



Request for Quotations

For

Hockey Uniforms

Request for Quotation No: 25-001

Issued: Wednesday, March 5, 2025

Submission Deadline: Wednesday, March 26, 2025 at 12:00pm

Table of Contents

1	INTRODUCTION	3
1.1	Invitation.....	3
1.2	Type of Contract for Deliverables.....	3
1.3	RFQ Timetable	3
1.4	Submission Instructions.....	4
1.5	Respondents to Review RFQ	4
2	EVALUATION OF QUOTATION	5
2.1	Stages of Evaluation	5
2.2	Mandatory Requirements	5
3	TERMS OF REFERENCE AND GOVERNING LAW.....	6
4	APPENDIX A – RFQ PARTICULARS.....	8
4.1	Deliverables	8
4.2	Product Pricing	13
4.3	Material Disclosures	13
5	APPENDIX B – QUOTATION FORM	14
5.1	Respondent Information	14
5.2	Uniform Pricing List	15
5.3	Ability to Provide Deliverables	16
5.4	Non-binding Price Estimates	16
5.5	Confidential Information of Respondent	16
5.6	Terms of Agreement.....	16
6	APPENDIX C – TERMS AND CONDITIONS	17

1 INTRODUCTION

1.1 Invitation

This Request for Quotations (the “RFQ”) issued by Brantford Minor Hockey Association (“BMHA”) is an invitation to submit non-binding offers for the provision of uniforms as further described in Appendix A. The respondent selected pursuant to this RFQ process will be informed in writing. Respondents not selected will also be informed in writing.

The BMHA is a non-profit organization, comprised of 44 house league teams, 8 rostered select teams, and 26 competitive representative teams. Its brand, the 99ers, are well known throughout Southern Ontario, where teams often travel for various hockey tournaments and is synonymous with the home town of “The Great One”, Wayne Gretzky.

The Brantford 99ers 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 BMHA high standard of excellence.

1.2 Type of Contract for Deliverables

The intention of this award is to achieve two goals:

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

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

- Category A: House League Team Uniforms
- Category B: Representative Team Uniforms

The selected proponent(s) will enter into an agreement with BMHA for the provision of the Deliverables in the form attached as Appendix A to the RFQ. It is BMHA’s preference to enter into the Form of Agreement based on that attached as Appendix A to the RFQ with only one (1) legal entity, but may award each category noted above to separate legal entities, on the basis best value to BMHA. The term of the agreement(s) is to be for a period of two (2) years, with an option in favour of BMHA to extend the agreement(s) on the same terms and conditions for two (2) additional terms of up to **one (1) year each**.

1.3 RFQ Timetable

Issue Date of RFQ	March 5, 2025
Deadline for Questions	March 24, 2025
Vendor Submission Deadline	March 26, 2025
Vendor Presentations	March 31 – April 2, 2025
Award Date	April 10, 2025

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

1.4 Submission Instructions

Respondents are requested to submit their Quotation via electronic e-mail in the form prescribed herein by the Submission Deadline to the BMHA Contact identified below in the manner set out below:

BMHA Contact: Malinda McGee

e-mail: bmha.equipment.director@gmail.com

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 BMHA Contact on or before the Deadline for Questions. BMHA 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 BMHA Contact on any matter it considers unclear. BMHA shall not be responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process. The Respondents and their representatives may not contact individuals employed or engaged by any member of BMHA, other than the BMHA Contact, concerning matters regarding this RFQ. Only information received by the BMHA 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.

2 EVALUATION OF QUOTATION

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 face-to-face vendor presentations with the BMHA RFQ committee.

2.2 Mandatory Requirements

2.2.1 2.2.1 Quotation Form

Each quotation must include a Quotation Form (Appendix B) completed by the respondent. In the Uniform Pricing List please quote, where applicable, the specified manufacturer and product number as well as additional options of the respondent's choosing, up to a maximum of three options.

2.2.2 Other Mandatory Criteria

- Executive summary of the proponent and its ability to support BMHA.
- Proposal for supporting BMHA's annual Hockey Fight's Cancer event held in November. BMHA will be looking for support from the selected proponent in respect of Category B – representative uniforms by way of an annual raffle donation and rolls of lavender hockey tape for the event. This is expected and not part of the bidding process.
- References from two (2) current clients of similar requirements and size. Letters of reference with contact details are preferred. Contact information telephone# e-mail and name of organization and name of contact must be provided. This requirement is waived if the respondent has been a supplier to BMHA during the past three seasons.

