



**Request for Quotations**  
**For**  
**Hockey Uniforms, Apparel and Equipment**

Request for Quotation No.: **17-02-001**

Issued: **Monday, February 06, 2017**

Submission Deadline: **Friday, February 24, 2017 at 2:00:00pm EST**

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## PART 1 – INTRODUCTION

### 1.1 Invitation

This Request for Quotations (the “RFQ”) issued by Newmarket Minor Hockey Association (“NMHA”) is an invitation to submit non-binding offers for the provision of **athletic apparel, uniforms and equipment** as further described in Appendix C, for the Rates established in Appendix B. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing.

The objective of the NMHA shall be to provide a fun, healthy, competitive experience in organized hockey for all talent levels of young people in Newmarket. Its goals are to:

- provide for the development and growth of both personal and physical skills for all participants;
- maintain the highest degree of sportsmanship;
- provide volunteers with support, and training necessary to prepare them to carry out their roles;
- provide the fiscal responsibility to ensure the long term financial viability, stability and future for the NMHA;
- provide for the physical and emotional safety of all individuals within the NMHA; and,
- provide a structure that can respond to and provide the necessary leadership to the Association to achieve its goals and relate to its supporters.

The NMHA is a non-profit organization, incorporated in 1956. Now celebrating its 60<sup>th</sup> season, the NMHA is comprised of 62 house league teams (+4 rostered select) and 26 competitive (“Rep”) teams. Its brand, the Redmen, are well known throughout Ontario and northeastern United States, where teams often travel for various hockey tournaments.

The Newmarket Redmen brand is a critical component to our success therefore the quality of apparel and service provided by the successful proponent must be aligned with the NMHA high standard of excellence.

The NMHA logo is trademarked and is the exclusive property of NMHA.

### 1.2 Type of Contract for Deliverables

The intention of this award is to achieve two goals:

1. for the supply and delivery of NMHA uniforms, team apparel and equipment;
2. to permit the successful proponent(s) the use of the NMHA logo for the purposes of marketing and selling Products to NMHA staff, members and the general public. The successful proponent(s) will propose a program that is beneficial to NMHA, its players, coaches and members.

The Deliverables, as further described in in Appendix C, may be awarded in whole or by the categories described below:

- Category A: House League Team Uniforms
- Category B: Rep Team Uniforms
- Category C: NMHA Apparel

- Category D: Equipment

The selected proponent(s) will be requested to enter into negotiations for an agreement with NMHA for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is NMHA's preference to enter into the Form of Agreement based on that attached as Appendix A to the RFP with only one (1) legal entity, but may award each category noted above to separate legal entities, on the basis best value to NMHA. The term of the agreement(s) is to be for a period of one (1) year, with an option in favour of NMHA to extend the agreement(s) on the same terms and conditions for four (4) additional terms of up to **one (1) year each**.

### 1.3 RFQ Timetable

Issue Date of RFQ	<b>Monday, February 06, 2017</b>
Deadline for Questions	<b>Monday, February 13, 2017</b>
Deadline for Issuing Addenda	<b>Friday, February 17, 2017</b>
Submission Deadline	<b>Friday, February 24, 2017</b>
Award Date by	<b>Friday, March 17, 2017</b>

The RFQ timetable is tentative only, and may be changed by NMHA at any time prior to the Submission Deadline. Responses submitted after the Submission Deadline will be rejected.

### 1.3 Agreement on Internal Trade

Respondents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at [http://www.ait-aci.ca/index\\_en.htm](http://www.ait-aci.ca/index_en.htm).

### 1.4 Submission Instructions

Respondents are requested to submit their Quotation Form (Appendix B) in the form prescribed herein by the Submission Deadline to the NMHA Contact identified below in the manner set out below:

NMHA Contact: Mike McWilliams

E-mail: [equipment.manager@nmha.ca](mailto:equipment.manager@nmha.ca)

Address: **NMHA**  
Magna Centre  
800 Mulock Drive  
Newmarket, L3Y 9C1

A signed proposal must be submitted in a seal envelope, or by e-mail to the NMHA Contact person, with company name and references clearly marked:

NMHA RFP #: 17-02-001  
NMHA RFP: Hockey Uniforms, Apparel and Equipment

### **1.5 Respondents to Review RFQ**

Respondents shall promptly examine all of the documents comprising this RFQ and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail to the NMHA Contact on or before the Deadline for Questions. NMHA is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the NMHA Contact on any matter it considers unclear. NMHA shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of NMHA, other than the NMHA Contact, concerning matters regarding this RFQ. Only information received by the NMHA Contact will be considered in the RFQ process. All such communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

### **1.6 All New Information to Respondents by Way of Addenda**

This RFQ may be amended only by an addendum in accordance with this section. If NMHA, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFQ. Such addenda may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by NMHA.

