

**CITY OF ROUND ROCK  
AGREEMENT FOR THE PURCHASE OF  
ATHLETIC SUPPLIES AND EXERCISE EQUIPMENT  
WITH  
VARSIY BRANDS HOLDING CO.**

**THE STATE OF TEXAS**

§  
§  
§  
§  
§

**CITY OF ROUND ROCK**

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF WILLIAMSON**

**COUNTY OF TRAVIS**

THAT THIS AGREEMENT for the purchase of athletic, physical education, gymnasium supplies and equipment and heavy duty exercise equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2022 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and VARSITY BRANDS HOLIDNGS CO. DBA BSN SPORTS, LLC, whose offices are located at 14460 Varsity Brands Way (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to purchase athletic, physical education, gymnasium supplies and equipment and heavy duty exercise equipment; and

WHEREAS, City is a member of BuyBoard Cooperative and Vendor is an approved BuyBoard vendor; and

WHEREAS, the City desires to purchase certain goods and services from Vendor through BuyBoard Cooperative Contract No. 665-22 to receive pricing and services as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

## 1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and/or services and Vendor is obligated to provide said goods/services. The Agreement includes any exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

## 2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect, unless and until it expires by operation of the term stated herein, or until terminated as provided herein.

B. The term of this Agreement shall be from the effective date of the Agreement until March 31, 2025. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement, with or without cause, or may elect to continue.

## 3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Vendor to supply the goods and services as outlined in Exhibit "A," attached hereto and incorporated herein by reference.

The goods and services which are the subject of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## 4.01 ITEMS AWARDED AND SCOPE OF WORK

When taken together with the appended exhibit, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions. Vendor shall satisfactorily provide all goods and services

described under the attached Exhibit “A” at the sole request of the City. Vendor provide goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

## **5.01 COSTS**

A. City agrees to pay for goods during the term of this Agreement at the pricing set forth in Exhibit “A.”

B. The City is authorized to pay the Vendor an amount not-to-exceed **One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00)** for the term of this Agreement.

## **6.01 INVOICES**

All invoices shall include, at a minimum, the following information:

A. Name and address of Vendor;

B. Purchase Order Number;

C. Description and quantity of items received or services provided; and

A. Delivery or performance dates.

## **7.01 NON-APPROPRIATION AND FISCAL FUNDING**

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## **8.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, a subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- B. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

#### **9.01 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

#### **10.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

#### **11.01 ORDERS PLACED WITH ALTERNATE VENDORS**

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products or services from another supplier or suppliers.

#### **12.01 INSURANCE**

Vendor shall meet all requirements required by the City as set forth on the City's website at: [https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf)

#### **13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

David Buzzell  
Assistant Parks and Recreation Director  
301 West Bagdad Avenue  
Suite 250  
Round Rock, Texas 78664  
(512) 341-3345  
[dbuzzell@roundrocktexas.gov](mailto:dbuzzell@roundrocktexas.gov)

#### **14.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

#### **15.01 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

#### **16.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

#### **17.01 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel at any time during the term of this Agreement.

C. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has provision in the contract verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

### **19.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

### **20.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;  
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

#### **Notice to Vendor:**

Varsity Brands Holdings Co.  
Dba "BSN Sports, LLC"  
14460 Varsity Brands Way  
Farmers Branch, TX 75244

#### **Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO:

Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

### **21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

### **22.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

### **23.01 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

### **24.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

### **25.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully



responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

**Varsity Brands Holdings Co.**

By: John Stafford  
Printed Name: John Stafford  
Title: Sr. Bid Specialist  
Date Signed: 9/22/2022

**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

# Exhibit "A"

**1 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**2 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Athletic Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

**3 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for All Athletic Apparel, Clothing, Footwear and Shoes. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

# Exhibit "A"

**4 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Football Helmets** (new and reconditioned). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**5 Section I: Equipment, Products, and Supplies** - Discount (%) off catalog/pricelist for **All Physical Education Supplies**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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6 Section I: Equipment, Products, and Supplies - Discount (%) off catalog/pricelist for All Physical Education Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
• Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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# Exhibit "A"