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 BMHA until BMHA accepts the respondent's offer in writing;
- e) when evaluating quotations, BMHA 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 BMHA may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- f) BMHA may consider the respondent's past performance on previous contracts or any other relevant information taken into account by BMHA 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 BMHA;
- h) the respondent consents to BMHA's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- i) BMHA may elect not to consider a respondent whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- j) BMHA 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 BMHA, that constitutes a Conflict of Interest; and
- k) BMHA 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.

4 APPENDIX A – RFQ PARTICULARS

4.1 Deliverables

The Supplier will provide hockey uniforms to BMHA and its member teams, including but not limited to:

- House League uniforms;
- House League Select uniforms;
- Representative Team uniforms;
- Practice jerseys;
- Tryout jerseys

Uniform design and requirements are as follows:

House League

- One colour sponsor name or logo on front
- One colour BMHA 99ers logo on upper left chest
- “Stop” logo screened on upper back (middle)
- One colour block numbers on the back
- Jersey to be NHL style and colour to be determined at time of order

House League Select

- White or black sublimated based on the same style as representative home/away jerseys (see below)
- 3 colour 99ers logo on crest
- “Stop” logo screened on upper back (middle)
- One colour block numbers on the back
- Velcro sponsor and name bar
- Pre-numbered determined at time of order

3 on 3

- One colour BMHA 99ers logo on front
- One colour back number

Mini Mac

- One colour front imprint
- One colour back imprint

Representative Home and Away in Black and White

- Edmonton home and away pattern in custom colours
- Double Shoulder and Elbow
- Scooped Bottom and Lace collar with gusset
- 12"x12" Embroidered twill patch – heat pressed and sewn on
- 10" - 2 colour – heat pressed and sewn on back numbers
- 4" - 2 colour – heat pressed and sewn on both arms numbers
- Canada Flag and Stop sign crest
- Sewn Sublimated Name Bar or Velcro bar based on requirements; BMHA ordered jerseys to have sewn on Velcro bars, please price this option
- Socks in custom colours w/built-in Velcro tabs and elastic cuffs



Alternate Third Representative in Red

- Edmonton third pattern in custom colours
- Double Shoulder and Elbow
- Scooped Bottom and Lace collar with gusset
- 12"x12" Embroidered twill patch – heat pressed and sewn on
- 10" - 2 colour – heat pressed and sewn on back numbers
- 4" - 2 colour – heat pressed and sewn on both arms numbers
- Canada Flag and Stop sign crest
- Sewn Sublimated Name Bar or Velcro bar based on requirements
- Socks in custom colours w/built-in Velcro tabs and elastic cuffs



Alternate Hockey Fights Cancer

- Custom sublimated black with lavender accents
- 99ers logo on front
- Lavender with white outline numbers on back and arms
- "STOP" logo screened on upper back (middle)
- Canada Flag and Stop sign crest



Hockey Fights Cancer Pant Shells

- Black with lavender stripe
- 99ers logo on left side



Practice

- Solid colour
- 1 colour 99ers logo on front
- Any additional screening logo/print cost is the responsibility of the BMHA member team

Tryout

- One colour MBHA 99ers logo on upper left chest
- One colour front and back number

Estimated Order Quantities

Estimated order quantities are as follows:

Uniform Type	Order Frequency	Ordered by	Player/Goalie Jersey	Socks
Category A - House League Uniforms				
House League	annual	BMHA	510	510
House League Select	annual	BMHA	102	102
3 on 3	annual	BMHA	322	n/a
Mini Mac	annual	BMHA	160	160
Category B - Representative Team Uniforms				
Home (Black) and Away (White) Jerseys and Socks	annual	member teams	221	221
Alternative Third in Red	as needed	member teams	34	
Alternate Hockey Fights Cancer in Black w/ Lavender Accent	annual	member teams	221	n/a
Hockey Fights Cancer Pant Shells	annual	member teams	85	n/a
Practice	annual	BMHA	442	n/a
Tryout	annual	BMHA	varies based on replacement need	n/a

The estimated order quantities above are based on the number of teams/players in the association and may vary from year to year. BMHA or it’s member teams will not be held responsible for any minimum order quantities based on these estimates.

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. ATC, CCM, Kobe, Under Armour, Adidas, Gilden, Russel, etc.).

4.2 Product Pricing

Pricing Methodology

The Rates will be firm for the first two years of the Agreement. Pricing can not be changed in the first two years regardless of quantity of a product being ordered by BMHA or any BMHA member team.

