



REQUEST FOR PROPOSALS ("RFP")

RFP 2022-09 – Calgary Axemen Lacrosse Jerseys

Calgary Axemen Lacrosse Club

RFP Issue Date: 15 September 2022

RFP Closing Date and Time: 15 October 2022 by 23:59 MST

Contact: Robin Latajka

Email: executivedirector@axemenlacrosse.com

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1.0 GENERAL

1.1 Contacts

Vendors are invited to submit Proposals for the provision of the jerseys as specified in this RFP. All questions should be submitted via email with the subject heading: **RFP 2022-09 – Calgary Axemen Lacrosse Jerseys**. Questions or inquires can be sent to executivedirector@axemenlacrosse.com

1.2 Shortlisting

A shortlist of Vendors may be established. Shortlisted Vendors may be requested to make formal presentations of their Proposal to the Evaluation Team. Key Vendor management and personnel will be expected to participate in the presentations. These presentations will be made at no cost to the Axemen Lacrosse Club

1.3 Due Date

Proposals must be received no later than 15 October 2022 at 23:59 MST. Proposals can be emailed to executivedirector@axemenlacrosse.com

1.4 Schedule of RFP Events

Request for Proposals Issues: 15 September 2022

Proposals Due: 15 October 2022 23:59 MST

Evaluation of Proposals: Week of 17 October 2022 to 23 October 2022

Shortlisting Presentation, if required: 26 November 2022

Selection of preferred vendor: 5 December 2022

Set up to receive/start processing orders: 1 January 2023 or earlier

2.0 PROJECT INFORMATION

Axemen Lacrosse Club is seeking to award a contract to a vendor or vendors for the exclusive rights to supply Logo/Brand name jerseys to the Axemen Lacrosse Club.

Axemen Lacrosse Club is a not-for-profit sports association for the sport of box lacrosse in the South-East of Calgary, Alberta. In 2017, the club had 27 teams and 420 registered player's ranging from the ages of 4 to adult. Box lacrosse is a male and female sport and the Axemen Lacrosse Club represents both.

2.1 Scope of Services

The scope of vendor services will include jerseys for both players and goalies for all divisions. We will be purchasing jerseys from the awarded vendor by one or two divisions a year, each year.

2.1.1 Products

- All jersey products provided under this RFP must be new. Items which are used, demonstrators, obsolete, or have been discontinued are unacceptable. Team Jerseys will be ordered with our traditional colours (navy blue, powder blue, grey, and white) and logo and sublimated. Other designs as requested will also be included.

2.1.2 Ordering and Invoicing

Vendors replying to this RFP must complete *Appendix D* of this RFP document

- Purchase order numbers must appear on all invoices and include the following:
 - Specific description of items purchased
 - Pricing as awarded by RFP – invoices will not be paid if the listed price does not match what was listed on the quote for product
- All ordering will be done by the Axemen Board
- Vendor must supply dates for jersey orders to have items available before each season
- All quotes must be FOB destination, freight prepaid
- The awarded vendor must be able to deliver all products (unless printed) to the club not more than 14 days from the order date.
- Vendors must provide a proof of design to the Axemen Lacrosse Club prior to printing. Vendors must use the provided Axemen logos and colors requested for all printed goods. The logos cannot be altered, reproduced, or used outside the Axemen Lacrosse Club

2.1.3 Warranties

- All vendors must submit and include all warranty information with submission of the proposal
- The awarded vendor shall guarantee the original purchase for a period of no less than one year from the date of purchase and acceptance of goods. The awarded vendor will replace or repair any defective alterations that is caused by normal wear and tear

- Any standard manufacturer guarantee or warranty shall not be nullified from a period of longer than one year if the guarantee or warranty is longer than one year for the product
- The awarded vendor must be able to package and ship, in quantities specified, on a timely basis. All packing and shipping must be guaranteed to provide adequate protection against damage and deterioration
- Inspection will be completed upon arrival of product. Product not in accordance with specifications will be returned at the awarded vendors' expense. The Axemen Lacrosse Club reserves the right and has sole discretion to determine if the product meets the club's standards

