



MAC

RFP # HV-805-091323

---

REQUEST FOR QUALIFICATIONS

FOR

FOOTBALL EQUIPMENT AND RECONDITIONING SERVICES,  
AND OTHER ATHLETIC EQUIPMENT

---

When ordering off  
this bid please reference  
bid number: 23-65308



BID SUMMARY

Commodity/Service Being Requested: Football Equipment and Reconditioning Services, and Other Athletic Equipment

Type of Solicitation: Request for Qualifications (RFQu) - Huron Valley Schools, in partnership with the Michigan Association of Counties (MAC) bid program, is implementing a Football Equipment and Reconditioning Services, and Other Athletic Equipment procurement program statewide in Michigan. School districts and counties across the state have been requesting a contract vehicle be put in place that makes football equipment and reconditioning services, and other athletic equipment affordable and easy to order.

Through this process, it is the goal of Huron Valley Schools to competitively pre-qualify and establish a list of contractors that will provide football equipment and reconditioning services, and other athletic equipment for the next three to five years. The resulting contract(s) will enable public municipalities, non-profit organizations, and school districts to “piggyback” and purchase on an as-needed basis from the awarded pool of contractors. The list of entities that will be using this bid will continue to grow statewide. Please be sure in your proposal to list the areas of the state where you provide services. Huron Valley Schools as part of this process is requesting pricing to purchase football equipment and reconditioning services, and other athletic equipment.

Type of Resulting Contract: Statewide Cooperative Contract - As a result of this RFQu, Huron Valley Schools will work with the Michigan Association of Counties to market and extend the resulting contract(s) to other government municipalities and school districts statewide. The vendor or vendors will be competitively selected as having been qualified as defined within the qualification section of this RFQu.

Resulting Contract Term: Three (3) years with two (2) one-year renewal options.

TIMETABLE	
Release of RFQu:	October 6, 2023
Question & Answer Due Date:	October 13, 2023
Questions and Answers Responses Posted:	October 20, 2023
Proposals Due by (10:00 AM/ EST) *:	November 3, 2023
Notice to Award:	December 2023
Master Agreement Award Date:	December 2023

\*Responses received later than the specified deadline will be disqualified.

Contacts with Huron Valley Schools Personnel: All contact with Huron Valley Schools regarding this RFQu or any matter relating thereto must be sent to the following email: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)



Contents

SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING ..... 4

1.1 Minimum Mandatory Requirements ..... 4

1.2 Product and Service Categories..... 4

1.3 Product Specifications..... 5

1.4 Service Specifications ..... 7

1.5 Service Capabilities..... 8

1.6 Customer Service..... 10

1.7 Purchase Orders ..... 11

1.8 Delivery and Acceptance..... 11

1.9 Management and Staff..... 11

1.10 Orders/Delivery Reporting/Customer Service..... 11

1.11 Pricing Schedule ..... 13

1.12 Price Assurance ..... 14

SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE ..... 15

2.1 Company Profile..... 18

2.2 References..... 19

2.3 Assurances and Certifications..... 19

2.4 Construction Bid Disclosure Statement - Familial Relationship..... 20

SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS ..... 24

3.1 Huron Valley Schools Responsibility..... 24

3.2 Truth and Accuracy of Representations ..... 24

3.3 Proposers Questions..... 24

3.4 Preparation of the Proposal..... 25

3.5 Bid Submission Deadline ..... 25

3.6 Adherence to Mandatory Requirements (Pass/Fail)..... 26

3.7 Evaluation Process ..... 26

3.8 Evaluation Criteria ..... 27

3.9 Optional Tools to Enhance Evaluation Process ..... 27

3.10 Huron Valley Schools Option to Reject Proposals ..... 27

3.11 Freedom of Information Act..... 28

3.12 Contacts with Huron Valley Schools Personnel ..... 28

3.13 Final Agreement Award Determination ..... 28

APPENDIX A – Regional Delivery Map ..... 29

ATTACHMENT A – General Information..... 30

ATTACHMENT B – Pricing

Solicitation Terms and Conditions – HVS/MAC Master Agreement Template: [Business Office | \(hvs.org\)](https://www.hvs.org)



## SECTION 1.0 – BIDDER RESPONSES TO SCOPE OF WORK AND PRICING

### 1.1 Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

1. Proposer must have three (3) years' experience, within the last five (5) years, providing football equipment and reconditioning services, and other athletic equipment equivalent or similar to that being requested by Huron Valley Schools as described herein.
2. Provide pricing to Huron Valley Schools/MAC for Football Equipment and Reconditioning Services, and Other Athletic Equipment. This product will be purchased over the three to five years by the school district.
3. Please include a detailed proposal describing your company's products. Please also list the types of services offered and normal timelines for scheduling delivery.

*Proposer Response:*

**Please enter your responses in the "Proposer Response" text boxes provided. There is no requirement or limitation on the number of words for your responses.**

<b>Athletic, Trainer &amp; Physical Education Equipment, Supplies, Clothing and Services</b>
----------------------------------------------------------------------------------------------

### 1.2 Product and Service Categories

Huron Valley Schools is seeking a provider that has the depth, breadth, and quality of resources necessary to provide Football Equipment and Reconditioning Services, and Other Athletic Equipment. Vendors must have the authorization to recondition and recertify football equipment to meet the standards of the National Operating Committee for Safety in Athletic Equipment (NOCSAE) and the manufacturer of equipment in the State of Michigan.

In the event that any equipment specified is discontinued and/or replaced during the duration of the contract, HVS/MAC cooperative members may wish to purchase the replacement model at the same price or negotiate a percent of the price increase.

Vendor shall quote on the repairs needed for reconditioning and recertification to the best of their expertise. Should any item be subsequently found to be irreparable or in such poor condition that repairs cannot be guaranteed for the intended use of the equipment, the item shall be disposed of by the Vendor with a documented explanation to that effect. No charge shall be made for repairs not performed.

Equipment Inspection: Vendor will visit and inspect all equipment by December 1 of each school year at designated sites and inventory all football equipment according to condition and state of work to be performed and provide inventories, by school, that document quantity and age of each recertified football



equipment returned and unable to be recertified and disposed. Vendor will be responsible for the disposal of equipment unable to be reconditioned and recertified at no expense to HVS/MAC cooperative members.

Reconditioning, Restoration, and Recertification of Equipment: All equipment is to be reconditioned and recertified according to NOCSAE standards. Helmets will be painted, as necessary, by school color and design. Contractor is required to confirm exact helmet and facemask color for each school with school athletic director or head coach. Replacement of accessories including but not limited to facemasks, chinstraps and hardware will be new as specified.

Reconditioning Warranty: The awarded vendor shall fully guarantee their reconditioning workmanship and/or materials to be free of defects under normal use and service for a period of one (1) year from the delivery date of the reconditioned and recertified equipment. The awarded vendor shall bear the full obligation and cost of materials and labor for repair and/or replacement during the warranty period.