## **PART 2 – EVALUATION OF QUOTATIONS**

### **2.1 Stages of Evaluation**

The evaluation of quotations will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Those submissions that satisfy the mandatory requirements will proceed to Stage II.
- Stage II will consist of a scoring based on the Rated Criteria as set out in Appendix C. Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things; result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFQ.

### **2.2 Mandatory Requirements**

#### **2.2.1 Quotation Form**

Each quotation must include a Quotation Form (Appendix B) completed and signed by the respondent.

#### **2.2.2 Other Mandatory Criteria**

- **Rate Bid Form attached as Appendix F.**
- References from three (3) current clients of similar requirements and size. Letters of reference with contact details are preferred.
- Include a letter from the manufacture of the Products that it has the authority to resell to NMHA and its members. In addition to the aforementioned information, the letter should also include:
  - the number of years the respondent has been an authorized reseller of the manufacturer's products
  - a contact person name and contact details from the manufacturer who can act as a reference check for the respondent.
  - Warranty/Product Guarantee information and claim process.
- Proof of general liability insurance from the respondent's insurer.

### **2.3 Rated Criteria**

In addition to submitting the Quotation Form, noted above and if applicable, respondents should respond to the non-price factors described in Appendix D with reference to the applicable rated criteria categories as set out in Appendix D – Rated Criteria.

### **2.4 Tie Score**

In the event of a tie score, the selected respondent will be the most qualified respondent. NMHA may request additional information from respondents to assist in making this determination.

## PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFQ, and to be eligible for consideration, each respondent must submit a completed and signed Quotation Form that, among other things, acknowledges its acceptance of the RFQ Terms of Reference and Governing Law as contained hereunder:

- (a) this RFQ process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal Contract A binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a quotation;
- (c) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the respondent and NMHA until NMHA accepts the respondent's offer in writing;
- (e) when evaluating quotations, NMHA may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and NMHA may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) NMHA may consider the respondent's past performance on previous contracts or any other relevant information taken into account by NMHA when determining the acceptability of a respondent;
- (g) disqualify a respondent for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by NMHA. "Conflict of Interest" shall have the meaning ascribed to it in the Quotation Form (Appendix B);
- (h) the respondent consents to NMHA's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- (i) NMHA may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (j) NMHA may prohibit a respondent from participating in a procurement process based on poor past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to (i) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honour its pricing or other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by NMHA, that constitutes a Conflict of Interest; and

(k) NMHA may cancel this RFQ process at any time.

The parties also acknowledge that these terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

## **APPENDIX A – TERMS AND CONDITIONS**

### **1) Indemnity**

The Supplier shall indemnify, defend and hold and save harmless the NMHA, its successors, assigns, officers, directors, employees and agents, their heirs, administrators and executors and each of them (collectively “the Indemnified Party”) from any and all actions and causes of actions, claims, demands, liabilities, losses, judgments, damages or expenses, of whatsoever kind and nature, including interest and legal fees and all other reasonable costs, expenses and charges that the Indemnified Party shall or may at any time, subsequent to the date of this Agreement, sustain or incur, or become subject to by reason of any claim or claims for any reason resulting from carrying out or failing to carry out the terms and conditions of this Agreement, or the negligence, gross negligence, intentional misconduct or criminal acts or omissions, resulting from the action or inaction of the Supplier, its directors, officers, employees or subcontractors. The Supplier shall indemnify the NMHA from any claim that the use of the Deliverables by the NMHA infringes any third party’s copyright, trade secrets, patents of any intellectual property right. This indemnity shall survive the termination of this Agreement.

### **2) Term**

This Agreement shall become effective on May 1, 2017, and shall expire on April 30, 2018, unless it is terminated early in accordance with the provisions of the Agreement (the “Term”). The Term is subject to any and all rights of either party to terminate the Agreement pursuant to the terms of the Agreement, or otherwise available to either party at law or in equity.

#### **a) Extension**

The NMHA, in its sole discretion, may extend the Term for an additional period four (4), one (1) year periods by giving written notice to the Supplier prior to the commencement of the extension period upon the same terms and conditions.

### **3) Termination by NMHA**

The NMHA shall be entitled to terminate the Agreement, without liability, cost, or penalty:

- on written notice where the Supplier neglects or fails to perform or observe any material term or obligation of the Agreement and such failure has not been cured within 30 Days of written notice being provided
- on written notice to the Supplier, if any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced against the Supplier or its property;
- on written notice to the Supplier, if the Supplier makes an assignment for the benefit of its creditors, becomes insolvent, commits an act of bankruptcy, ceases to carry on its business or affairs as a going concern, files a notice of intention or a proposal, or seeks any arrangement or compromise with its creditors under any statute or otherwise;
- on written notice to the Supplier, following the occurrence of any material change in the NMHA’s requirements which results from regulatory or funding changes or recommendations issued by any Governmental Authority;
- on 30 Days written notice to the Supplier in the event of a breach of the representation regarding conflict of interest in;
- in accordance with any provision of the Agreement that provides for early termination; and,
- at any time, without cause, by giving the Supplier at least 90 Days written notice.