2.1.4 Pricing

- Bids must disclose and include any all fees, costs or expenses to be charged for the goods and services provided
- Pricing must be all inclusive. Separate delivery costs are not permitted
- Delivery and storage costs are the responsibility of the awarded vendor and must be incorporated in bid pricing and paid for by the awarded vendor
- The awarded vendor will arrange for the return of all erroneously ordered or shipped items at no cost to the Axemen Lacrosse Club. There will be no restocking fee for returned items that were damaged or shipped by the vendor in error

2.1.5 Term of Contract

- The anticipated contractual period will be for two years with two possible renewals of one year each. The Axemen Lacrosse Club reserves the right to alter this time period upon review of all proposals
- The contract will take effect for the 2023-2024 lacrosse season. The pricing and contract will be effective from November 1st, 2022 through December 31st, 2024
- The contractual period will be subject to budgetary approval on a yearly basis

2.1.6 Termination of Contract

- The Axemen Lacrosse Club reserves the right to terminate the awarded vendors' services for cause at any time during the term of the contract
- In the event that services are terminated by the Axemen Lacrosse Club, written notice will be provided 30 days in advance of termination date
- The vendor will be responsible for any additional costs incurred by the Axemen Lacrosse Club in utilizing any replacement vendor

2.1.7 Procedural Requirements and Amendments

- The awarded vendor will comply with all procedural instructions that may be issued from time to time by the Executive Director of Axemen Lacrosse Club or designee

- During the contract period, no change is permitted in any of its conditions and specifications unless the awarded vendor received written approval from Axemen Lacrosse Club
- During the term of the contract or any extension thereof, the Axemen Lacrosse Club reserves the right to add or delete specific services. The club will give the vendor 30 days' notice to do so
- Periodic meetings with the vendors executive team and/or manager may be required to discuss services

2.1.8 Insurance Requirements

- Proof of insurance is required from the awarded vendor. Details of insurance must include coverage liability to the services. Such coverage must be adequate to sufficiently cover the services detailed herein and must include, at minimum, general liability insurance coverage and professional liability insurance coverage. Axemen Lacrosse Club will require current certificates outlining requirements laid out herein. This is required within 10 days after receipt of notice of intent to award contract. Proof of insurance will be required on an annual basis
- The awarded vendor shall carry sufficient insurance to protect itself and the Axemen Lacrosse Club from any property damage or bodily injury claims arising out of the contracted work. Primary coverage of insurance shall not relieve the awarded vendor on any liability for injury, death, and property damage that is greater than insurance coverage
- Insurance proof provided to the Axemen Lacrosse Club must not change during the course of the contract with the club
- All insurance must be in place and take effect no later than 12:01 am at the start of the day of the contract
- The awarded vendor agrees to bear any self-insured retention or deductible for all policies herein. All insurance cannot be cancelled by affiliates without 30 days written notice
- The awarded vendor agrees to defend, indemnify, and hold harmless Axemen Lacrosse Club and its board members, employees, and members of the association from all actions, claims and demands whatsoever that be asserted by, or on behalf of anyone, against the Axemen Lacrosse Club, its board members, employees, and members of the association because or as a result of, any injury, or illness that may occur to or be sustained by any person, agency, or company that arises out of the activities conducted under the RFP by the bidder, their employees or anyone actioning on the awarded vendors behalf

2.1.9 Representations and Warranties

- The awarded vendor must have legal capacity to execute and perform any agreement arising from the RFP
- Agreement arising from the award of the RFP is a valid and binding agreement enforceable against the vendor according to its terms

