

# Request for Quotations (RFQ)

RFQ No.: UYMHA-2025-01

Issued: October 27, 2025

Submission Deadline: November 15, 2025

Contact: Adam Jackson, [hockeyops@upperYorkminorhockey.com](mailto:hockeyops@upperYorkminorhockey.com)



## PART 1 – INTRODUCTION

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### 1.1 Invitation

This Request for Quotations (the “RFQ”) issued by Upper York Minor Hockey Association (UYMHA) 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 Supplier selected pursuant to this RFQ process will be informed in writing.

Suppliers not selected will also be informed in writing.

The UYMHA is a non-profit organization, incorporated in 2023. UYMHA is comprised of 4 Minor Development (MD) and 25 competitive (Rep) teams. Its brand, the Upper York Admirals, is becoming well known throughout Ontario, where teams often travel for various hockey tournaments.

The Upper York Admirals brand is a critical component to our success therefore the quality of apparel and service provided by the successful Supplier must be aligned with the UYMHA high standard of excellence.

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

### 1.2 Type of Contract

The intention of this award is to achieve two goals:

1. for the supply and delivery of UYMHA uniforms, team apparel and equipment;
2. to permit the successful Supplier(s) the use of the UYMHA logo for the purposes of marketing and selling Products to UYMHA staff, members and the general public.

The successful Supplier(s) will propose a program that is beneficial to UYMHA, 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:** Rep Team Uniforms
- **Category B:** UYMHA Apparel

- **Category C: Equipment**

The selected Supplier(s) will be requested to enter into negotiations for an agreement with UYMHA for the provision of the Deliverables in the form attached as Appendix A to the RFP. It is UYMHA'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 UYMHA.

The term of the agreement(s) is to be for a period of three (3) years, with an option in favour of UYMHA 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: October 27, 2025
- Deadline for Questions: November 7, 2025
- Deadline for Issuing Addenda: November 10, 2025
- Submission Deadline: November 15, 2025
- Award Notification: December 19, 2025

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

### **1.4 Submission Instructions**

Suppliers are requested to submit their Quotation Form (Appendix B) in the form prescribed herein by the Submission Deadline through the form provided via email to [apparel@upperYorkminorhockey.com](mailto:apparel@upperYorkminorhockey.com).

### **1.5 Suppliers to Review RFQ**

Suppliers shall promptly examine all 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 UYMHA Contact on or before the Deadline for Questions.

UYMHA is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the Supplier to seek clarification from the UYMHA Contact on any matter it considers unclear. UYMHA shall not be responsible for any misunderstanding on the part of the Supplier concerning this RFQ or its process.

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

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

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

## **PART 2 – EVALUATION OF PROPOSALS**

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### **2.1 Evaluation Stages**

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. Based on the results of Stage II, a shortlist of top-ranked Suppliers may be invited to participate in Stage III.
- **Stage III** will consist of a face to face presented by the shortlisted Suppliers. Each selected Supplier will be invited to present their proposed approach, qualifications, and understanding of the Deliverables to the evaluation team. Mock up samples of items being proposed be included in the presentation. Presentations will be evaluated based on clarity, relevance, and alignment with the Rated Criteria. Additional details regarding the format and scheduling of presentations will be provided to shortlisted Suppliers.
- **Stage IV** will involve final scoring and selection. The top-ranked Supplier as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected Supplier 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 Supplier and the selection of another Supplier, or the cancellation of the RFQ.

### **2.2 Mandatory Requirements**

- Completed Proposal Form (Appendix B)
- Rate/Price List for all items including product descriptions, manufacturing product numbers, colours, etc.
- References from three (3) current clients of similar requirements and size.
  - Letters of reference with contact details are preferred.

- Contact information telephone number e-mail and name of organization and name of contact must be provided.
- Warranty and return policy documentation
- Proof of general liability insurance from the Supplier's insurer.

## **2.3 Rated Criteria**

In addition to submitting the Quotation Form, noted above and if applicable, Suppliers 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 Supplier will be the most qualified Supplier. UYMHA may request additional information from Suppliers to assist in making this determination.

## **PART 3 – TERMS OF REFERENCE**

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This RFQ does not create a legally binding process. UYMHA reserves the right to cancel, amend, or reject any proposal. All logos and branding remain the property of UYMHA.