### **4) No Limitation of Remedies**

Any termination of the Agreement shall not in any respect limit any of either party’s rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

## **5) Survival**

In addition to the length of survival of any provision which may be explicitly stated in the Agreement, all of the representations, warranties, and indemnifications made by the Supplier and set out in this Agreement shall survive the expiration or termination of this Agreement, as shall all other provisions of the Agreement which, by their nature, might reasonably be expected to survive.

## **6) Supplier's Insurance**

The Supplier hereby agrees to put in effect and maintain insurance for the term of this Agreement, 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 including, but not limited to 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 one million dollars (\$1,000,000) per occurrence, one million dollars (\$1,000,000) aggregate. The policy shall include NMHA as an additional insured with respect to liability arising in the course of performance of the Supplier's obligations under or otherwise in connection with this Agreement.

## **7) Compliance with Laws**

The Supplier shall comply with all federal, provincial, and local laws, regulations, and orders in fulfilling its obligations under the Agreement.

## **8) Remedies Cumulative**

The rights and remedies of the parties under this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies provided in the Agreement, by law or in equity. Any single or partial exercise by a party of any right under this Agreement, or any failure to exercise or delay in exercising any such right, shall not be or be deemed to be a waiver of, or to prejudice any other rights or remedies to which such party may be entitled.

## **9) Publicity**

Each party agrees that the terms of this Agreement are confidential. Neither party shall in any of its advertising, otherwise indicate that it has supplied or purchased, or may in the future supply Goods under this Agreement without the express prior written consent of the other party. No acquisition or use of the Goods by the NMHA shall be construed as an endorsement or approval of such Goods.

## **10) Property of the NMHA**

All logos, drawings, specifications, and other information and documentation, which may be provided by the NMHA to the Supplier in connection with this Agreement, shall remain the property of the NMHA.

## **11) Entire Agreement**

This Agreement, together with the RFP, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether written or oral between the Supplier and the NMHA. There are no conditions, covenants, agreements, representations, warranties, or other provisions, expressed or implied, collateral, statutory, or otherwise, relating to the subject matter hereof except as provided herein.

## **12) Time of Essence**

Time shall be of the essence of this Agreement.

## **13) Assignment and Enurement**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns. Neither party may assign or subcontract any of its rights or obligations hereunder without the prior written consent of the other party. Any act in derogation of the foregoing shall be null and void.

For the purposes of this Agreement, the transfer or issuance of shares by the Supplier of more than fifty per cent (50%) of the voting securities of the Supplier to any entity or entities other than to an affiliate (as such term is defined in the Business Corporations Act (Ontario)) or the

shareholder or shareholders of the Supplier as of the date of this Agreement, whether or not such transfer or issuance of voting securities takes place in one or more transactions, shall, for the purposes of this Agreement, be deemed to be an assignment of this Agreement requiring the consent of the NMHA, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

**14) Amendment and Waivers**

This Agreement may not be amended or modified in any respect except by written instrument signed by both parties, provided that the NMHA may make changes to the attached schedules as set forth in Section 2.4. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

**15) Independent Parties**

This Agreement does not create a relationship of principal and agent or employer and employee between the NMHA and the Supplier and under no circumstance shall either party be considered the agent of the other. The Supplier shall have no authority to assume or create any obligation whatsoever, express or implied, in the name of or on behalf of the NMHA.

**16) Currency**

Unless otherwise indicated, all dollar amounts expressed in the Agreement are in Canadian currency.

**17) Legislation**

Where a statute is referred to in the Agreement, such statute shall be interpreted to include all of its related regulations, as may be amended from time to time.

**18) Governing Laws**

This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario, except that such Province's conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Province of Ontario and the courts competent to hear any appeal.

## APPENDIX B – QUOTATION FORM

### 1. Respondent Information

Please fill out the following form, and name one person to be the contact for this RFQ response and for any clarifications or amendments that might be necessary.	
<b>Full Legal Name of Respondent:</b>	
<b>Any Other Relevant Name under Which the Respondent Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>RFQ Contact Person and Title:</b>	
<b>RFQ Contact Phone:</b>	
<b>RFQ Contact Facsimile:</b>	
<b>RFQ Contact E-mail:</b>	

### 2. Acknowledgement of Terms of Reference and Governing Law

The respondent acknowledges that this RFQ process will be governed by the specific Terms of Reference and Governing Law set out in this RFQ, and that, among other things, the Terms of Reference and Governing Law confirm that this procurement process does not constitute a formal legally binding bidding process, and that there will be no legal relationship or obligations created until NMHA accepts the respondent's offer in writing.