- The execution and performance of any agreement by the awarded vendor does not, and will not, violate or conflict with the terms of any existing agreement or understanding of which the vendor is a party
- The execution and performance of an agreement by the awarded vendor does not, and will not, violate or conflict with any law, rule, regulation, judgment or order of any court or other adjudicative entity binding the awarded vendor
- The awarded vendor knows of no reason why the vendor is any way, physically, legally, or otherwise, precluded from performing the obligations under an agreement arising from this RPF, in accordance with its terms, including without limitation those relating to health and safety
- Such warranties shall survive and shall not be deemed waived by delivery or acceptance of, or payment for the goods and services
- The vendor warrants and represents that the jerseys, when delivered, shall meet or exceed all applicable standards as mandated by Provincial and Federal regulation

2.1.10 Indemnity

- The awarded vendor agrees to indemnify, protect, save harmless, and defend the Axemen Lacrosse Club, its board members, employees, and members of the association from and against any and all claims, losses, costs, damages, and expenses, including legal costs and attorney fees, and demands of any kind whatsoever, whether for bodily injury, including death, damage to property, including the loss of work performed by the proper, its agents and employees, alone or with others, or resulting from or arising out of services provided jointly by the proposer, its agents or employees or servants
- The awarded vendor shall reimburse, and make good to the Axemen Lacrosse Club all monies, which the Axemen or its representatives shall pay, or cause to be paid, or become liable to pay, by reason of such claims, or in connection with any litigation, investigation, or other matters connected therewith
- This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement

2.1.11 Default

In case of failure to deliver goods or services in accordance with the contract terms and conditions, Axemen Lacrosse Club, after due oral or written notice, may procure substitution goods or services from other sources and hold the awarded vendor responsible for any resulting additional purchasing and administrative costs. This remedy in addition to any other solution, which Axemen Lacrosse Club may have

2.1.12 Sale or Bankruptcy of Business

- If during the life of this agreement, the awarded vendor disposes of its business by sale, transfer, force of law or by any means to another party, all obligations are transferred to such purchases. In this event, the new owner(s) may, in Axemen lacrosse's Club discretion, be required to submit a performance bond in the amount of the value of services to be delivered pursuant to this agreement

- In the event of the institution of any proceedings by or against the awarded vendor, voluntarily or involuntarily, in bankruptcy or insolvency, or under the provisions of the Bankruptcy and Insolvency Act, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors of the property of the vendor, Axemen Lacrosse Club shall have, in addition to the rights previously stated, the right to cancel this agreement forthwith

2.1.13 General

- Axemen Lacrosse Club may need to issue one or more addenda related to the RPF. Such addenda shall be added to the original RPF document and provided via email to bidders
- Short procedural inquiries may be accepted by telephone by the buyer noted for this project. However, oral explanations or instructions given over the telephone shall not be binding upon the Axemen Lacrosse Club. Bidders shall no contact any person within the Axemen Lacrosse Club directly, in person, or by telephone, other than the assigned buyer, concerning this project
- If a joint venture is submitting a bid, the agreement between the parties relating to such joint venture may not assign sell or sub-contract its obligations under the contract to any third party without prior approval in writing by the awarded vendor
- Axemen Lacrosse Club reserves the right to negotiate the terms and conditions of the contact to obtain the most advantageous situation for the Axemen Lacrosse Club
- Axemen Lacrosse Club reserves the right to suspend or terminate the procurement process described in this RFP at any time. If terminated, Axemen Lacrosse Club may determine to commence a new procurement process or exercise any other rights provided under applicable laws without any obligation to the respondents
- Patents – The awarded vendor shall hold and save the Axemen Lacrosse Club, its board members, employees, and members of the association harmless from liability of any nature or kind, including cost and expense for or on account of any patented or unpatented invention, article or applicable manufacturer or use in materials and forms of construction as will satisfy the Axemen Lacrosse Clubs requirements
- Submissions are property of the Axemen Lacrosse Club and will be held confidential during the bid process until such time as the final contract is executed, upon such time the bid submittals may be subject to the Privacy Act for non-propriety information. It is the responsibility of the prospective vendor to indicate what submitted information is proprietary. Submitted packages will not be returned to respondents
- In submitting a bid, the vendor agrees, unless specifically authorized in writing by an authorized shall not use, the name of the Axemen Lacrosse Club, its officials or employees, or the logo of the club in any advertising, publicity, promotion or to express or imply any endorsement of the Axemen Lacrosse Clubs services
- The preparation of a bid shall be at the expense of the respondent. Axemen Lacrosse Club will not reimburse vendors for any costs associated with the preparation or submittal of a response
- Axemen Lacrosse Club does not allow payment of attorney fees for litigation regardless of disposition of the matter