**7 Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for All Elliptical Cross-Trainers. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

**8 Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for All Exercise Bicycles. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

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**9 Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for All Stair Climbers. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

**Item Attributes**

**1. State Name of Catalog/Pricelist Proposed with Discount Percentage**

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

# Exhibit "A"

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**Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for All Treadmills. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
1

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment - Discount (%) off catalog/pricelist for All Computerized Strength Training Equipment. Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed



Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

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**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Free Weights** (Barbells, Curl Bars, Dumbbells, and other related free weights). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

# Exhibit "A"

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3

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Plate Loaded Strength Training Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
4

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Selectorized Strength Training Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

1  
5

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Outdoor Commercial Grade/Heavy-Duty Exercise Equipment**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

# Exhibit "A"

1  
6

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **All Other Commercial Grade/Heavy-Duty Exercise Equipment and Accessories**. **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

1  
7

**Section II: Commercial Grade/Heavy-Duty Exercise Equipment** - Discount (%) off catalog/pricelist for **Rental of All Types of Commercial Grade/Heavy-Duty Exercise Equipment** (Indoor/Outdoor). **Catalog/Pricelist MUST be included or proposal will not be considered.**

**No Bid**

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

No response

1  
8

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Basketball Systems and Accessories** (all types including but not limited to backstops, backboards, scorer tables, goals wall mount, ceiling mount, folding, stationary, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select **"Add Alternate"** for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

# Exhibit "A"

1  
9

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Volleyball Systems and Accessories** (all types including but not limited to standards, nets, rope tensioners, boundary markers, antennae, floor plates, floor sleeves, floor anchors, judges stands, center standard center, transporters, wall storage hooks, protective pads, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

# Exhibit "A"

2  
0

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Spectator Seating and Accessories** (all types including but not limited to fixed, telescoping, portable, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
1

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium (Indoor) Scoreboards and Accessories** (all types including but not limited to basketball, hockey, swimming, volleyball, wrestling, related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games8

2  
2

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Divider Curtains and Accessories** (all types including but not limited to motorized, manual, and related items). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games



## Exhibit "A"

2  
3

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Floor Mats and Accessories** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

### Item Attributes

#### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
4

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Floor Covers, Rubberized Tile and Accessories** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

2  
5

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Gymnasium Wall Pads and Accessories** (all types). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

# Exhibit "A"

2  
6

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Repair Parts** (for all types of gymnasium equipment). **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

## Item Attributes

### 1. State Name of Catalog/Pricelist Proposed with Discount Percentage

**NOTE:** Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

2  
7

**Section III: Gymnasium and Outdoor Field Equipment and Supplies** - Discount (%) off catalog/pricelist for **Outdoor Sports Field Barrier Netting Products** (fence screens, windscreens, dugout screen and graphics, bleacher screen and graphics and other related items.) **Catalog/Pricelist MUST be included or proposal will not be considered.**

Total:

Item Notes: **PROPOSAL NOTE:** Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. **No paper catalogs or manufacturer/vendor websites will be accepted.**

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "**Add Alternate**" for each additional manufacturer product line and/or catalog/pricelist proposed
- Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

28

Section III: Gymnasium and Outdoor Field Equipment and Supplies - Discount (%) off catalog/pricelist for All Other Gymnasium and Outdoor Field Equipment and Accessories. Catalog/Pricelist MUST be included or proposal will not be considered.

Total: 8%

Item Notes: PROPOSAL NOTE: Vendors shall submit catalog(s)/pricelist(s) with their Proposal response or Proposal will not be considered. Vendors shall submit catalog(s)/pricelist(s) with the Proposal in a readily available and readable electronic format, with Excel or searchable PDF preferred. No paper catalogs or manufacturer/vendor websites will be accepted.