### 3. Ability to Provide Deliverables

The respondent has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the pricing set out below and has provided a list of any subcontractors to be used to complete the proposed contract. The proponent encloses herewith as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Rate Bid Form (Appendix F)	
References	
Authorized Reseller Status from Manufacturer	
Proof of General Liability Insurance	

Notice to proponents: There may be forms required in the RFP other than those set out above. See the Mandatory Requirements section of the RFP for a complete listing of mandatory forms.

#### 4. Non-binding Price Estimates

Respondents should provide pricing for the Deliverables described in Appendix F, Rate Bid Form.

The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

The respondent acknowledges that the pricing includes all applicable duties and taxes except Harmonized Sales Tax (HST), which should be itemized separately, all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to NMHA, all costs of installation and set-up, including any pre-delivery inspection charges and all other overhead, including any fees or other charges required by law.

#### 5. Addenda

The respondent is deemed to have read and accepted all addenda issued by NMHA prior to the Deadline for Issuing Addenda. The onus remains on respondents to make any necessary amendments to their quotations based on the addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word "None" on the following line: \_\_\_\_\_ . Respondents who fail to complete this section will be deemed to have received all posted addenda.

#### 6. Conflict of Interest

Prior to completing this portion of the Quotation Form, respondents should refer to the following definition of Conflict of Interest:

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

- (a) in relation to the bidding process, the respondent 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 quotation that is confidential and not available to other respondents, (ii) communicating with any person with a view to influencing

preferred treatment in the RFQ process, or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process and render that process non-competitive and unfair; or

- (b) in relation to the performance of its contractual obligations contemplated in the contract that is the subject of this procurement, the respondent'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.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- ☐ The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisers, or in any other capacity (a) participated in the preparation of our quotation; **AND** (b) were employees of NMHA and have ceased that employment within twelve (12) months prior to the submission deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Department:</b>
<b>Last Date of Employment with NMHA:</b>
<b>Name of Last Supervisor with NMHA:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Submission:</b>

(Repeat above for each identified individual)

The respondent agrees that, upon request, the respondent shall provide NMHA with additional information from each individual identified above in the form prescribed by NMHA.

#### **7. Confidential Information of Respondent**

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by NMHA. The confidentiality of such information will be maintained by NMHA, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed on a confidential basis, to NMHA's advisers retained for the purpose of evaluating or participating in the evaluation of their quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the NMHA Contact.

_____ Signature of Witness	_____ Signature of Respondent Representative
_____ Name of Witness	_____ Name and Title
	Date:
	I have authority to bind the respondent.

## APPENDIX C – RFQ PARTICULARS

### A. Deliverables

The Supplier will provide hockey uniforms and other apparel (“Product(s)”) to the Newmarket Minor Hockey Association (“NMHA”), including but not limited to:

- NMHA House League uniforms;
- NMHA Rostered Select uniforms;
- NMHA Rep Team uniforms;
- NMHA branded apparel; and
- NMHA branded equipment & accessories.

All the proposed Products, must be fully printable

### Uniforms

#### House League

House league (“HL”) uniforms are worn by recreational players in age groups from ages 4 to 18 years of age. Uniform colours within each division (i.e. Tyke, Atom, Peewee, and Bantam) must be in distinctly different colour palettes and or striping. The uniform consists of:

- one jersey; and,
- one pair of hockey socks matching the colour of the jersey.

#### Rostered Select

In 2015, NMHA implemented rostered select teams. Rostered select (“RS”) teams are made of players from the HL program and play inter-league games. The RS uniform consists of:

- one home jersey and one pair of matching hockey socks; and,
- one visitor jersey and one pair of matching hockey socks.

NMHA had four (4) RS teams this season, consisting of 15 players and 2 goalies on each:

Division	Teams	Players	Goalies	Total
Atom	2	30	4	34
Peewee	1	15	2	17
Bantam	1	15	2	17
<b>Total</b>	<b>4</b>	<b>60</b>	<b>8</b>	<b>68</b>

#### Rep Team

Players in NMHA’s competitive programs wear Rep team uniforms. The colour palette and style of the player uniform at all divisions are the same, and include:

- one home jersey and one pair of matching hockey socks; and,
- one visitor jersey and one pair of matching hockey socks.

## **Apparel**

### **House League Apparel Requirements**

HL team coaches are volunteer parents. Each HL consists of, at a minimum, one head coach, one assistant coach and one trainer ("HL Coaching Staff"). HL Coaching staff are not required to wear official league apparel, but have the option to purchase it from NMHA's supplier.

The NMHA will purchase and supply coats to house league convenors. There is typically one to two convenors per division per year. Because it is common for a convenor to volunteer for more than one year, the number of coats purchased by NMHA fluctuates.