- By responding to this RFP, vendors acknowledge and consent to the conditions set forth herein relative to the submission, review and consideration of our response
- Submissions which, in the sole judgment of the Axemen Lacrosse Club, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected
- The Axemen Lacrosse Club will accept jurisdiction in any province except for Alberta
- The Axemen Lacrosse Club reserves the right to reject any or all submissions or to award in whole or in part if deemed in the best interest of the Axemen Lacrosse Club to do so
- Protest of restrictive specifications or improprieties in the solicitation, by any interested party, must be received by the Axemen Lacrosse Club in writing not less than 5 working days before the closing date for receipt of submissions
- The bidder is required to carefully examine the work proposed, the specifications and any drawings for the work, and to compute the quantities of labour or material entering therein, and to determine for himself, the difficulties incidental to the prosecution of the work, and the presentation of a bid shall be considered as conclusive evidence of such examination
- Bidders assume sole responsibility for the complete effort required in this RFP. No special considerations shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid in response to this offering, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP
- The Axemen Lacrosse Club has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Axemen Lacrosse Club shall provide advanced, written notice to the awarded vendor. If this occurs, the awarded vendor will submit within five (5) working days to the Axemen Lacrosse Club, an itemization of the work effort already completed by task or subtask. The awarded vendor shall be compensated for such work effort according to the applicable portions of its cost proposal
- The Axemen Lacrosse Club reserves the right to award in part, or to award to more than one vendor

2.1.14 Submission Requirements

- Conditional submissions will not be accepted
- The bidder must provide a listing of at least three (3) references from current and former clients at organizations similar to the Axemen Lacrosse Club. References must include the name, title and telephone number of a contact person at each company. The Axemen Lacrosse Club reserves the right, but is not obligated to contact any company as a reference
- Bid submissions must include a history of experience in projects of this nature – similar size and complexity. Supplier must demonstrate success in previous projects of a similar nature

- Bids should include all information requested in *Appendix D* of this RFP and should also address services listed in the Scope of Services, Submission requirements and other sections above
- Proposals must be emailed with the subject heading of “**RFP 2022-09 – Calgary Axemen Lacrosse Jerseys**” to executivedirector@axemenlacrosse.com. The proposal email must include the full legal name and business address of the vendor
- Each proposal must be accompanied by a cover letter to address the requirements and evaluation criteria (*Appendix A*) of this RFP
- Additional incentives above and beyond the evaluation criteria could include items such as product credits for accomplishments such as teams entering City and/or Provincial Championships, fundraising support to the Axemen Lacrosse Club, scholarships, fee for exclusivity, jersey bags with Axemen logo
- In the case of tie bids, the RFP will be awarded to the vendor(s) best meeting the Axemen Lacrosse Club
- Bidders may present any individual, or combination of, the discounts illustrated in Appendix B or create their own discount proposals
- Bidders using volume of percentage (%) discounts must submit a catalogue with their proposal which lists all products being offered to include unit pricing

APPENDIX A

1. Instructions

In order to be considered for the awarded, all proposals must be received by the Axemen Lacrosse Club via email at the required time. Any proposal package not received on time will be rejected.

