AND BACK VIEW

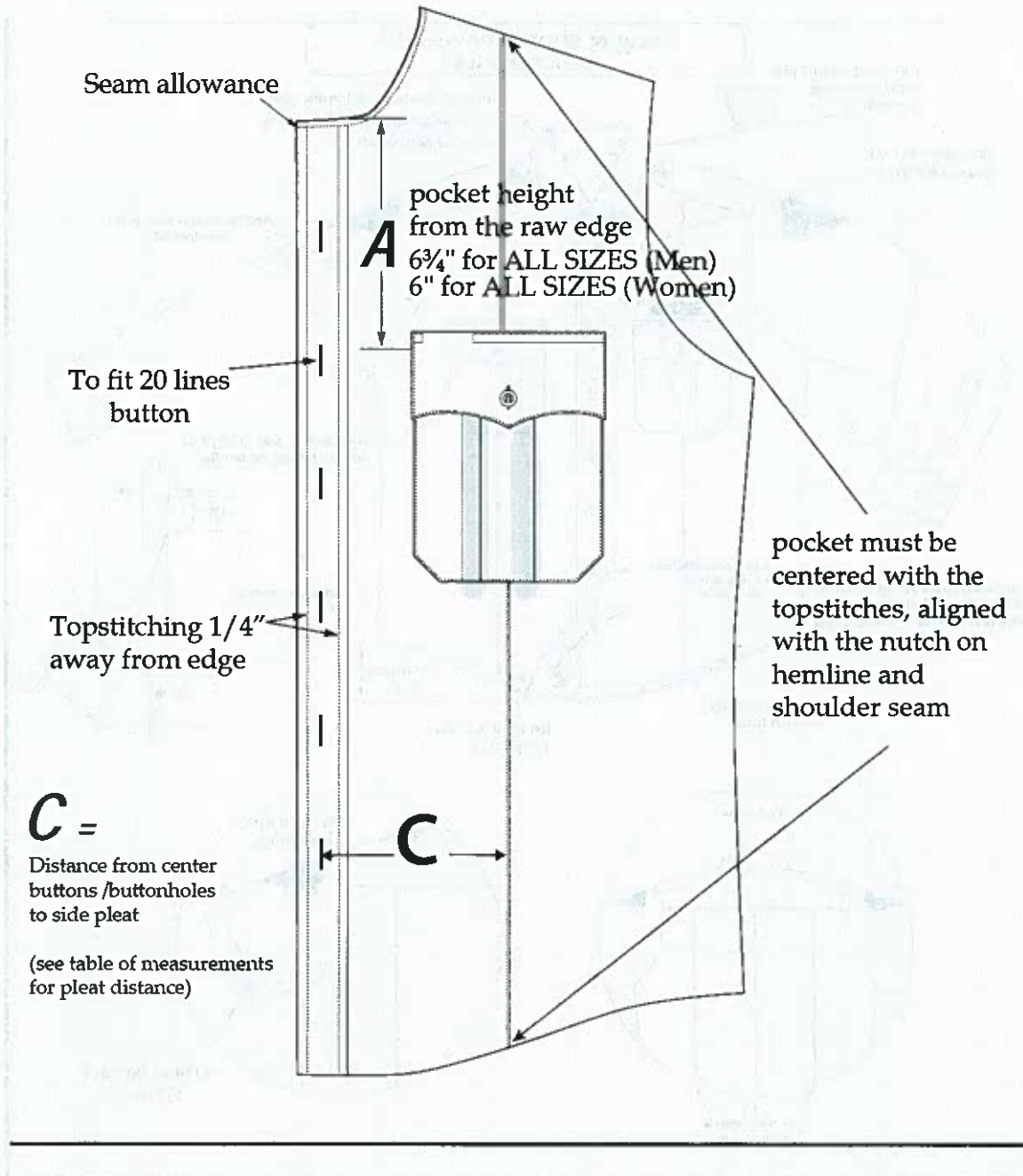
CATEGORY 1: FABRIC 1: POLYESTER / WOOL
FABRIC 2: POLYESTER / RAYON

CATEGORY 2: FABRIC: POLYESTER MOISTURE WICKING (COOLMAX® EXTREME OR EQUIVALENT)

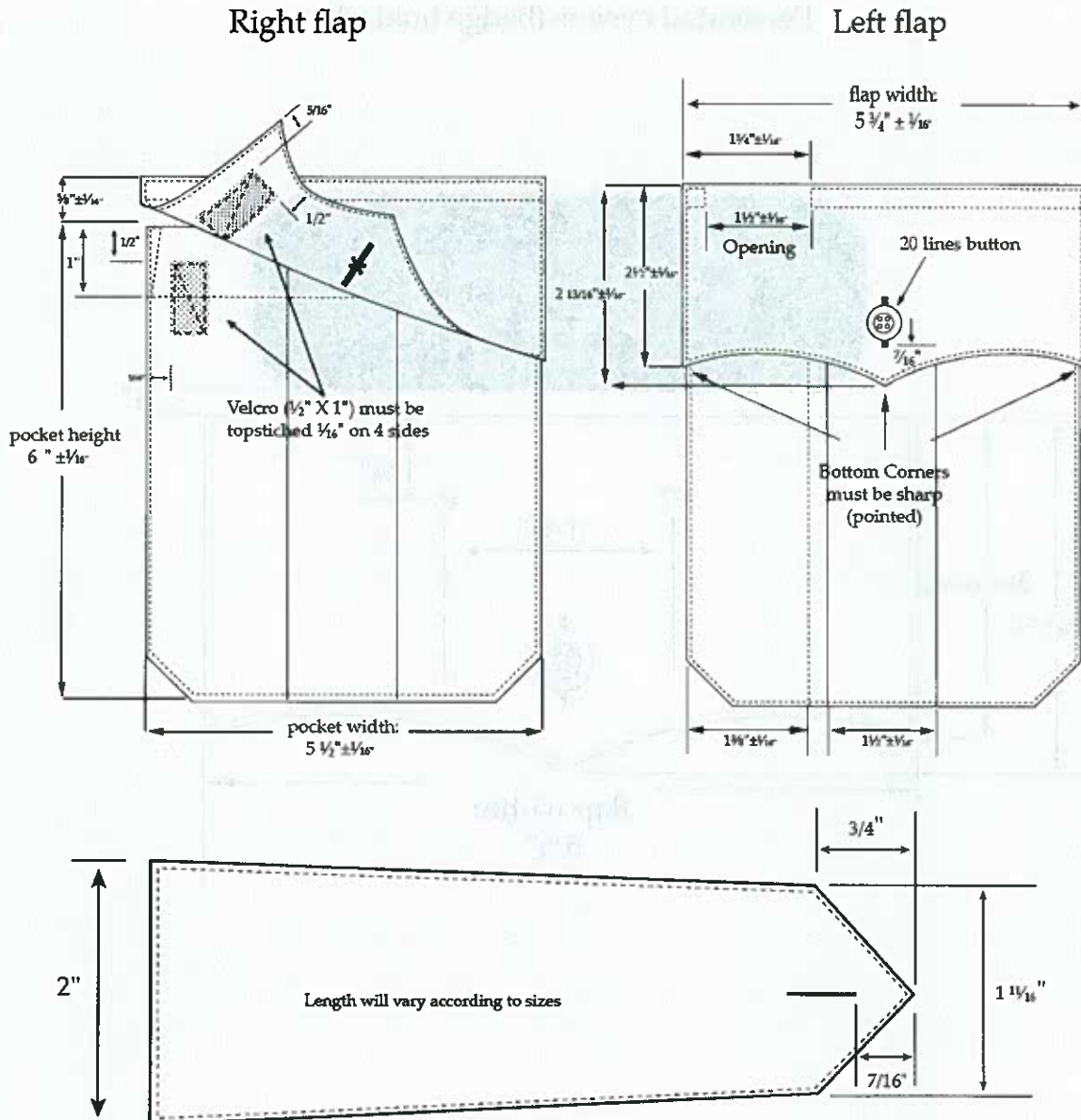


Pocket position

DESIGN FIGURE E2



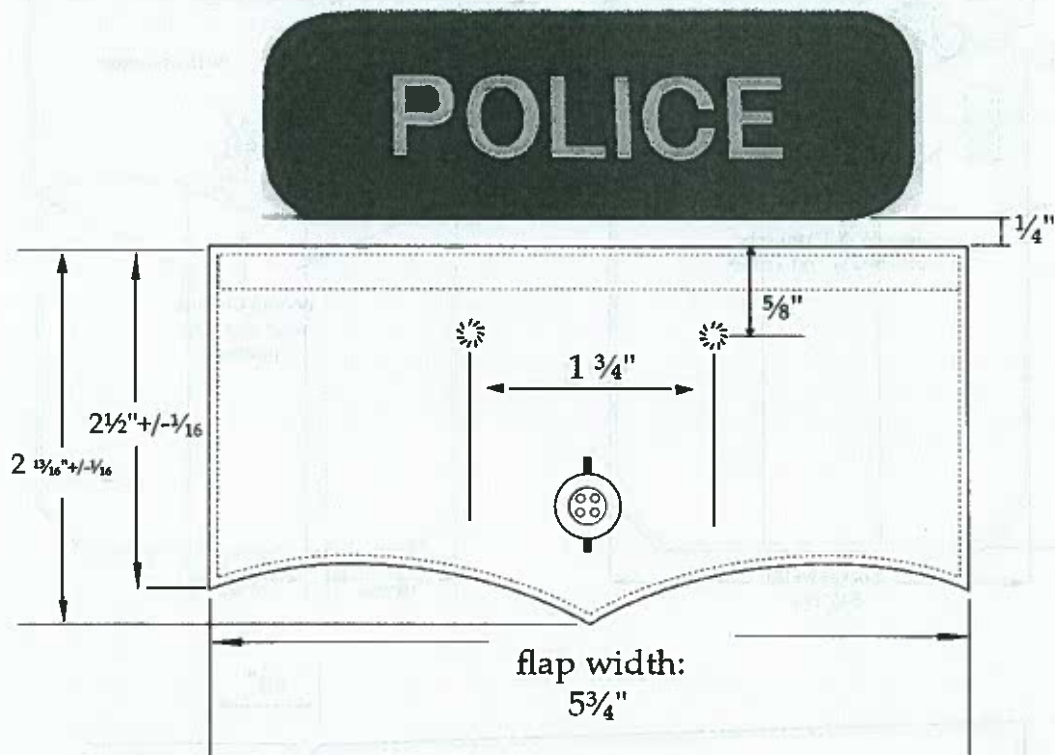
Pocket, flap & epaulet
DESIGN FIGURE E3

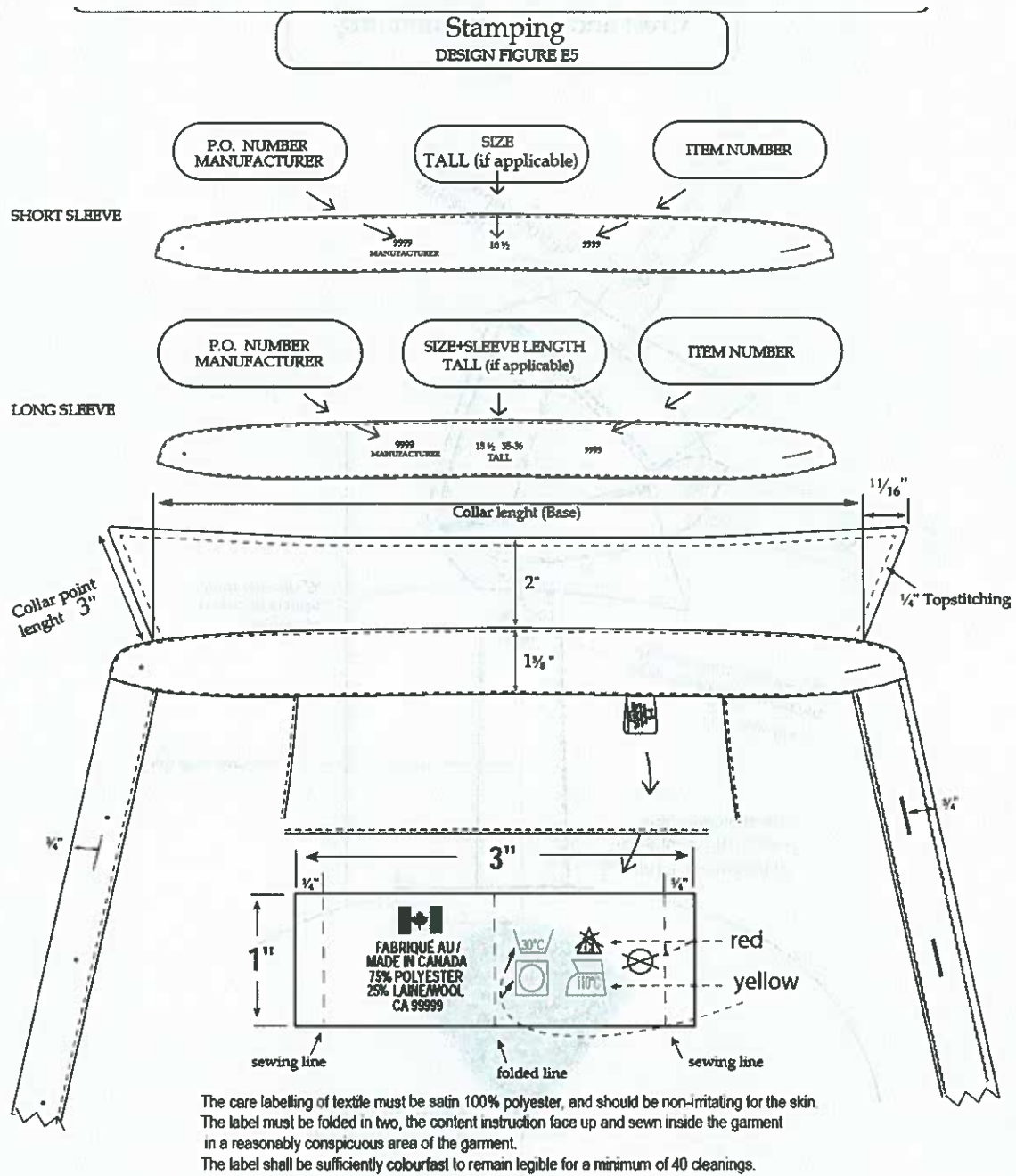


Crest pocket and eyelets
DESIGN FIGURE B4

Right flap

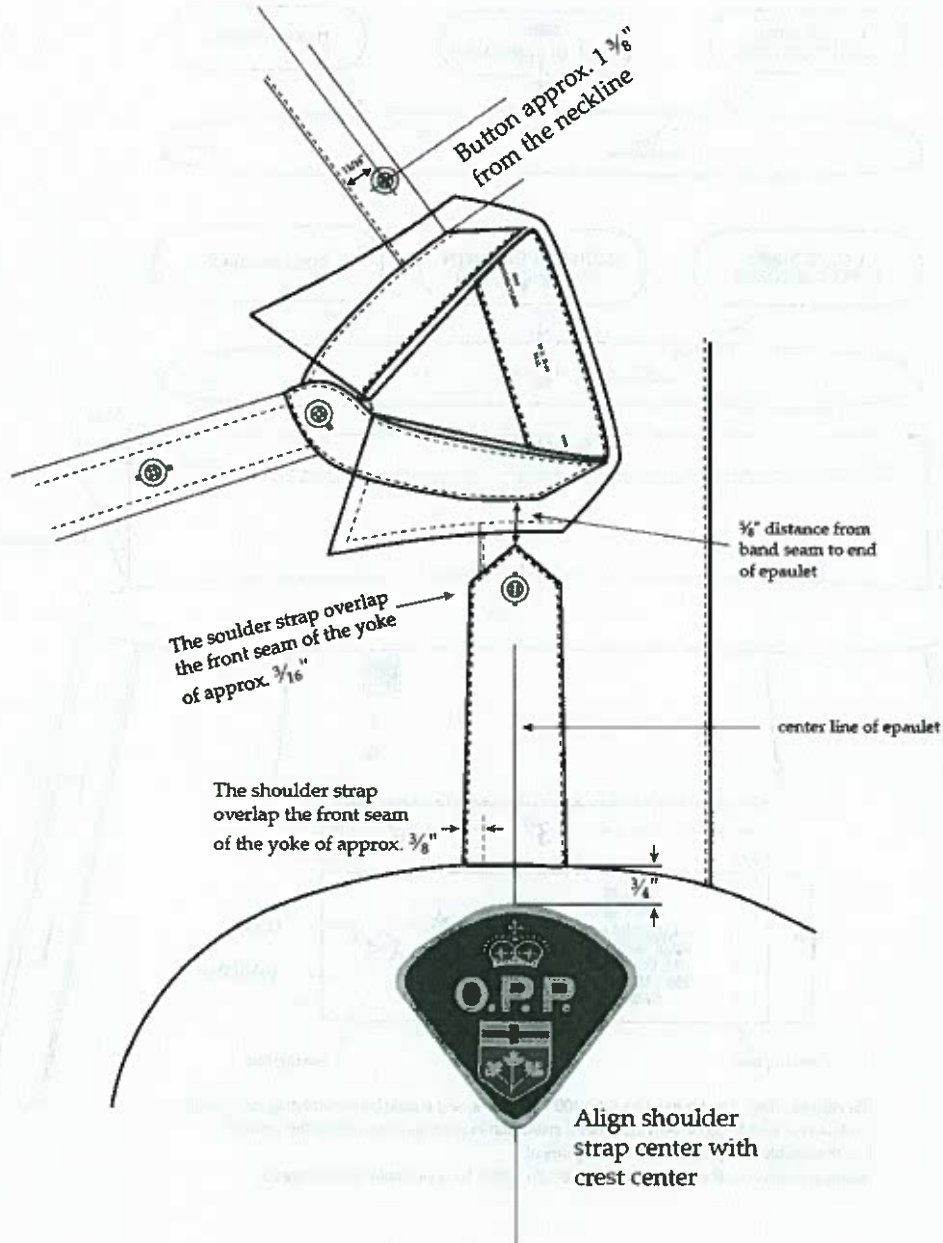
Perforated eyelets (badge holder)