### **Rep Team Coach Apparel**

Rep team coaches are volunteer parents. Each Rep Team consists of, at a minimum, one head coach, two assistant coaches, one trainer and one team manager ("Rep Coaching Staff"). Rep Coaching Staff are required to wear the following:

- one NMHA track suit
- one NMHA winter coat

For games and official team events

### **Rep Team Player Apparel**

NMHA Rep players are required to follow a dress code for team events, required team apparel includes:

- one track suit; and,
- one pair of warm-up shorts and t-shirt;

### **Rep Team Player Equipment Program**

NMHA Rep players' required equipment include:

- one pair of black player/goalie hockey pants with NMHA logo on one leg and red and white stripe down the side of each leg;
- black gloves or black gloves with red and/or white accents; and,
- red hockey helmet with NMHA logo on both sides.

Some players also purchase a hockey bag with the NMHA logo on it, but this has always been at the option of the player.

Players are NOT required to replace their equipment every year.

Player's purchase their equipment at their own discretion.

### **Apparel Program**

The Supplier must be able offer an apparel partnership program to NMHA members, staff, coaches and players. Apparel that are currently purchased in addition to the player and coaching requirements include:

- Backpack
- Coaches Bag;
- Coaching Jacket
- Crewneck Sweatshirt;
- Fitted Baseball Hat
- Flip Flops
- Golf Shirt;
- Hooded Sweatshirt
- Long Sleeve Tee;
- Shorts
- Sweatpants
- Toque
- Track Suit Bottom
- Track Suit Top
- T-Shirt;
- Winter Jacket.
- Zip Up Jacket;

Suppliers are to include their prices as requested by NMHA in the rate bid form attached.

### **Size Range**

Supplier will offer NMHA a wide range of Product sizes. The sizes should be based on a recognized designation such as the US standard clothing size.

Supplier will not charge NMHA an extra amount for oversized Products.

From time to time, NMHA may require alternate cuts and fits such as petite and tall.

The Supplier must have all its uniforms Products available in the following adult sizes:

- Female:
  - From two (2) extra-small ("2XS") to three (3) extra-large ("3XL"); and/or
  - From zero zero (00) to twenty-four (24).
- Male:
  - From extra small ("XS") to five (5) extra-large ("5XL").

The Supplier should have all its apparels and uniforms Products available in the following junior sizes:

- Junior (boys and girls):
  - From extra-small ("XS") to two (2) extra-large ("2XL"); and/or
  - From zero (0) to eighteen (18).
- Youth (boys and girls):
  - From extra-small ("XS") to two (2) extra-large ("2XL"); and/or
  - From two (2) to twenty-four (24).
- Toddler:
  - From small (e.g. 2T) to large (e.g. 4T).

## **Brand Name Products**

Suppliers are to bid Brand Name Products that are backed by the Brand Name manufacturer.

Brand name Products refer to a trademarked product, or line of products bearing a widely known name used by a manufacturer to market its products (e.g. Under Armour, Adidas, Nike, Reebok, etc.).

## **Colour**

NMHA official colours are red, black and white.

The Supplier must be able to provide the NMHA logo in its official colours. Suppliers must also be able to provide the colour standards in

## **Logo and Decoration Services**

NMHA have their own and unique logo, which may need to be applied on various apparel and/or uniform Products, the Supplier shall offer NMHA a wide range of Services, such as but not limited to:

- Embroidery
- Embroidery/Twill combination
- Tackle Twill
- Heat Press
- Silk screening; and
- Name bars.

NMHA will require decoration and/or logo to contain NMHA official colours and may request to have logo print and/or decoration in multiple places on the Products.

## **B. Product Pricing**

### **Pricing Methodology**

The Rates will be firm for the first year of the Agreement.

### **Optional Pricing Refresh**

NMHA or the Supplier may request a pricing refresh at each anniversary of the Agreement, and at the extension period, if exercised.

Either party shall request a pricing refresh by providing a written notice one hundred and twenty (120) days prior to the anniversary of the Agreement.

Any such request from a Supplier for a pricing refresh must be accompanied by appropriate documentation. As part of any refresh, NMHA will consider pricing adjustments that reflect changes in operation adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances. NMHA will not consider any fixed costs or overhead adjustments in its refresh.

Supplier shall consider volume spend when refreshing the Rates (e.g. top selling Products should have their Rates reduced).

Performance received under the Agreement will be considered when contemplating the pricing refresh.

If a proposed pricing refresh is not accepted by NMHA, the Agreement extension may not be exercised.

If a pricing refresh is not requested the Rates will remain the same for the extension period, if exercised.

Agreement will be amended accordingly, if necessary.