Vendors proposing multiple manufacturer product lines and/or catalog/pricelist per line item must submit the information as follows or proposal may not be considered:

- Select "Add Alternate" for each additional manufacturer product line and/or catalog/pricelist proposed
Vendor's must list one specific percentage discount for each manufacturer and/or catalog/pricelist listed

Item Attributes

1. State Name of Catalog/Pricelist Proposed with Discount Percentage

NOTE: Do not include SKU, Reference Numbers, Websites, and/or "See Attached/Enclosed".

BSN Sports /US Games

29

Section IV: Installation and Repair Service - Hourly Labor Rate for Installation/Repair Service of Service of Athletic, Physical Education, Commercial Grade/Heavy-Duty Exercise and Gymnasium/Outdoor Field Equipment, and Related Products -- Not to Exceed hourly labor rate for Installation/Repair Service of Equipment and Products.

Quantity: 1 UOM: Hourly Labor Rate Price: \$0.00 Total: \$0.00

# Exhibit "A"

3  
0

**Section V: Evaluation Items:** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each.

**No Bid**

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

No response

## Alternate 1

**Section V: Evaluation Items:** Specified Brand and UOM: Football; Wilson WTF1103ID; GST Leather Series; Official Size-College/High School; Each.

Unit Price:  Total:

## Item Attributes

### 1. Specific Brand

Alt Wilson #WLWTF11031B

3  
1

**Section V: Evaluation Items:** Specified Brand and UOM: Volleyball; Tachikara SV5WS; Sensi-Tec® Micro-Fiber; Color: White; NFHS Approved Size; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

Tachikara#TACSV5WS

3  
2

**Section V: Evaluation Items:** Specified Brand and UOM: Basketball; Spalding SPA0283; Precision TF-1000; NFHS Approved and Official Size: 7 and 29.5"; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

Spalding # 1457060

3  
3

**Section V: Evaluation Items:** Specified Brand and UOM: Baseballs; Rawlings R100-H1; Color: White; NFHS Series; Dozen.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

Item Attributes

1. Specific Brand

Rawlings R100 H1#RWR100H1

# Exhibit "A"

3  
4

**Section V: Evaluation Items:** Specified Brand and UOM: Softballs; Rawlings C11RYLA fastpitch; Color: Optic Yellow; NFHS Series; Dozen.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement **and select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

3  
5

**Section V: Evaluation Items:** Specified Brand and UOM: Football Practice Pant (Youth); Russell Athletic PI-F25PFWF-BLK; Three-piece back; No-fly front; Envelope thigh and knee pad pockets; Color: Black; Size: Large.

**No Bid**

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand



# Exhibit "A"

3  
6

**Section V: Evaluation Items:** Specified Brand and UOM: Basketball Shoes; Nike CK1069-005; Color: Black/University Red/White/Dark Grey; Size: Men's 11; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

3  
7

**Section V: Evaluation Items:** Specified Brand and UOM: Football Gloves; Under Armour Men's Blur 100 (1359086); Color: White/Metallic Silver; Size: Men's Large; Each.

Unit Price:  Total:

Item Notes: 1. Information under Section V (Items 30-37) is requested and will be used only for purposes of assisting in the evaluation of Vendor's price competitiveness. **These items will not be individually awarded.** THE FOLLOWING EVALUATION ITEMS MUST BE COMPLETED FOR **EITHER THE AS SPECIFIED OR ALTERNATE PRODUCT**. Equal alternates may be submitted only if you do not sell the specific product listed. Evaluation items must be fully completed and submitted, or the PROPOSAL WILL NOT BE CONSIDERED.

2. Vendors shall provide **AS SPECIFIED OR ALTERNATE PRODUCT** pricing based on the following pricing structure.

**[Calculated BuyBoard Price (catalog/pricelist price less discount proposed = BuyBoard Price)]**

3. Vendors that do not offer any of the evaluation or alternate items listed below **shall submit a written explanation to request exemption** from this requirement and **select "No Bid."** The Cooperative may determine, in its sole discretion, whether or not to exempt a Vendor from this requirement based on all information provided with the Proposal.