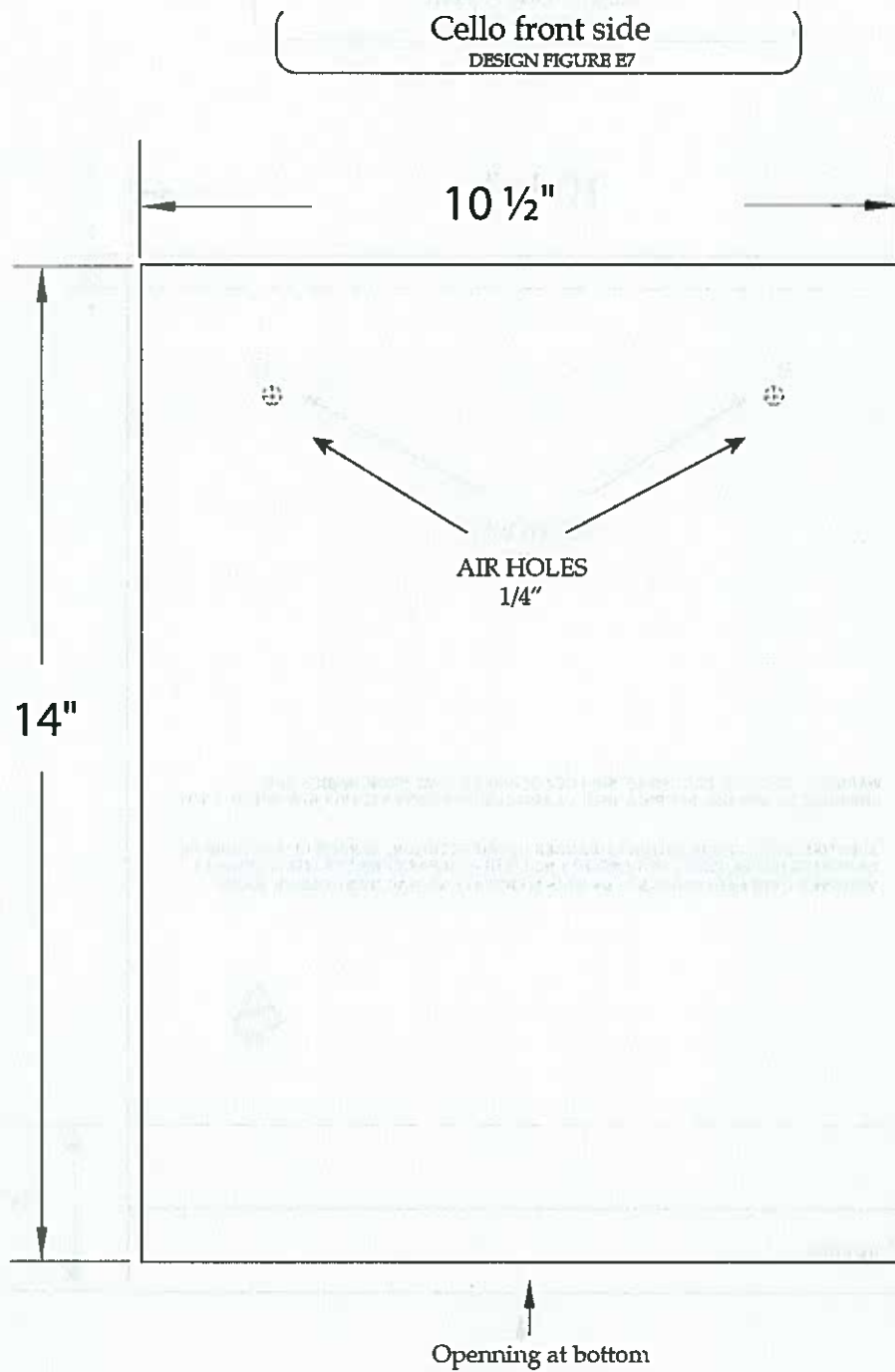


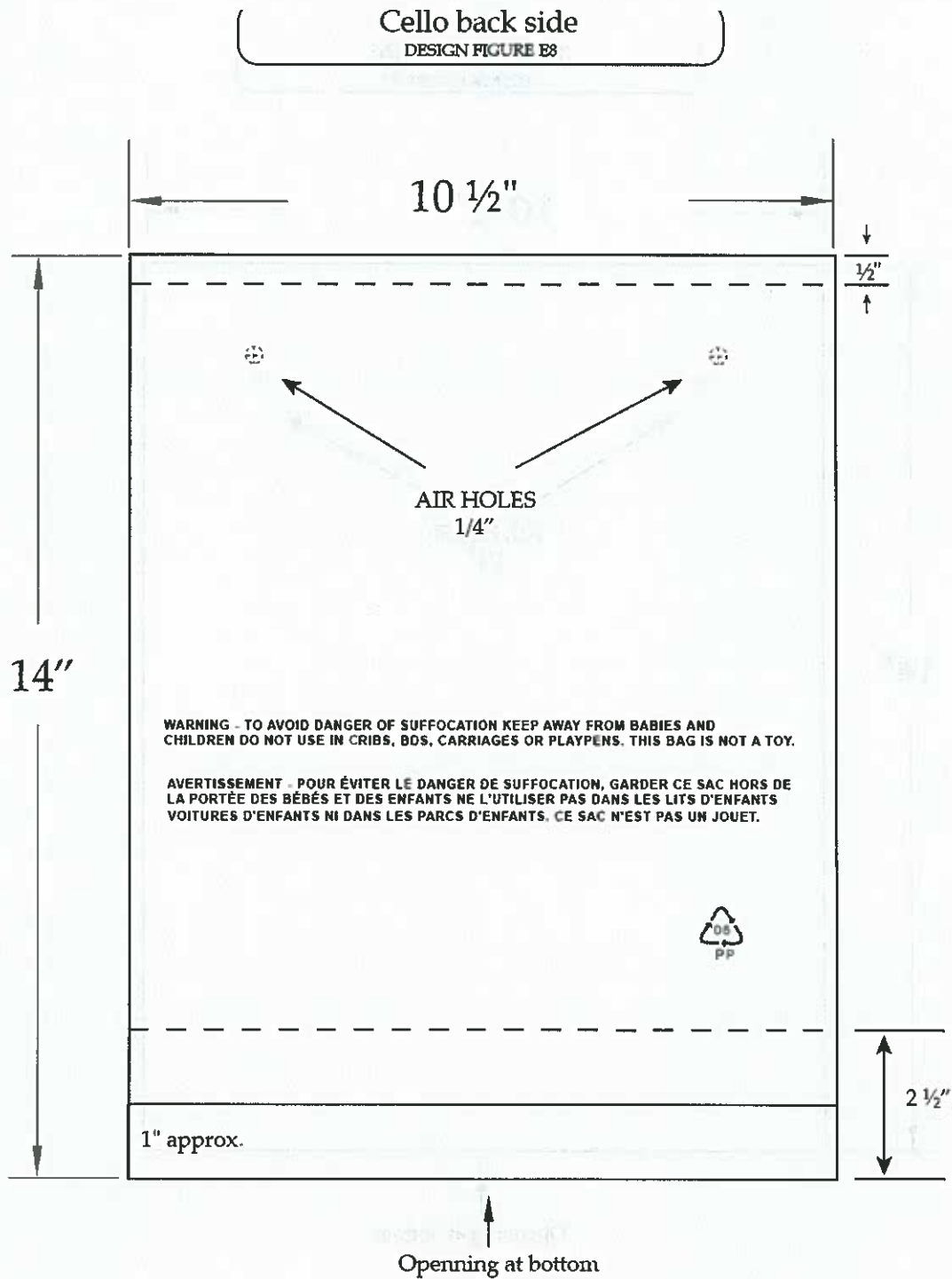


Crest and strap positioning

DESIGN FIGURE E6







Packing specification

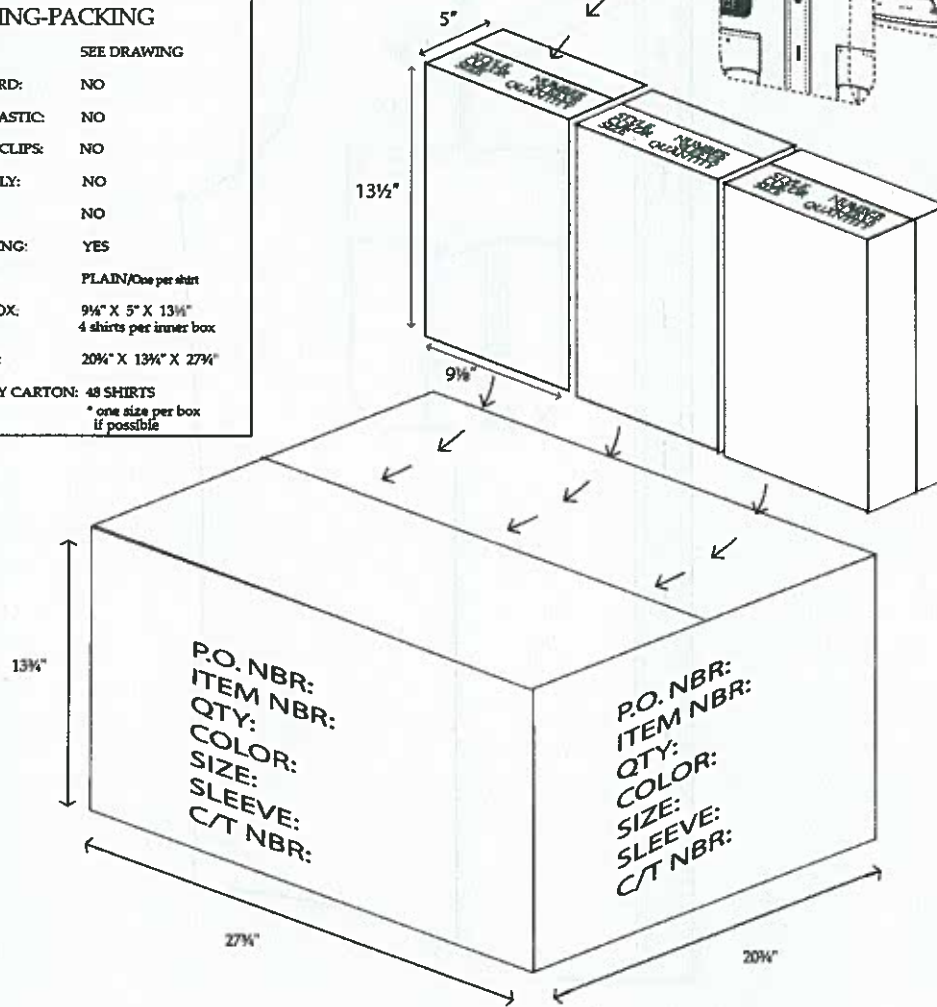
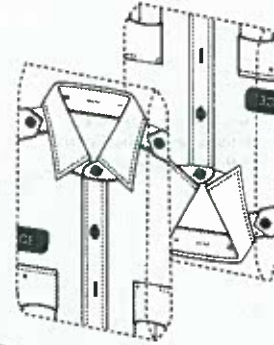
DESIGN FIGURE E9

For all styles, shirts
should be upside
down 4 shirts
per inner box

FOLDING-PACKING

FOLD:	SEE DRAWING
CARDBORD:	NO
NECK PLASTIC:	NO
PLASTIC CLIPS:	NO
BUTTERFLY:	NO
PINS:	NO
BUTTONING:	YES
CELLO:	PLAIN/One per shirt
INNER BOX:	9 1/4" X 5" X 13 1/4" 4 shirts per inner box
CARTON:	20 1/4" X 13 1/4" X 27 1/4"
SHIRTS BY CARTON:	48 SHIRTS * one size per box if possible

3 rows of 4 inner boxes
stand up with
description on top

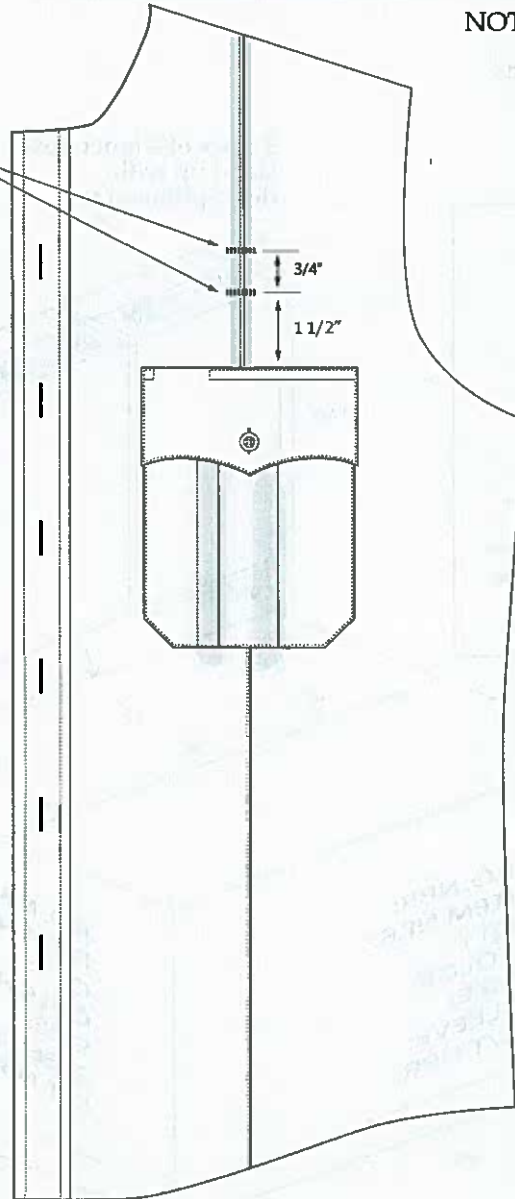


Option: Badge attachment

DESIGN FIGURE E10

NOTE: LEFT FRONT

Two stitched fake holes
on the crease vertically with
reinforced fabric piece.



SIZING CHART I-A: UNIFORM DRESS SHIRTS (MEN'S UNIFORM DRESS SHIRT – FINISHED GARMENT)

A computerized cutting process is required during the cutting of the Garments. This can be performed by either laser or knife. Manually cutting of patterns is not permitted. Maximum tolerance on overall finished Garments is 1/16 inch.

****NOTE: All table dimensions are in inches****

SHIRT NECK	TOLERANCE	14 ½	15	15 ½	16	16 ½	17	17 ½	18	18 ½	19-19 ½	20-20 ½
SHIRT SIZE												
1 NECK CIRCUMFERENCE	+/- 1/8	14 7/8	15 3/8	15 7/8	16 3/8	16 7/8	17 3/8	17 7/8	18 3/8	18 7/8	19 7/8	21 1/8
2 CHEST CIRCUMFERENCE	+/- 1/2	43	45	47	49	51	53	55	57	59	63	67
3 WAIST CIRCUMFERENCE	+/- 1/2	41	43	45	47	49	51	53	55	57	61	65
4 HIP CIRCUMFERENCE	+/- 1/2	42	44	46	48	50	52	54	56	58	62	66
5 BACK LENGTH REGULAR	+/- 1/4	32	32	32	32 1/2	32 1/2	N/A	N/A	N/A	N/A	N/A	N/A
6 BACK LENGTH "TALL"	+/- 1/4	34	34	34	34 ½	34 ½	35	35	35	35	35	35
7 ARMHOLE CIRC.	+/- 1/2	20	20 1/2	21	21 1/2	22	22 1/2	23	23 1/2	24	25	26
8 ACROSS BACK WIDTH	+/- 1/4	17 1/2	18	18 1/2	19	19 1/2	20	20 1/2	21	21 1/2	22 1/2	23 1/2
9 L.S. LENGTH	+/- 3/8	AS PER PO										
10 FINISH CUFF LENGTH	+/- 1/8	9 1/2	10	10	10 1/2	10 1/2	11	11	11 3/8	11 3/8	11 3/8	12
11 CUFF OPENING CIRC.	+/- 1/8	8 5/8	9 1/8	9 1/8	9 5/8	9 5/8	10 1/8	10 1/8	10 1/2	10 1/2	10 1/2	10 1/2
12 ALL SIZES		CUFF WIDTH: 2 ½" +/- 1/8 FACING OPENING: 5" +/- 1/4										
13 ALL SIZES		COLLAR POINT LENGTH: 3" COLLAR BAND HEIGHT: 1 3/8" COLLAR HEIGHT: 2"										
14 S.S. LENGTH ONLY	+/- 3/8	10 ALL SIZES										
15 S.S. CIRCUMFERENCE	+/- 3/8	14 3/4	15 1/8	15 1/2	15 7/8	16 1/4	16 5/8	17	17 3/8	17 3/4	18 1/2	19 1/4
16 PLEAT DISTANCE	+/- 1/16	8 1/8	8 1/4	8 3/8	8 1/2	8 5/8	8 3/4	8 7/8	6	6 1/8	6 3/8	6 5/8
17 COLLAR LENGTH (BASE)	+/- 1/8	14 1/2	15	15 1/2	16	16 1/2	17	17 1/2	18	18 1/2	19 1/2	20 1/2
18 YOKE HEIGHT	+/- 1/8	ALL SIZES										

- (1) All long sleeve lengths will be consolidated, i.e., 29-30, 31-32, 33-34, 35-36, 37-38, and will be indicated on the Purchase Order by the Ministry.
 - (2) All long sleeve shirts with a sleeve length of 35" and longer must have "tall back length".
 - (3) All shirt sizes with a 17" neck and up must have "tall back length".
 - (4) TALL SIZES: For all shirts size 17 and larger, add 2" to length of shirt body and add an additional button to the front placket
 - (5) All neck sizes of 19" and higher will be consolidated i.e. 19-19 ½, 20-20 ½, etc.
 - (6) Note on inside of shirt collar both neck and shirt sizes are to be imprinted.
- IMPORTANT: ALL TABLE DIMENSIONS ARE IN INCHES.**

SIZING CHART I-B: UNIFORM DRESS SHIRTS **WOMEN'S UNIFORM DRESS SHIRT – FINISHED GARMENT**

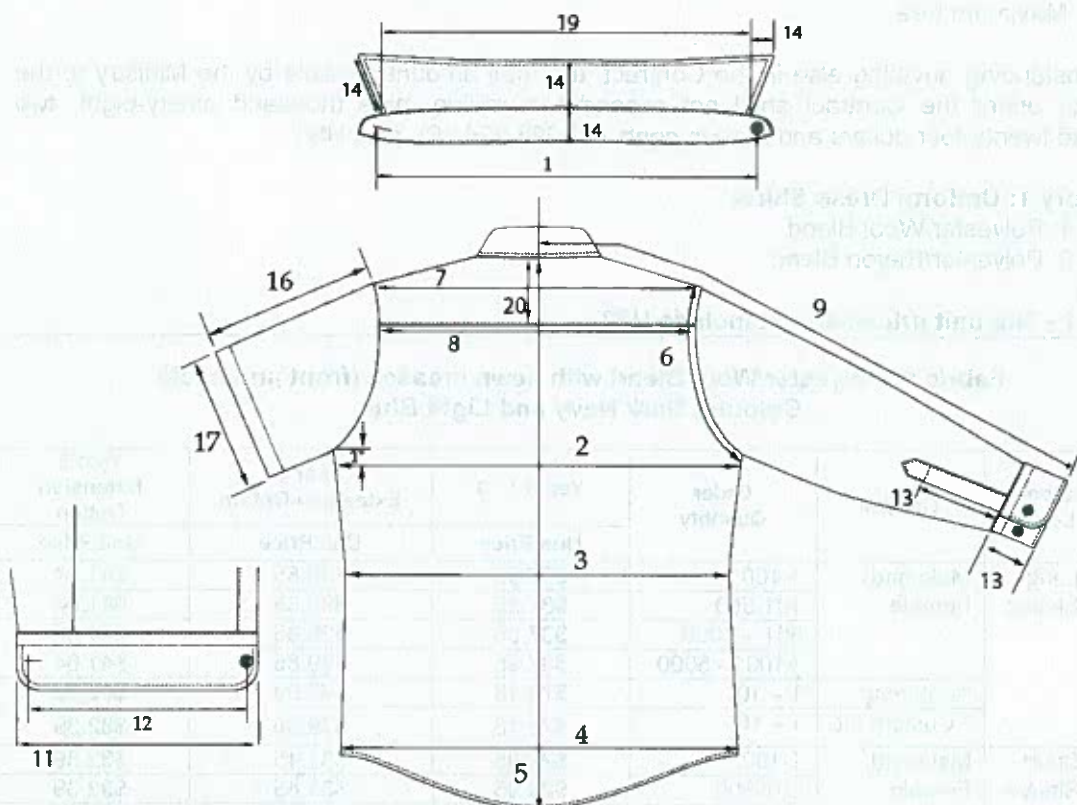
A computerized cutting process is required during the cutting of the Garments. This can be performed by either laser or knife. Manually cutting of patterns is not permitted. Maximum tolerance on overall finished Garments is 1/16 inch.

NOTE: All table dimensions are in inches

	SHIRT NECK	TOLERANCE	12-12 1/2	13-13 1/2	14-14 1/2	15-15 1/2	16-16 1/2	17-17 1/2	18-18 1/2
	SHIRT SIZE		30	34	38	42	46	50	54
	CHEST SIZE		34-36	38	40	42	44	46	48
1	Neck Circumference	+/- 1/16	12 7/8	13 7/8	14 7/8	15 7/8	16 7/8	17 7/8	18 7/8
2	Chest Circumference	+/- 1/2	42	44	46	48	50	52	54
3	Waist Circumference	+/- 1/2	40	42	44	46	48	50	52
4	Hip Circumference	+/- 1/2	42	44	46	48	50	52	54
5	Back Length "Reg"	+/- 1/16	28	28	29	30	30	N/A	N/A
6	Back Length "Tall"	+/- 1/4	30	30	31	32	32	32	32
7	Armhole Circ.	+/- 1/2	20 1/2	21	21 1/2	22	22 1/2	23	23 1/2
8	Across Back Width	+/- 1/4	16	16 1/2	17	17 1/2	18	18 1/2	19
9	L.S. Length	+ 3/8	AS PER PO						
10	Finish Cuff Length	+/- 1/8	8 1/2	9	9 1/2	10	10 1/2	11	11 3/8
11	Cuff Opening Circ.	+/- 1/8	7 5/8	8 1/8	8 5/8	9 1/8	9 5/8	10 1/8	10 1/2
12	All Sizes		CUFF WIDTH: 2 1/4" +/- 1/8 FACING OPENING: 4" +/- 1/4						
13	All Sizes	+/- 1/16	COLLAR POINT LENGTH: 3" COLLAR BAND HEIGHT: 1 3/8" COLLAR HEIGHT: 2"						
14	S.S. Length Only	+/- 3/8	8 5/8 ALL SIZES						
15	S.S. Circumference	+/- 3/8	14 1/2	15	15 1/2	16	16 1/2	17	17 1/2
16	Pleat Distance		4 1/8	4 1/4	4 3/8	4 1/2	4 5/8	4 3/4	4 7/8
17	Collar Length (Base)	+/- 1/8	12 1/2	13 1/2	14 1/2	15 1/2	16 1/2	17 1/2	18 1/2
18	Yoke Height	+/- 1/8	3 5/8 ALL SIZES						

- (1) All long sleeve lengths will be consolidated i.e. 27-28, 29-30, 31-32, 33-34, 35-36 and will be indicated on the Purchase Order by the Ministry.
 - (2) All long sleeve shirts with a sleeve length of 35" and longer must have "tall back length".
 - (3) All shirt sizes with a neck of 17" and up must have "tall back length".
 - (4) TALL SIZES: For all shirts size 17 and larger, add 2" to length of shirt body.
 - (5) Note on inside of shirt collar both neck and shirt sizes are to be imprinted.
- IMPORTANT: ALL TABLE DIMENSIONS ARE IN INCHES

Shirt measurement method



SHIRT MUST BE MEASURED FLAT TO AVOID PLEATS.

- 1) NECKLINE : From center button to the end of buttonhole (cut)
- 2) CHEST : 1" below armholes, 2x #2
- 3) WAIST : 2x #3
- 4) HIPS : straight line 2x #4
- 5) CENTER BACK LENGTH: From neckline to hem
- 6) ARMHOLE CIRC.: Follow the seam all around
- 7) ACROSS SHOULDER: from shoulder point to shoulder point
- 8) ACROSS BACK WIDTH: measured at the narrowest point between the armholes seams
- 9) SLEEVE LENGTH : From center back neck to the end of cuff
- 11) FINISH CUFF LENGTH: from seam to seam in a straight line
- 12) CUFF OPENING CIRC.: from center button to end of buttonhole cut
- 13) ALL SIZES : CUFF WIDTH: bottom seam to top seam. FACING OPENING (sleeve): cuff seam to end of opening
- 14) ALL SIZES : COLLAR POINT LENGTH- COLLAR BAND HEIGHT- COLLAR HEIGHT- COLLAR POINT ANGLE
- 16) SHORT SLEEVE LENGTH: from shoulder seam to the hem
- 17) SLEEVE OPENING (short sleeve) : 2x #17
- 19) COLLAR LENGTH (BASE): In a straight line, at base of collar, from seam to seam
- 20) YOKE HEIGHT: from neck seam to yoke seam

B. Rates and Reimbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Ministry to the Supplier under the Contract shall not exceed two million, nine thousand ninety-eight, two hundred twenty-four dollars and sixteen cents (\$2,998,224.16), plus HST.

Category 1: Uniform Dress Shirts

Fabric 1: Polyester/Wool Blend

Fabric 2: Polyester/Rayon Blend

Table 1 - The unit prices do not include HST.

Fabric 1: Polyester/Wool Blend with sewn creases (front and back) Colours: Dark Navy and Light Blue						
Item #	Sleeve Length	Gender	Order Quantity	Years 1 - 3	Year 4 Extension Option	Year 5 Extension Option
				Unit Price	Unit Price	Unit Price
1	Long Sleeve	Male and Female	1-100	\$37.95	\$39.85	\$41.04
			101-500	\$37.95	\$39.85	\$41.04
			501 – 1000	\$37.95	\$39.85	\$41.04
			†1001 - 5000	\$37.95	\$39.85	\$41.04
		*Maternity	1 – 10	\$76.18	\$79.99	\$82.39
		* Custom Fit	1 – 10	\$76.18	\$79.99	\$82.39
2	Short Sleeve	Male and Female	1-100	\$29.95	\$31.45	\$32.39
			101-500	\$29.95	\$31.45	\$32.39
			501 – 1000	\$29.95	\$31.45	\$32.39
			†1001 - 5000	\$29.95	\$31.45	\$32.39
		*Maternity	1 -10	\$59.50	\$62.48	\$64.35
		*Custom Fit	1 - 10	\$59.50	\$62.48	\$64.35
Fabric 2: Polyester/Rayon Blend with sewn creases (front and back) Colours: White, Dark Navy and Light Blue						
Item #	Sleeve Length	Gender	Order Quantity	Years 1 - 3	Year 4 Extension Option	Year 5 Extension Option
				Unit Price	Unit Price	Unit Price
3	Long Sleeve	Male and Female	1-100	\$29.95	\$31.45	\$32.39
			101-500	\$29.95	\$31.45	\$32.39
			†501 – 1000	\$29.95	\$31.45	\$32.39
			1001 - 2500	\$29.95	\$31.45	\$32.39
		*Maternity	1 – 10	\$59.70	\$62.69	\$64.57
		*Custom Fit	1 -10	\$59.70	\$62.69	\$64.57
4	Short Sleeve	Male and Female	1-100	\$24.95	\$26.20	\$26.98
			101-500	\$24.95	\$26.20	\$26.98
			†501 – 1000	\$24.95	\$26.20	\$26.98
			1001 - 2500	\$24.95	\$26.20	\$26.98

	*Maternity	1 - 10	\$50.25	\$52.76	\$54.34
	* Custom Fit	1 - 10	\$50.25	\$52.76	\$54.34

† The Ministry's typical purchase order quantity

*Annual estimated usage is not available, Ministry will order as required.

Table 2 - Optional Features - The unit prices do not include HST.

Item #	Features	Unit Price		
		Years 1 to 3	Year 4 – Extension Option	Year 5 – Extension Option
1	4 x 10 Billboard sewn on back of shirt	\$5.00	\$5.25	\$5.41
2	3M Model 9910 Stripe – 1" stripe around both sleeves (short sleeve shirt only)	\$12.00	\$12.60	\$12.98

Category 2: Uniform Dress Shirts

Fabric: Polyester Moisture Wicking (Coolmax® Extreme or Equivalent)

Table C3 - The unit prices do not include HST.

Fabric: Polyester Moisture Wicking (Coolmax® Extreme or Equivalent) with sewn creases (front and back) Colour: Dark Navy						
Item #	Sleeve Length	Gender	Order Quantity	Years 1 - 3	Year 4 Extension Option	Year 5 Extension Option
				Unit Price	Unit Price	Unit Price
1	Short Sleeve	Male	1-100	\$17.95	\$18.85	\$19.41
			†101-500	\$17.95	\$18.85	\$19.41
		*Custom Fit	1 - 10	\$35.85	\$37.64	\$38.77

† The Ministry's typical purchase order quantity

*Annual estimated usage is not available, Ministry will order as required

Table 4 - Optional Features - The unit prices do not include HST.

Item #	Features	Unit Price		
		Years 1 to 3	Year 4 – Extension Option	Year 5 – Extension Option
1	4 x 10 Billboard sewn on back of shirt	\$5.00	\$5.25	\$5.41
2	3M Model 9910 Stripe – 1" stripe around both sleeves (short sleeve shirt only)	\$12.00	\$12.60	\$12.98

Category	Item	Price	Quantity	Total
Category 1	Item 1	\$10.00	10	\$100.00
Category 2	Item 2	\$20.00	5	\$100.00
Category 3	Item 3	\$30.00	3	\$90.00
Category 4	Item 4	\$40.00	2	\$80.00
Category 5	Item 5	\$50.00	1	\$50.00
Category 6	Item 6	\$60.00	1	\$60.00
Category 7	Item 7	\$70.00	1	\$70.00
Category 8	Item 8	\$80.00	1	\$80.00
Category 9	Item 9	\$90.00	1	\$90.00
Category 10	Item 10	\$100.00	1	\$100.00

Category	Item	Price	Quantity	Total
Category 1	Item 1	\$10.00	10	\$100.00
Category 2	Item 2	\$20.00	5	\$100.00
Category 3	Item 3	\$30.00	3	\$90.00
Category 4	Item 4	\$40.00	2	\$80.00
Category 5	Item 5	\$50.00	1	\$50.00
Category 6	Item 6	\$60.00	1	\$60.00
Category 7	Item 7	\$70.00	1	\$70.00
Category 8	Item 8	\$80.00	1	\$80.00
Category 9	Item 9	\$90.00	1	\$90.00
Category 10	Item 10	\$100.00	1	\$100.00

Category	Item	Price	Quantity	Total
Category 1	Item 1	\$10.00	10	\$100.00
Category 2	Item 2	\$20.00	5	\$100.00
Category 3	Item 3	\$30.00	3	\$90.00
Category 4	Item 4	\$40.00	2	\$80.00
Category 5	Item 5	\$50.00	1	\$50.00
Category 6	Item 6	\$60.00	1	\$60.00
Category 7	Item 7	\$70.00	1	\$70.00
Category 8	Item 8	\$80.00	1	\$80.00
Category 9	Item 9	\$90.00	1	\$90.00
Category 10	Item 10	\$100.00	1	\$100.00

Category	Item	Price	Quantity	Total
Category 1	Item 1	\$10.00	10	\$100.00
Category 2	Item 2	\$20.00	5	\$100.00
Category 3	Item 3	\$30.00	3	\$90.00
Category 4	Item 4	\$40.00	2	\$80.00
Category 5	Item 5	\$50.00	1	\$50.00
Category 6	Item 6	\$60.00	1	\$60.00
Category 7	Item 7	\$70.00	1	\$70.00
Category 8	Item 8	\$80.00	1	\$80.00
Category 9	Item 9	\$90.00	1	\$90.00
Category 10	Item 10	\$100.00	1	\$100.00



Agreement No: MIN-0058

Between

**HER MAJESTY THE QUEEN
In right of Ontario as represented by
the Minister of Community Safety and Correctional Services**

and

The Uniform Group Inc.

For

Supply and Delivery of

Uniform Dress Shirts

and

Cargo Pants and Shorts

Category 3: Cargo Pants and Shorts

Fabric 1: Polyester/Wool/Lyrcra Blend

Fabric 2: Polyester/Rayon Blend

Agreement Index

Article 1 - Interpretation and General Provisions

- 1.01 Defined Terms
- 1.02 No Indemnities from Ministry
- 1.03 Entire Agreement
- 1.04 Severability
- 1.05 Interpretive Value of Contract Documents
- 1.06 Interpretive Value of Headings
- 1.07 Force Majeure
- 1.08 Notices by Prescribed Means
- 1.09 Governing Law
- 1.10 Currency

Article 2 - Nature of Relationship Between Ministry and Supplier

- 2.01 Supplier's Power to Contract
- 2.02 Representatives May Bind Parties
- 2.03 Supplier Not a Partner, Agent or Employee
- 2.04 Responsibility of Supplier
- 2.05 No Subcontracting or Assignment
- 2.06 Duty to Disclose Change of Control
- 2.07 Conflict of Interest
- 2.08 Contract Binding

Article 3 - Performance by Supplier

- 3.01 Commencement of Performance
- 3.02 Performance and Goods Warranty
- 3.03 Use and Access Restrictions
- 3.04 Notification by Supplier to Ministry
- 3.05 Condonation Not a Waiver
- 3.06 Changes By Written Amendment Only
- 3.07 Supplier to Comply with Reasonable Change Requests
- 3.08 Pricing for Requested Changes
- 3.09 Non-Exclusive Contract, Work Volumes
- 3.10 Performance by Specified Individuals Only
- 3.11 Accessibility Requirements
- 3.12 Ministry Rights and Remedies & Supplier Obligations Not Limited to Contract

Article 4 - Payment for Performance and Audit

- 4.01 Payment According to Contract Rates
- 4.02 Default Billing and Payment Process
- 4.03 Hold Back or Set Off
- 4.04 No Expenses or Additional Charges
- 4.05 Payment of and Collection of Taxes and Duties
- 4.06 Withholding Tax
- 4.07 Interest on Late Payment

- 4.08 Document Retention and Audit

Article 5 - Confidentiality and FIPPA

- 5.01 Confidentiality and Promotion Restrictions
- 5.02 OPS Confidential Information
- 5.03 Restrictions on Copying
- 5.04 Injunctive and Other Relief
- 5.05 Notice and Protective Order
- 5.06 FIPPA Records and Compliance
- 5.07 Survival

Article 6 - Intellectual Property

- 6.01 Ministry Intellectual Property
- 6.02 Supplier Intellectual Property
- 6.03 Supplier Representation and Warranty Regarding Intellectual Property
- 6.04 No Use of Ontario Government Insignia
- 6.05 Ministry May Prescribe Further Compliance
- 6.06 Survival

Article 7 - Indemnity and Insurance

- 7.01 Supplier Indemnity
- 7.02 Supplier's Insurance
- 7.03 Proof of Insurance
- 7.04 Proof of W.S.I.A. Coverage
- 7.05 Supplier Participation in Proceedings

Article 8- Termination, Expiry and Extension

- 8.01 Immediate Termination of Contract
- 8.02 Dispute Resolution by Rectification Notice
- 8.03 Termination on Notice
- 8.04 Termination for Non-Appropriation
- 8.05 Supplier's Obligations on Termination
- 8.06 Supplier's Payment Upon Termination
- 8.07 Termination in Addition to other Rights
- 8.08 Expiry and Extension of Contract

Article 9 - Security Clearance Checks

- 9.01 Definition
- 9.02 Requirement and Renewal
- 9.03 Written Consent
- 9.04 Changes
- 9.05 Default under Agreement

Article 10 - Delivery and Inspection of Deliverables

- 10.01 Delivery Required Date
- 10.02 Delivery
- 10.03 Unloading
- 10.04 Right to Inspection of Deliverables
- 10.05 Failure to Pass Inspection
- 10.06 Supplier's Duty on Rejection
- 10.07 Passing of Title and Risk

Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions)

Agreement

This Agreement (the "Agreement"), made in triplicate, for the Supply and Delivery of Cargo Pants and Shorts, Category 3, is effective as of December 1, 2014 ("Effective Date"),

Between:

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety
and Correctional Services**

(referred to as the "Ministry")

And:

The Uniform Group Inc.

(referred to as the "Supplier")

In consideration of their respective agreements set out below, the parties covenant and agree as follows:

Article 1 – Interpretation and General Provisions

1.01 Defined Terms

When used in the Agreement, the following words or expressions have the following meanings:

"AATCC" means American Association of Textile Chemists and Colourists;

"Accredited Independent Testing Facility" means a testing facility that is certified by an institute or professional association to do testing and provide test results using that institute's or professional association's specifications, test methods and standards. For the testing facility to be independent, neither the institute or professional association nor the Proponent must have a financial interest in it;

"ASTM" means American Standard and Testing Methods;

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

"Business Day" means any working day, Monday to Friday inclusive, but excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day which the Ministry has elected to be closed for business;

CAN" means Canadian Textile Mills;

"CGSB" means Canadian General Standards Board;

"CSA" means Canadian Standards Association;

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having or having access to information in the preparation of its proposal that is confidential to the Crown and not available to other Proponents; (ii) communicating with any person with a view to influencing preferred treatment in the RFP process including the giving of a benefit of any kind, by or on behalf of the Proponent to anyone employed by, or otherwise connected with, the Ministry; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive RFP process and render that process non-competitive and unfair; or

- (b) in relation to the performance of its contractual obligations in a Crown contract, 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;

"Contract" means the aggregate of: (a) the Agreement, including Schedule 1 (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; (b) the RFP, including any addenda; (c) the Proposal; and (d) any amendments executed in accordance with the terms of the Agreement;

"Deliverables" and **"Deliverable"** means everything developed for or provided to the Ministry in the course of performing under the Contract or agreed to be provided to the Ministry under the Contract by the Supplier or the Supplier's Personnel, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided;

"Expiry Date" means November 30, 2017 or, if the original term is extended, the final date of the extended term;

"FIPPA" means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended;

"Fiscal Year" means the period running from April 1 in one calendar year to, and including, March 31 in the next calendar year;

"FOB Destination" means that the Supplier shall be solely responsible for the delivery and condition of the Deliverables at the Ministry's ship-to location/loading dock as-and-when required throughout the Term of the Agreement to any facility locations within the Province of Ontario free of charge;

"Garment(s)" means any article among the Deliverables including the cargo pants and shorts as described in this Agreement;

"Goods" means any item of tangible personal property or computer software related thereto as further defined, but not limited by Schedule 1, and includes:

- (i) deeds and instruments relating to or evidencing the title or right to such personal property, or a right to recover or receive such property; and,
- (ii) items of tangible personal property that are intended for installation as a fixture or otherwise for incorporation into land, a building or structure;

and **"Good"** means any one of the Goods;

"Indemnified Parties" means each of the following and their directors, officers, advisors, agents, appointees and employees: Ontario and the members of the Executive Council of Ontario;

"Industry Standards" include, but are not limited to (a) the provision of any and all labour, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Ontario and; (b) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by Her Majesty the Queen in right of Ontario;

"Intellectual Property" means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity;

"Losses" means liabilities, costs, damages and expenses (including legal, expert and consulting fees);

"Mill" means the manufacturer of the raw goods;

"Ministry Address" and **"Ministry Representative"** mean:

Ministry of Community Safety & Correctional Services
Corporate Services Division
Procurement and Business Improvement Branch
25 Grosvenor St., 9th Floor, Toronto

Brad Doig, CPA, CMA
Procurement Analyst
Phone: (416) 327-1881
Email: Bradley.Doig@ontario.ca

"OFM" means the Ontario Fire Marshal;

"Ontario" means Her Majesty the Queen in right of Ontario;

"Ontario Public Service" and **"OPS"** means the entities listed under the heading Ontario Public Sector on the Ministry of Government Services Internet site, as amended from time to time.

"OPP" means the Ontario Provincial Police;

"OPS Confidential Information" means all information of the Ontario Public Service that is of a confidential nature, including all confidential information in the custody or control of the OPS, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Supplier in connection with the Agreement. For greater certainty, OPS Confidential Information shall:

(a) include: (i) all new information derived at any time from any such information whether created by the OPS, the Supplier or any third-party; (ii) all information (including Personal Information) that the OPS is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but

(b) not include information that: (i) is or becomes generally available to the public without fault or breach on the part of the Supplier of any duty of confidentiality owed by the Supplier to the OPS or to any third-party; (ii) the Supplier can demonstrate to have been rightfully obtained by the Supplier, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Supplier free of any obligation of confidence; (iii) the Supplier can demonstrate to have been rightfully known to or in the possession of the Supplier at the time of disclosure, free of any obligation of confidence when disclosed; or (iv) is independently developed by the Supplier; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law;

"Person" if the context allows, includes any individuals, firms, partnerships or corporations or any combination thereof;

"Personal Information" means recorded information about an identifiable individual or that may identify an individual;

"Proceeding" means any action, claim, demand, lawsuit, or other proceeding;

"Proposal" means all the documentation submitted by the Supplier in response to the RFP;

"Province of Ontario Police Service" or **"POPS"** means any police service within the Province of Ontario, including any First Nations Police Service;

"Rates" and **"Rate"** means the applicable price, in Canadian funds, to be charged for the applicable Deliverables, as set out in Section B of Schedule 1, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (a) all applicable customs, duties and taxes (except for the harmonized sales tax, which is to be itemized separately on the Supplier's invoices); (b) all

labour and material costs; (c) all travel and carriage costs; (d) all permit, licence (including licences for the purposes of importing) and approval costs (e) all insurance costs; and (f) all other overhead including any fees or other charges required by law;

"Record", for the purposes of the Contract, means any recorded information in the custody or control of the Ministry, including any Personal Information, in any form: (a) provided by the Ministry to the Supplier, or provided by the Supplier to the Ministry, for the purposes of the Contract; or (b) created by the Supplier in the performance of the Contract;

"Requirements of Law" mean (i) all applicable requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all Authorities; and, (ii) all local laws governing labour and working conditions that are applicable in the jurisdictions where the Deliverables are manufactured or assembled, that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them;

"RFP" means the Request for Proposals dated July 4, 2014 for Supply and Delivery of Uniform Dress Shirts and Cargo Pants and Shorts, reference number MIN 0058 issued by the Ministry for the Deliverables and any addenda to it;

"Subcontractors" means in the case of each party, any contractor of that party or any of its subcontractors at any tier of subcontracting;

"Supplier Address" and "Supplier Representative" mean:

The Uniform Group Inc.
2141 McCowan Road
Toronto, ON
M1S 3Y6

Joe Vaccari, President
Phone #: 416 335-0143
Fax #: 416 335 0147
Email: jvaccari@theuniformgroup.com

"Supplier's Intellectual Property" means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract;

"Supplier's Personnel" includes the directors, officers, employees, agents, partners, affiliates volunteers or Subcontractors of the Supplier;

"Term" means the period of time from the Effective Date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms;

"Third-Party Intellectual Property" means any Intellectual Property owned by a party other than Her Majesty the Queen in right of Ontario or the Supplier.

1.02 No Indemnities from Ministry

Notwithstanding anything else in the Contract, any express or implied reference in any document (including subcontracts) related to the Deliverables under the Contract, to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of the Agreement or at any time during the Term, shall be void and of no legal effect.

1.03 Entire Agreement

The Contract embodies the entire agreement between the parties with regard to the provision of Deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the Deliverables, existing between the parties at the date of execution of the Agreement.

1.04 Severability

If any term or condition of the Contract, or the application thereof to the parties or to any Persons or circumstances, is to any extent invalid or unenforceable, the remainder of the Contract, and the application

of such term or condition to the parties, Persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

1.05 Interpretive Value of Contract Documents

In the event of a conflict or inconsistency in any provisions in the Contract: (a) the main body of the Agreement shall govern over the Schedules to the Agreement; (b) the Agreement (including its Schedules) shall govern over the RFP and the Proposal; and (c) the RFP shall govern over the Proposal.

1.06 Interpretive Value of Headings

The headings in the Contract are for convenience of reference only and in no manner modify, interpret or construe the Contract.

1.07 Force Majeure

Neither party shall be liable for damages caused by delay or failure to perform its obligations under the Contract where such delay or failure is caused by an event beyond its reasonable control. The parties agree that an event shall not be considered beyond one's reasonable control if a reasonable business person applying due diligence in the same or similar circumstances under the same or similar obligations as those contained in the Contract would have put in place contingency plans to either materially mitigate or negate the effects of such event. Without limiting the generality of the foregoing, the parties agree that force majeure events shall include natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Contract due to a force majeure event, that party shall immediately notify the other party of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance. If the anticipated or actual delay or non-performance exceeds fifteen (15) Business Days, the other party may immediately terminate the Contract by giving notice of termination and such termination shall be in addition to the other rights and remedies of the terminating party under the Contract, at law or in equity.

1.08 Notices by Prescribed Means

Notices shall be in writing and shall be delivered by postage-prepaid envelope, personal delivery, email or facsimile and shall be addressed to, respectively, the Ministry Address to the attention of the Ministry Representative and to the Supplier Address to the attention of the Supplier Representative. Notices shall be deemed to have been given: (a) in the case of postage-prepaid envelope, five (5) Business Days after such notice is mailed; or (b) in the case of personal delivery, email or facsimile one (1) Business Day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery, email or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices may only be provided by the methods contemplated in this section.

1.09 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.10 Currency

All references to currency in the Agreement shall be to Canadian dollars.

Article 2 – Nature of Relationship Between Ministry and Supplier

2.01 Supplier's Power to Contract

The Supplier represents and warrants that it has the full right and power to enter into the Contract and there is no agreement with any other Person, which would in any way interfere with the rights of the Ministry under the Contract.

2.02 Representatives May Bind the Parties

The parties represent that their respective representatives have the authority to legally bind them to the extent permissible by the Requirements of Law.

2.03 Supplier Not a Partner, Agent or Employee

The Supplier shall have no power or authority to bind the Ministry or to assume or create any obligation or responsibility, express or implied, on behalf of the Ministry. The Supplier shall not hold itself out as an agent, partner or employee of the Ministry. Nothing in the Contract shall have the effect of creating an employment, partnership or agency relationship between the Ministry and the Supplier (or any of the

Supplier's Personnel) or constitute an appointment under the *Public Service of Ontario Act, 2006, S.O. 2006, c. 35, Schedule A*, as amended.

2.04 Responsibility of Supplier

The Supplier agrees that it is liable for its acts and those of the Supplier's Personnel. This section is in addition to any and all of the Supplier's liabilities under the Contract and under the general application of law. The Supplier shall advise these individuals and entities of their obligations under the Contract and shall ensure their compliance with the applicable terms of the Contract. This section shall survive the termination or expiry of the Contract.

2.05 No Subcontracting or Assignment

The Supplier shall not subcontract or assign the whole or any part of the Contract or any monies due under it without the prior written consent of the Ministry. Such consent shall be in the sole discretion of the Ministry and subject to the terms and conditions that may be imposed by the Ministry. Without limiting the generality of the conditions which the Ministry may require prior to consenting to the Supplier's use of a Subcontractor, every contract entered into by the Supplier with a Subcontractor shall adopt all of the terms and conditions of the Contract as far as applicable to those parts of the Deliverables provided by the Subcontractor. Nothing contained in the Contract shall create a contractual relationship between the Supplier's Personnel and the Ministry.

2.06 Duty to Disclose Change of Control

In the event that the Supplier undergoes a change in control the Supplier shall immediately disclose such change in control to the Ministry and shall comply with any terms and conditions subsequently prescribed by the Ministry resulting from the disclosure.

2.07 Conflict of Interest

The Supplier shall: (a) avoid any Conflict of Interest in the performance of its contractual obligations; (b) disclose to the Ministry without delay any actual or potential Conflict of Interest that arises during the performance of its contractual obligations; and (c) comply with any requirements prescribed by the Ministry to resolve any Conflict of Interest. In addition to all other contractual rights or rights available at law or in equity, the Ministry may immediately terminate the Contract upon giving notice to the Supplier where: (a) the Supplier fails to disclose an actual or potential Conflict of Interest; (b) the Supplier fails to comply with any requirements prescribed by the Ministry to resolve a Conflict of Interest; or (c) the Supplier's Conflict of Interest cannot be resolved. This section shall survive any termination or expiry of the Contract.

2.08 Contract Binding

The Contract shall enure to the benefit of and be binding upon the parties and their successors, executors, administrators and their permitted assigns.

Article 3 – Performance by Supplier

3.01 Commencement of Performance

The Supplier shall commence performance upon receipt of written instructions from the Ministry.

3.02 Performance and Goods Warranty

(a) The Supplier hereby represents and warrants that the Deliverables shall be provided fully and diligently in a professional and competent manner by Persons qualified and skilled in their occupations and furthermore that all Deliverables will be provided in accordance with: (a) the Contract; (b) Industry Standards; and (c) Requirements of Law. If any of the Deliverables, in the opinion of the Ministry, are inadequately provided or require corrections, the Supplier shall forthwith make the necessary corrections at its own expense as specified by the Ministry in a rectification notice issued pursuant to Section 8.02.

(b) The Supplier represents and warrants that all goods and all materials incorporated into those goods shall meet or surpass the specifications set out in the Contract and shall be free from liens or other encumbrances on title, and shall be fit for the purposes disclosed by the Ministry to the Supplier in the RFP. The Supplier shall not deviate from the specifications set out in the Contract, except as approved by the Ministry in writing. In the event that the Supplier breaches this warranty, the Ministry may elect to rescind this Agreement.

3.03 Use and Access Restrictions

The Supplier acknowledges that unless it obtains specific written preauthorization from the Ministry, any access to or use of OPS property, technology or information that is not necessary for the performance of its contractual obligations with the Ministry is strictly prohibited. The Supplier further acknowledges that the Ministry may monitor the Supplier to ensure compliance with this section. This section is in addition to and shall not limit any other obligation or restriction placed upon the Supplier.

3.04 Notification by Supplier to Ministry

During the Term, the Supplier shall advise the Ministry promptly of: (a) any contradictions, discrepancies or errors found or noted in the Contract; (b) supplementary details, instructions or directions that do not correspond with those contained in the Contract; and (c) any omissions or other faults that become evident and should be corrected in order to provide the Deliverables in accordance with the Contract and Requirements of Law.

3.05 Condonation Not a Waiver

Any failure by the Ministry to insist in one or more instances upon strict performance by the Supplier of any of the terms or conditions of the Contract shall not be construed as a waiver by the Ministry of its right to require strict performance of any such terms or conditions, and the obligations of the Supplier with respect to such performance shall continue in full force and effect.

3.06 Changes By Written Amendment Only

Any changes to the Contract shall be by written amendment signed by the parties. No changes shall be effective or shall be carried out in the absence of such an amendment.

3.07 Supplier to Comply With Reasonable Change Requests

The Ministry may, in writing, request changes to the Contract, which may include altering, adding to, or deleting any of the Deliverables. The Supplier shall comply with all reasonable Ministry change requests and the performance of such request shall be in accordance with the terms and conditions of the Contract. If the Supplier is unable to comply with the change request, it shall promptly notify the Ministry and provide reasons for such non-compliance. In any event, any such change request shall not be effective until a written amendment reflecting the change has been executed by the parties.

3.08 Pricing for Requested Changes

Where a Ministry change request includes an increase in the scope of the previously contemplated Deliverables, the Ministry shall set out, in its change request, the proposed prices for the contemplated changes. Where the Rates in effect at the time of the change request:

- (a) include pricing for the particular type of goods or services contemplated in the change request, the Supplier shall not unreasonably refuse to provide those goods or services at prices consistent with those Rates; or
- (b) are silent to the applicable price for the particular goods or services contemplated in the change request, the price shall be negotiated between the Ministry and the Supplier within a reasonable period of time;

and in any event, such change request shall not become effective until a written amendment reflecting the change has been executed by the parties.

3.09 Non-Exclusive Contract, Work Volumes

The Supplier acknowledges that it is providing the Deliverables to the Ministry on a non-exclusive basis. The Ministry makes no representation regarding the volume of goods and services required under the Contract. The Ministry reserves the right to contract with other parties for the same or similar goods and services as those provided by the Supplier and reserves the right to obtain the same or similar goods and services internally.

3.10 Performance by Specified Individuals Only

The Supplier agrees that to the extent that specific individuals are named in the Contract as being responsible for the provision of the Deliverables, only those individuals shall provide the Deliverables under the Contract. The Supplier shall not replace or substitute any of the individuals named in the Contract without the prior written approval of the Ministry, which may not arbitrarily or unreasonably be withheld. Should the Supplier require the substitution or replacement of any of the individuals named in the Contract, it is understood and agreed that any proposed replacement must possess similar or greater qualifications than

the individual named in the Contract. The Supplier shall not claim fees for any replacement individual greater than the Rates established under the Contract.

3.11 Accessibility Requirements

The Supplier's delivery of the Deliverables shall comply with all applicable requirements, specifications and standards for accessibility established in accordance with the Ontario *Human Rights Code (HRC)* R.S.O. 1990, CHAPTER H.19, the *Ontarians with Disabilities Act*, S.O. 2001, CHAPTER 32, and the *Accessibility for Ontarians with Disabilities Act*, 2005, S.O. 2005 c. 11, any regulations made thereto and any direction from the Ministry.

3.12 Ministry Rights and Remedies and Supplier Obligations Not Limited to Contract

The express rights and remedies of the Ministry and obligations of the Supplier set out in the Contract are in addition to and shall not limit any other rights and remedies available to the Ministry or any other obligations of the Supplier at law or in equity.

Article 4 – Payment for Performance and Audit

4.01 Payment According to Contract Rates

The Ministry shall, subject to the Supplier's compliance with the provisions of the Contract, pay the Supplier for the Deliverables provided at the Rates established under the Contract.

4.02 Default Billing and Payment Process

Unless the parties expressly set out an alternative billing and payment process in Schedule 1, the following process shall govern:

- (a) the Supplier shall provide the Ministry with a billing statement no later than ten (10) Business Days after each shipment of Deliverables and that billing statement shall include: (i) the reference number assigned to the Contract by the Ministry; (ii) a brief description of the Deliverables provided; and (iii) the amount owing, with taxes, if payable by the Ministry, identified as separate items;
- (b) the Ministry shall approve or reject each billing statement within fifteen (15) Business Days of receipt of the statement and in the event that the Ministry rejects the billing statement, it shall so advise the Supplier promptly in writing and the Supplier shall provide additional information as required by the Ministry to substantiate the billing statement; and
- (c) each billing statement is subject to the approval of the Ministry before any payment is released and payment shall be made within thirty (30) Business Days of such approval;

and any paragraph set out above that is not expressly replaced in Schedule 1 with an alternative provision shall remain in full force and effect.

4.03 Hold Back or Set Off

The Ministry may hold back payment or set off against payment if, in the opinion of the Ministry acting reasonably, the Supplier has failed to comply with any requirements of the Contract.

4.04 No Expenses or Additional Charges

There shall be no other charges payable by the Ministry under the Contract to the Supplier other than the Rates established under the Contract.

4.05 Payment and Collection of Taxes and Duties

The Supplier shall pay or charge and remit, as required, all applicable taxes, including excise taxes incurred by or on the Supplier's behalf with respect to the Contract.

4.06 Withholding Tax

The Ministry shall withhold any applicable withholding tax from amounts due and owing to the Supplier under the Agreement and shall remit it to the appropriate government in accordance with applicable tax laws. This section shall survive any termination or expiry of the Contract.

4.07 Interest on Late Payment

If a payment is in arrears through no fault of the Supplier, the interest charged by the Supplier, if any, for any late payment is subject to required approvals under the *Financial Administration Act*, R.S.O. 1990, c. F-12

and shall not exceed the pre-judgment interest rate established under Section 127(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C43, in effect on the date that the payment went into arrears.

4.08 Document Retention and Audit

During the Term and for seven (7) years thereafter, the Supplier shall maintain all necessary records to substantiate (a) all charges and payments under the Contract and (b) that the Deliverables were provided in accordance with the Contract and with Requirements of Law. During the Term, and for seven (7) years after the Term, the Supplier shall permit and assist the Ministry in conducting audits of the operations of the Supplier to verify (a) and (b) above. The Ministry shall provide the Supplier with at least ten (10) Business Days prior notice of its requirement for such audit. The Supplier's obligations under this section shall survive any termination or expiry of the Contract.

Article 5 – Confidentiality and Freedom of Information and Protection of Privacy Act

5.01 Confidentiality and Promotion Restrictions

Any publicity or publications related to the Contract shall be at the sole discretion of the Ministry. The Ministry may, in its sole discretion, acknowledge the Deliverables provided by the Supplier in any such publicity or publication. The Supplier shall not make use of its association with the Ministry without the prior written consent of the Ministry. Without limiting the generality of this section, the Supplier shall not, among other things, at any time directly or indirectly communicate with the media in relation to the Contract unless it has first obtained the express written authorization to do so by the Ministry.

5.02 OPS Confidential Information

During and following the Term, the Supplier shall: (a) keep all OPS Confidential Information confidential and secure; (b) limit the disclosure of OPS Confidential Information to only those of the Supplier's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized to have such disclosure; (c) not directly or indirectly disclose, destroy, exploit or use any OPS Confidential Information (except for the purpose of providing the Deliverables, or except if required by order of a court or tribunal), without first obtaining: (i) the written consent of the Ministry and (ii) in respect of any OPS Confidential Information about any third-party, the written consent of such third-party; (d) provide OPS Confidential Information to the Ministry on demand; and (e) return all OPS Confidential Information to the Ministry before the end of the Term, with no copy or portion kept by the Supplier.

5.03 Restrictions on Copying

The Supplier shall not copy any OPS Confidential Information, in whole or in part, unless copying is essential for the provision of the Deliverables. On each copy made by the Supplier, the Supplier must reproduce all notices which appear on the original.

5.04 Injunctive and Other Relief

The Supplier acknowledges that breach of any provisions of this Article may cause irreparable harm to the Ministry or to any third-party to whom the Ministry owes a duty of confidence, and that the injury to the Ministry or to any third-party may be difficult to calculate and inadequately compensable in damages. The Supplier agrees that the Ministry is entitled to obtain injunctive relief (without proving any damage sustained by it or by any third-party) or any other remedy against any actual or potential breach of the provisions of this Article.

5.05 Notice and Protective Order

If the Supplier or any of the Supplier's Personnel become legally compelled to disclose any OPS Confidential Information, the Supplier will provide the Ministry with prompt notice to that effect in order to allow the Ministry to seek one or more protective orders or other appropriate remedies to prevent or limit such disclosure, and it shall co-operate with the Ministry and its legal counsel to the fullest extent. If such protective orders or other remedies are not obtained, the Supplier will disclose only that portion of OPS Confidential Information which the Supplier is legally compelled to disclose, only to such Person or Persons to which the Supplier is legally compelled to disclose, and the Supplier shall provide notice to each such recipient (in co-operation with legal counsel for the Ministry) that such OPS Confidential Information is confidential and subject to non-disclosure on terms and conditions equal to those contained in the Agreement and, if possible, shall obtain each recipient's written agreement to receive and use such OPS Confidential Information subject to those terms and conditions.

5.06 FIPPA Records and Compliance

The Supplier and the Ministry acknowledge and agree that FIPPA applies to and governs all Records and may require the disclosure of such Records to third parties. Furthermore, the Supplier agrees:

- (a) to keep Records secure;
- (b) to provide Records to the Ministry within seven (7) calendar days of being directed to do so by the Ministry for any reason including an access request or privacy issue;
- (c) not to access any Personal Information unless the Ministry determines, in its sole discretion, that access is permitted under FIPPA and is necessary in order to provide the Deliverables;
- (d) not to directly or indirectly use, collect, disclose or destroy any Personal Information for any purposes that are not authorized by the Ministry;
- (e) to ensure the security and integrity of Personal Information and keep it in a physically secure and separate location safe from loss, alteration, destruction or intermingling with other records and databases and to implement, use and maintain the most appropriate products, tools, measures and procedures to do so;
- (f) to restrict access to Personal Information to those of the Supplier's Personnel who have a need to know it for the purpose of providing the Deliverables and who have been specifically authorized by the Ministry Representative to have such access for the purpose of providing the Deliverables;
- (g) to implement other specific security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Supplier's measures to ensure the security and integrity of Personal Information and Records generally; and
- (h) that any confidential information supplied to the Ministry may be disclosed by the Ministry where it is obligated to do so under FIPPA, by an order of a court or tribunal or pursuant to a legal proceeding;

and the provisions of this section shall prevail over any inconsistent provisions in the Contract.

5.07 Survival

The provisions of this Article shall survive any termination or expiry of the Contract.

Article 6 – Intellectual Property

6.01 No Use of Ontario Government Insignia

The Supplier shall not use any insignia or logo of Her Majesty the Queen in right of Ontario except where required to provide the Deliverables, and only if it has received the prior written permission of the Ministry to do so.

6.02 Supplier's Grant of Licence

For those parts of the Deliverables that are Supplier Intellectual Property, the Supplier grants to the Ministry, including each Client, a perpetual, world wide, non exclusive, irrevocable, transferable, royalty free, fully paid up right and licence: (a) to use, modify, reproduce and distribute, in any form, those Deliverables; and (b) to authorize other Persons, including agents, contractors or sub-contractors, to do any of the former on behalf of the Ministry or a Client.

6.03 No Restrictive Material in Deliverables

The Supplier shall not incorporate into any Deliverables anything that would restrict the right of the Ministry or of any Client to modify, further develop or otherwise use the Deliverables in any way that the Ministry or the Client deems necessary, or that would prevent the Ministry or any Client from entering into any contract with any contractor other than the Supplier for the modification, further development of or other use of the Deliverables.

6.04 Supplier Representation and Warranty Regarding Third-Party Intellectual Property

The Supplier represents and warrants that the provision of the Deliverables shall not infringe or induce the infringement of any Third-Party Intellectual Property rights. The Supplier further represents and warrants that it has obtained assurances with respect to any Supplier Intellectual Property and Third-Party Intellectual Property that any rights of integrity or any other moral rights associated therewith have been waived.

6.05 Assurances Regarding Moral Rights

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute an irrevocable written waiver of any moral rights or other rights of integrity in the applicable Deliverable(s) in favour of the Ministry, such waiver to be in the form set out in Schedule 2, and which waiver may be invoked without restriction by any person authorized by the Ministry to use the Deliverables. The Supplier shall deliver such written waiver(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry.

6.06 Copyright Notice

The Supplier shall place a copyright notice on all recorded Deliverables it provides to the Ministry under the Contract in the following form:

"© Queen's Printer for Ontario, [insert year of publication]."

6.07 Further Assurances Regarding Copyright

At the request of the Ministry, at any time or from time to time, the Supplier shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute a written assignment of copyright in the applicable Deliverable(s) to the Ministry in the form set out in Schedule 2. The Supplier shall deliver such written assignment(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry. The Supplier shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Supplier will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

6.08 Ministry May Prescribe Further Compliance

The Ministry reserves the right to prescribe the specific manner in which the Supplier shall perform its obligations relating to this Article.

6.09 Survival

The obligations contained in this Article shall survive the termination or expiry of the Contract.

Article 7 – Indemnity and Insurance

7.01 Supplier Indemnity

The Supplier shall indemnify and hold harmless the Indemnified Parties from and against all Losses and Proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by the Supplier or the Supplier's Personnel in the course of the performance of the Supplier's obligations under the Contract or otherwise in connection the Contract. The obligations contained in this section shall survive the termination or expiry of the Agreement.

7.02 Supplier's Insurance

The Supplier hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of the Supplier would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million (\$2,000,000) dollars per occurrence, two million (\$2,000,000) dollars products and completed operations aggregate. The policy is to include the following:

- the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Supplier's obligations under, or otherwise in connection with, the Contract;
- contractual liability coverage;
- cross-liability clause;
- employers liability coverage (or compliance with the section below entitled "Proof of W.S.I.A. Coverage" is required);
- 30 day written notice of cancellation, termination or material change;
- tenants legal liability coverage (if applicable and with applicable sub-limits); and,
- non-owned automobile coverage with blanket contractual coverage for hired automobiles; and,

7.03 Proof of Insurance

The Supplier shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in Section 7.02, and renewal replacements on or before the expiry of any such insurance. Upon the request of the Ministry, a copy of each insurance policy shall be made available to it. The Supplier shall ensure that each of its Subcontractors obtains all the necessary and appropriate insurance that a prudent person in the business of the Subcontractor would maintain and that the Indemnified Parties are named as additional insureds with respect to any liability arising in the course of performance of the Subcontractor's obligations under the subcontract for the provision of the Deliverables.

7.04 Proof of W.S.I.A. Coverage

If the Supplier is subject to the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Schedule A ("WSIA"), it shall submit a valid clearance certificate of WSIA coverage to the Ministry prior to the execution of the Agreement by the Ministry. In addition, the Supplier shall, from time to time at the request of the Ministry, provide additional WSIA clearance certificates. The Supplier covenants and agrees to pay when due, and to ensure that each of its Subcontractors pays when due, all amounts required to be paid by it/its Subcontractors, from time to time during the Term, under the WSIA, failing which the Ministry shall have the right, in addition to and not in substitution for any other right it may have pursuant to the Contract or otherwise at law or in equity, to pay to the Workplace Safety and Insurance Board any amount due pursuant to the WSIA and unpaid by the Supplier or its Subcontractors and to deduct such amount from any amount due and owing from time to time to the Supplier pursuant to the Contract together with all costs incurred by the Ministry in connection therewith.

7.05 Supplier Participation In Proceedings

The Supplier shall, at its expense, to the extent requested by the Ministry, participate in or conduct the defence of any Proceeding against any Indemnified Parties referred to in this Article and any negotiations for their settlement. The Ministry may elect to participate in or conduct the defence of any such Proceeding by notifying the Supplier in writing of such election without prejudice to any other rights or remedies of the Ministry under the Contract, Agreement, at law or in equity. Each party participating in the defence shall do so by actively participating with the other's counsel. The Supplier shall not enter into any settlement unless it has obtained the prior written approval of the Ministry. If the Supplier is requested by the Ministry to participate in or conduct the defence of any such Proceeding, the Ministry agrees to co-operate with and assist the Supplier to the fullest extent possible in the Proceedings and any related settlement negotiations. If the Ministry conducts the defence of any such Proceedings, the Supplier agrees to co-operate with and assist the Ministry to the fullest extent possible in the Proceedings and any related settlement negotiations. This section shall survive any termination or expiry of the Contract.

Article 8 – Termination, Expiry and Extension

8.01 Immediate Termination of Contract

The Ministry may immediately terminate the Contract upon giving notice to the Supplier where:

- (a) the Supplier is adjudged bankrupt, makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Supplier's insolvency;
- (b) the Supplier breaches any provision in Article 5 (Confidentiality and FIPPA) of the Agreement;
- (c) the Supplier breaches the Conflict of Interest paragraph in Article 2 (Nature of Relationship Between Ministry and Supplier) of the Agreement;
- (d) the Supplier, prior to or after executing the Agreement, makes a material misrepresentation or omission or provides materially inaccurate information to the Ministry;
- (e) the Supplier undergoes a change in control which adversely affects the Supplier's ability to satisfy some or all of its obligations under the Contract;
- (f) the Supplier subcontracts for the provision of part or all of the Deliverables or assigns the Contract without first obtaining the written approval of the Ministry;
- (g) the Supplier exceeds the maximum delivery lead time on three (3) occasions for Garments ordered during the Term of the Agreement;

- (h) the Supplier is in default under paragraph 9.05 below; or
- (i) the Supplier's acts or omissions constitute a substantial failure of performance;

and the above rights of termination are in addition to all other rights of termination available at law, or events of termination by operation of law.

8.02 Dispute Resolution by Rectification Notice

Subject to the above section, where the Supplier fails to comply with any of its obligations under the Contract, the Ministry may issue a rectification notice to the Supplier setting out the manner and time-frame for rectification. Within seven (7) Business Days of receipt of that notice, the Supplier shall either: (a) comply with that rectification notice; or (b) provide a rectification plan satisfactory to the Ministry. If the Supplier fails to either comply with that rectification notice or provide a satisfactory rectification plan, the Ministry may immediately terminate the Contract. Where the Supplier has been given a prior rectification notice, the same subsequent type of non-compliance by the Supplier shall allow the Ministry to immediately terminate the Contract.

8.03 Termination on Notice

The Ministry reserves the right to terminate the Contract, without cause, upon thirty (30) calendar days prior notice to the Supplier.

8.04 Termination for Non-Appropriation

If the Contract extends into a Fiscal Year subsequent to its execution, continuation of the Contract is conditional upon an appropriation of moneys by the Legislature of Ontario (the "Legislature") sufficient to satisfy payments due under the Contract. In the event that such moneys are not available as a result of: (i) non-appropriation by the Legislature for the Fiscal Year in which payment becomes due; and (ii) the payment being neither charged nor chargeable to an appropriation of the Legislature for a previous Fiscal Year, the Ministry may terminate the Contract upon giving notice to the Supplier. Termination shall become effective on the date of the beginning of the first Fiscal Year for which funds have not been appropriated.

8.05 Supplier's Obligations on Termination

On termination of the Contract, the Supplier shall, in addition to its other obligations under the Contract and at law:

- (a) at the request of the Ministry, provide the Ministry with any completed or partially completed Deliverables;
- (b) provide the Ministry with a report detailing: (i) the current state of the provision of Deliverables by the Supplier at the date of termination; and (ii) any other information requested by the Ministry pertaining to the provision of the Deliverables and performance of the Contract;
- (c) execute such documentation as may be required by the Ministry to give effect to the termination of the Contract; and
- (d) comply with any other instructions provided by the Ministry, including but not limited to instructions for facilitating the transfer of its obligations to another Person.

This section shall survive any termination of the Contract.

8.06 Supplier's Payment Upon Termination

On termination of the Contract, the Ministry shall only be responsible for the payment of the Deliverables provided under the Contract up to and including the effective date of any termination. Termination shall not relieve the Supplier of its warranties and other responsibilities relating to the Deliverables performed or money paid. In addition to its other rights of hold back or set off, the Ministry may hold back payment or set off against any payments owed if the Supplier fails to comply with its obligations on termination.

8.07 Termination in Addition to Other Rights

The express rights of termination in the Agreement are in addition to and shall in no way limit any rights or remedies of the Ministry under the Contract, at law or in equity.

8.08 Expiry and Extension of Contract

The Contract shall expire on the original Expiry Date, unless the Ministry exercises its option to extend the Contract for up to two (2) additional periods of up to one (1) year each. Each of such extensions shall be upon the same terms (including the Rates in effect at the time of the extension), conditions and covenants contained in the Contract, excepting the option to extend (which shall only apply for the first extension term).

Each option shall be exercisable by the Ministry giving notice to the Supplier not less than thirty (30) days prior to the original Expiry Date or the expiry of the first extension period, as applicable. The notice shall set forth the precise duration of the extension.

Article 9 - Security Investigations

9.01 Definition

In this Article,

"Security Investigation" includes all of the following:

1. A written declaration by an individual disclosing any unresolved charges and previous convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code* (Canada), for which a pardon under the *Criminal Records Act* (Canada) has not been granted;
2. A police records check through the Canadian Police Information Centre and provincial and municipal police force records for information about the individual including:
 - (a) convictions under the offence provisions of federal statutes, including but not limited to the *Criminal Code* (Canada), for which a pardon under the *Criminal Records Act* (Canada) has not been granted;
 - (b) findings of guilt in relation to federal statutes for which a court has granted a discharge;
 - (c) charges laid under the offence provisions of any federal statutes that are unresolved; and
 - (d) records of judicial orders in effect made in relation to the offence provisions of federal statutes;
3. A police records check in other jurisdictions as deemed necessary by the Ministry; and
4. A driving records check as deemed necessary by the Ministry.

9.02 Requirement and Renewal

On notification from the Ministry, the Supplier shall require:

- (a) each partner, director, officer and shareholder as requested by the Ministry and
- (b) each employee, agent and subcontractor who is or will be engaged in providing the Deliverables to undergo a Security Investigation.

The Security Investigation shall be renewed at the intervals as may be specified by the Ministry.

9.03 Written Consent

The Supplier shall obtain:

- (a) written consent on specified forms provided by the Ministry from each partner, director, officer and shareholder as requested by the Ministry, and from each of its employees, agents and subcontractors who is or will be engaged in providing the Deliverables; and
- (b) any other information that the Ministry, in its sole discretion, may deem necessary in order to conduct a Security Investigation of the individual.

9.04 Changes

During the Term of this Agreement, the Supplier shall ensure that within five Business Days of any change:

- a) that individuals provide written declarations as required under subsection 9.01 whenever new or different information is available for that individual for the purpose of enabling the Ministry to update the individual's Security Investigation;
- b) the Supplier notifies the Ministry Representative of changes in partners, directors, officers and shareholders as requested by the Ministry, and of employees, agents and subcontractors who are or will be engaged in providing Deliverables for the purpose of enabling the Ministry to conduct the individual's Security Investigation.

9.05 Default under Agreement

During the Term of this Agreement, the Supplier shall be in default under this Agreement

- a) within five Business Days, the Supplier fails to provide notification to the Ministry Representative as required under section 9.04;
- b) without having a Security Investigation or update as required, the Supplier or, if the Supplier is a corporation, any of its partners, directors, officers or shareholders or any of the Supplier's employees, agents and subcontractors who is or will be engaged in providing the Deliverables:

- (i) has been convicted under the offence provisions of a federal statute for which a pardon under the *Criminal Records Act* (Canada) has not been granted;
 - (ii) has been granted an absolute or conditional discharge in relation to a federal offence and in the case of an absolute discharge, it was granted less than one year from the date of disposition of the offence by the court and in the case of a conditional discharge, it was granted less than three years from the date of disposition of the offence by the court;
 - (iii) is subject to a charge for a federal offence that remains unresolved; or
 - (iv) is subject to a judicial order in effect made in relation to the offence provisions of federal statutes; and
- c) in the sole discretion of the Ministry, any of the information obtained from a Security Investigation or update is incompatible with:
- (i) the proper and impartial provision of the Deliverables in accordance with the terms and conditions of this Agreement;
 - (ii) the safety and security of Ministry employees or the public;
 - (iii) the reputation of or public confidence in the Ministry;
 - (v) the security of revenue, equipment or any other property of the Ministry; or
 - (vi) the confidentiality or integrity of Records, Personal Information or OPS Confidential Information.

Article 10 – Delivery and Inspection of Deliverables

10.01 Delivery Required Date

Where a delivery required date is stated in Schedule 1 to this Agreement, timely delivery is of the essence and the Supplier shall ensure that delivery is made within that timeframe. Any request for an extension or additional lead time due to circumstances beyond the control of the Supplier must be made without delay to the Ministry, which will then inform the Supplier if the requested extension is acceptable.

10.02 Delivery

All goods ordered in the quantities specified shall be delivered to the place designated in Schedule 1 for the delivery of the goods and shall not be deemed or construed to be delivered until actually received by the Ministry. Unless otherwise specified, all deliveries shall be made on a Business Day during the receiving hours of the Ministry's delivery location specified in Schedule 1. A detailed packing slip must accompany each shipment.

10.03 Unloading

It is the Supplier's responsibility, at its cost, to provide the necessary facilities and personnel to unload the goods from whatever means of transportation is employed.

10.04 Right of Inspection of Deliverables

Upon delivery, all goods shall be subject to the Ministry's inspection and rejection, and, if required, the Supplier shall provide all reasonable assistance to any representative of the Ministry for the purpose of testing or otherwise inspecting the goods. The Ministry will inspect the goods within thirty (30) Business Days following delivery unless the parties expressly set out an alternative timeframe for inspection in Schedule 1. Payment for any goods delivered to the Ministry by the Supplier is without prejudice to the Ministry's right to inspect and reject those goods.

10.05 Failure to Pass Inspection

Where upon the inspection of any goods delivered to it, the Ministry determines that:

- (i) the goods are not in conformity with the specifications in the Contract;
- (ii) the Goods are defective or are damaged;
- (iii) it has not received the quality or quantity of goods specified in the Contract;

it shall so notify the Supplier by giving notice to the Supplier Representative.

10.06 Supplier's Duty on Rejection

Where the Ministry rejects the goods in accordance with paragraphs 10.04 and 10.05, the Ministry may either return the goods to the Supplier at the Supplier's expense or require the Supplier to pick-up the goods from the Ministry within five (5) Business Days of the Ministry's notice of the rejected goods. The Supplier shall also comply with any additional requirements related to the return of Deliverables as specified in Schedule 1.

10.07 Passing of Title and Risk

Subject to paragraph 10.04 of this Agreement, title to and risk in the goods shall be deemed to pass from the Supplier to the Ministry upon delivery of the goods to the Ministry at the place designated in Schedule 1 for the delivery of the goods.

In Witness Whereof the parties hereto have executed the Agreement effective as of the date first above written.

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Community Safety and
Correctional Services**

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

Pursuant to delegated authority

The Uniform Group Inc.

Signature: _____

Name: _____

Title: _____

Date of Signature: _____

I have authority to bind the Supplier.

Schedule 1 - Schedule of Deliverables, Rates and Supplementary Provisions

A1. Description of Deliverables

The Supplier shall supply and deliver Garments within **Category 3: Cargo Pants and Shorts**, Fabric 1: Polyester/Wool/Lyrcra Blend and Fabric 2: Polyester/Rayon Blend, to be used by the Ministry and potentially by other POPS in accordance with the terms of the Contract.

A1.2 Test Methods and Standards

All Deliverables supplied by the Supplier must comply with all relevant and current publications, test methods and standards as specified in this Agreement as such publications, test methods and standards may be amended or replaced from time to time.

The failure of the Supplier to comply with any relevant publications, test methods and standards shall constitute a failure of performance in respect of which the Ministry may terminate the Agreement or exercise other remedies provided for under the Agreement.

It is the responsibility of the Supplier to certify and satisfy the Ministry that the Deliverables meet all of the applicable requirements, including, publications, test methods and standards specified in this Agreement.

A1.3 Product Specifications

The Deliverables supplied by the Supplier under this Agreement must comply with the specifications set out in Section A2.

A1.3.1 Mill Specification Sheets

If requested by the Ministry at any time during the Term of the Agreement, the Supplier must supply the Mill specification sheets on the manufacturer of the raw good's letterhead (in English) at a minimum for all components for the Garments in the associated tables in Section A2, Textile Performance Standards. The Mill specification sheets must be dated within six (6) calendar months from the date of the Ministry's request.

A1.3.2 Accredited Lab Test Results

During the Term of the Agreement, the Ministry may require the Supplier, at its expense, to provide test results from an Accredited Independent Testing Facility as described in this section to demonstrate that the Deliverables or materials to be used to create the Deliverables meet the specifications, test methods, standards, and photo-spectrometer readings as listed in the associated tables in Section A2, Textile Performance Standards.

The Supplier must ensure that any Accredited Independent Testing Facility it retains to perform any testing on the Deliverables during the Term of the Agreement follows the applicable test methods and standards set out in the Agreement or equivalent test methods or standards. The Ministry will determine whether any alternate test method or standard used by the Accredited Independent Testing Facility is equivalent to the applicable test method or standard set out in the Agreement by evaluating the test results produced through the alternate test method or standard.

The following additional provisions must be adhered to:

- all components of the testing shall be performed on the same garment and/or same piece of material (identified by a single lot number);

- all testing shall be performed by an Accredited Independent Testing Facility. The Ministry will accept test results from one or more Accredited Independent Testing Facilities;
- the test report date shall be within six (6) calendar months of the date of the Ministry's request;
- the garments must meet the spectrophotometer readings specified in this Agreement; the testing must include spectrophotometer readings for every one hundred (100) meters of fabric produced to create the Deliverables, and the Supplier must provide those spectrophotometer readings to the Ministry for approval prior to production of Deliverables using that fabric.
- the swatch for the spectrophotometer readings for every one hundred (100) meters of fabric produced to create the Deliverables, must be approved by the Supplier prior to the production of Deliverables using that fabric. The Supplier will be responsible for the colour accuracy.

The Supplier must supply the test results to the Ministry on the letterhead of the Accredited Independent Testing Facility that performed the testing along with the swatch. The test results must be provided in English.

A1.4 Random Testing

During the Term of the Agreement, the Ministry reserves the right to have an Accredited Independent Testing Facility of the Ministry's choice perform any inspection or testing (destructive or non-destructive) considered necessary to ensure the Deliverables conform to the specified requirements of this Agreement.

In the event that the Deliverables are found to be inferior or not in accordance with the specifications, the tested articles will be replaced by others of proper quality and type at the expense of the Supplier. The entire delivery may also be rejected if it is found that the order fails to meet the specifications or if the Deliverables were previously rejected due to non-repairable defects and were redelivered for inspection.

Testing may include, but not be limited to, workmanship, quality, material, wear and tear, discolouration and or sizing and compliance to Garments specifications.

Should the Ministry determine that the Deliverables do not meet the specifications and/or are of poor quality, the Supplier will be responsible for replacing all defective Deliverables under the Agreement at no cost to the Ministry.

In addition, if the Deliverables are found to be defective, the Supplier will be responsible for reimbursement of any costs incurred by the Ministry for testing.

It shall be the Supplier's responsibility to satisfy the Ministry that all Deliverables supplied to the Ministry meet any industry standards applicable to that Garment in addition to conforming to the specification requirements of the Contract.

A1.5 Brand Name

Where brand names are mentioned for specific products, the Ministry is willing to accept other equivalent products, provided the Supplier provides such information to the Ministry to establish the equivalence. The Ministry reserves the right to determine the equivalency.

Deliverables provided by the Supplier shall not bear any of the Supplier's or the manufacturer's brand name labels on the outside of the Garment.

A1.6 Quality Control and Site Inspection

During the Term of the Agreement, the production/distribution facilities of the manufacturer or Supplier may be visited and inspected by representatives of the Ministry. Further visits and testing of Garments may be conducted randomly through an Accredited Independent Testing Facility, or Ministry inspection, throughout the Term of the Agreement.

A1.7 General Materials and Components Requirements

All materials and components used to produce the Deliverables to meet the performance specifications in this Agreement shall meet or exceed the following;

- Be new and not previously used, unless recycled through manufacturing methods which render such recycled materials into new materials;
- Be free from imperfections, wrinkles, tears, holes, blisters, cracks or other blemishes, which may adversely affect the appearance or serviceability of the specific material or end product;
- Be governed by quality assurance systems in order to ensure consistent quality is received by the Supplier and built into the end product through the life of the Contract.
- Be of consistent colour from dye lot to dye lot with no visible colour differences throughout the Term of the Agreement.
- Complete order to be processed from single and/or next consecutive roll number

A1.8 Quality Assurance Provision

All Deliverables shall be free from manufacturing defects, imperfections or design deficiencies that may affect their operation, appearance or serviceability. In all particulars not covered in this Agreement, production shall be in accordance with industry standards. Materials not defined herein shall be of the best commercial quality and suitable for the purpose intended.

It is the Supplier's responsibility to ensure that the Deliverables' quality is maintained to specification requirements. Defective Deliverables due to product defects shall be returned to the Supplier to be replaced or repaired as deemed acceptable to the Ministry, at no cost to the Ministry. In cases of discrepancies the decision of the Ministry shall be final.

The Ministry will promptly notify the Supplier when any Deliverables are not accepted and such Deliverables shall either be returned by the Ministry to the Supplier at the Supplier's expense or the Ministry may require the Supplier to pick up the rejected Deliverables within five (5) Business Days of receipt of notice of the rejected Deliverables.

The Supplier shall immediately provide notification to the Ministry Representative with information relevant to product recalls/product concerns upon the Supplier becoming aware of the product recall and/or any product concerns, by telephone or email. If this notice is provided by telephone, the Supplier shall provide written confirmation of this notice to the Ministry within two (2) Business Days of the verbal notification.

A1.9 Drawings

All drawings in this Agreement are the property of the Ministry and may not be changed or reproduced without authorization from the Ministry.

A1.10 Colour

Colours shall be available as specified within each category. Each Garment within a category shall meet the spectrophotometer readings specified. All colours, spectrophotometer reading and pre-production samples shall require approval from the Ministry prior to the production of a Garment.

The swatch must be approved by the Supplier prior to the production of Deliverables and the Supplier will be responsible for the colour accuracy.

There shall be no visible change in fabric shade between dye lots. Fabric must be stock dyed and not pieced died. Complete order to be processed from single and/or next consecutive roll number.

A1.11 Garment Measurements and Sizing Charts

The Supplier(s) must comply with the finished Garment measurement and dimensions provided in each Garments table; Section A2 Cargo Pants and Shorts: Sizing Chart 1-A – Men's Cargo Pants and Shorts – Finished Garments and Sizing Chart 1-B – Women's Cargo Pants and Shorts – Finished Garments. The sizes provided in these tables shall be considered standard/regular sizes available under the Agreement.

All Garments must be available in male and female patterns, and must be available in the sizes set out in each Garments table length and widths with appropriate conformance to gender specific button placements and fly and zipper construction, as identified in the specifications.

The Supplier must comply with the finished measurements provided in the corresponding sizing chart specified for each Garment.

The Ministry will provide sizing requirements at the time of order.

A1.12 Custom Garment Size Requirements

Any requirement other than the sizes listed in the corresponding Garments sizing charts shall be considered custom requirements.

The Supplier shall provide custom fit Garments under the Agreement.

A1.13 Sizing Set

If requested by the Ministry, the Supplier will provide the Ministry with a sizing set, for each Garment within a category. The sizing set will be loaned to the Ministry free of charge, and will be returned to the Supplier after the initial order is placed.

The sizing set shall be provided to the Ministry within thirty (30) Business Days once a request is received from the Ministry.

If requested by any POPS locations that have 300 members or more, the Supplier shall loan the sizing sets at no cost to the POPS locations, and upon the same terms as described in this section for the Ministry.

A1.14 Garment Care and Cleaning

All Garments in the Agreement shall be machine washable and machine dryable without loss of integrity of any materials and/or components.

A1.15 Workmanship and Construction

The Supplier will be required to provide Deliverables that represent the specification requirements identified in the Agreement.

A1.16 Cutting

A computerized cutting process is required during the cutting of the Garments. This can be performed by either laser or knife. Manually cutting of patterns is not permitted. Maximum tolerance on overall finished Garments is 1/16".

All component parts of the Garment shall be cut from the same dye lot and assembled to ensure uniformity of shade. The warp shall run in the same direction (up and down the Garment) on all pieces in the Garment.

The Supplier shall be responsible for producing patterns in order to manufacture Garments of varied sizes, as specified in this Agreement.

A1.17 Stitching

A1.17.1 Start and End Seams

Both the beginning and ends of all lock stitched seams shall be securely backstitched with three (3) to four (4) stitches.

A1.17.2 Tension

Thread tension shall be balanced. Stitches shall be correctly formed. Skips, puckers and thread clusters are not acceptable.

A1.17.3 Seam Appearance

Seams shall be smooth and regular with consistent seam allowance, edge stitching and topstitching shall be accurately and evenly placed from the seam edge as specified. Thread ends shall be trimmed.

A1.17.4 Seam Allowance

Seam allowance shall be a minimum of 3/8".

A1.17.5 Serging

Serging shall be done with a three thread serger, with not less than ten (10) stitches per inch ("SPI").

A1.17.6 Finishing

All Garments shall have loose threads trimmed and Garments must be pressed completely and properly with the inseam and outseam pressed open.

A1.18 Warranty

The Supplier shall provide an unconditional warranty of a minimum of one (1) year from the date of acceptance of the applicable Garment for normal wear and tear for each individual Garment.

A1.19 Optional Features

During the Term of Agreement, the Ministry or POPS that have entered into an agreement with the Supplier may request the Supplier to supply and, where applicable, affix optional features as

described in Section A2 to the Garments ordered for those optional features offered by the Supplier in its Proposal.

A1.20 Substitutions, Revisions and Discontinued Products

The Supplier may not substitute or revise the Deliverables or components thereof without the prior written approval from the Ministry.

Any proposal by the Supplier to substitute any Deliverables during the Term of the Agreement shall be submitted in writing to the Ministry Representative for consideration. The Ministry shall exercise its sole and absolute discretion in deciding to accept or reject any such proposal. If the Ministry is in agreement with suggested substitutions or revisions, the Ministry Representative will advise the Supplier in writing. Such proposed changes must meet the corresponding Agreement specifications and shall be of equal or greater quality to the original. No price escalation will be allowed.

Should the Deliverables be discontinued, the Supplier is required to notify the Ministry Representative immediately upon becoming aware of a Deliverable becoming discontinued. The Supplier will also assist the Ministry by suggesting an alternate Deliverable that meets the required specification requirements of this Agreement. Any alternate Deliverable proposed by the Supplier that is accepted by the Ministry shall be supplied by the Supplier at the same price as the substituted Deliverable.

The Supplier shall not supply the Ministry with any substitute Deliverables without the prior written approval of the Ministry.

In the case where the Ministry deems the substituted products delivered by the Supplier to have deviated from the required specification requirements and/or acceptable tolerances or if the products delivered are not as per preproduction samples provided by the Supplier, the Ministry will consider the products shipped as a substitution.

If the Supplier fails to obtain such written approval prior to the implementation of any substitution or revisions, the Ministry may reject the shipment and terminate the Agreement without liability on the part of the Ministry to the Supplier.

A1.21 Preproduction Samples

The Supplier will provide preproduction samples of the Garments to the Ministry, including colour swatches, as outlined in this Agreement. The Supplier will not begin production of the Deliverables until the Supplier has received the Ministry's written approval of the preproduction samples.

Any preproduction samples requested by the Ministry for approval shall be provided to the Ministry at no cost. The samples shall be provided within twenty (20) Business Days from the date the Supplier receives the Ministry's request.

The Ministry expects that the requested preproduction samples will be provided correctly and represent the requirements of the Ministry. Upon receipt of the preproduction samples, should there be any deficiencies, the Supplier shall rectify any deficiencies to the samples to the Ministry's satisfaction and submit a second set of preproduction samples within fifteen (15) Business Days of written notification from the Ministry.

If the Ministry determines that the submitted second set of preproduction samples do not meet one or more of the specifications, the Ministry may, in addition to its other rights and remedies under the Agreement, terminate the Agreement and enter into an agreement with another entity for the supply of the Deliverables.

The approved preproduction samples will be retained by the Ministry Representative for quality assurance purposes to ensure the Supplier is compliant and supplying the Deliverables in accordance to the terms and conditions set out in the Agreement.

In the event the submission samples submitted by the Supplier with its Proposal passed all requirements, the Ministry reserves the right to waive the pre-production sample requirement.

A1.22 Initial Set-up Time

The Supplier will have up to one hundred and twenty day (120) calendar Days from the date the Ministry provides it with an electronic copy of the executed Agreement for its initial set up time. The Supplier shall notify the Ministry in writing once they have completed the Initial set up. Electronic documents are considered to be received within one (1) Business Day of being sent by the Ministry. The initial setup time shall include all set up arrangements the Supplier requires to have completed prior to receiving orders from the Ministry.

Fulfillment of the first order from the Ministry will be required to begin one (1) calendar day following the end of the initial setup time period. All subsequent orders shall meet the delivery lead time outlined in Section A1.23.

A1.23 Regular Orders Delivery Lead-time

The maximum delivery lead-time acceptable by the Ministry, based on order quantities for each Garment within a category, is identified in the chart below.

All orders must be delivered to the Ministry within the specified maximum delivery lead-time.

Order Quantity	Maximum Delivery Lead-Time In Business Days
1 – 1000 (pants or shorts)	Max. thirty (30) Business Days
1001 – 5,000 (pants or shorts)	Max. sixty (60) Business Days

Orders given by telephone, facsimile or email shall be considered to have been received within one (1) Business Day of the order placement.

A1.23.1 Stock Guarantee Program

The Supplier shall provide a stock guarantee program and shall stock the Deliverables specified by the Ministry or any POPS in order to meet the requirements of the Ministry or the applicable POPS choosing to use this type of program under their Agreement with the Supplier. The establishment of a stock guarantee program shall be at the sole option of the Ministry or POPS, which would then notify the Supplier of all specifics related to the stock guarantee program, including the types (including sizes) and quantities of items required to be stocked at any given time. The management and administration of the stock guarantee program will be the responsibility of the Supplier to ensure that the required stock (inventory) is rotated and maintained during the Term of the Supplier's Agreement.

The required delivery lead-time for the supply of Deliverables to the Ministry or any POPS using a Stock Guarantee Program shall be within seven (7) Business Days of the Supplier's receipt of the order. Where there is a stock guarantee program, the delivery requirements under Section A1.23, Regular Orders Delivery Lead-time shall not apply.

Under the stock guarantee program, orders given by telephone, facsimile or email shall be considered to have been received within one (1) Business Day of the order placement.

At the end of the Term of their Agreement, the Ministry or the applicable POPS, as the case may be, shall purchase any remaining stock that meets the Contract specifications and that was maintained in their stock guarantee program as directed by the Ministry or applicable POPS.

Deliverables under the stock guarantee program must be priced the same as the Deliverables supplied in accordance with regular delivery lead-time in Section A1.23, and the Supplier shall not charge the Ministry or any POPS any additional fees for establishing or maintaining a stock guarantee program.

Should deliveries not be received within the guaranteed lead-time under the stock guarantee program, the Liquidated Damages clause, as per Section A1.28 will apply in addition to any other remedies of the Ministry or POPS, as the case may be, under their respective Agreements with the Supplier.

A1.24 Minimum Order Quantity

The minimum order quantity is one (1) Garment. The Ministry will order Garments in such quantities it may determine on an as required basis.

The liability of the Ministry for payment is limited to the quantities actually ordered and received that meet the requirements of this Agreement.

A1.25 Current Methods of Ordering, Invoicing and Payment

Individual orders are issued directly by the Ministry on an as-and-when required basis. The Ministry may order the Garments in a variety of ways, including, by telephone, e-mail or fax, which may reference a purchase order number.

A1.26 Delivery

All Deliverables shall be delivered to the applicable Ministry facility FOB Destination.

The Supplier is required to ensure all Garments are delivered in accordance with quantities and specifications and to the designated receiving area of the specified Ministry facility as outlined in the order.

Delivery charges shall not be accepted or paid if indicated as a surplus charge on the invoice.

A1.26.1 Delivery Receiving Hours

Delivery receiving hours must be in accordance with the Ministry's loading dock/shipping area operating office hours between 08:00 a.m. to 3:30 p.m. local time on Business Days. ("Ministry Delivery Receiving Hours")

A1.26.2 Ministry's Contact for Operational Requirements

The Deliverables under this Agreement will be used by the OPP and the OFM within the Ministry. For the OPP and the OFM respectively, the Supplier shall accept orders, directions and instructions from the following persons or their delegates:

OPP

Ontario Provincial Police
777 Memorial Avenue
Orillia, ON L3V 7V3

Jackie Reilly
Manager Supply Services Section
Fleet, Supply & Weapons Services Bureau
Tel: 705-329-6968
Email: Jackie.reilly@OPP.ca

and

OFM

Office of the Fire Marshal
Fire Investigation Services
2284 Nursery Road
Midhurst ON L0L 1X0

Todd Clarke
Operations Manager
Tel: 705-725-7615
Email: Todd.Clarke@ontario.ca

A1.26.3 Delivery Locations

Ministry Facilities

- Shipments for the Ontario Provincial Police (OPP) shall be delivered FOB Destination to 777 Memorial Avenue, Orillia, Ontario L3V 7V3, Attention: (Supply Section)
- Shipments for OFM shall be delivered FOB Destination to the Office of the Fire Marshall located at 2284 Nursery Road, Midhurst, ON L0L 1X0.

Orders by Other Police Services

It is intended that the Supplier will offer the Deliverables to any POPS under the terms set out in this Agreement. The Ministry has no authority to make any commitment on behalf of other POPS. Any POPS choosing to access the provisions of the Agreement may do so at their sole discretion on a voluntary basis only and shall establish their own contract directly with the Supplier.

Shipping/Freight charges for other Province of Ontario Police Services:

The Supplier's unit prices for the Deliverables shall include all shipping/freight charges for any other POPS whose delivery location is within the same kilometer distance of the Supplier as is OPP headquarters at 777 Memorial Ave, Orillia ON. Where the distance between the other POPS' delivery location and the Supplier is greater than the distance between OPP

headquarters in Orillia and the Supplier, the Supplier is to review with that POPS the Supplier's order requirements and delivery charges. The Supplier shall be responsible for the condition of all Deliverables supplied to any POPS until such Deliverables are delivered to the POPS' specified delivery location.

A1.27 Packaging

The Supplier shall include a packing slip, enclosed or attached to the shipping container containing complete contents of the shipment and order reference number (for example - Requisition Number or Purchase Order Number).

At a minimum, all individual shipping containers (boxes and/or cartons) shall be clearly marked on the outside with the following information:

- Ministry Name - (e.g. OPP)
- Order reference number
- Description – item, product code/model #
- Quantity of each type and size of Garment per container (where possible like items and sizes if items should be packaged in same shipping container)

All unmarked containers received may not be accepted and may be returned at the sole discretion of the Ministry, to the Supplier for re-packaging at the Supplier's expense.

Any shipments in excess of ten (10) containers must be palletized. Maximum pallet size shall be 40" x 48" x 48".

No container shall exceed the weight of thirty five (35) pounds. Shipments received having a weight in excess of thirty five (35) pounds may be returned to the Supplier for repackaging at the sole discretion of the Ministry at the Supplier's expense.

The Ministry may specify such other or special packaging requirements or instructions as it may require from time to time.

Packaging shall be in accordance with the best commercial standards.

All skids and packaging material used in the provision of the deliverables must be recyclable.

The Ministry will not accept shipments on Canadian Pallet Council (CPC) and/or rental/returnable pallets.

A1.28 Liquidation Damages

The Supplier agrees that in the event that the Deliverables are not delivered within the timeframes specified in Section A1.23, the Ministry shall be entitled to deduct, from the net price of the amount not delivered on time, an amount equal to ten percent (10%) of the net price of the undelivered portion of the order. An additional 5% may be deducted every 5 Business Days thereafter until the order is received in full.

The Supplier further agrees that in the event the Supplier does not deliver the Deliverables within the timeframe specified in Section A1.23 or the Deliverables are not in compliance with the terms of the Contract, and the Ministry determines, in its sole and absolute discretion, to

purchase the same or similar Garment from another company, the Ministry shall be entitled to deduct an amount equal to the difference between the price at which the Garment was purchased and the Supplier's contracted price. For greater certainty, the Ministry may purchase such Garment from such other suppliers and in such manner as it may determine is appropriate, in its sole and absolute discretion.

The Supplier agrees that the payments referred to above constitute as a fair and reasonable means of compensating the Ministry for losses likely to be incurred by the Ministry for each failure to deliver the required Deliverables. The Ministry's entitlement to any amount provided for above is in addition to, and not in substitution for, any other rights, powers, remedies or authorities that the Ministry has under the Agreement. The amounts deducted pursuant to this provision do not exclude or limit any other right of the Ministry to be indemnified by the Supplier, other than for the circumstances referred to above.

A1.29 Returns and Exchange

Within fifteen (15) days of award of the contract, the Supplier shall submit to the Ministry a full detailed description of the Supplier's return and exchange policy and procedures for dealing with issues such as, but not limited to damaged, defective or unacceptable product, product ordered in error, turnaround times for replacement product, and or issuing credit, etc.

Credits must be processed in the manner in which the payment was made within five (5) Business Days from the Supplier being notified of the return by the Ministry.

Shipping charges for the return and replacement of items under warranty will be the responsibility of the Supplier.

In the event the Deliverable is found to be of incorrect size, colour, construction or style, or to otherwise fail to meet the specifications herein or is not the Deliverable ordered or is deemed unsuitable by the Ministry, it shall be replaced with a new Deliverable at no additional cost and the Ministry shall have the right, exercisable in the absolute discretion of the Ministry, to reject any part of or the entire shipment of the Deliverables. The Ministry agrees to report to the Supplier such damage, defect or non-conformity in said shipment of the Deliverables within five (5) days of identifying (any time after delivery, with no expiration date). Upon receipt of the Ministry report, the Supplier shall forthwith replace the part or entire shipment of the Deliverables, as applicable, with a new shipment of Deliverables in accordance with the original order within twenty (20) business days. The Supplier shall further collect the shipment containing the damaged, defective or non-conforming Deliverables at its cost of pick-up and return delivery, within five (5) business days of notification from the Ministry, and shall continue to bear all risk of damage, defect, or non-conformity of Deliverables until accepted by the Ministry.

A1.30 Canadian Facility

The Supplier must have a Canadian facility responsible for the handling of quality assurance for all shipments, warranty issues, returns, recalls, repairs, customs clearance and all requirements that ensure the free flow of goods to and/or from the Ministry. The Canadian facility must have a ship to address in Canada to avoid any customs processing by the Ministry.

In the event that the Supplier does not have such Canadian facility at the time it submitted its proposal submission it will be required to put such facility into operation following execution of the Agreement.

The Supplier will be required to provide address details and a description of their Canadian facility within thirty (30) Business Days following execution of the Agreement. The Canadian facility must be in place and operational prior to delivery of the first order under the Agreement. Failure to establish such Canadian facility may result in termination of the Agreement.

A1.31 Reporting

The Supplier shall provide management reporting to the Ministry on an annual basis, within ten (10) days following the anniversary of the Agreement effective date, for the duration of the Agreement including any extension periods. If the Ministry requires any change to the management reporting requirements, the Supplier shall provide management reports as agreed upon by the Ministry and the Supplier.

Management reporting shall be submitted to the Ministry via email attachment or on a memory stick in an electronic Excel format, in a layout to be agreed upon by the Ministry and the Supplier.

Each report shall accurately reflect the activities of the Ministry to a level of detail and in a manner that is satisfactory to the Ministry. Details of such reports shall include, but not be limited to, information such as the Ministry name, Branch name, Ministry contact information, date range of the reporting activity, invoice number, order number, prices, item description, product number, size, order quantities per item, overall number of shipments made, shipments made within proposed lead-time, shipments made not meeting proposed lead-time, number of shipping errors (such as, but not limited to – short shipments, backorders, defective product, wrong item, wrong location, Ministry ordering error), product exchanges, credits issued and total invoiced amount (taxes extra), which may be sorted by Ministry, Branch or location, among other criteria.

Details of the content, layout and related processes for the required management reporting shall be finalized shortly after the Agreement is executed.

The Supplier shall provide the Ministry ad-hoc reporting as required at any time, on the data not included in the regular annual reporting, but available or reasonably obtainable to the Supplier.

The Supplier shall be solely responsible for all costs associated with establishing, producing, supporting and submitting of all reports.

A1.32 Manufacturer Plant Closures, Service Disruptions or Changes in Service Delivery

Within fifteen (15) days of award of Contract, the Supplier shall submit a well-defined procedure for notifying the Ministry Representative in the event of significant changes to its service delivery or support structure such as:

- Complete listing of the Supplier and manufacturer's scheduled holiday plant closures (for example, summer shutdowns, New Year's Day, etc.), which shall include the last Business Day an order can be placed by the Ministry to ensure delivery of the Deliverables prior to any plant closure
- Delivery delays lasting one (1) or more Business Days due to severe weather conditions or a breakdown in the courier/shipping delivery network;
- Changes to the Supplier's customer support operations;
- Changes to the Supplier's dedicated account management team.

In the event of disruptions such as a power outage, a strike or labour dispute by the Supplier's employees, the Supplier shall provide the Ministry Representative with timely and adequate status updates through communication channels, such as but not limited to, points of contact, or when possible, by e-mail or website messaging.

A1.33 Management and Supplier's Customer Support Operations

The Supplier shall have its representative(s) meet with the Ministry Representative on a regular basis, no less frequently than annually but as frequently as required by the Ministry, to discuss any issues of concern to the Ministry. Such communication may cover the entire scope of the Agreement including, but not limited to, opportunities to maximize value, reduce service and administrative issues, and Supplier performance issues.

The manner and time of communicating through meetings or teleconferences, etc., will be arranged with the Supplier after the Agreement has been executed.

Within fifteen (15) days of award of the contract, the Supplier shall identify to the Ministry its customer support for the following:

- a) Types of customer services available and representatives contact names and telephone numbers, such as but not limited to customer service, ordering, back orders, quality, delivery, payment issues, etc.
- b) Resolution time from the time an issue such as, but not limited to payment issue, delivery issue and or quality/order issue, has been identified.
- c) The methods by which customer support inquiries will be received (e.g., telephone, e-mail, online).
- d) Escalation process, including contact names, when unable to rectify an issue at the customer service level.

The information provided by the Supplier regarding its customer support must be consistent with the requirements in this Agreement and may be used as performance measures during the Term of the Agreement.

A2 – Cargo Pants and Shorts Specifications and Design

TABLE F - 2A: TEXTILE PERFORMANCE STANDARDS

CARGO PANT: POLYESTER / WOOL / LYCRA FABRIC		
Characteristic	Test Method	Requirements
Material Type:	ISO 3572	2 X 2 Serge Twill
Colour:	Photo-spectrometer Delta readings	Dark Navy L = 17.88 a = 0.49 b = -4.34 Overall DE </ = 0.90 The total of the difference for all 3 attributes (referencing L, a, b,) will not exceed 1.5.

CARGO PANT: POLYESTER / WOOL / LYCRA FABRIC		
Characteristic	Test Method	Requirements
* Material Content Composition Overall:	ASTM D-3775-12	75% Polyester and 24% worsted spun long staple wool & 1% lycra blend
*Finish:	Kawabata KES FB2-Auto-A	Length (gf cm ² /cm) .99 Width (gf cm ² /cm) 0.26
Finishing sequence:		Firm finish Washing, rubbing, pressing, decatizing, finishing
* Fibre fineness: Polyester Wool	ASTM D-1577-07(12)	2.6 Dn low pill 23.0 Micron
Yarn structure: Warp	AATCC 20A-2012	2 ply yarn
Yarn structure: Fill		Core spun or wrapped Lycra
* Width In inches (Cuttable)	ASTM D3774-96 (2012)	59" minimum
* Count – (Construction) Sley/Pick per 10cms: min	ASTM D1059A	338/260
* Twisting Figure Doubling/Ringframe	ASTM D1423-02-2008	625/600
*Material Weight:	ASTM D-3776-2013	13.2 oz linear yard
Tensile Strength– W/F (lbs):	ASTM D-5034-09(2013)	More than W155/F105
Tear Strength– W/F: (lbs):	ASTM D-1424-09(2013)	More than W8/F5
Shrinkage W X F:	AATCC 135-2012	No more than 2%
Pilling Resistance:	ASTM D-3512/D3512M-10e2	4 after 30 min, 3 after 60 min
Abrasions Martindale – End Point:	ASTM D-4966-12e1	Min 20000 rubs shade change min 4
Dimensional stability in decatizing at 40° C	AATCC 135-2012	W<2% / F<1.5%
*Yarn Count (worsted system) W/F:	ASTM D3775-12	2/50W & 1/30F
pH Value	AATCC 81-2012	4.0-8
Colourfastness to crocking	AATCC 8-2007	Wet min 3-4; Dry min 3-4
Colourfastness to perspiration	AATCC 15-2009	Grey Scale Color change min 4 Staining min change 2.5-4 -
Colourfastness to light	AATCC 16-2004	Min 4 Xenon, black panel , grey scale
Colourfastness to ironing	AATCC 133-2009	Min 4-5 Scale - grey color change min 4-5 staining min 2.5-4
Colourfastness to water	AATCC 107-2012	Min 4 Grey scale color change min 4 staining min 1.5-4

CARGO PANT: POLYESTER / WOOL / LYCRA FABRIC		
Characteristic	Test Method	Requirements
Colourfastness to washing 40°	AATCC 61-2010	Min 3-4 Scale - grey scale color change min 3-4, staining min 1.5-4
Elasticity W/F	ASTM D4964-96(2012)	15% (fill – minimum)
Wrinkle recovery W/F DIN 53890	AATCC 66-2008	140°W/140°F after 1 hr
Dye Method		Must be stock dye/fibre/top dye

1. Note anything marked with * has a +/- tolerance of 3%, except where indicated
2. Photo-spectrometer readings of less than or equal to DE .90 will be required for each new stock dyed/fiber/top dyed finished lot and swatches will require approval prior to production
3. Piece dyed fabric will not be accepted

TABLE F - 2B: TEXTILE PERFORMANCE STANDARDS

CARGO PANT: POLYESTER / RAYON FABRIC		
Characteristic	Test Method	Requirements
Material Type:	ISO3572	2X2 Serge Twill
Colour:	Photo-spectrometer Delta readings	Dark Navy L = 17.88 a = 0.49 b = -4.34 Overall DE </ = 1.0 The total of the difference for all 3 attributes (referencing L, a, b,) will not exceed 1.5.
* Material Content Composition Overall:	ASTM D3775-12	67% Polyester 33% Rayon
Finish: Finishing sequence:	N/A	Washing, rubbing, pressing, decatizing, finishing
* Fibre fineness: Polyester Viscose	ASTM D1577-07(12)	2.0 Dn, 1.5 Dn
* Yarn structure: Warp Yarn structure: Fill	AATCC 20A-2012	2 ply/2 ply
* Width in inches (Cuttable)	ASTM D3774-96 (2012)	Min 59 inches
* Count – Sley/Pick per 10cms: min	ASTM D1059A	350/204
* Twisting Figure Doubling/Ringframe	ASTM D1423-02-2008	628/572
*Material Weight oz/lyd:	ASTM D3776-2013	Min 15 oz per linear yds

CARGO PANT: POLYESTER / RAYON FABRIC		
Characteristic	Test Method	Requirements
* Tensile Strength-- W/F (lbs):	ASTM D5034-09(2013)	154.7/150.28
Tear Strength-- W/F: (lbs):	ASTM D1424-09(2013)	< 8.84
Shrinkage W X F:	AATCC 135-2012	No more than 2.5%
Pilling Resistance	ASTM D3512 D3512M-10e2	4 after 30 min; 3 after 60 min
Abrasion Martindale-End Point	ASTM D-4966	Min 20000 rubs shade change min 4
Dimensional stability in decating at 40°	AATCC 135-2012	W <3% / F <1.5%
*Yarn Count (cotton system) – W/F:	ASTM D3775-12e1	W2/24 CC ; F2/24 CC
pH Value	AATCC81-2012	4.0-8
Colourfastness to crocking	AATCC8-2007	Wet Min 3 Dry Min 4
Colourfastness to perspiration	AATCC15	Min 4, Staining 2.5-4
Colourfastness to light	AATCC16-2004	Min 4
Colourfastness to ironing	AATCC133-2009	Min Wet 4; Min Dry 4
Colourfastness to water	AATCC107-2012	Min 4, Staining 2-4
Colourfastness to washing 40°	AATCC61-2010	Min 4 Staining 2-4
Wrinkle recovery W/F	AATCC 66-2008	120 degree after 1 hr
Dye Method		Must be stock dye/fibre/top dyed

1. Note anything marked with * has a +/- tolerance of 3%, except where indicated
2. Photo-spectrometer Delta readings of less than or equal to DE .90 will be required for each new stock dyed/fiber/top dyed finished lot and swatches will require approval prior to production
3. Piece dyed fabric will not be accepted

TABLE F – 2C: TEXTILE PERFORMANCE STANDARDS

CARGO PANT: PANTS POCKETING MATERIAL SPECIFICATIONS POLYESTER/COTTON BLEND	
Characteristic	Requirement
Material Content:	65% Polyester/35% Cotton
Colour:	Black
Thread count W/F	70/48 +/- 3
Material Weight:	4.3 oz per square yard +3%

Table F - 2D: Cargo Pants and Shorts General Assembly and Specification

Cargo Pants and Shorts General Assembly and Specification	
The cargo pants and shorts shall be available in polyester/wool/lycra (75/24/1) blend, Poly/Rayon (65/35) and shall be tailored with:	
<ol style="list-style-type: none"> 1) two (2) front ¼ top pockets with holster guard; 2) two (2) rear welt pockets; 3) two (2) cargo bellow style patch and flap pockets; 4) wide waistband with belt loops and rubber shirt-grips; 5) permanent sewn front leg creases 6) front crotch panels. 7) Should be available for Male and female with various waist sizes and finished inseams 	
All cargo pants and shorts shall be available in men's and women's sizes.	
Characteristic	Requirement
Thread	<p>Stitching thread shall be polyester core (Koban™ or equivalent), size 50. Serging thread shall be polyester core (Koban™ or equivalent) or 100% spun polyester, size 70.</p> <p>Thread colour shall match the shell fabric and be compatible with Garment use and care.</p>
Stitches per Inch (SPI)	Seaming and topstitching shall be lock stitched using ten to twelve (10-12) stitches per inch. Over edge stitching for fronts and backs shall be three-thread serging.
Waistband, Out Seam, Inseam, Seat Seam and Belt Loops	Stitching on waistband, out seam and inseam shall be single needle chain stitch. Stitching for seat seam shall be tandem needle chain stitch. Stitching for belt loops shall be double needle blind stitch.
Buttons	<p>Buttons shall be 22 ligne, four (4) hole pure melamine plastic dyed to match fabric.</p> <p>Maternity pants and shorts shall be 22 ligne, four (4) pure melamine plastic dyed to match fabric.</p>
Buttonholes	<p>Buttonholes shall be straight, cut-after type, bar tacked at both ends.</p> <p>Maternity pants and shorts waist extensions shall be cut-before type with enough stitches per inch to cover cut whole raw edges.</p>
Bar Tacks	Bar tacks shall be 28 stitch count 0.375" long. Triangle bar tacks shall be 124 stitch count 0.375" long on each side.
Finishing	All loose threads shall be removed. Trousers must be pressed completely and properly with side seam, inseam, and seat seam pressed open. Leg inseams and out seams must meet when pants are pressed.
Labels	<p>Cargo Pants and Shorts shall have a permanently stitched label affixed inside the Garment and shall include the following:</p> <ul style="list-style-type: none"> • Manufacturer's name or recognized trade mark and style of Garment; • Country of origin; • Size; • Gender Size (waist and inseam); • Fibre content;

Cargo Pants and Shorts General Assembly and Specification	
	<ul style="list-style-type: none"> • Batch/Lot # from mill • Care instructions; and <p>All label material shall be at least colourfast as the Garment material.</p>
Assembly	
Pocketing Material	The pocketing material shall be 65% polyester/35% cotton, 4.3 ounces per square yard, washable with a maximum residual shrinkage of no more than 3%. It shall be wrinkle-resistant. The pocketing material shall be black The pocket reinforcement material shall be Commanda™ (or equivalent) 75% polyester/25% cotton, 5.1 ounces per square yard.
Pocket Lining	Pocketing lining requirements are addressed under Table F - 2C - Textile Performance Standard.
Front ¼ Top Slash Pockets	<p>Each pair of cargo pants and/or cargo shorts shall have two (2) front ¼ top pockets with pocket bags of pocket material sewn on each front hip.</p> <p>The top ply of the pocket bag shall be seamed along the edge of the pocket opening, turned and stitched in a ¼" seam. With outsides together, the pocket bags shall be seamed, turned and stitched in a ¼" seam on the lower and back edges and serged.</p> <p>To facilitate joining, the top and side edges of the pocket bags shall be serged or basted to the corresponding edges of the lower portion.</p> <p>The length of the finished opening shall be 7-1/2" finished with an insert of woven polyester/cotton blend material, 7-1/2" by 1" to produce a holster guard on the outside edge of the pockets.</p> <p>There shall be a straight bar tack across the top of the pocket opening ¼" down from the waistband and a straight bar tack at the bottom edge of the pocket opening centered on the side seam. Both the holster guard and the pocket edge shall be edge-stitched.</p> <p>There shall be a pocket reinforcement at the bottom of the pocket bag, 1-1/2" to 2" from the bottom of the pocket bag, made from pocket bag reinforcement material.</p>
Cargo Pockets	<p>Cargo, bellow style patch and flap pockets 7-3/4" by 8" with a mitred flap shall be centered on the outer seam of each leg 2" below the bottom edge of the front pocket. The bellow is 2" finished at the rear.</p> <p>The cargo pocket shall be constructed of two (2) plies of body material. The cargo pockets shall have an inside handcuff pocket 3-1/2" by 3-1/2" with top raw edge turned in, then turned again to a finished depth of ½" and single needle lock stitched. A second piece of material 7-3/4" by 8" shall be sewn to the topside of the bellow pockets, this material piece to be vertical stitched down the centre to form two compartments on top. The cargo pocket shall be attached to the trouser leg by single needle lock stitch at ten (10) stitches per inch, with the front edge sewn directly onto the leg and the bellows opened towards the side seam. The ends of all stitch runs shall have a reinforced backstitch.</p> <p>The pocket placements are always the same regardless of size.</p>
Cargo Pocket Flaps.	A 3-1/4" mitred flap shall be interlined with a fusible knit material interface.

Cargo Pants and Shorts General Assembly and Specification	
	The flap will be ¼" topstitched with reinforced backstitching at each side of the flap. A 6 ¾" by ¾" long black Velcro® (or equivalent) loop fastener shall be sewn to the underside of the pocket flap corresponding to the 6 ¾" by ¾" black Velcro® (or equivalent) hook sewn to the leg pocket for closing.
Rear Pockets	Cargo pants and or cargo shorts shall have two (2) rear pockets, centred between the centre back seam and the side seams. They shall be double-welted 3/16" with a fused non-woven matching colour material interface placed on hip of both back portions. The right side rear pocket shall be finished with a button and button loop cut from the body material. Each side of the 5-1/2" pocket mouth shall be reinforced with bar tack stitching. The pocket bag depth shall be 9" by 7-1/4" wide attached to a 2-1/2" bearer and to the reverse of the face jet. The top and bottom welts shall be topstitched. All facings and the welt-bearer shall be clean-finished inside the pocket bag.
Seam Outlets	The seat seam outlet adjustment allowance shall measure 2" on each side at the centre back of the waistband tapering to 0.75" at the crotch. Side and inseams shall be joined by a chain stitch. Raw edges shall be serged. There shall be a ½" seam allowance pressed open.
Inseams	<p>The inseams of the cargo pants and shorts shall be sewn in two (2) operations. First the two pieces shall be serged, and then followed by a lock-stitched seam with a finished seam allowance of at least 3/8".</p> <p>Inseam measurements are taken from the crotch seam to the bottom of the leg. Standard finished inseam lengths for cargo pants may vary from 28" to 38" long, while standard unfinished (or open cuff) inseam lengths shall be 37" long. (39" upon request)</p> <p>Standard finished Inseam lengths for cargo shorts shall be 9" for female personnel and 12" for male personnel. Cargo shorts shall have a 16" unfinished (or open cuff) length for both genders.</p>
Leg Hem	An open cuff is a serged raw edge without a finished hem. Raw edges shall be serge stitched; the hem shall then be turned in to a finished depth of 2 ¼" – 2 ½". Finished hems shall be sewn with blind stitching for both the cargo pants and shorts.
Pant Leg Stripe/Braid	<p>A pant stripe/braid shall be made available, if required. The pant strip/braid shall be provided in light blue, royal blue, red and black with a finished measurement of 1 1/8" wide. In addition, there will be a requirement for a 3/8" red stripe/braid single needle lock stitched, into the outer side seam of each leg (stripe should be sewn into the seam of the pant and not sewn on top of the pant over the seam) Matching colour thread shall be used for the application of stripe/braid on the pant cargo pockets. The pant stripe/braid sewn onto the cargo pocket and flap must be in correct alignment to the side seam pant stripe/braid. The pant stripe/braid shall be applied from the top edge of the pant (before the waistband is applied) to the bottom edge of the unfinished pant hem. It shall be centred on the side seam.</p> <p>Pant stripe/braid will not be supplied by the Ministry. Stripe/braid colours required, light blue (OPP), red, royal blue & black (other POPS). The stripe/braid has to be made of the same material and dyed to the required color and will not shrink after home laundering. Colour approval is to be obtained. Maple leaf braid is also required and is to be provided by the Supplier. The specifications for the maple leaf braid are as follows: Can be made from 100% polyester/viscose blend (blend % has a range between</p>