### **Catalogue Refresh**

Uniforms and team apparel (official game apparel for players and coaches) must have a market lifecycle of three (3) years or more from the date of agreement award. Discontinuation of these product styles during the term may result in the termination of the agreement

The Supplier may refresh its Product catalogue for retail purchases between the end and start of each hockey season. The Supplier shall request a catalogue refresh and marketing plan by providing a written notice forty-five (45) days prior to refresh of its catalogue.

**The rates are available in a separate Excel Spreadsheet. (OR BELOW)**

## **C. Material Disclosures**

### **Product Management**

#### **Product Lists**

The Supplier will provide the following Product lists to NMHA as required:

- An electronic list of all Products in its published standard catalogue; and
- Standard printed published catalogue.

French Product list should be provided as required.

Product lists for persons with disabilities must be available as required.

### **Product Ordering**

NMHA may use a variety of ordering methods, including phone, fax, online, email and, electronic transactions as further described below:

#### **Online Ordering**

NMHA may choose to use the Supplier's website to place orders. At a minimum, the website shall:

- Be secure and user friendly;

- Allow generic or individual user login ID and password;
- Contain Product offerings specifically for a NMHA (e.g. unapproved Products shall be blocked from access as requested);
- Feature search function to allow easy Product lookup by description, manufacturer and Product code;
- Provide information related to website maintenance, warehouse closing and other situations where orders will be impacted.

#### NMHA Website

NMHA will provide a link on its website to the Supplier's online ordering page.

The NMHA may provide the Supplier space on its website for the purposes of marketing NMHA apparel.

#### **Pick-Up Location or Distribution Days**

NMHA should be able to purchase and/or pick up Products at the Supplier's pick-up location (e.g. retail store, mobile store). NMHA would prefer a pick up location within York Region or bordering areas.

The Supplier is expected to provide at least four calendars days during each year to attend NMHA sanctioned events for the purposes of distributing product to clients, set up sales kiosks and sell/promote NMHA branded products. NMHA and the Supplier will develop an event schedule prior to the start each season. NMHA has the right to adjust the event schedule with 15-calendar days notice.

#### **Lot of Minimum Order**

Proponent will not apply any lot purchases or minimum order (e.g. spend and/or volume).

#### **Additional Quantity**

Additional quantities may be required throughout the year during the Term of the Agreement. Measurements will be done on an as, if required basis at the NMHA's location by the NMHA (i.e. sizing kit) or the Supplier and/or at the Supplier's store location.

For additional miscellaneous orders, the Supplier may carry sufficient stock on hand to guarantee delivery within ten (10) Business Days.

For backorders, Supplier will be required to provide the Product at no extra charge if shipping is required to NMHA's location.

#### **Product Samples**

During the Term of the Agreement, NMHA may request Product samples (e.g. jackets) for testing and evaluation to ensure Products meet NMHA' requirements and are suitable for their purpose. Product samples may also be required when evaluating new Products, substitutions or alternatives.

These Product samples will be provided to NMHA at no cost. At the end of the evaluation, NMHA are under no obligation to purchase these samples. NMHA may, however, choose to purchase the samples at discounted Rates or the samples will be returned at the Supplier's cost.

### **Discontinued Products**

Uniforms and team apparel (official game apparel for players and coaches) must have a market lifecycle of three (3) years or more from the date of agreement award. Discontinuation of these product styles during the term may result in the termination of the agreement

### **Product Warranty**

The Supplier will warrant all its Products from the date of receipt by NMHA against, but not limited to the following conditions:

- Faulty material;
- Faulty application of decorations; and,
- Manufacturing defects.

Where a manufacturer's warranty applies to the Products, the Supplier will be responsible for arranging Product exchange. All shipping costs related to approved warranty exchanges will be at no cost to the NMHA.

### **Planning, Logistics & Delivery**

NMHA requires central delivery. Delivery charges of any kind will not be accepted or paid. NMHA may have more than one (1) delivery location within one (1) delivery address.

The Supplier should deliver orders with correct Products and quantities within the lead-time.

Products will be packaged appropriately to ensure safe delivery. All deliveries must include a packing slip specifying the NMHA's required information (e.g. name of the employee who placed the order, purchase order number, Products and quantities ordered and shipped, back ordered Products and quantities, if any).

The Supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments must make deliveries.

### **Lead Time for In-Stock Products**

NMHA typically expect to receive orders within a maximum of five (5) Business Days. The Supplier and NMHA may mutually agree upon other lead times and/or terms, which are mutually beneficial to both parties.

### **Hockey Season Planning**

NMHA and the Supplier will begin uniform planning and delivery processes in June of each calendar year.

- NMHA will provide final registration estimates within seven business days of each calendar year.

- The Supplier is required to carry some additional inventory of each uniform to manage for late registrants.
- The Supplier is expected to fulfill all orders and hold inventory until NMHA is prepared to distribute products to its members.