Catalogue Refresh

Uniforms 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

4.3 Material Disclosures

Product Ordering

BMHA and its member teams may use a variety of ordering methods, including phone, online, email.

Related Services

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

- On site measurement/fittings with uniform and apparel samples in the Spring and Fall; and
- Alterations;

Invoicing

The Supplier will submit to the BMHA an invoice(s) for game jerseys and socks for all House League Uniforms (Category A) and practice and tryout jerseys and representative socks(Category B) after the products have been received at the BMHA's location. If a Deposit is required by the supplier, BMHA and its teams will only provide a maximum of 50% deposit on any item and remaining amount will be due upon completion and delivery of all items in the order.

Please note the supplier is to invoice individual players/families and representative teams for the game jerseys and, if required, sponsor bars(Category B). This is to be agreed upon between the supplier and each team's Manager. The invoices will be in electronic format.

The invoice will be itemized and contain, at a minimum, the following information:

- Invoice number;
- BMHA's organization;
- Full name of the person who placed orders, if applicable;
- BMHA's purchase order number, if applicable;
- Order date;
- Product number

5 APPENDIX B – QUOTATION FORM

5.1 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.

Full Name of Respondent:	
Any other Relevant Name Under Which the Respondent Carries on Business:	
Street Address:	
City, Province	
Postal Code:	
Phone Number:	
Company Website:	
RFQ Contact Person:	
RFQ Contact Phone:	
RFQ Contact E-mail:	

5.2 Uniform Pricing List

*prices to be quoted per unit and in \$CAD, excluding HST

Uniform Type	Requirements	Manufacturer & Product #			Player Price \$			Goalie Price \$			Sock Price \$		
		Option #1	Option #2	Option #3	Option #1	Option #2	Option #3	Option #1	Option #2	Option #3	Option #1	Option #2	Option #3
Category A - House League Uniforms													
House League	refer to particulars in Appendix A												
House League Select	refer to particulars in Appendix A												
3 on 3	refer to particulars in Appendix A										n/a		n/a
Mini Mac	refer to particulars in Appendix A												
Category B - Representative Team Uniforms													
Home (Black) and Away (White) Jerseys & Socks	refer to mock-up in Appendix A; include price of velcro bar	Kobe K3G97R											
Alternate Third in Red & Socks	refer to mock-up in Appendix A	Kobe K3G11R											
Alternate Hockey Fights Cancer in Black w/ Lavender Accent & Socks	refer to mock-up in Appendix A	Kobe Custom Style		n/a			n/a			n/a			n/a
Hockey Fights Cancer Pant Shells	refer to mock-up in Appendix A										n/a		n/a
Practice	refer to particulars in Appendix A										n/a		n/a
Tryout	refer to particulars in Appendix A										n/a		n/a

5.3 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:

Forms to Include:	Initial to Acknowledge
Respondent Information Form (Appendix B)	
Uniform Pricing List (Appendix B)	
Proponent's Executive Summary	
Hockey Fight's Cancer Proposal	
References	

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

5.4 Non-binding Price Estimates

Respondents should provide pricing for the Deliverables described in their Pricing List. 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. 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 BMHA, 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.

5.5 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 BMHA. The confidentiality of such information will be maintained by BMHA, 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 BMHA'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 BMHA Contact.

5.6 Terms of Agreement

The BMHA reserves the right to terminate the Supplier Agreement if they are not satisfied with the product/services, or if the Supplier fails to comply with the agreement.

Name and Title of Respondent Representative

Signature of Respondent Representative

Date:

6 APPENDIX C – TERMS AND CONDITIONS

1) Indemnity

The Supplier shall indemnify, defend and hold and save harmless the BMHA, 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 BMHA from any claim that the use of the Deliverables by the BMHA 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, 2025, and shall expire on April 30, 2027. 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 BMHA, in its sole discretion, may extend the Term for an additional two (2), 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 BMHA

The BMHA 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 BMHA’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 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) Compliance with Laws

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

7) 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.

8) 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 BMHA shall be construed as an endorsement or approval of such Goods.

9) Property of the BMHA

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

10) Entire Agreement

This Agreement, together with the RFQ, 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 BMHA. 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.

11) Time of Essence

Time shall be of the essence of this Agreement.

12) 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 BMHA, unless such transfer or issuance of shares is made pursuant to an initial public offering of common shares under the Securities Act (Ontario).

13) 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 BMHA 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.

14) Independent Parties

This Agreement does not create a relationship of principal and agent or employer and employee between the BMHA 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 BMHA.

15) Currency

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

16) 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.

17) 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.