In responding to this RFQ, and to be eligible for consideration, each Supplier 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 Supplier 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 Supplier and UYMHA until UYMHA accepts the Supplier's offer in writing;
- e) when evaluating quotations, UYMHA may request further information from the Suppliers or third parties in order to verify, clarify or supplement the information

provided in the Supplier's submission, and UYMHA may revisit and re-evaluate the Supplier's submission or ranking on the basis of any such information;

- f) UYMHA may consider the Supplier's past performance on previous contracts or any other relevant information taken into account by UYMHA when determining the acceptability of a Supplier;
- g) disqualify a Supplier for any conduct, situation or circumstance that constitutes a Conflict of Interest, as solely determined by UYMHA. "Conflict of Interest" shall have the meaning ascribed to it in the Quotation Form (Appendix B);
- h) the Supplier consents to UYMHA's collection of the information as contemplated under this RFQ for the uses contemplated under this RFQ;
- i) UYMHA may elect not to consider a Supplier whose quotation contains misrepresentations or any other inaccurate, misleading or incomplete information;
- j) UYMHA may prohibit a Supplier 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 Supplier to honour its pricing or other commitments made in its quotation, or (iii) any other conduct, situation or circumstance, as solely determined by UYMHA, that constitutes a Conflict of Interest; and
- k) UYMHA 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**

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### **1) Indemnity**

The Supplier shall indemnify, defend and hold and save harmless the UYMHA, 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 UYMHA, its directors, officers, employees or subcontractors. The UYMHA shall indemnify the UYMHA from any claim that the use of the Deliverables by the UYMHA 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, 2026, and shall expire on April 30, 2029, 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 UYMHA, in its sole discretion, may extend the Term for an additional period of two (2), one (1) year periods by giving written notice to the UYMHA prior to the commencement of the extension period upon the same terms and conditions.

### **3) Termination by UYMHA**

The UYMHA 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 UYMHA'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) UYMHA'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, two million dollars (\$2,000,000) aggregate. The policy shall include UYMHA 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 UYMHA shall be construed as an endorsement or approval of such Goods.

## **10) Property of the UYMHA**

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

## **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 UYMHA. 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 UYMHA, 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 UYMHA 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 UYMHA 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 UYMHA.

#### **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

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### 1) Supplier 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 Supplier:</b>                                          |  |
| <b>Any Other Relevant Name under Which the Supplier Carries on Business:</b> |  |
| <b>Street Address:</b>                                                       |  |
| <b>City, Province/State:</b>                                                 |  |
| <b>Postal Code:</b>                                                          |  |
| <b>Phone Number:</b>                                                         |  |
| <b>Company Website:</b>                                                      |  |
| <b>RFQ Contact Person and Title:</b>                                         |  |
| <b>RFQ Contact Phone:</b>                                                    |  |
| <b>RFQ Contact E-mail:</b>                                                   |  |

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

The Supplier 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 UYMHA accepts the Supplier's offer in writing.

### **3) Ability to Provide Deliverables**

The Supplier has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The Supplier 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 Supplier encloses herewith as part of the proposal the mandatory forms set out below:

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

Notice to Suppliers: 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**

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

The Supplier confirms that the pricing information provided is accurate. The Supplier 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 Supplier 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 UYMHA, 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 Supplier is deemed to have read and accepted all addenda issued by UYMHA prior to the Deadline for Issuing Addenda. The onus remains on Suppliers to make any necessary amendments to their quotations based on the addenda. The Supplier 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:\_\_\_\_\_. Suppliers 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, Suppliers 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 Supplier 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 Suppliers, (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 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 judgment, 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 Supplier 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 Supplier declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the Supplier foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

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## **7) Confidential Information of Supplier**

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

**Signature of Witness**

**Signature of Supplier Representative**

**Name of Witness**

**Name and Title**

**Date:** \_\_\_\_\_

I have authority to bind the Supplier.

## APPENDIX C – RFQ PARTICULARS

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### 1) Deliverables

The Supplier will provide hockey uniforms and other apparel (Product(s)) to the Upper York Minor Hockey Association (UYMHA), including but not limited to:

- UYMHA Team uniform;
- UYMHA Pre-game Warm Up Attire
- UYMHA branded apparel
- UYMHA branded equipment & accessories.