### **Damaged or Defective Shipment**

Products may not be accepted upon delivery if:

- The Products or packaging of Products are defective (e.g. broken and/or damaged);
- The Products or packaging of Products are not delivered as agreed; or
- The Products were substituted without prior approval of the NMHA.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Products from the NMHA's location. NMHA will not be responsible for any re-stocking charges due to damaged or defective Products received.

### **Back Order**

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, NMHA will have an option to cancel or keep the back orders.

Back orders beyond the season start up for NMHA team uniforms and apparel is not acceptable. The supplier must expedite these backorders at their own expense. Late deliveries may be subject to liquidated damages and/or agreement termination.

### **Liquidated Damages**

Products are worn by NMHA players, coaches and trainers and are an important requirement for inclusion in sanctioned NMHA and other official events. Without official attire, NMHA will forfeit games, events and tournaments where dress uniform attire is mandatory. Failure to deliver Products to NMHA in the agreed upon lead times will result in damages to NMHA in the form of financial losses. Such damages include:

- Loss of paid ice rentals;
- Rescheduling ice times;
- Staffing costs for attending and administering events;
- Forfeiture of games and tournaments; and,
- Loss of revenue from sales of licensed Products.

NMHA may collect or deduct payments to the Supplier for liquidated damages for each calendar day that deliveries are not completed beyond agreed upon lead-time. Liquidated damages will be assessed using the following factors:

- Loss of revenue;
- Reputational damage;
- Administrative costs; and,
- Costs associated with buying from other sources of supply.

The liquidated damages or penalties payable under these paragraphs are in addition to and without prejudice to any other remedy, action or other alternative that may be available to NMHA.

### **Inventory Services**

The Supplier must maintain a minimum level of inventory to mitigate the risk of a stock out during the Term of the Agreement. NMHA will not be responsible for excess inventory, expediting costs or inventory carrying costs.

### **Related Services**

The Supplier should offer NMHA with related Services such as **but not limited to:**

- On site measurement;
- On site alteration;
- Sizing kit; and
- Sample.

### **Fair Labour Practices**

NMHA requires the Supplier and its subcontractors to comply with the local and international laws and regulations in terms of clothing manufacturing. The Proponent should have implemented and documented ethical business best practices, including but not limited to:

- Uphold local labour laws and international standards;
- Agree to independent monitoring;
- Provide full public disclosure; and
- Produce goods without the use of child labour.

The Supplier should take all reasonable measures to insure its Products are produced under just, safe and fair working conditions that are equal to or better than the standards set by the United Nations International Labour Organization.

### **Invoicing**

The Supplier will submit to the NMHA a consolidated monthly invoice after Products have been received at the NMHA's location. The consolidated monthly invoices will be in either paper or electronic format, as detailed in the NMHA's agreement. The invoice will be itemized and contain, at a minimum, the following information:

- Invoice number;
- NMHA's organization;
- Full name of the person who placed orders, if applicable;
- Full name of Team Manager and name of the Team;
- Delivery address;
- NMHA's purchase order number, if applicable;
- Order date;
- NMHA's Product number if applicable; and
- Product description, catalogue number, unit of measure, quantity ordered, quantity shipped, price, and extended total.

## **Payment Terms**

The NMHA's standard payment terms are net thirty (30) days.

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

## **Customer Support**

### **Customer Support**

During the hockey season, NMHA activities run seven days a week from 6am to 10pm. Call volumes and support are in highest demand from August 15<sup>th</sup> to October 15<sup>th</sup>.

The Supplier will provide effective customer support to NMHA including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive) assigned to the NMHA to support their needs by providing day-to-day and ongoing administrative support;
- The Supplier's team must be responsive to the needs of the NMHA (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Ensuring minimal disruption to the NMHA;
- Easy access to the Supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Day-to-day support;
- Establishing an ongoing communications program with the NMHA (e.g. new Products and initiatives, substitution Products, discontinued Products);
- Providing written notice to NMHA on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending quarterly business reviews with NMHA or other meetings, as requested; and
- Providing reports to NMHA, as required.

## **Reporting to NMHA**

NMHA may require other reporting, such as those set out below or any other ad hoc reports. The details of NMHA's specific reporting requirements will be set out in the CSA.

- Sales reports;
- Back order reports; and
- Delivery reports.

## **Marketing and Sales Support**

NMHA and the Supplier may hold sales and marketing events to promote and sell NMHA Products at events throughout the hockey season. The Supplier should be capable of marketing the event and providing direct sales at events.

## APPENDIX D – RATED CRITERIA

Stage II will consist of an evaluation of the quotation to determine the high score based on the following criteria:

Rated Criteria Category	Description	Weighting (Points)
Cost	Supplier should include pricing for all Products outlined in the Rate Bid Form.  Suppliers should also include a schedule of pricing for decorating services.	40
Proponent's Executive Summary	Provide an overall summary of the Proponent and its ability to support the NMHA. Also, provide the number of years operating under its current legal name, its corporate structure, and a list of subcontractors that may be used for the provision of Deliverables to NMHA.	5
Qualifications & Experience	Detail the company's experience providing the Deliverables to clients of similar size and scope (i.e. Sporting Associations). Include the company's vision, mission and corporate values, any international standards certifications for customer service.  If the supplier is a distributor, include the number of years it has been licensed by the manufacturer to supply its product lines.  If the supplier is a manufacturer, please describe its experience distributing the Deliverables to other clients of similar size and scope.	10
Customer Representative	The experience and qualifications of NMHA's direct contact person, as proposed by the Proponent. Including the number of years employed with the Proponent, the representative's sales territory and number of years as that territory representative.  Proponents will also provide references for the representative's top two current clients.	25
Customer Escalation Process	Detail the supplier's issue escalation process. Include a company hierarchy	10

	illustrating the roles and responsibilities of each in the escalation process. Escalation support at the manufacturer's level is ideal.	
Product Line(s) Offered	Provide an overview of the products offered, demonstrating the breadth, depth and capacity to carry the proposed Product line(s) required by NMHA.	10
Inventory	Detail the proponents inventory forecasting and stocking processes to prepare for and manage NMHA's program requirements.  Include methodology for minimum inventory levels with a focus on ensuring continuity of supply throughout the term of the agreement.	25
Ordering Process for Deliverables	Detail the proponent's ordering capabilities, with a focus on online ordering. Explain the following: <ol style="list-style-type: none"> <li>1. access rights and approval processes to the site.</li> <li>2. Order fulfillment and order confirmation</li> <li>3. Target order fulfillment rates.</li> <li>4. Target lead times.</li> <li>5. Delivery guarantees.</li> <li>6. Order reconciliation.</li> <li>7. Confirm FOB NMHA point of delivery.</li> <li>8. Invoicing process – direct mail, EFT capable?</li> </ol>	25
Marketing Opportunities and Added Incentives	NMHA represents a significant customer base beyond the team uniform & apparel programs. Proponents should explain how they could work with NMHA to increase brand awareness and develop programs to attract families to NMHA hockey programs.	10
Total Points		160

## APPENDIX E – NMHA REGISTRATION INFORMATION

NMHA 2016 - 2017 registration #s										
Friday Jan 27 2017	TYKE			NOVI CE	ATOM*	PEEWE E*	BANTAM*	MIDGE T	MID / JUV	
	MINI	MIN OR	MAJOR	NOVI CE	MINOR & MAJOR	MINOR & MAJOR	MINOR & MAJOR	MINOR		TOTA L
	2012- 2011	2010	2009	2008	2007 & 2006	2005 & 2004	2003 & 2002	2001	2000- 1996	
	4	6	6	4	8	8	10	6	10	62
No of HL Teams	14	14	16	16	16	16	16	16	16	
No of Players / HL team	56	84	96	64	128	128	160	96	160	972
HL CAPACITY										
REP TEAMS	0	0	1	3	6	6	6	3	1	26
No of Players / REP team			17	17	17	17	17	17	18	
REP CAPACITY	0	0	17	51	102	102	102	51	18	443
Total Capacity HL & REP	56	84	113	115	230	230	262	147	178	1415
Registrations on Jan 27										
HL Registrations	57	69	89	59	116	125	135	75	160	885
Rep Registrations			16	51	100	102	102	50	18	439
Total HL & REP as of Jan 27 2017	57	69	105	110	216	227	237	125	178	1324
Goaltenders (HL and REP)	8HL 10REP      8HL 12REP      9HL 12REP      4HL 6REP      10HL 2REP									

<i>HL Spots Available</i>	-1	15	7	5	12	3	25	21	0	87
	24 Players 1							19P		
	Goalie							2G		

Breakdown	MINI TYKE	ATOM	PEEWE E	BANTAM	Born	MID / JUV
5 YR OLD	40	Minor: 110	Minor: 114	Minor: 115	2000	62
4 YR OLD	17	Major: 106	Major: 113	Major: 122	1999	60
	57				1998	22
					1997	8
					1996	8
						160

	TYKE MD	ATOM A & AE	AA A AE
REP TEAMS < 17	16 (15P	16 (15P	16 16
PLAYERS ON TEAM	1G)	1G)	18

### 2015 FINAL NUMBERS

HL Registrations	63	58	81	74	117	150	166	75	190	974
Rep Registrations			17	34	100	101	102	29	17	400
<b>Dec 31 2015 TOTAL</b>	<b>63</b>	<b>58</b>	<b>98</b>	<b>108</b>	<b>217</b>	<b>251</b>	<b>268</b>	<b>104</b>	<b>207</b>	<b>1374</b>