



PRICE AGREEMENT NO. 14645

AMENDMENT NO.

**BSN SPORTS**  
PO BOX 7726  
DALLAS, TX 75209-0726

**ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION**  
PO BOX 25704  
ALBUQUERQUE, NEW MEXICO 87125  
PHONE (505) 881-8415  
FAX (505) 830-1161

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BSN Sports  
PO Box 660176  
Dallas, TX 75266

SHIP TO

Ship To location will vary.  
See PO for Ship To Address.

ATTENTION  
OF

See PO for APS Contact.

DATE	VENDOR CODE
1/10/2017	10427

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

**PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.**

**ITEMS, TERMS, & CONDITIONS**

**PRICE AGREEMENT**

**Athletic Equipment and Related Goods**

Contract Term: **January 11, 2017 - January 10, 2021**

Per terms and conditions of: **BID 17-027MG-KM**

Board Approved: **12/16/2017**

Pricing Attached

**SERVICES AND/OR GOODS TO BE PROVIDED:** The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

**MINIMUM AMOUNT:** Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

**QUOTES AND PAYMENT:** The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

**Amendments:** This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: Shane Darbonne Phone: 800-527-7510, Ext 7105 Email: [sdarboone@bsnsports.com](mailto:sdarboone@bsnsports.com)  
 (D) Dylan Clark 1-800-527-7510 ext# 47404 [dclark@bsnsports.com](mailto:dclark@bsnsports.com)

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

*Shane Darbonne* 1-10-17  
505.878.6118 Date

VENDOR AUTHORIZED SIGNATURE

*John Stafford* 1/11/2017  
Date

**ALBUQUERQUE PUBLIC SCHOOLS (APS)  
GENERAL TERMS AND CONDITIONS**

**BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726**

**1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.

**2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.

**3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.

**4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

**5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.

**6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits.

APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages.

If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule.

If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits.

The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.

**7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.

**8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.

**9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.

**10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.

**11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

**12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

**13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.

**14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.

**15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.

BID No. 17-027MG-KM  
Athletic Equipment and Related Goods

BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726

Offeror Business Name: BSN Sports

1. **Contract Designee:** John Stafford, Bid Specialist  
Telephone: 800-527-7510, Ext 7315  
Email: bsnbid@bsnsports.com → main email for orders.  
*Dylan Clark*  
*Shane Darbonne*, Inside Sales  
Telephone: 800-527-7510, Ext ~~7105~~ #47409  
Email: ~~sdarbonne@bsnsports.com~~  
*dclark@bsnsports.com*
2. **Special Quotation/Reference/Account Number to be included with orders:** Bid # 16-50905
3. **Order Email Address:** bsnbid@bsnsports.com
4. **Remit Address:** BSN Sports  
PO Box 660176  
Dallas TX 75266
5. **Federal Identification No.:**
6. **Overall Catalog Discount:** 10% off BSN Equipment catalog with exceptions – see attached
7. **Individual Price List Discount which may be more or less than #6:** See attached exception list paperwork.
8. **Discount Exceptions:** For inside delivery for a freight truck shipped item, add 17% of item price on PO. See attached exception list paperwork.
9. **Minimum Order/Delivery amount per order to qualify for discount:** \$50.00 minimum order per PO; shipping to one location.
10. **Miscellaneous Charges:** Orders under \$50.00, add: \$15.00 surcharge for FedEx Ground deliveries; 17% for inside delivery for a freight truck shipped item.
11. **Delivery:** Most orders will be FOB Destination. Freight truck shipping items that require inside delivery, add 17% of item price. Tailgate delivery of a freight truck shipped item is free – See attached exception list.
12. **Inside Delivery of Physical Education Equipment:** Inside delivery for a FedEx or UPS shipped item is free. Inside delivery for a freight truck shipped item is 17% of item price.
13. **Exceptions and Conditions Company may require:** See attached exception list paperwork. \$50.00 minimum order per PO.
14. **Lead Time:** Depends on the item. Freight items may take several weeks. Instock/FedEx shipped items usually take 3-7 days. Drop ship items may take longer. Custom items may take several weeks. See Catalog.

BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726

**BID No. 17-027MG-KM**  
**Athletic Equipment and Related Goods**

**Offeror Business Name:** BSN Sports

**15. Return Policy:** See attached return policy

**16. Discount Procedures:** 10% off, calculated by the total quantity per item.

**17. Additional Information regarding order procedures:** Reference Bid 16-50905 when ordering

**18. Price List in Electronic form:** None

**19. Online Catalog or Website:** [www.bsnsports.com](http://www.bsnsports.com) View the BSN Equipment catalog at  
<http://www.bsnsports.com/catalog/>

BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726



## PERCENTAGE OFF BID FOR 2016 CATALOG ORDERS

This certificate entitles ALBUQUERQUE BOARD OF EDUCATION to:  
(Name of Institution)

10% off Catalog Price – Standard FOB Destination

**With exceptions**

\*See Attached list of Exceptions

**Prices Will Not Include Inside Delivery or Installation**

\$50 Minimum order per PO, shipping to one location.

There will be no extra charge for Inside Delivery on Fed Ex or UPS shipments.

Inside Delivery charges for all Truck Shipments will be 17% of the order amount.

Non-standard shipping and handling will require additional charges.

Percentage Off Bid Prices will be Honored from 11/8/2016 to 11/8/2017  
(not to exceed a period of 12 months without prior approval).

### Regarding catalog expiration dates:

Our Spring/Summer catalog expires July 31<sup>st</sup> of each year and our Fall/Winter catalog expires December 31<sup>st</sup> of each year. Our catalog pricing is valid only through the expiration date of each catalog. **Your current discount will remain unchanged** and any discounts will be taken from the most current catalog price.

Your Bid Number is: 16-50905

**Purchase Orders Must State: "% Off Bid" and Your Bid Number.**

Percentage Off Bid Prices **Will Not** be honored if these references are omitted.

**If you add freight to your purchase order, you will be billed for freight. Freight charges cannot and will not be reversed once processed.**

In order to have your special pricing activated this form must be signed and returned to the Bid Department prior to your first purchase order.

X: \_\_\_\_\_  
(Authorized Purchasing Director or Buyer)

\*Please include a list of all organizations and facilities with authorized purchasers that are expected or entitled to order from this agreement. Only the persons listed, ordering with the proper Bid number, during the specified time frame will be eligible for the discount.

ADDRESS – PO BOX 7726, DALLAS, TX 75209  
E-MAIL – BSNBID@BSNSPORTS.COM  
WEB SITE – WWW.BSNSPORTS.COM

PHONE – 800.527.7510  
FAX – 800.365.7653



**BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID  
 FALL 2016 CATALOG – CATALOG PRICES VALID THRU 12/31/2016**

<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
14	All First Class Bleachers	Call for Pricing
25	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
28	All Pro 30 & Pro 40 In-Ground & Surface Mount Foul Poles	Call for Pricing
34	Field Weight & Tarp Cart – 1373617 & BP Zone Basic Turf Protector – 1273892	As Listed
36	All Action 35, Action Plus 35, Elite 45 & Elite Plus 45 DiamondTurf	Call for Pricing
37	DiamondTurf Halo Mat, 10' Halo Kit with wings – 1347104	Call for Pricing
39	All Diamond Pro Products – Entire Page	Call for Pricing
44	Rain Bird Sprinklers & Accessories – 1376454 / 1376456 / 1376459 / 1376461	As Listed
49	SoftTouch Progressive Release Base – BBBASBRE	As Listed
53	All TruePitch & Accupitch Portable Game Mounds – Entire Page	Call for Pricing
54	Jugs Cordless Radar Gun – 1235982 & Ball Coach – 1385511	As Listed
55	Deluxe Iron Mike Pitching Machine – 1273939 & Ultimate Pitching Machine – 200160111	Call for Pricing
56-58	All ATEC & Jugs Pitching Machines & Products & Accessories – Entire Pages	As Listed
59	All Hack Attack & Triple Play Pitching Machines & Feeders	As Listed
71	Tanner Tee – K11059 & GTee Low Ball Attachment – 1375577	As Listed
79	Oakley Sunglasses – Entire Page	As Listed
87	Schutt Striker II Hitting Trainer – STRIKER2	As Listed
89	Bow Net Soft Toss Screen & Big Mouth Screen – 1347203 & 1347197	As Listed
108	All Bison T-Rex Adjustable/Portable Systems – 895444XX & 20026189	Call for Pricing
119	All Digital Scorer's Tables	Call for Pricing
137	All Jugs & Snap Attack Football Passing Machines	As Listed
143	All 20' & 30' Alumagoal HS Gooseneck Goalposts – 1240450/1240467/1309249/1309256	Call for Pricing
145-48	All Razor Shoulder Pads & Back Plates & All Gear Pro-Tec Shoulder Pads	As Listed
159	All Hawkeye, Raven, & Sidewinder End Zone Camera Systems	As Listed
168	Gatorade Youth Kits – 1380608 & 1380609 & Sideline Cart – 1379354	As Listed
173	Lacrosse Pink Practice Balls – 1725UPB	As Listed
181	STX Exult 200 Youth Starter Pack – 1391013	As Listed
240	Robic SC-877 Training Timer – 1389753	As Listed
257	All EZ Flex Wrestling Mats – Entire Page	Call for Pricing
291	Football Shaped Hand-Held Weights, 4 lb. – 1362220	As Listed
314	All Belfour Scales & Carrying Cases – PS-6600ST & PS-5700	As Listed
329	All Kersplash Climbing Packages	Call for Pricing
361	NBA-Style Digital Indoor Video Display – 1390145	Call for Pricing

\*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.

BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726

# RETURNS

## SATISFACTION GUARANTEE

We guarantee 100% satisfaction with your purchase! Products may be returned for a refund within 30 days of receipt when returned in accordance with our Return Policy set forth below.

## RETURN POLICY

All returns must be authorized by us and require return authorization. Call our Customer Care Team at our 1-800 number for a return authorization number. Returns must be postmarked within 30 days of return authorization issue date; 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). Shipping charges will not be refunded unless the merchandise is defective or it was shipped incorrectly. Items will be subject to return shipping charges. Items may also be subject to a restocking fee of up to 25%. 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 or improper storage.

BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726

Offeror Business Name: \_\_\_\_\_

**OFFER SUBMISSION FORM**

Provide the following required information regarding your company. No value will be assigned, but it will be a factor in determining the responsive and responsible Bidder(s). APS reserves the right to request additional information as necessary.

**NOTE: Your Bid will be rejected if the following information is not provided.**

1. **Contract Designee:** (Name of person assigned to APS account.) Include direct telephone number, extension if applicable, and email address. Notify APS if Contract Designee changes.

~~John Stafford - Bid Specialist . 1-800-527-7510 ext# 7315 BSNBID@BSNSPORTS.COM~~

~~Shane Darbonne - Inside Sales - 1-800-527-7510 ext# 7105 sdarbonne@bsnsports.com~~

(S) new → sales rep for Albuquerque → Dylan Clark - sales - 1-800-527-7510 ext# 47404 dclanke@bsnsports.com

2. **Special Quotation, Reference Number or Account Number** required to be included on Purchase Orders (Optional. If applicable, specify type of number):

16-50905

3. **Order Email Address** (Email address for Purchase Orders to be sent to; one email address only):

BSNBID@BSNSPORTS.COM

4. **Remit Address** (Mailing Address for Payments):

P.O. Box 660176

Dallas, TX 75266

5. **Federal Identification Number** (Attached current W-9):

6. **Overall Catalog Discount:**

aw #9 10% off BSN Equipment Catalog w/exceptions - see attached  
\* \$50<sup>00</sup> minimum order per PO, shipping to one location.



BSN SPORTS  
PO BOX 7726  
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Offeror Business Name: \_\_\_\_\_

7. **Individual Price List Discount:** (Indicate product lines, manufacturer, sport, etc., which may be more or less than #6.) Disclose your authorized product lines or manufacturer in which you are the only authorized dealer. Add additional pages if necessary.

See attached exception list paperwork.

8. **Discount Exceptions:** (Indicate product lines, manufacturer, sport, etc., X or Y amount, or more pricing, freight items, etc.) No exceptions for partial orders for matching existing stock.

- If you require Inside Delivery for a freight truck shipped item then add 17% of item price to your PO.
- See attached exception list paperwork.

9. **Minimum Order/Delivery amount per order to qualify for discount, if applicable:**

- \$50<sup>00</sup> minimum order per PO, shipping to one location.

10. **Miscellaneous Changes:** (i.e. small order charge, hazardous materials surcharge, etc.). Please specify name of charge and amount or percentage.

- Orders under \$50<sup>00</sup> - 15<sup>00</sup> surcharge for Fed ex ground deliveries
- 17% for inside delivery for a Freight truck shipped item.

11. **Delivery:** Absorb all freight charges into the cost of the items. No freight charges are to be reflected on the invoices. No additional freight charges will be passed on to APS for vendor direct deliveries. Before completing this section, see Terms and Conditions, Paragraph 17 and 18.

Most orders will be FOB Destination

Freight Truck shipped items that require Inside Delivery add 17% of item price

Tail gate delivery of a Freight Truck shipped item is Free - See attached exception list

BSN SPORTS  
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Offeror Business Name: \_\_\_\_\_

12. APS may, on occasion, require inside delivery of equipment and related goods to a specific location. Can your company deliver athletic equipment and related goods inside a building?

Inside Delivery for a Fed Ex or UPS shipped item is FREE.

Inside Delivery for a Freight truck shipped item is 17% of item price.

13. Specify any exceptions and conditions that your company may require:

- See attached exception list paperwork.

- \$50<sup>00</sup> minimum order per PO.

14. What is your average lead-time after receipt of an order?

Depends on the item - Freight items may take several weeks. Instock/FedEx

shipped items usually take 3-7 days. Drop ship items may take longer.

Custom items may take several weeks. See Catalog.

15. What is your Return Policy? (Specify the return goods policy, restocking, exchanges, etc.)

See attached return policy.

16. APS PREFERS DISCOUNT BY TOTAL ORDER. Explain your discount procedures as it applies to your invoice (i.e. discount based on unit price, total extension of unit price, total order, etc.).

10% off is calculated by the total quantity per item.

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Offeror Business Name: \_\_\_\_\_

17. Add any other information regarding ordering procedures that has not been discussed, that you desire to be considered.

*Please reference bid # 16-50905 when ordering*

18. Does your company have a Price List in electronic form, such as a disc or jump drive? If so, please include the electronic copy with your Bid. Briefly explain below what is on the electronic copy (i.e. catalog numbers, descriptions, page numbers, etc.)

*not available*

19. Does your company have an online catalog or a website? Indicate your capabilities and website address.

*WWW.BSNSPORTS.COM*

*You can view our BSN Equipment catalog at: <http://www.bsnsports.com/catalog/>*

PRICING STATEMENT

The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive Bidding in connection with this solicitation, and agrees to furnish the equipment, materials, and supplies as required, within the time specified under the conditions imposed, and at the price indicated.

Signature of Authorized Representative: *John Stafford* Contractor's License #: \_\_\_\_\_

JOHN STAFFORD  
 Bid Specialist

(If Applicable)

Type or print name of above: jsafford@bsnsports.com

Name of Firm: BSN SPORTS  
 PO BOX 7726  
 DALLAS, TX 75209-0726

Address: BSN SPORTS  
 PO BOX 7726  
 DALLAS, TX 75209-0726

Telephone No.: 1-800-527-7510

Veterans Preference Certification No. (if applicable): \_\_\_\_\_

Contact information for Sales Department:

Contact information for POs/Invoicing/Etc.:

Name of Contact: (JS) Dylan Clark  
Shane Darbonne

Name of Contact: AR Dept PO's send to  
Bill Dept / John Stafford

Telephone No.: 1-800-527-7510 ext # ~~7515~~ 47404

Telephone No.: 1-800-527-7510  
ext # 0520 1-800-527-7510 ext # 7315

Email Address: (JS) dclark@bsnsports.com  
sdarb@bsnsports.com

Email Address: AR@BSNSPORTS.COM BSNBID@BSNSPORTS.COM

\*\*\* IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS PROCUREMENT. \*\*\*