All proposed Products, must be fully printable.

### Category A: Rep Team Uniforms

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

- Game jerseys (home/away) with approved logos, tackle twill numbers, name bars
  - Current jersey is a Kobe K3G Winnipeg Jets Home & Away
- Game socks
  - Current socks are matching Kobe Winnipeg Jets Home & Away
- Practice jerseys (optional)
- Practice socks (optional)

Colour palette and uniform specifications can be found in the [UYMHA Apparel Policy](#).

### Game Off-Ice Apparel

- Track suits, hoodie and UYMHA t-shirt for U9 – U12 teams
- Dress attire for U13+ teams
- Coaches' jackets, dress shirts, and optional toques

### Category B: UYMHA Apparel

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

- Coaching Jacket
- Crewneck Sweater or Sweatshirt
- Full Zip Sweater or Sweatshirt
- Hoodie Sweatshirt
- Fitted Baseball Hat
- Snapback Baseball Hat
- Golf Shirt

- Long Sleeve Tee
- Shorts
- Sweatpants
- Toque
- Track Suit Bottom
- Track Suit Jacket
- T-Shirt
- Winter Jacket
- Duffel Bag
- Backpack
- Coaches Bag

### **Size Range**

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

The Supplier will not charge UYMHA an extra amount for oversized Products.

From time to time, UYMHA 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
- Male:
  - From extra small ("XS") to five (4) extra-large ("4XL").

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 extra-large ("XL"); and/or
- Youth (boys and girls):
  - From extra-small ("XS") to extra-large ("XL"); and

### **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, etc.).

### **Category C: Equipment**

UYMHA players' required equipment include:

- Navy blue pants/shells
- CSA-approved white helmets
- Navy blue gloves with white/light blue trim
- Navy and white hockey bag with UYMHA logo on it (Optional)

Players are NOT required to replace their equipment every year.

Player's purchase their equipment at their own discretion.

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

### **Colour**

UYMHA official colours are navy blue, light blue, silver and white.

Suppliers must be able to provide the UYMHA logo in its official pantone colours (available in the [Upper York Apparel Policy](#)).

Suppliers must also be able to provide the colour standards in physical exemplars for verifiable and visual reference to ensure consistent colours across all products.

### **Logo and Decoration Services**

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

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

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

## **2) Product Pricing**

### **Pricing Methodology**

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

### **Optional Pricing Refresh**

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

The 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 UYMHA, 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.

### **3) Material Disclosures**

#### **Product Management**

##### **Product Lists**

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

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

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

##### **Product Ordering**

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

##### **Online Ordering**

UYMHA's preference is to use the Supplier's website or a website customized for UYMHA by the Supplier 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 UYMHA (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.

##### **UYMHA Website**

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

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

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

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

The Supplier is expected to provide at least three calendar days during each year to attend UYMHA sanctioned events for the purposes of distributing product to clients, set up sales

kiosks and sell/promote UYMHA branded products. UYMHA and the Supplier will develop an event schedule prior to the start each season. UYMHA has the right to adjust the event schedule with 15-calendar days notice.

### **Lot of Minimum Order**

The Supplier 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 UYMHA's location by the UYMHA (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 fourteen (14) Business Days.

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

### **Product Samples**

During the Term of the Agreement, UYMHA may request Product samples (e.g. jackets) for testing and evaluation to ensure Products meet UYMHA's 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 UYMHA at no cost. At the end of the evaluation, UYMHA are under no obligation to purchase these samples. UYMHA 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 UYMHA 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 UYMHA.

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

UYMHA requires central delivery. Delivery charges of any kind will not be accepted or paid. UYMHA 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 UYMHA's required information (e.g. name of the person/team 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**

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

### **Hockey Season Planning**

UYMHA and the Supplier will begin uniform planning and delivery processes in JANUARY of each calendar year.

- UYMHA 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 UYMHA 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 UYMHA.

The Supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective Products from the UYMHA's location. UYMHA 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, UYMHA will have an option to cancel or keep the back orders.

Back orders beyond the season start up for UYMHA 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 UYMHA players, coaches and trainers and are an important requirement for inclusion in sanctioned UYMHA and other official events. Without official attire, UYMHA will forfeit games, events and tournaments where dress uniform attire is mandatory. Failure to deliver Products to UYMHA in the agreed upon lead times will result in damages to UYMHA 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.