## Item Attributes

### 1. Specific Brand

**Response Total: \$409.96**





## BSN SPORTS

Buyboard Bid #665-22 (4/1/2022 - 3/31/2023)

**Athletic, PE, Gymnasium Supplies & Equipment & Heavy Duty Exercise Equipment & Related Accessories**

### Product Discount Schedule

Product Category	Discount
PE Equipment & Supplies (In Stock) yellow hi-lighted in catalog	22%
Athletic Equipment & Supplies (In Stock) yellow hi-lighted in catalog	18%
Athletic & PE Equipment & Supplies (In Stock Drop Ship) not hi-lighted in catalog	8%
<i>Key Product Categories:</i>	
Athletic & Physical Education Supplies & Equipment & Football Helmets	
<b>Athletic Clothing</b>	35%
<b>Athletic Shoes</b>	30%
<i>Key Product Categories:</i>	
Nike, Under Armour, Alleson & Rawlings team uniforms and staff apparel.	
Apparel custom booking (special price based) orders are excluded due to limited time availability & order deadlines.	

**Commercial Grade/Heavy Duty Exercise Equipment (In Stock) yellow hi-lighted in catalog** 18%

**Commercial Grade/Heavy Duty Exercise Equipment (In Stock Drop Ship) not hi-lighted in catalog** 8%

*Key Product Categories:*

Treadmills, Exercise Bikes, Elliptical Cross-Trainers, Stair Climbers, Selectorized Strength Training Equipment, Computerized Strength Training Equipment, Plate Loaded Strength Training Equipment, Free Weights, & All Other Outdoor Exercise Equipment & Accessories.

**Gymnasium & Outdoor Field Equipment & Supplies (In Stock) yellow hi-lighted in catalog** 18%

**Gymnasium & Outdoor Field Equipment & Supplies (In Stock Drop Ship) not hi-lighted in catalog** 8%

*Key Product Categories:*

Gym Spectator Seating, Basketball Backstops, Backboards, Goals & Accessories, Gym Divider Curtains, Gym Wall Pads, Floor Mats, Volleyball Systems, Scoreboards, Floor Covers, Rubberized Tile, Barrier Netting, & All Other Outdoor Field Equipment & Accessories.

**All Small Carrier Items shipping FedEx or UPS will be shipped FOB Destination within the continental US. 10% freight will apply for any truck shipments as indicated by the words "Ships Truck" on our website & by the truck symbol in our catalog.**



**Shipping charges of 30% will apply for orders to Alaska & Hawaii**

**Actual shipping charges apply to all shipments outside of the US.**

**Discounts will apply to our most current published catalog & cannot be combined with other discounts/promotions.**

**Detailed Price List/Catalog is Attached**

**See Attached 1 page list of items excluded from discounts & requiring additional shipping**



BSN SPORTS

**BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID  
SPRING 2022 CATALOG – CATALOG PRICES VALID THRU 07/31/2022**