Pick-up and Delivery: Football equipment must be picked-up prior to December 15 each school year. Reconditioned and recertified inventory must be returned to the respective schools prior to May 1 of each school year. Prompt delivery is of the essence and will be a factor in determining the successful bidder; therefore, delivery time after receipt of order must be stated in definite terms. Delivery time quoted must be accurate.

Failure to meet the quoted times may result in cancellation of contract and an alternate bidder will be assigned at the discretion of HVS/MAC.

Packaging and Shipping: Shipments received not properly packaged, to avoid damage, will be rejected at the awarded vendor's expense. The reconditioner shall be responsible for packing the equipment for shipment at each individual school, shipping the equipment, and delivering the equipment after it has been reconditioned. The reconditioner shall assume full responsibility for the equipment once it leaves each individual school facility up to and until it is returned to these facilities. Equipment will be returned to the individual school by a date specified by the school Athletic Director.

Football Helmets - Base price to include any/all of the following:

- Cleaning, sanitizing, buffing, sanding, and performing of any other appropriate service(s) necessary to recondition and recertify football helmets according to NOCSAE standards.
- Exterior painting of the helmet shell, if necessary.
- Facemask and helmet hardware is to be examined for damage or wear and replaced, if necessary, with new hardware.
- All helmet parts are to be examined for damage or wear and replaced, if necessary, with only original manufacturer parts.
- A facemask needing to be replaced must be replaced with a new facemask of exact style, color, and manufacturer.
- A chinstrap needing to be replaced must be replaced with a new chinstrap of exact style and manufacturer.
- All helmets shall have new warning labels, sizing labels, current year certification labels and initial season date label applied on the outside of the shell.



- Additional charges/credits such as non-certifiable helmet charges, NOCSAE and insurance charges, additional parts, etc. Contractor shall provide HVS/MAC with an age-tracking sheet, by school, of all helmets that are recertified and returned and all helmets unable to be recertified and disposed of by the contractor.
- All helmets that are rejected and under manufacturer's warranty are to be replaced at no charge.
- Any other repair or part replacement which can be reasonably construed as a normal procedure associated with helmet reconditioning, must also be included in the base price. This includes repair or replacement of worn or defective parts, and replacement of missing parts, including but not limited to chin straps, liners, and jaws pads.

Helmet Warranty: Any helmet under the manufacturer's warranty (normally 10 years life use) must be replaced during reconditioning, if found to be unsuitable for use or deemed to be unsafe. There will be no charge to HVS/MAC cooperative members for helmets replaced under warranty.

Face Protectors: All face protectors will be removed, inspected, and tested. The National Federation rules state "no metal will be showing". All existing face protectors deemed to be usable shall be reinstalled unless new have been requested then old shall be returned to the requesting site. The face protector must be made of high strength carbon steel coated with a thermoplastic resin available in white, black or match the schools colors at no additional cost. Installation of a new faceguard (if needed or requested) will be with new stainless-steel hardware. If new cages are requested prior arrangements shall be made as to color and type (regular or special). All face protectors will be returned NOCSAE approved.

Shoulder Pads: All shoulder pads shall be carefully inspected. All collars on the shoulder pads shall be carefully checked and replaced if starting to tear. Snubber straps shall be carefully checked and replaced if tears or sign of tearing exist. All padding, especially where the straps clip into the pad, shall be checked for rips and repairs or replaced.

For Air Management style pads, repairs shall be made per factory directions; padding must have iron on patches, not sewn on patches, and the pads shall not be immersed in water during the washing process.

Reconditioning of Air Management shoulder pads to include:

- Cleaning
- Sanitizing
- Inspecting and repair any broken or worn parts

Reconditioning of standard shoulder pads to include:

- Cleaning
- Sanitizing
- Inspecting and replacing of any broken or worn parts

Other Athletic Equipment: Refer to athletic equipment listed in tab entitled, "Other" of Attachment B.

As part of the proposal response, bidders are to include the following:

- Indicate areas of the State where you provide service (See Exhibit A).

- Provide Manufacturer Name, Football Equipment Name, and Product Number of each type of equipment being offered.
- Descriptions, specifications, and features of each piece of football equipment and other athletic equipment being proposed.
- For each product (new, reconditioned, and other), provide manufacturer's list price, quantity discounts available (percentage discounts, quick payment discounts, volume discounts, rebates, etc.), and maintenance agreement costs/fees (Refer to Attachment B). Provide a narrative on what maintenance costs/fees include.
- Any additional information regarding delivery and service.
- Provide Manufacturer Information on any Additional Vendor "Value-Added" services or Warranty services for each Manufacturer/line with your proposal.
- Refer to Attachment A for general information pertaining to products, service, warranties, submission of electronic price lists, etc.

### 1.3 Product Specifications

#### 1.3.1 Reservation of Rights

Huron Valley Schools will evaluate the merits of all bids submitted and reserves the right, in its sole and absolute discretion, to accept or reject, in whole or in part, any or all bids or portions of bids with or without cause. Huron Valley Schools further reserves the right to waive any irregularity or informality in the RFQu process or any bid, and the right to award to one or multiple vendors. Huron Valley Schools reserves the right to add or delete services from the bid, extend agreements, or change vendors, in order to best serve the eligible agencies. These changes will follow approved bidding laws. Huron Valley Schools may use the product or service cost, or the sum of groups of products and/or services, may group similar products, and/or total cost of ownership, to evaluate prices and award bids. Huron Valley Schools reserves the right to request additional information from any or all Proposers. Huron Valley Schools also reserves the right to select one or more vendors to award a contract to under this RFQu. In the event a bid is accepted by Huron Valley Schools and the vendor asserts exceptions, special considerations or conditions after acceptance, Huron Valley Schools, in its sole and absolute discretion, reserves the right to reject the bid and award other Proposer(s).

Please confirm your understanding by checking Yes or No.

Yes       No

#### 1.3.2 Competition Promoted

The name of a model, manufacturer or brand in Huron Valley Schools bid documents shall not be considered as exclusive of other brands unless "NO SUBSTITUTE" is stated in the item description. Proposers may offer a variety of brands and models, as it is the intent of Huron Valley Schools to provide a multitude of options to eligible agencies. Huron Valley Schools expects all supplies, materials, equipment, or products bid to meet or exceed the specifications set forth in this RFQu. Further, it is Huron Valley Schools intent that this RFQu permit competition. Accordingly, the use of any patent, proprietary name or manufacturer's name is for demonstrative purposes only and is not intended to curtail competition. Whenever any supplies, materials, equipment, or



products requested in this RFQ are specified by patent, proprietary name or by the name of the manufacturer, unless stated differently, such specification shall be considered as if followed by the words "or comparable equivalent," whether or not such words appear. Huron Valley Schools, in its sole and absolute discretion, shall have the right to determine if the proposed equivalent products/brands submitted by Proposer meet the specifications contained in this RFQ and possess equivalent and/or better qualities.

Delivery

Please confirm your understanding by checking Yes or No.

Yes       No

#### 1.4 Service Specifications

All services furnished must be in conformity with the participating agency requirements and specifications and will be subject to acceptance by the individual customers at delivery. The right is reserved to reject the service at the risk and expense of the vendor.

Please confirm your understanding by checking Yes or No.

Yes       No

##### 1.4.1 Contractor Code of Conduct

The purpose of the Huron Valley Schools and its employees is to provide a safe, positive learning environment for the students of the District. In providing that environment it is mandatory that all employees, visitors, and contractors follow certain levels of conduct, dress, and demeanor. This Code of Conduct outlines the expectations of the Huron Valley Schools for persons both contemplating performing work and performing work for Huron Valley Schools in the capacity of a contractor or subcontractor. These rules will become part of the mandatory working conditions of the contract and failure to comply by any contractor, subcontractor, management, employee, or contracted consultant may result in the cancellation of the contract. In general, it is expected that everyone entering a Huron Valley Schools facility, whether a school, support facility, or the surrounding grounds, must dress, act, and talk in a manner that is conducive to the education process of children while assuring their overall safety and security. The following rules have been established to assure that this is done:

Every contractor employee that enters or leaves the building must sign in and out at either the school office or the building engineer's office as designated by the school administrator. This sign-in sheet must record the name, time in and out, the firm, and the signature of the individual.

All contractors shall be furnished by their company a badge or identification that is to be worn while in the building. Such identification shall clearly indicate the individual's name and the name of the firm they are working for.



Prior to the beginning of a job, the contractor shall furnish the building engineer with a list of individuals expected to be on the job, contact persons with phone numbers, and a schedule of the activities to take place.

The contractor shall provide the building engineer with a scope of work and check with him prior to drilling or penetrating any walls, floors, or ceilings.

Each person working in a school building or on school property shall comply with the following:

No drinking or possession of liquor or alcoholic beverages and or possession of any kind of illicit drugs or narcotics.

No use of District facilities or equipment including telephone, computers, internet access, fax, kitchen, maintenance, or office equipment.

No smoking or use of any tobacco products anywhere within the building at any time nor outside the school on District property during normal school hours (This is a law and punishable as a civil infraction by local authorities).

A reasonable standard of dress must be followed. Within the educational facilities where students and parents are or can be present, this is to mean clothing or attire must be suitable for the work and must not bear images or writing depicting anything to be construed as obscene in nature or promoting or portraying alcoholic beverages or use, drugs, narcotics, tobacco, or establishments that serve or promote the use of these substances.

There shall be no use of profanity or obscene language or gestures. Language, gestures, or other actions that depict sexual or ethnic harassment or intimidation will not be permitted.

The contractor is responsible for a clean and safe workplace. To that end the following will be adhered to:

All work areas, walkways, and stairs must be kept clear of debris and loosely scattered materials.

Material storage is to be in an area designated by the Building Engineer.

All work areas are to be cleaned by the contractor prior to leaving. Building staff will not be responsible for cleaning work areas.



All trash, debris, and material must be removed from the worksite each day and disposed of off-site. District dumpsters and trash containers are not to be used by contractors for disposal.

All contractor tools and equipment must be kept in good working order, with guards and safety devices in place and working. Defective tools must be taken out of service. District tools and equipment will not be loaned to contractors.

Contractors are to provide and use required protective safety equipment and comply with all local, state, and federal safety laws and regulations.

Contractors are responsible for the reporting of accidents both to the District and their management and to obtain any emergency treatment that may be required.

Upon leaving a jobsite all doors and windows must be locked, secured, or left as they were found prior to beginning the work.

Contractors are to provide their own site safety plan for areas that they are working in.

Contractors are reminded that there may be asbestos insulation in our buildings. They are not to disturb any insulation or enter any areas that contain asbestos containing building materials. If they have any questions, contact the building engineer for direction.

Contractor is not to disable or interfere with any fire or burglary system equipment or telephone lines servicing such equipment. If equipment needs to be removed, relocated, or temporarily disabled, the contractor needs to coordinate this with the building engineer.

The District will not tolerate acts of theft, vandalism, fighting, or abuse of the facilities or activities that threaten the security and safety of the school environment and its students, staff, and employees. In summary, good judgment must be used to protect the learning environment. Failure to comply with the above or to exhibit conduct which is deemed not in the best interest of the Huron Valley Schools will be grounds for immediate removal from the building and the project.

Please confirm your understanding by checking Yes or No.

Yes                       No

## 1.5 Service Capabilities

### 1.5.1 Communication Plan/Contract Management

Proposers shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if



not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

*1.5.1 Proposer Response:*

In the case of any issue, please email [bsnbid@bsnsports.com](mailto:bsnbid@bsnsports.com)

1.5.2 Primary Account Representative

Proposers must identify by name and location the primary account representatives and key contacts who will be responsible for the performance of a resulting contract, as well as contact persons for reports and bid documents. Include names, titles, address, phone number, and email addresses.

*1.5.2 Proposer Response:*

Alicia Epaminondas | Bid Specialist /PH:800-527-7510 / FX:800-365-7653/ [bsnbid@bsnsports.com](mailto:bsnbid@bsnsports.com)

1.6 Customer Service

It is preferred that the Vendor have an accessible customer service department with an individual specifically assigned to Huron Valley Schools. Customer inquiries should be responded to within 48 hours or two (2) business days unless it is an emergency issue. Describe your company's Customer Service Department (hours of operation, number and location of service centers, regular and emergency response times, etc.)

*1.6 Proposer Response:*

[bsnbid@bsnsports.com](mailto:bsnbid@bsnsports.com) Mon-Fri 8AM-5PM

1.7 Purchase Orders

Requests for quotes will be initiated by participating entities as specific needs arise. Participating entities will issue individual detailed specifications to the pre-qualified vendor pool along with specific response information required, deliverables, and any special terms and conditions. The vendors will respond directly to the requesting agency within the timeframe specified in the request for quote. The participating entity will evaluate the responses and determine the vendor that will be awarded a purchase order (PO). Resulting orders are to be delivered and billed directly to these institutions.

Please confirm your understanding by checking Yes or No.

Yes                       No

1.8 Delivery and Acceptance

The Proposer will be required to quote prices for all known costs for the requested products and services. Proposer should address the following items and costs in their proposal and other item/costs that they are aware of that may not have been requested in this bid.

- Time frames for delivery of service.



- Please give a description and the costs associated with products and the service models you recommend.
- What is your Ordering procedure and/or process?
- Policies and procedures for an organization accepting a delivery of service.

*1.8 Proposer Response:*

Delivery for in stock items 3-5 business days. Other items delivery up to 90 days. Description and cost see pricing sheets. Send order to [bsnbid@bsnsports.com](mailto:bsnbid@bsnsports.com), or PO Box 7726 Dallas, TX 75209. Credit Cards are accepted (Mastercard & VISA), no fee for credit card use.

1.8.1 Delivery Time Frames

If there are supplies, services, or regions of the state that might require a longer delivery timeframe, please denote in your response.

Please confirm your understanding by checking Yes or No.

- Yes                       No

1.8.2 Reporting Capabilities

Contractors are required to submit quarterly sales reports and other reporting documents, as it pertains to this contract.

Please confirm your understanding by checking Yes or No.

- Yes                       No

1.8.3 Shipping Errors

The receiving entities have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the products/services fail to comply with specification requirements.

Please confirm your understanding by checking Yes or No.

- Yes                       No

***If "NO" was answered on any items in Section 1.3.1, 1.3.2, 1.4, 1.4.1, 1.7, 1.8.1, 1.8.2, and 1.8.3, please explain:***

N/A

1.9 Management and Staff

Proposer should address the following items in their proposal:

- Project Management of the contract;
- Staff and responsibilities;
- Process and procedures to keep safe and secure facilities when delivering product;
- Please describe your company's background check process for delivery and maintenance personnel, if delivery is by a company other than UPS and Federal Express.



1.9 Proposer Response:

UPS or FedEx

1.10 Orders/Delivery Reporting/Customer Service

1. Generally

Purchase Orders will be initiated by participating agencies as specific needs arise. Participating agencies will issue individual detailed specifications with specific response information required, deliverables, and any special terms and conditions. The contractor will respond directly to the requesting agency within the timeframe specified by the participating agency.

2. Ordering Process Capabilities

Proposers shall identify their ordering/customer service capabilities. This includes having the capacity to receive orders electronically, by phone, facsimile, and by written order. A state-wide toll-free phone number for phone orders will be required. The Vendor agrees to have internal controls to ensure that authorized individuals place orders.

Alicia James | Bid Specialist

P.O. Box 7726

Dallas, TX 75209

PH:800-527-7510 ext. 98094

FX:800-365-7653

bsnbid@bsnsports.com

1.10 Proposer Response:

bsnbid@bsnsports.com / Fax 800-365-7653 / Phone 800-527-7510

1.11 Pricing Schedule

1. Price Guarantee

Price Stability Guarantee

For the first year of the Agreement, the vendor must guarantee to provide the products at the proposed rates. The vendor can propose price increases or decreases after the above stated time period.

Promotional Pricing

Proposer may offer promotional pricing for awarded products and/or services during the contract term. Upon promotion expiration, the pricing must return to previous item price and remain in compliance with the Price Stability Guarantee.

Free on Board (F.O.B) Delivered/Destination (Required)

Prices shall be quoted "F.O.B. Delivered/Destination" to each Customer with transportation charges prepaid on all orders of one (1) or more.

2. Bid Pricing

Bid pricing must reflect Net 30 payment terms.

3. Quantity Term

Vendor agrees to supply the complete quantity and products that each customer requires.



4. Rebates and Special Promotional Capabilities

All vendors are encouraged to make manufacturer promotions, rebates, and special pricing opportunities available. Huron Valley Schools must approve promotional materials referring to the Huron Valley/MAC Agreement prior to release. Huron Valley/MAC will post rebate and special pricing information on its web site.

Guidelines for Vendor /Contractor promotions for Huron Valley/MAC awarded items:

- A. Submit all promotions for approval
- B. Identify the savings amount
- C. Identify the final price
- D. Specify the time period in which a purchase must be made
- E. Identify the link to a rebate form (preferred) or provide the form

5. Tax Excluded from Price

(a) Sales Tax: Huron Valley and local units of government are exempt from sales tax for direct purchases. The Proposer's prices must not include sales tax.

(b) Federal Excise Tax: Huron Valley and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Huron Valley Schools exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Proposer's prices must not include the Federal Excise Tax.

1.11 Proposer Response:

*Please provide pricing information and any additional comments regarding pricing, promotions and discounts being offered, and information on other cooperative contracts held by respondent.*

**10% off BSN SPORTS catalog [www.bsnsports.com](http://www.bsnsports.com)**

**Tax Exempt form on file for account (No tax will be charged)**

1.12 Price Assurance

The awarded vendor agrees to provide pricing to Huron Valley Schools and its participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.



## SECTION 2.0 – BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the bid documents of RFQu # HV-805-091323 Football Equipment and Reconditioning Services, and Other Athletic Equipment.
3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid and that each bidder who is awarded a contract shall be, in fact, a prime contractor, not a subcontractor, and agrees that its bid, if accepted by Huron Valley Schools, will be the basis for the Bidder to enter into a contract with Huron Valley Schools in accordance with the intent of the bid documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the following terms, conditions, certifications, and requirements listed in Section 2.3 and 2.4:
  - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
  - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
  - Assurance Regarding Access to Records and Financial Statements
  - Iran Economic Sanctions Act
  - Familial Relationship Disclosure
  - Non-Collusion Affidavit
  - Price Assurance Certification
6. The selected Contracting Agency will be required to sign a Confidentiality Agreement to protect the data supplied by the schools and agencies. The selected Contracting Agency will adhere to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA, 20 U.S.C. 123g), Michigan Education Code, and District policies regarding the protection and confidentiality of data. At all times, the Contracting Agency will consider all data collected in the course of their duties to be protected and confidential. The Contracting Agency needs to explain how it will clean the hard drives in the copier machines at lease end or changes in copier machines to ensure removal and protection of data.
7. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFQu and associated bid documents.
8. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that

- if awarded a contract they will make no claim against Huron Valley Schools based upon ignorance of conditions or misunderstanding of the specifications.
9. Patent indemnity: Vendors who do business with the Huron Valley Schools shall hold Huron Valley Schools, its officers, agents, and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
  10. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to Huron Valley Schools, prior to award, and shall include an insurance certificate and additional insured certificate, naming Huron Valley Schools, which meets the minimum insurance requirements, as stated in the terms and conditions.
  11. Bidders are requested to submit a bid on any category(s) that they are able to supply as specified. Substitutions will not be considered. If the documents note "or acceptable equal" all manufacturers will be considered. Products for consideration must comply with bid category "general notes" and identify discrepancies where product does not meet or exceed the specified (basis of design) product for design, finish, and quality.
  12. Should a Bidder find discrepancies in, or omissions from the specifications, details, instructions and bid proposal form, or should the bidder be in doubt as to the meaning, the bidder should notify, the bid contact who will send written instructions to all appropriate Bidders. The Owner shall not be responsible for any oral instructions.
  13. It is the Bidder's responsibility to note any detail or specification that, in his opinion, is not practical or functional.
  14. Interpretations and supplemental instructions will be issued by Addenda. No Bidder shall rely on any interpretations or corrections given by any other method. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding.
  15. Copies of addenda will be made available for inspection wherever Bidding Documents are posted.
  16. Addenda will not be issued later than three (3) days, (72 hrs.) prior to the date of receipt of bids (excluding weekends and holidays), except an addendum withdrawing the request for bids or postponing the bid date.
  17. Failure of Bidder to receive such addenda shall not relieve him from any obligation under his bid as submitted.
  18. Failure to comply with instructions stated in this section may result in rejection of bid.



19. After a contract agreement has been executed, the Bidder shall not be allowed any sum over and above the price(s) specified in the contract agreement.
20. Huron Valley Schools requires all Contractor owners, employees, agents, representatives, subcontractors, and/or other personnel who will be present on School grounds to submit to a criminal history background check. This background check will include a requirement for each contractor owner, employee, agent, representative, subcontractor, and/or other personnel to be screened before he/she enters School grounds. A valid State ID card or Driver's License is required to complete the background check. Once screened, the District will provide approved personnel with a Contractor Badge with a unique number.

#### ORDER DELETIONS

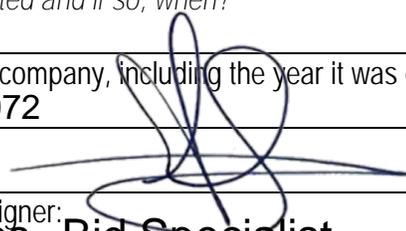
1. Owner reserves the right to add or deduct item quantities from the original specification, up to 10% of the original quantities without any effect on the unit prices submitted.

#### Huron Valley Pricing

Respondents should indicate any discounts or promotional pricing available. Please specify where different percentage discounts apply. If respondent has existing cooperative contracts in place, Huron Valley requests equal or better than pricing to be submitted.

Solicitation Terms and Conditions – HVS/MAC Master Agreement Template: [Business Office | \(hvs.org\)](https://www.hvs.org)

2.1 Company Profile

Official Name of Bidder: <b>BSN Sports, LLC</b>		Type of Entity/Organization (check one):  <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address: <b>14460 Varsity Brands Way</b>		
City: <b>Farmers Branch</b>		
State: <b>Texas</b>	Zip Code: <b>75244</b>	
Website: <b>www.bsnsports.com</b>		
Primary Contact Name: <b>Alicia James</b>		
Primary Contact Phone Number <b>800-527-7510 ext. 98094</b>		
Primary Contact Email Address: <b>AJames@bsnsports.com</b>		
Dunn & Bradstreet (D&B) Number (if applicable): <b>176332310</b>		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established: <b>Established 1972</b>		
Signature: 		
Name and Title of Signer: <b>Alicia James -Bid Specialist</b>		
Date: <b>10/26/2023</b>		

Please include a current copy of a W-9 with your proposal.



2.2 References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

Entity Name: <b>**Please see attached reference sheet**</b>	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	
Annual Volume:	



**2.3 Assurances and Certifications**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

The prospective contractor certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for from participating in this transaction by any Federal department of agency. Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

**Certification Regarding Nondiscrimination Under Federally and State Assisted Programs**

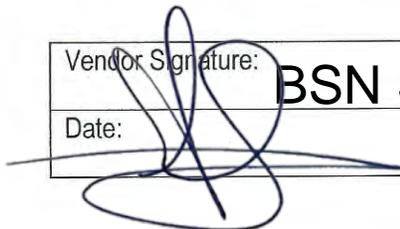
The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education (MDE).

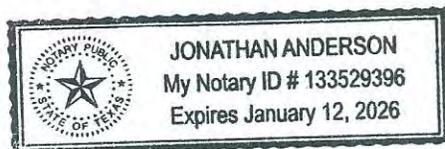
**Assurance Regarding Access to Records and Financial Statements**

The applicant hereby assures that it will provide the pass-through entity, i.e., the Huron Valley Schools, and auditors with access to the records and financial statements as necessary for the pass-through entity to comply with 2 CFR, Part 200, Subpart F, and Compliance Supplement for the U.S. Department of Education.

**Iran Economic Sanctions Act**

The prospective contractor certifies that its organization, by submission of this proposal, is not an Iran Linked Business. Please refer to the "Iran Economic Sanction Act" Public Act 517 for clarifications or questions. Huron Valley Schools as a Michigan public entity is required to follow Public Act 517 of 2012.

Vendor Signature:	 <b>BSN Sports, LLC</b>
Date:	



Notary	
State of	<u>Texas</u>
County of	<u>Dallas</u>
Sworn to and subscribed before me, a notary public in and for the above state and county, on this <u>20<sup>th</sup></u> day of <u>October</u> , 20 <u>23</u> .	
Notary Public	
My commission expires:	<u>01/12/2026</u>



Price Assurance Certification

The awarded vendor agrees to provide pricing to Huron Valley Schools and HVS/MAC cooperative participating entities ensuring the lowest pricing available. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Huron Valley Schools following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Huron Valley Schools requests equal or better than pricing to be submitted.

All pricing submitted to Huron Valley Schools shall include 2.0% administrative/remittance fee to be remitted to MAC by the awarded vendor. It is the awarded vendor's responsibility to keep all product listings and sales reports up to date and on file with Huron Valley Schools/MAC.

Vendor
Firm Name: <b>BSN Sports, LLC</b>
Authorized Representative Signature: 
Authorized Representative Name (printed): <b>Alicia James</b>
Date: <b>10/26/2023</b>



MAC

2.4 CONSTRUCTION BID DISCLOSURE STATEMENT – FAMILIAL RELATIONSHIP

Pursuant to MCL 380.1267, a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Huron Valley Schools Board of Education or the Huron Valley Schools District Superintendent must be accompanied with the bid. Bids without this disclosure statement will not be accepted.

The members of the Huron Valley Schools Board of Education are listed on the following website: <https://www.hvs.org/page/board-of-education>

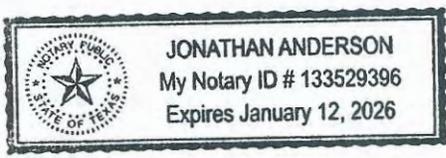
Dr. Paul Salah is Huron Valley Schools' Superintendent.

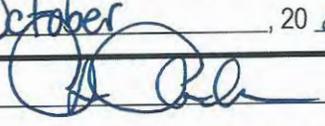
The Following are the familial relationships:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

There are none.

Vendor Signature:	
Date:	10/20/2023



Notary	
State of	Texas
County of	Dallas
Sworn to and subscribed before me, a notary public in and for the above state and county, on this 20th day of October, 2023.	
Notary Public	
My commission expires:	01/12/2026

NON-COLLUSION AFFIDAVIT

STATE OF ~~MICHIGAN~~ <sup>Texas</sup> )  
 )  
[NAME OF COUNTY] <sup>Dallas</sup> )

SS:

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have, or will receive directly or indirectly, any rebate, gift, fee, commission, or thing of value on account of such sale.

**BSN Sports, LLC**

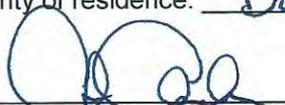
Bidder (Firm)

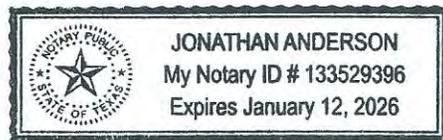
Signature of Bidder or Agent

Subscribed and sworn to before me this 20<sup>th</sup> day of October, 2023

My commission expires: 8/12/2026

County of residence: Dallas

  
Notary Public Signature



Seal

(Return this completed form with bid package)



SECTION 3.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to proposers on how to prepare and submit their proposal:

TIMETABLE	
Release of RFQu:	October 6, 2023
Question & Answer Due Date:	October 13, 2023
Questions and Answers Responses Posted:	October 20, 2023
Proposals Due by (10:00 AM/ EST) *:	November 3, 2023
Notice to Award:	December 2023
Master Agreement Award Date:	December 2023

\*Responses received later than the specified deadline will be disqualified.

3.1 Huron Valley Schools Responsibility

Huron Valley Schools is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

3.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at Huron Valley Schools Administrator/Purchasing agent designee’s sole judgment and his/her judgment shall be final.

3.3 Proposers Questions

Proposers may submit written questions regarding this RFQu by e-mail to the address identified below. All questions must be received by 10:00 am EST (Eastern Standard Time) no later than Friday, October 13, 2023. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFQu.

When submitting questions please specify the RFQu section and paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFQu. Huron Valley Schools reserves the right to group similar questions when providing answers. Questions should be addressed to:

Email address: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)



Huron Valley Schools may modify the RFQu at any time during the bid process. All changes to the RFQu will be posted under the bid number and each posting officially revises the RFQu.

### 3.4 Preparation of the Proposal

Each Proposer must submit a complete proposal in response to this RFQu. The proposal must remain valid for at least 120 days from the due date for responses to this RFQu.

The Proposer will be responsible for completing and submitting the following sections of this RFQu:

Section 1.0 – Bid Responses to Scope of Work and Pricing - **The Proposer's proposal must include detailed responses to each of the outlined requirements in the text boxes provided. There is no requirement or limitation on the number of words for these responses.**

Section 2.0 – Bidder Information and Acceptance – **The Proposer will be required to complete the information in this section and provide required signatures and notarization.**

### 3.5 Bid Submission Deadline

The Deadline for receipt of Bids is: Friday, November 3, 2023, 10:00 AM EST (the "Due Date"). Any bids received after this time will not be opened.

**Send or deliver one (1) copy of the bid, clearly marked Football Equipment and Reconditioning Services, and Other Athletic Equipment Bid HV-805-091323 along with one electronic copy on a USB Flash Drive to:**

Geoffrey VanGoethem – Assistant Superintendent, Business & Operations  
Huron Valley Schools - Administrative Building  
2390 South Milford Road  
Highland, Michigan 48357

In the event, the Administration Building is closed due to unforeseen circumstances on the day Proposals are due, Proposals will be due at the same time on the next day that the District and/or the Administration Building is open. Administration Building is open to accept bids 8:00 am – 4:30 pm EST.

Due to COVID 19 our Bid Opening will be virtual. Below is the Zoom invite if you are interested in attending.

Topic: Football Equipment and Reconditioning Services, and Other Athletic Equipment Bid Opening – Zoom Invite

Time: November 3, 2023, 10:00 AM Eastern Time (US and Canada)



Join Zoom Meeting

<https://us06web.zoom.us/j/85418589501?pwd=noqu0XMUP2SxmPJRIQOhgSILCwtf5W.1>

Meeting ID: 854 1858 9501

Passcode: 073073

One tap mobile

+16699006833,,85418589501#,,,,\*073073# US (San Jose)

+16694449171,,85418589501#,,,,\*073073# US

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

Meeting ID: 854 1858 9501

Passcode: 073073

Find your local number: <https://us06web.zoom.us/u/kITjwnNhE>

### 3.6 Adherence to Mandatory Requirements (Pass/Fail)

Huron Valley Schools Administrator or designee shall review Section 2.0 Bidder Information and determine if the Proposer meets the minimum requirements as outlined in this RFQu.

Failure of the proposer to comply with the minimum mandatory requirements may eliminate its proposal from any further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

### 3.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFQu. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Huron Valley Schools may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

- A. Huron Valley Schools may contact the proposer for clarification of the proposer's bid.
- B. Huron Valley Schools may use other sources of information to perform the evaluation.
- C. Huron Valley Schools may require the proposer to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFQu. The Proposer(s) whose bid is advantageous to the Eligible Agencies, taking into consideration the evaluation factors, will be recommended for award approval.

After a prospective supplier has been selected, Huron Valley Schools and the prospective supplier(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Huron Valley Schools may, at its sole discretion, begin negotiations with the next qualified proposer who submitted a proposal. It is anticipated that pre-qualified contract awards will be made to multiple vendors.

A solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part, when it is in the best interest of Huron Valley Schools in accordance with regulations.

### 3.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work (Section 1) – 40 points
2. Company Profile (Section 2.1) - 10 points
3. References (Section 2.2) – 20 points
4. Pricing (Section 1.12) – 30 points

### 3.9 Optional Tools to Enhance Evaluation Process

Huron Valley Schools during the evaluation of proposals may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the proposal(s) in order to select the best offering to Huron Valley Schools:

- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit
- Best and Final Offer (BAFO)
- Negotiations

### 3.10 Huron Valley Schools Option to Reject Proposals

Huron Valley Schools may, in its sole and absolute discretion, reject any or all proposals submitted in response to this RFQu. Huron Valley Schools shall not be liable for any costs incurred by the



proposer in connection with the preparation and submission of any proposal. Huron Valley Schools reserves the right to waive inconsequential disparities in a submitted proposal.

### 3.11 Freedom of Information Act

This contract and all information submitted to Huron Valley Schools by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Huron Valley Schools shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Proposer(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFQ, the Proposer shall be deemed to have agreed to indemnify and hold harmless Huron Valley Schools for any liability arising from or in connection with Huron Valley Schools failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Proposer's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

### 3.12 Contacts with Huron Valley Schools Personnel

All contact with Huron Valley Schools regarding this RFQ or any matter relating thereto must be e-mailed as follows:

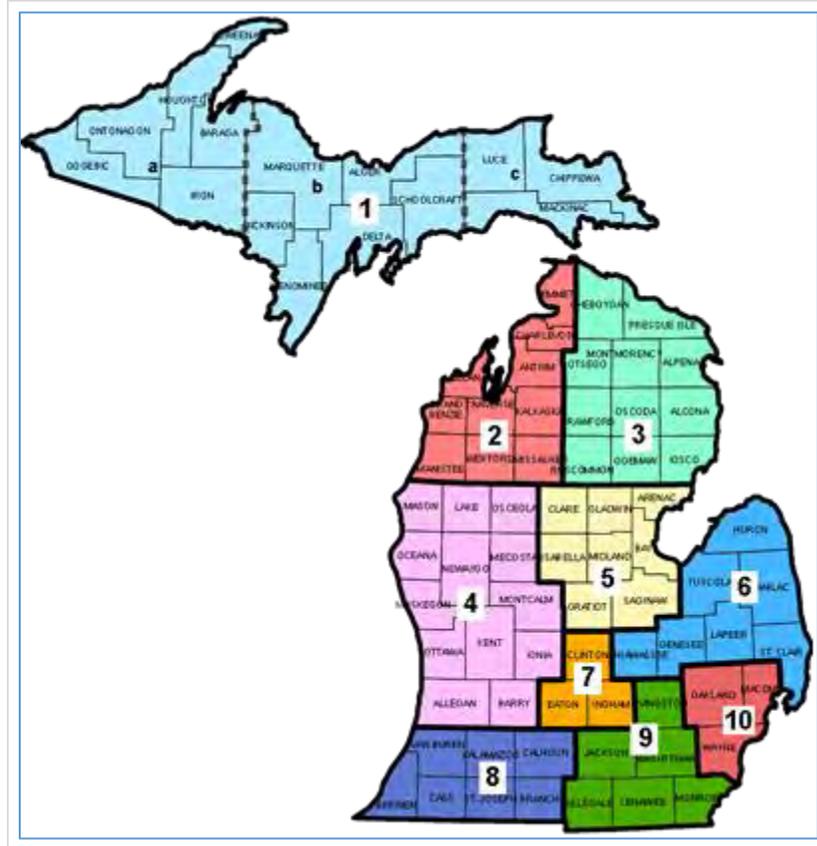
Email address: [schubel@macservcorp.com](mailto:schubel@macservcorp.com)

If it is discovered that a Proposer contacted and received information regarding this solicitation from any Huron Valley Schools personnel other than the Procurement Contact, Huron Valley Schools, in its sole discretion, may disqualify its proposal from further consideration. Only those communications made by Huron Valley Schools in writing will be binding with respect to this RFQ.

### 3.13 Final Agreement Award Determination

Huron Valley Schools reserves the right to make one total award, one award for each category/section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more proposals, the terms of any resultant agreement(s), and the determination of which, if any, proposal(s) best serves the interests of Huron Valley Schools.

### APPENDIX A -Regional Delivery Map



1. Upper Peninsula
2. Northwest
3. Northeast
4. West
5. East Central
6. East
7. South Central
8. Southwest
9. Southeast
10. Detroit Metro



Attachment A  
General Information

1. Respondents must submit products, services, warranties, etc. in price list.
2. Media submitted for price list must include the respondent's company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).
3. Please submit price lists in electronic format only.

Not to Exceed Pricing

1. Huron Valley Schools requests pricing be submitted as not to exceed for any participating entity.
2. Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for the solicitation. Volume or spot market conditions may allow for one-time discounts for participating entities.
3. Vendor must allow for lower pricing to be available for similar product and service purchases under the same market conditions.

General Information

1. It is the intent of Huron Valley Schools to always provide the best price and value to its participants. The Vendor must be able to provide a pricing methodology for its products and services that will ensure that Huron Valley Schools is always getting the best and most competitive price available.
2. The products and services provided by this contract may be acquired utilizing many different methods by the participating members of Huron Valley Schools.

Proposers are to provide manufacturer's price lists, brochures, catalogs for equipment, accessories, and supplies.  
Indicate in the worksheets the percentage discount off each category being bid. There is a separate worksheet for each category.

1. Enter Manufacturers, Make/Model/Product Numbers, Discounts, and pricing for each item being bid. Add rows under each category if needed.
2. If offering discounts off an entire catalog, enter discount percentage, indicate "entire catalog" in each category, and submit catalog with bid response.
3. Provide product brochures or catalogs, manufacturer specification sheets (electronic ) in PDF format.
4. Add Rows (not Columns) to list multiple product line items.
5. Leave blank or enter "No Bid" for any categories not being bid.

Please include in your response all purchase options available to schools.











# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p><b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BSN Sports LLC</b></p> <p><b>2</b> Business name/disregarded entity name, if different from above</p>	
	<p><b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC      <input type="checkbox"/> C Corporation      <input type="checkbox"/> S Corporation      <input type="checkbox"/> Partnership      <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p><b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.) See instructions. <b>14460 Varsity Brands Way</b></p> <p><b>6</b> City, state, and ZIP code <b>Farmers Branch, TX 75244</b></p>	<p>Requester's name and address (optional)</p>
	<p><b>7</b> List account number(s) here (optional)</p>	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
2	2	-	2	7	9	5	0	7	3

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>11.19.2021</u>
------------------	----------------------------	--------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



**BSN SPORTS**

P.O. Box 7726, Dallas, TX 75209

May 18<sup>th</sup>, 2022

To Whom It May Concern:

The following individuals have the authority to sign Bids and Contracts for BSN Sports LLC:

Chris Bloomfield	National Bid Director
Ruben Agustin	Bid Manager
Craig Mostaffa	Senior Bid Specialist
Lyn Weiss	Senior Bid Specialist
John Stafford	Bid Specialist
Martin Vizcaya	Bid Specialist
Jackson Morris	Bid Specialist
Jonathan Anderson	Bid Specialist
Cade Fowler	Bid Specialist
Alicia James	Bid Specialist
Ashley Vation	Bid Specialist
Sherry Iqbal	Senior Bid Administrator
Lorraine Eubank	Bid Administrator

Sincerely,

Terrence Babilla  
Chief Operating Officer & General Counsel  
BSN Sports LLC



11/01/2021

To Whom it may concern:

Due to shortages resulting from the government mandated closure of our printer due to Covid-19, we are unable to supply you with a hardcopy catalog with this bid response.

If you like, you can view and/or download a digital copy of our most recent catalog at the links below.

BSN Sports Equipment, Spring 2023 – Athletics:

<https://catalogs.bsnsports.com/BSN-SPORTS-Equipment/>

You may also view any of our company's sport specific catalogs, or catalogs from:

- Nike,
- Under Armour,
- New Balance, and
- Russell,

visiting <https://www.bsnsports.com/vault/>

~ your BSN Sports Bid Department  
800-527-7510 x7324  
Fax # 800-365-7653  
Email: [bsnbid@bsnsports.com](mailto:bsnbid@bsnsports.com)



## **PRE-EMPLOYMENT CRIMINAL HISTORY CHECK AND DRUG TESTING**

After an offer has been made to an applicant entering a designated job category, a mandatory criminal history check, drug test and/or medical examination will be performed by a background research professional service company and health professional referred by BSN Sports, Inc. The offer of employment and assignment to duties is contingent upon satisfactory completion of the test. The examination will be performed at the company's expense in accordance with the policies explained in this Handbook and the applicable provisions of law.

## **CRIMINAL CONVICTIONS OR OFFENSES**

The initiation of legal charges or a civil lawsuit against an employee may affect the licensure or bond ability of the employee and/or the Company, as well as the Company's ability to service and maintain the trust of its customers and other members of the community, and to provide for the protection of the Company's ability to safeguard its ability to properly service its clients. Consequently, to the extent permitted by law, employees shall be required to notify the Company if convicted or charged with the commission of a crime or offense. Employees also are required to notify the Company of any commencement of an investigation or disciplinary action relating to licensure or professional certifications.

Additionally, except as otherwise prohibited by applicable law, any employee who is convicted, pleads guilty to or is sentenced for the commission of any crimes or offenses is subject to discipline, up to and including separation of employment without prior warning if the Company determines that the act, crime or offense:

- Affects continued ability to perform duties for the Company
- Indicates unfitness for continued employment
- Involves theft or moral turpitude
- Tends to bring the Company or any of its products into disrepute, or would affect employee morals or morale if employment continued
- Indicates that the employee could present a danger to other employees or our customers; or
- Would tend to indicate that the employee could present a danger to our customers or other employees.

Except as otherwise prohibited by applicable law, the Company may discipline or separate an employee for engaging in off-duty conduct that the Company determines to be detrimental to the interests of the Company.

# **BSN SPORTS** **TERMS AND CONDITIONS**

## **Satisfaction Guarantee**

We guarantee 100% satisfaction with your purchase! Products may be returned for a refund within 30 days of the date the product was shipped to you, when returned in accordance with our Return Policy set forth below.

## **Return Policy**

All returns must be authorized by us and require a return authorization number. Call our Customer Care Team at 1-800-527-7510 for a return authorization number. Returns must be postmarked within 30 days of date the product was shipped to you; otherwise the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). A restocking fee may apply and shipping charges will not be refunded unless the merchandise is defective or it was shipped incorrectly.

Custom orders may not be returned unless the merchandise is defective or we made an error when making the custom order product. The return authorization number must be included in all correspondence and returns. We are not responsible for misuse, customer installation, freight damage or improper storage.

## **24 Hour Quick Ship**

Highlighted Products will ship within 24 hours upon verification of order and credit release.

Actual arrival time at your location depends on the method of shipment and distance from our warehouse. Standard freight rules apply.

## **Pricing and Specification**

We will make every effort to honor catalog prices through June 30, 2018. We reserve the right to change prices due to increased costs, or to correct catalog errors in pricing and/or specification. When you send us your order request, we will begin processing it as quickly as possible. Despite our best efforts, a small number of items in our catalog may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instruction before shipping or cancel your order and notify you of such cancellation. We will make every effort to send you only one invoice after all items on your order have shipped.

## **Sales Tax**

Unless your organization is a branch of the federal government, you must provide to us for each state where you are not subject to sales tax either a resale certificate or state exempt organization certificate, as appropriate. Otherwise, state and local sales taxes will be added in the states and territories of AL, AR, AZ, CA, CO, CT, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NJ, NM, NY, NV, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WI, WV and Puerto Rico. This list of sales tax states is subject to change at any time without further notice. If you are a new customer, your resale certificate or state exempt organization certificate must be sent with the Customer Information Sheet (CIS), or otherwise received by us with or before your first order, to document your status as not subject to sales tax. If we do not have on file a resale certificate or state exempt organization certificate, sales taxes will be added for orders shipped to any state or territory where we are required to charge sales tax.

## **Custom Orders**

Custom orders require a customer signed order specification confirmation before any custom order is processed. If you decide to change a custom order after it has been placed, please call us immediately. We will contact the manufacturing facility to

determine if the order has already been processed or if the change can be made. If the order has been processed, we will not be able to change it and you will be responsible for paying for the order. If a change can be made, there may be a delay in delivery and/or an additional charge. Please be certain of your ordering needs prior to submission. We may require that you prepay for custom orders.

## **Substitutions**

We strive to continually improve our products to give you the best value possible. On occasion, we may ship you a product that differs from the one pictured and described in our catalog. However, we will always substitute with a product of equal or better quality and value. If your requirements prohibit substitution, please let us know when you place the order.

## **Fast Service**

We process orders the same day they are received and generally ship items that are in our inventory within 2-3 business days. If delivery is required by a specific date, please notify us when placing your order. Please call for information on express delivery. To ensure rapid processing of your order, be sure to complete all necessary information on the Order Form.

## **Easy Payment Terms**

We offer net 30 day terms on approved credit, honor most major credit cards and accept prepaid orders. We accept VISA, MasterCard, American Express and Discover. We can also accept your check by phone. We require a written purchase order (or valid purchase order number, subject to verification, if ordering via the Internet). We may require that you prepay for custom orders. Orders received from outside the United States require prepayment before shipment. New customers requesting credit terms are required to complete a Customer Information Sheet (CIS) and require credit investigation and approval prior to order release. Customers agree to pay invoices within set terms. It is understood and agreed that payment in full is due upon receipt of the merchandise. Past due balances will be charged interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by applicable law, whichever is lower. Customers also agree to pay any and all fees, including attorney fees, incurred by us to collect past due invoices.

## **Freight Damage and Shipment Shortages**

We will gladly assist you with your freight claim. If a shipment is short or damaged, the shortage or damage must be noted on the freight delivery document at the time the product is delivered to you. Please notify us immediately if you need assistance with your claim. Please call 1-800-719-3056 same day.

## **Duplicate Orders**

To avoid accidental duplication of your Internet or phone order, DO NOT send written confirmation unless you are asked to do so by a member of our team. If you must send confirmation, you must mark the order as "Confirming Order, Do Not Duplicate." Unless your confirming order is marked clearly, you will be responsible for return freight charges and a restocking fee of up to 25% if the duplicate order is returned.

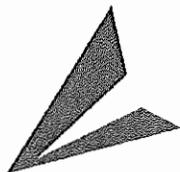
## **Off-Shore Destinations and APO/FPO Addresses**

Sometimes the weight and size of items preclude postal shipment. Always provide alternative shipping instructions and addresses (allowing us to ship other than by postal service).

## **Force Majeure**

Although we strive to meet obligations set forth in our catalog and promotional materials, we will not be liable for any failure to perform any such obligations by reasons of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; labor strikes, interruption, suspension, curtailment or other disruption of utilities; or other matters beyond our reasonable control.

**Affirmative Action Rider Program**



**BSN SPORTS™**

**Affirmative Action and Equal Employment**

**Opportunity Policy**

---

**41 C.F.R § 60-2.13(b)-2.21 (a)**

It is the policy of BSN SPORTS, LLC to pursue, affirmatively, Equal Employment opportunity for all its qualified applicants and employees. The company will recruit, hire, train, transfer and promote without regard to age, race, color, religion, sex(gender), national origin, disability (if the person is otherwise qualified) or status as veteran. All decisions on employment will be based only on the individual's ability as related to the requirements of the job for which he or she is being considered.

Management will assist in assuring that personnel actions, such as compensation, transfers, dismissals, company-sponsored training and education will be administered without regard to age, race, color, religion, sex(gender), national origin, disability (if the person is otherwise qualified) or status as a veteran. It is the responsibility of each executive, manager, supervisor and employee to cooperate in this effort.

I have appointed the Human Resources Director as the Corporation's director of Equal Opportunity Programs. In addition, the Human Resources Director will be our Corporate Direct of Affirmative Action programs for individuals with disability and for protected veterans. He/She will establish and monitor the implementation of personnel procedures to guide the Corporation's Affirmative Action programs. This official is charged with designing and implementing review and reporting systems that will keep management informed on a yearly basis of the status of Equal Employment Opportunities.

Inquiries about the Corporation's Affirmative Action policy and/or employee complaints should be directed to the Human Resources Director. BSN SPORTS, LLC, 1901 Diplomat Drive, Farmers Branch, TX 75234.

---

Terrence M. Babilla  
BSN SPORTS, LLC  
President, Chief Operating Officer and  
General Counsel