UYMHA may collect or deduct payments to the UYMHA for liquidated damages for each calendar day that deliveries are not completed beyond agreed upon lead-time. In the event that delivery of products go beyond the agreed upon lead-time, and with no fault of the UYMHA, the Supplier shall pay the UYMHA \$100.00 per day for every day exceeding the mutually 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.

### **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. UYMHA will not be responsible for excess inventory, expediting costs or inventory carrying costs.

## **Related Services**

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

- On site measurements (sizing days);
- Sizing kit;
- Sample(s).

## **Fair Labour Practices**

UYMHA requires the Supplier and its subcontractors to comply with the local and international laws and regulations in terms of clothing manufacturing. The Supplier 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 ensure 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 UYMHA a consolidated monthly invoice after Products have been received at the UYMHA's location. The consolidated monthly invoices will be in either paper or electronic format, as detailed in the UYMHA's agreement. The invoice will be itemized and contain, at a minimum, the following information:

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

## **Payment Terms**

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

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

## **Customer Support**

During the hockey season, UYMHA activities run seven days a week from 7am to 11pm. Call volumes and support are in highest demand from August 1st to October 1st.

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

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

## **Reporting to UYMHA**

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

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

## **Marketing and Sales Support**

The Supplier and the UYMHA may hold sales and marketing events to promote and sell UYMHA 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:

| <b>Rated Criteria Category</b>       | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Weighting (Points)</b> |
|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Cost</b>                          | Supplier should include pricing for all Products outlined in the Rate Bid Form.<br><br>UYMHAs should also include a schedule of pricing for decorating services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 40                        |
| <b>Supplier's Executive Summary</b>  | Provide an overall summary of the Supplier and its ability to support the UYMHA. 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 UYMHA.                                                                                                                                                                                                                                                                                                                                                                                                                 | 5                         |
| <b>Qualifications and Experience</b> | 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.<br><br>If the Supplier is a distributor, include the number of years it has been licensed by the manufacturer to supply its product lines.<br><br>If the Supplier is a manufacturer, please describe its experience distributing the Deliverables to other clients of similar size and scope.<br><br>Describe production of deliverables (e.g., products made in-house, over seas, decorating in-house or sub-contracting out ...) | 20                        |
| <b>Customer Representative</b>       | The experience and qualifications of Supplier's direct contact person, as proposed by the Supplier. Including the number of years employed with the Supplier, the representative's sales territory and number of years as that territory representative. Suppliers will also provide references for the representative's top two current clients.                                                                                                                                                                                                                                                                                                                                             | 20                        |

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |            |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| <b>Customer Escalation Process</b>       | Detail the Supplier's issue escalation process. Include a company hierarchy illustrating the roles and responsibilities of each in the escalation process.                                                                                                                                                                                                                                                                                                                                                     | 10         |
| <b>Product (Lines) Offered</b>           | Provide an overview of the products offered, demonstrating the breadth, depth and capacity to carry the proposed Product line(s) required by UYMHA.                                                                                                                                                                                                                                                                                                                                                            | 25         |
| <b>Inventory</b>                         | <p>Detail the Suppliers inventory forecasting and stocking processes to prepare for and manage UYMHA's program requirements.</p> <p>Include methodology for minimum inventory levels with a focus on ensuring continuity of supply throughout the term of the agreement</p>                                                                                                                                                                                                                                    | 25         |
| <b>Ordering Process for Deliverables</b> | <p>Detail the Supplier's ordering capabilities, with a focus on online ordering. Explain the following:</p> <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 UYMHA point of delivery.</li> <li>8. Invoicing and payment processes</li> </ol> | 25         |
| <b>Building Brand Awareness</b>          | UYMHA represents a significant customer based beyond the team uniform and apparel programs. Suppliers should explain how they would work with UYMHA to increase Admirals brand awareness                                                                                                                                                                                                                                                                                                                       | 5          |
| <b>Total Points</b>                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>175</b> |