<u>PAGE</u>	<u>ITEM</u>	<u>DISCOUNT</u>
	<b>***All ATEC &amp; Jugs Products – Entire Catalog***</b>	<b>As Listed</b>
ALL	“While Supplies Last”, Price Drop Limited Time Only Specials, & Closeout Items – Entire Catalog	As Listed
27	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
36	All Diamond Pro & Turface Products – Entire Page	Call for Pricing
50-53	All ATEC & Jugs Pitching Machines & Products & Accessories – Entire Pages	As Listed
51	All Sports Attack Pitching Machines & Feeders	As Listed
54	All True Pitch & ProMounds Portable Game Mounds – Entire Page	Call for Pricing
54	Pocket Radar Ball Coach – 1385511	As Listed
72	All Rawlings, Louisville Slugger & DeMarini BBCOR Bats – Entire Page	As Listed
73	Marucci Cat 9 BBCOR – 1458878	As Listed
77	Easton Ghost -10 Softball Bat – EAA113598	As Listed
78	Louisville Slugger LXT FP Softball Bat – WLWBL2543	As Listed
91	All-Star Catcher’s Sets – 1458837 & 1458136	As Listed
95	All-Star Training & Focus Framer Gloves – 1459352 / 1459353 / 1459354	As Listed
98	All-Star Pro Internal Shell Chest Protector – 1459355	As Listed
105	Hot Shot Basketball Shooting Machine – 1399645	Call for Pricing
110	All Bison T-Rex Adjustable/Portable Systems – 895444XX & 20026189	Call for Pricing
128	Snap Attack Football Machine – 1390108	Call for Pricing
136	PowerDrive Beast – 1457883	Call for Pricing
141	EDown Digital Down Marker – 1453100	As Listed
146-157	All Razor Shoulder Pads & Back Plates & All Gear Pro-Tec Shoulder Pads – Entire Pages	As Listed
160	Schutt F7 VTD Collegiate & Varsity Vengeance Pro LTD II Football Helmets – Entire Page	As Listed
162	All Z-Cool JV/Youth Shoulder Pads – 1454455 & 1454463 – Entire Page	As Listed
167	Douglas Pro Arm Restraint – 1461014	As Listed
170	All End Zone Camera Systems	As Listed
171	All Porta Phone & MultiVoice Equipment – Entire Page	As Listed
186	SilentDrive Multi Fuel Forced Air Heater – 1459236	As Listed
201	STX Cell V Goalie Custom Gloves – 1459059	As Listed
226	All RageCage Portable Lacrosse Goals – 1369693 & 1375528	As Listed
228-231	All Closeout Corner Lacrosse Items – Entire Pages	As Listed
242	Select Blaze DB soccer ball 10/pack – 1456059	As Listed
268	All Sports Tutor Tennis Cube & Tennis Tutor Machines – Entire Page	As Listed
280-83	All Pole Vault Pits – Entire Pages	Call for Pricing
286-89	All High Jump Pits – Entire Pages	Call for Pricing
300	Gill Pacer One & Pacer FXV Pole Vault Poles – Entire Page	As Listed
324	Skill Attack Volleyball Machine – 1455136	As Listed
326	All EZ Flex Wrestling Mats – Entire Page	Call for Pricing
367	TrueForm Runner & Office Cruiser – 1460524 & 1460525	Call for Pricing
399-400	20’ x 6’ Outdoor Video Display – 1460612 & 28’ x 9’ Outdoor Video Display – 1460614	Call for Pricing
407	All Digital Scorer’s Tables – 1390142 / 1390143 / 1390144	Call for Pricing
427	40’ Standard Traverse Wall Package – 1188097	Call for Pricing
449	Belted Waist Baseball Pant – AA605P & AA605PY	As Listed

**\*Due to federal/local/departmental regulations in regard to conflict of interest, gratuities and kickbacks involving sealed bids: Internet & Catalog Promotional Offers and certificates cannot be used in conjunction with bid prices or bid awards.**



**US GAMES EXCEPTIONS TO PERCENTAGE OFF BID  
SPRING 2022 CATALOG - CATALOG PRICES VALID THRU 07/31/2022**

<b><u>PAGE</u></b>	<b><u>ITEMS</u></b>	<b><u>DISCOUNT</u></b>
ALL	"While Supplies Last" Items and Closeout products	As Listed
12-13	All FitnessGram Software - entire pages	As Listed
57	Nerf Pro Grip Football - 1375319	As Listed
111	All Traverse Wall Climbing Packages	Call for Pricing
112-114	All Climbing Wall Packages, Items & Accessories - entire pages	Call for Pricing
162-164	All Cardio Kids Fitnex Equipment - entire pages	Call for Pricing
165	FitDesk 3.0 Bike Desk - 1450234	As Listed
225	Nerf Pro Grip Football - 1375319	As Listed
237	Stallion 50 Complete Lacrosse Stick - 1388466	As Listed
244	Border Patrol - 96002XXX & 96003XXX	As Listed
266	All High Jump Pits - entire page	Call for Pricing
266	Economy Measuring Wheel - 1378131	As Listed
292	Bluetooth Digital Audio Travel Plus Platinum Set - 1453756	As Listed
294	Amplivox rechargeable battery pack for 25 W Megaphone - 1453097	As Listed

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