Cargo Pants and Shorts General Assembly and Specification	
	65/35 - 75/25).
3M Striping	Pant striping, if required, shall be 2" thick made of 3M 9910, or equivalent, reflective striping, to be supplied by the Supplier, and must be sewn onto both pant legs approximately mid-calf.
Front Crease	<p>The cargo pant shall have a sewn permanent crease on the front of the leg only, it must be topstitch 1/16" with lockstitch sewing machine. 10-12 stitches per inch is standard. The crease shall begin 2" from the bottom edge of the front slash pocket or 8-1/2" from the waistband.</p> <p>The Supplier shall provide silicone crease as an option. The silicone application must be applied with Pneumatically controlled application of silicone sealant, (Lintrack® pin tucks or equivalent).</p>
Waistband: Male	<p>The inside waistband shall be made from a poly/cotton fabric, 5oz weight and black. It shall have 3 rows of 1/16" rubber or silicone material in the middle. And all around for shirt retention.. it shall be interlined with white canvas and also have a strip of banrol stiffener 1wide" sewn into the entire waistband to provide additional support. The waistband is to be constructed using the open method and shall measure 2" wide turnback when finished. The waistband closure shall be accomplished with a double crush proof hook and eye, bar tacked for stability.</p> <p>The hooks and eyes shall be reinforced with stays made of a non-woven fabric that are anchored by the top-stitching for the fly facing and curtain. This topstitching must be to the top of the waistband. The waistband must have a crack stitch for added strength.</p> <p>No alternative waistband will be acceptable.</p>
Waistband: Female	<p>The waistband must be a female specific waistband construction for superior comfort and performance.</p> <p>Waistband shall be a hidden stretch waistband design, having elastic inserts with tunnel channel on each side for maximum comfort. All dimensions outlined herewith are based on a size 32" waist pant.</p> <p>Curtain shall be made from Poly/cotton twill fabric, 5oz weight and color black. It shall have three (3) rows of 1/16" rubber or silicone material in the middle and all around for shirt retention.</p> <p>The waistband shall be 2" wide having shell fabric on the outside and waistband curtain on the inside all around.</p> <p>The curtain will be stitched to the shell both top and bottom like normal pant except from the front edge It is stitched down 7 1/2" (top and bottom) and the other part on top will create the tunnel.</p> <p>The center is part is turned and stitched but not sewn down, so that the elastic will have free movement.</p> <p>The lower part will be stitched with the underside pocket opening and to the pant. This will create a 2 piece construction. The top portion 11 1/2" long of shell fabric and shall have a 3 1/2" black 1" wide elastic stitched on the end and the other end of elastic shall be sewn to the underside of the waistband</p>

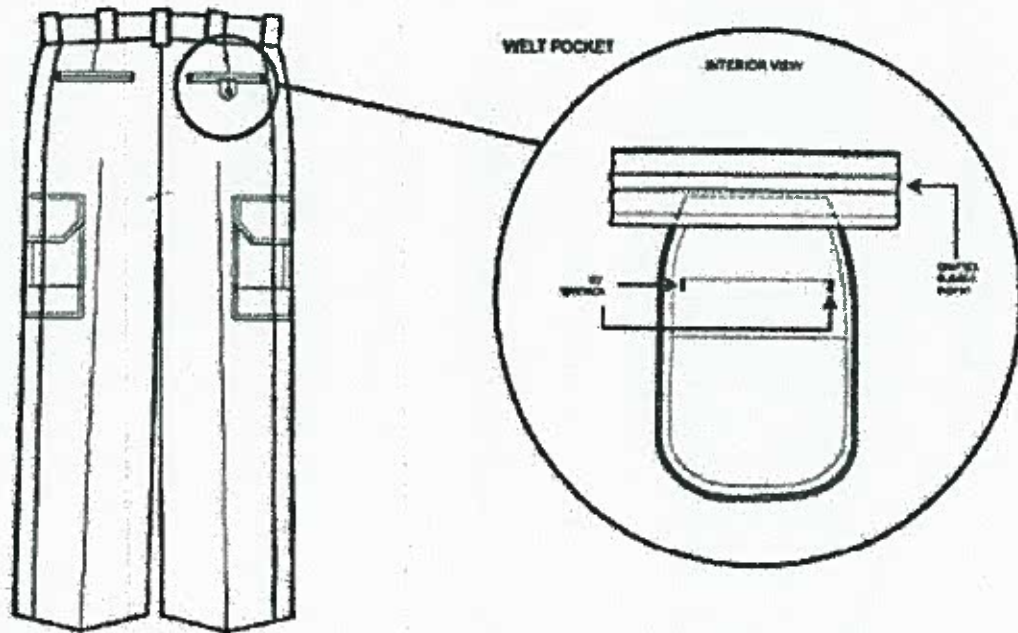
Cargo Pants and Shorts General Assembly and Specification	
	<p>curtain.</p> <p>A tunnel will be created by sewing a 4" long x2" wide piece of shell material to the top edge of the pocket bag and the other end stitched to the top edge of the waistband. The inside part of the curtain starts 5" in from the front edge of the pant and acts as a tunnel for the elastic. Stitch a 3" long piece of 1" black elastic to the under part and the other end to be stitched to the upper underside part elastic starts parallel to the curtain.</p> <p>The waistband is stitched onto the top and bottom edges of the pants similar to standard pant production.</p> <p>No alternative waistband will be acceptable.</p>
Hook and Eye Closure	<p>Hook and eye closures are to be universal size #16 with a nickel-plated metal finish "Elite". There shall be two (2) hook and eye closure reinforced with woven interlining set vertically to the continuous single needle stitch from the setting of the fly.</p>
Front Fly	<p>The construction of the Fly shall be gender specific as in male fly closing from the left and female fly closing from the right. The following is the specification for the male fly.</p> <p>The right side of the fly shall be lined with a fly reinforcement extension of two plies of pocketing material plus one ply of interlining measuring 2" wide and extending to within 1" of the inseam.</p> <p>Inserted between the lining and the body material shall be a fly tab (French Fly) measuring 1.5" wide and extending at an upward angle so that the tab extends 3" at the center. The tab shall finish in a point with a buttonhole and the tab shall be topstitched around the edges. The buttonhole shall be the cut before type with enough stitches per inch to cover cut hole raw edges. The buttonhole shall line up with a button sewn on the left interior of the waistband, the button centred 2-3/8" to 2-1/2" from the edge of the zipper tape.</p> <p>The left inside edge of the fly shall be made from the body material and the left inside edge shall be serge-stitched. The left fly shall be J-stitched from the top of the waistband, 1.5" from the folded edge.</p> <p>The specified zipper shall be attached to the fly and the bottom of the fly opening shall be straight bar-tacked at the bottom of the J. There shall be a second bar-tack inside, fastening the bottom of the right fly extension to the left crotch seam allowance. The left side of the zipper shall be sewn in with two rows of lock stitching. Two (2) specified hook and eye closures shall secure the top of the fly with the eyes set vertically.</p> <p>The topside fly (right side for women's) shall be finished with a separate facing and with the zipper tape twin needle lock-stitched to the facing. The facing raw edge shall be serged with enough stitches for complete coverage. The underside of the fly (left side for women's) shall have a self-fabric facing and a fly tab as above.</p>
Slide Fastener	<p>The slide fastener, YKK® # 45Y GS8 or equivalent, used in the front fly of</p>

Cargo Pants and Shorts General Assembly and Specification	
	<p>the cargo pants and or cargo shorts pants shall be closed with a brass memory lock, and have a brass bottom stop at the base of the zipper chain YKK # 45YGR 7/16" or equivalent with a semi-lock slider.</p> <p>A straight bar tack shall be sewn through from the outside of the Garment to the inside at the bottom of the fly. It shall be sewn through the zipper tape, the right and left fly and the right fly lining. The right and left fly shall be joined by an additional bar tack located below the bottom zipper stop on the inside of the trouser. It is to be black in color, size proportionate to zipper.</p>
Crotch and Crotch Stay	<p>The foreparts used in the fly shall be joined together at the crotch below the fly opening. The seam shall be pressed toward the left forepart. The bottom extension of the right fly panel shall be secured to the crotch by stitching through the left forepart 3/16" or 1/4" from the crotch seam. The crotch shall be lined in the front quarters with two (2) plies of the specified pocketing material bias cut with a folded edge and sewn in with the front crotch seams.</p> <p>There shall be a triple strength crotch reinforcement to prevent seam failure in the crotch and inseam area. The crotch seam shall be sewn after the inseams are sewn.</p>
Belt Loops	<p>The finished belt loops shall be 3/4" wide and have a 2.25" finished opening. The belt loop shall be folded (two plies of body material) and single-needle lock stitched at a minimum of ten (10) stitches per inch.</p> <p>The belt loops shall be encased in the waistband, curtain and waist seam. The belt loops shall have two rows of topstitching. The center back belt loop shall be attached to top and bottom of waist on the outside by a single needed lock stitch, to allow for easy removal for waist size adjustment. There shall be a minimum of seven (7) belt loops on each pant. Additional belt loops shall be added to accommodate larger sizes.</p>
Back Dart	<p>A dart 2.5" in finished length shall be centered between the centre back seam and the side seams and shall extend to the top of the back panel of cargo pants and/or cargo shorts for male and female personnel.</p>
Maternity	<p>An optional maternity waistband shall be available with a 1" elasticized waist extension complete with buttonholes. Waistband edges shall be serged and turned 1-1/2" to encase elasticized waistband.</p> <p>The maternity pants are to be constructed in the same manner as the cargo pants with the following exceptions:</p> <p>Rear pockets and front 1/4 top pockets are not required for the maternity cargo pants.</p> <p>The pant stripe/braid is to be applied at edge of the unfinished waistband to the bottom of the unfinished pant hem before turning waistband and encasing elasticized waist extension and sewing closed.</p> <p>The front panel shall be a one-piece stretch cotton/Lycra® material (or equivalent).</p> <p>Two (2) 24 ligne black polyester buttons shall be placed inside for elastic waist adjustments.</p>

Cargo Pants and Shorts General Assembly and Specification	
Measurements	The Supplier must comply with the finished Garment measurements provided in Tables I-A and I-B. The size provided in Sizing Charts I-A and I-B shall be considered standard sizes available under the resultant Agreement. The Ministry will provide sizing requirements at the time of order.

DESIGN: Figure F2: CARGO PANT BACK DETAILS

MEN'S CARGO PANT, BACK DETAILS



SIZING CHART I-A: CARGO PANTS AND SHORTS **MEN'S CARGO PANTS AND SHORTS – FINISHED GARMENT**

A computerized cutting process is required during the cutting of the Garments. This can be performed by either laser or knife. Manually cutting of patterns is not permitted. Maximum tolerance on overall finished Garments is 1/16 inch.

Note: All dimensions are in inches.

SIZE	Tol +/-	28	30	32	34	36	38	40	42	44	46	48	50	52	54
Waist	1/2 +/-	28	30	32	34	36	38	40	42	44	46	48	50	52	54
Seat	1/2 +/-	38	40	42	44	46	48	50	52	54	56	58	60	62	64
Thigh		26	27	28	29	30	31	32	33	34	35	36	37	38	39
Front Rise	1/4 +/-	9 1/2	9 3/4	10	10 1/4	10 1/2	10 3/4	11	11 1/4	11 1/2	11 3/4	12	12 1/4	12 1/2	12 3/4
Back Rise	1/4 +/-	15	15 1/4	15 1/2	15 3/4	16	16 1/4	16 1/2	16 3/4	17	17 1/4	17 1/2	17 3/4	18	18 1/4
Knee	1/4 +/-	19 3/4	20 1/4	20 3/4	21 1/4	21 3/4	22 1/4	22 3/4	23 1/4	23 3/4	24 1/4	24 3/4	25 1/4	25 3/4	26 1/4
Pant Leg Bottom*	1/4 +/-	18 1/4	18 1/2	18 3/4	19	19 1/4	19 1/2	19 3/4	20	20 1/4	20 1/2	20 3/4	21	21 1/4	21 1/2
Pant Inseam**	1/2 +/-	37" unfinished hem ALL sizes (or 39" upon request). Finished inseam available upon request in even size options 28" - 30" - 32" - 34" - 36" - 38"													
Pant Outseam	1/2 +/-	45 3/4	46	46 1/4	46 1/2	46 3/4	47	47 1/4	47 1/2	47 3/4	48	48 1/4	48 1/2	48 3/4	49
Short Leg Bottom*	1/2 +/-	26	27	28	29	30	31	32	33	34	35	36	37	38	39
Short Inseam Finished*	1/2 +/-	12 (ALL SIZES)													
Short Outseam Unfinished	1/2 +/-	16 (ALL SIZES)													

* Or as specified by the customer.

** Inseam measurement is taken from crotch seam to bottom of pant leg hem. This is an unfinished size. The Ministry requires primary finished inseams, sizes will be in even increments and indicated on the purchase order. There will be no charge for finished inseams.

1. Please note that all sizing charts denote finished Garment dimensions, NOT body measurements.
2. Option for 39" inseam to be made available if required.
3. Overall tolerance of +/- 1/8 inch to 1/4 inch.

Please note that Sizing Charts are for fabric estimates only. The Supplier must verify sizing with the Ministry before the first order.

SIZING CHART I-B: CARGO PANTS AND SHORTS **WOMEN'S CARGO PANTS AND SHORTS – FINISHED GARMENT**

A computerized cutting process is required during the cutting of the Garments. This can be performed by either laser or knife. Manually cutting of patterns is not permitted. Maximum tolerance on overall finished Garments is 1/16 inch.

Note: All dimensions are in inches.

SIZE	Tol +/-	22 (2)	24 (4)	26 (6)	28 (8)	30 (10)	32 (12)	34 (14)	36 (16)	38 (18)	40 (20)	42 (22)	44 (24)	46 (26)	48 (28)
Waist Relaxed	1/2 +/-	22	24	26	28	30	32	34	36	38	40	42	44	46	48
Waist Stretched	1/2 +/-	25	27	29	31	33	35	37	39	41	43	45	47	49	51
High Hip 2" down	1/4 +/-	27	29	31	33	35	37	39	41	43	45	47	49	51	53
Seat 5" down	1/2 +/-	32	34	36	38	40	42	44	46	48	50	52	54	56	58
Front Rise	1/4 +/-	6 1/2	6 3/4	7	7 1/4	7 1/2	7 3/4	8	8 1/4	8 1/2	8 3/4	9	9 1/4	9 1/2	9 3/4
Back Rise	1/4 +/-	12	13	13 1/4	13 1/2	13 3/4	14	14 1/4	14 1/2	14 3/4	15	15 1/4	15 1/2	15 3/4	16
Thigh	1/2 +/-	22	23	24	25	26	27	28	29	30	31	32	33	34	35
Knee	1/4 +/-	17	18 1/4	18 3/4	19 1/4	19 3/4	20 1/4	20 3/4	21 1/4	21 3/4	22 1/4	22 3/4	23 1/4	23 3/4	24 1/4
Bottom (Pant)	1/4 +/-	16	17	17 1/4	17 1/2	17 3/4	18	18 1/4	18 1/2	18 3/4	19	19 1/4	19 1/2	19 3/4	20
Inseam	1/2 +/-	37" unfinished hem ALL sizes (or 39" upon request). Finished inseam available upon request in even size options 28" - 30" - 32" - 34" - 36" - 38"													
Outseam	1/2 +/-	43 1/2	43 3/4	44	44 1/4	44 1/2	44 3/4	45	45 1/4	45 1/2	45 3/4	46	46 1/4	46 1/2	46 3/4

SIZE	Tol +/-	50 (30)	52 (32)	54 (34)	56 (36)	58 (38)	60 (40)	Measurement Locations:
Waist Relaxed	1/2 +/-	50	52	54	56	58	60	*Measure waist at top of band
Waist Stretched	1/2 +/-	53	55	57	59	61	63	*Measure high hip 2" below bottom waistband
High Hip 2" down	1/4 +/-	55	57	59	61	63	65	*Measure seat 5" below bottom waistband for all sizes
Seat 5" down	1/2 +/-	60	62	64	66	68	70	*Inseam measurements will be even from 28-38" for all sizes
Front Rise	1/4 +/-	10	10 1/4	10 1/2	10 3/4	11	11 1/4	*Note when measuring front and back rise do not stretch rise, FOLLOW CURVE
Back Rise	1/4 +/-	16 1/4	16 1/2	16 3/4	17	17 1/4	17 1/2	*Note when measuring front and back rise do not stretch rise, FOLLOW CURVE
Thigh	1/2 +/-	36	37	38	39	40	41	*Balance front and back rise by adding 1/2 inch to front and removing 1/2 from back rise
Knee	1/4 +/-	24 3/4	25 1/4	25 3/4	26 1/4	26 3/4	27 1/4	*Balance front and back rise by adding 1/2 inch to front and removing 1/2 from back rise
Bottom	1/4	20	20	20	21	21	21	*Unfinished inseam measure 37", unfinished hem

(Pant)	+/-	¼	½	¾		¼	½	of 39" will be available upon request
Inseam	½ +/-	37" unfinished hem ALL sizes (or 39" upon request). Finished inseam available upon request in even size options 28" - 30" - 32" - 34" - 36" - 38"						
Outseam	½ +/-	47	47 ¼	47 ½	47 ¾	48	48 ¼	*Short inseam finished at 9 inches, outseam unfinished to inseam unfinished

B. Rates and Reimbursements

B.1 Maximum Fee

Notwithstanding anything else in the Contract, the total amount payable by the Ministry to the Supplier under the Contract shall not exceed two million, one thousand eighteen six hundred eight dollars and thirty-five cents (\$2,118,608.35), plus HST.

Table 1: The unit price does not include HST.

Fabric 1: Polyester/Wool/Lyrcra Blend with sewn creases with Braid Colour: Dark Navy						
Item #	Cargo Pants	Gender	Order Quantity	Years 1 - 3	Year 4 Extension Option	Year 5 Extension Option
				Unit Price	Unit Price	Unit Price
1	With Braid	Male and Female	1-100	\$49.95	\$51.45	\$53.00
			101-500	\$49.95	\$51.45	\$53.00
			501 – 1000	\$49.50	\$51.00	\$52.55
			†1001 - 5000	\$49.00	\$50.50	\$52.00
		*Maternity	1- 10	\$49.95	\$51.45	\$53.00
		*Custom Fit	1-10	\$54.00	\$55.50	\$57.25
2	Without Braid	Male and Female	1 - 200	\$49.00	\$50.50	\$52.00
		*Maternity	1-10	\$49.00	\$50.50	\$52.00
		*Custom Fit	1-10	\$53.05	\$54.65	\$56.30
Fabric 2: Polyester/Rayon Blend with sewn creases Colour: Dark Navy						
Item #	Cargo Pant	Gender	Order Quantity	Years 1 - 3	Year 4 Extension Option	Year 5 Extension Option
				Unit Price	Unit Price	Unit Price
3	With Braid	Male and Female	1 - 400	\$41.00	\$42.25	\$43.50
		*Maternity	1- 10	\$41.00	\$42.25	\$43.50
		*Custom Fit	1 -10	\$44.00	\$45.30	\$46.65
4	Without Braid	Male and Female	1 - 50	\$40.00	\$41.20	\$42.45
		*Maternity	1 -10	\$40.00	\$41.20	\$42.45
		*Custom Fit	1 -10	\$43.00	\$44.30	\$45.60
Item #	Cargo Short	Gender	Order Quantity	Years 1 - 3	Year 4 Extension Option	Year 5 Extension Option

				Unit Price	Unit Price	Unit Price
5	With Braid	Male and Female	1-100	\$39.80	\$41.00	\$42.25
			†101-500	\$38.50	\$39.65	\$40.85
		*Maternity	1 -10	\$44.00	\$45.35	\$46.75
		*Custom Fit	1 - 10	\$44.00	\$45.35	\$46.75
6	Without Braid	*Male and Female	1 - 10	\$39.00	\$40.20	\$41.40
		*Maternity	1 - 10	\$43.20	\$44.50	\$45.85
		*Custom Fit	1 -10	\$43.20	\$44.40	\$45.85

† The Ministry's typical purchase order quantity

*Annual estimated usage is not available, Ministry will order as required

Table 2 - Optional Features - The unit price does not include HST.

Item #	Features	Unit Price		
		Years 1 to 3	Year 4 – Extension Option	Year 5 – Extension Option
1	3M Model #9910 Striping - 1" stripe around both legs mid-calf	\$8.00	\$9.00	\$9.00
2	Fabric 1: Polyester/Wool/Lyrcra Blend with silicone creases – Cargo Pants per Garment	\$5.00	\$5.25	\$5.50
3	Fabric 2: Polyester/Rayon Blend with silicone creases – Cargo Pants per Garment	\$5.00	\$5.25	\$5.50
4	Fabric 2: Polyester/Rayon Blend with silicone creases – Cargo Shorts per Garment	\$5.00	\$5.25	\$5.50