**APPENDIX E – UYMHA REGISTRATION INFORMATION**

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| <b><i>Age Group</i></b> | <b><i>2023/24</i></b> | <b><i>2024/25</i></b> | <b><i>2025/26</i></b> |
|-------------------------|-----------------------|-----------------------|-----------------------|
| <b><i>U8</i></b>        | No team with UYMHA    | No Team with UYMHA    | 36                    |
| <b><i>U9</i></b>        | No team with UYMHA    | No Team with UYMHA    | 37                    |
| <b><i>U10</i></b>       | 52                    | 51                    | 49                    |
| <b><i>U11</i></b>       | 51                    | 50                    | 51                    |
| <b><i>U12</i></b>       | 52                    | 50                    | 51                    |
| <b><i>U13</i></b>       | 52                    | 50                    | 50                    |
| <b><i>U14</i></b>       | 51                    | 52                    | 53                    |
| <b><i>U15</i></b>       | 52                    | 52                    | 51                    |
| <b><i>U16</i></b>       | 53                    | 51                    | 54                    |
| <b><i>U18</i></b>       | 74                    | 75                    | 75                    |
| <b><i>Totals</i></b>    | <b><i>437</i></b>     | <b><i>439</i></b>     | <b><i>507</i></b>     |

## APPENDIX F – BID RATE FORM

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Bids on the rate form shall be for a firm fixed prices without escalator clauses or other qualifications for the entire term of the Contract. Bidders are required to show the price of all items including all screening and sewing as required and stated in the UYMHA apparel policy.

Current brands listed, but bids are not restricted to current brand, however quality of the current brand or equivalent is preferred.

| Item                       | Current Brand      | Proposed Style | Unit Price |
|----------------------------|--------------------|----------------|------------|
| Game Jerseys               | Kobe K3G Winnipeg  |                |            |
| Game Socks                 | Kobe K3G Winnipeg  |                |            |
| Practice Jerseys           | Athletic Knit      |                |            |
| Practice Socks             | Athletic Knit      |                |            |
| CSA Helmets (White)        | varied             |                |            |
| Hockey Gloves              | Bauer              |                |            |
| Hockey Pants               | Bauer              |                |            |
| Hockey Pant Shells         | Kobe               |                |            |
| Coaching Jacket – Option 1 | Canada Sports Wear |                |            |
| Coaching Jacket – Option 2 | Roots              |                |            |
| Crewneck Sweater           | Under Armour       |                |            |
| Full Zip Sweater           | Under Armour       |                |            |
| Hoodie Sweater             | Under Armour       |                |            |
| Fitted Baseball Hat        | Under Armour       |                |            |
| Snapback Baseball Hat      | Yupoong            |                |            |
| Toque – Option 1 (PomPom)  | Athletic Knit      |                |            |
| Toque – Option 2 (Beanie)  | Sanmar             |                |            |
| Golf Shirt                 | Under Armour       |                |            |
| Long Sleeve Perf T-shirt   | Under Armour       |                |            |
| Short Sleeve Perf T-shirt  | Under Armour       |                |            |
| Perf shorts                | Under Armour       |                |            |

|                                                              |                 |  |  |
|--------------------------------------------------------------|-----------------|--|--|
| Sweatpants                                                   | Under Armour    |  |  |
| Track Suit Pants                                             | Under Armour    |  |  |
| Track Suit Jackets                                           | Under Armour    |  |  |
| Winter Jacket                                                | Cutter and Buck |  |  |
| Duffel Bag                                                   | Under Armour    |  |  |
| Bag Pack                                                     | Under Armour    |  |  |
| Hockey Bag Senior Player                                     | Custom PVC      |  |  |
| Hockey Bag Junior Player                                     | Custom PVC      |  |  |
| Hockey Bag Goalie                                            | Custom PVC      |  |  |
| Coach's Bag                                                  | Custom PVC      |  |  |
| Garment Bag                                                  | Kobe            |  |  |
| <b>May include other items that may be of interest below</b> |                 |  |  |
|                                                              |                 |  |  |
|                                                              |                 |  |  |
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|                                                              |                 |  |  |
|                                                              |                 |  |  |

Please Provide percentage estimates for each additional year

| <b>Year 2 Price Estimate</b> | <b>Year 3 Price Estimate</b> | <b>Year 4 Price Estimate</b> | <b>Year 5 Price Estimate</b> |
|------------------------------|------------------------------|------------------------------|------------------------------|
|                              |                              |                              |                              |