Submit your proposal to executivedirector@axemenlacrosse.com by 15 October 2022 by 23:59 MST

Label all proposals: **RFP 2022-09 – Calgary Axemen Lacrosse Jerseys**

2. Evaluation and Selection Criteria

An initial screening of all submissions will be conducted to determine overall responsiveness. Submission determined to be incomplete or not responsive will be disqualified. Submission must include all information request in **Appendix D** of this RFP.

Selection of the awarded vendor shall be based solely on the review by the Axemen Lacrosse Club Board Members of the submissions and the criteria set forth above. The Axemen Lacrosse Club reserves the right to interview the respondents.

Award shall be made to the responsible proposer who is determined to be the most advantageous to the Axemen Lacrosse Club. It is anticipated that the Axemen Lacrosse Club will award to the lowest bidder of the submitted products or approved equals.

3. Evaluation and Selection Criteria

Submissions will be evaluated based on point system below by the Axemen Lacrosse Club.

Bidders will be awarded points in the following categories:

| Point Categories | Number of Points Possible |
|---|----------------------------------|
| 1. Pricing | 30 |
| 2. Discount (see Appendix B) | 20 |
| 3. Experience including References | 25 |
| 4. Additional Incentives (see Appendix B) | 25 |

APPENDIX B

1. Sample Discounts

- a. Volume
 - i. 15% on all products
- b. Tiered
 - i. Purchases up to \$10,000 receive a 15% discount
 - ii. Purchases between \$10,001 and \$45,000 receive an 18% discount
 - iii. Purchases between \$45,001 and up receive a 22% discount

2. Sample additional incentives may include, but not limited to

- c. Fees for 100% exclusivity
- d. Incentive Bonuses tied to annual expenditure thresholds
- e. Promotional Merchandise
- f. Jersey bags with Axemen logo for each team set

Proposal Page

The undersigned bidder, in response to the Axemen Lacrosse Clubs RFP for jersey - **RFP 2022-09 Calgary Axemen Lacrosse Jerseys**, having carefully examined the proposal documents and being familiar with the conditions surrounding the proposed project, hereby proposed to provide such products and services meeting the requirements outlined in this RFP, in accordance with the proposal attached hereto.

Submission of a proposal against this RFP in your acknowledgement that subjective criteria will be used in the evaluation of the proposals. Award shall be made to the responsible proposer(s) who are determined to be the most advantageous to the Axemen Lacrosse Club.

Signature: _____

Name: _____

Company _____

Name: _____

Address: _____

Phone #: _____

Email: _____

APPENDIX D

Goods, Professional Services and General Service Products

**UNLESS NOTED OTHERWISE, ALL APPLICABLE ITEMS MUST BE RETURNED WITH SUBMISSION
PACKAGE OR SUBMISSION WILL BE REJECTED**

- | | | |
|---|--------------------------|------------------------------|
| 1 | <input type="checkbox"/> | Cover Letter |
| 2 | <input type="checkbox"/> | Proposal Page and Appendix E |
| 3 | <input type="checkbox"/> | Similar Project History |
| 4 | <input type="checkbox"/> | References |
| 5 | <input type="checkbox"/> | Certificate of Insurance |
| 6 | <input type="checkbox"/> | Copy of Business License |

APPENDIX E

Must be completed and submitted with proposal package

Name of Vendor: _____

Address: _____

Office Phone: _____

Cell Phone: _____

Fax Number: _____

Email: _____

Website: _____

**Name of Product
Manufacturer:** _____

**Cost to create
Axemen Logo (one
time charge):** _____

**Cost per player jersey
sublimated:** _____

**Cost per goalie jersey
sublimated:** _____

**How will items be
shipped/delivered:** _____

Proposed Discount: _____

Pursuant to and in accordance with the RFP notes, and having familiarized himself/herself with the conditions of the RFP, the bidder hereby offers the above proposal to the Axemen Lacrosse Club

Vendor Signature:

Date: