

# Request for Proposal (RFP) for Athletic Equipment, Team, Cheer and Band Uniforms. Helmet Reconditioning/Recertification

Solicitation Number: 19-22

Publication Date: Tuesday, February 8<sup>th</sup>, 2022

## Notice to Respondent:

**Submittal Deadline: Thursday, March 24<sup>th</sup>, 2022 2:00 pm CST**

Questions regarding this solicitation must be submitted to [questions@ncpa.us](mailto:questions@ncpa.us) no later than Thursday, March 17<sup>th</sup>, 2022. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Athletic Equipment, Team, Cheer and Band Uniforms. Helmet Reconditioning/Recertification for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Athletic Equipment, Team, Cheer and Band Uniforms. Helmet Reconditioning/Recertification, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at [ncpa.bonfirehub.com](http://ncpa.bonfirehub.com)

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this invitation.



Competitive Solicitation by  
Region 14 Education Service Center

For

Athletic Equipment, Team, Cheer and Band Uniforms.  
Helmet Reconditioning/Recertification

On behalf of itself and other Government Agencies

And made available through the  
National Cooperative Purchasing Alliance

RFP # 19-22

**NCPA**

**National Cooperative Purchasing Alliance**

# Introduction / Scope

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- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Athletic Equipment, Team, Cheer and Band Uniforms. Helmet Reconditioning/Recertification.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
  - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
  - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
  - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
  - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
  - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

# Instructions to Respondents

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- ◆ Submission of Response
  - Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
  - Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
  - Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
  - Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.
  
- ◆ Public Bid Opening
  - The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email [contracts@ncpa.us](mailto:contracts@ncpa.us) by 4:00 pm the day before the bid opening date to receive an invitation.
  
- ◆ Required Proposal Format
  - Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).
  
- ◆ Tabs
  - Tab 1 – Master Agreement / Signature Form
  - Tab 2 – NCPA Administration Agreement
  - Tab 3 – Vendor Questionnaire
  - Tab 4 – Vendor Profile
  - Tab 5 – Products and Services / Scope
  - Tab 6 - References
  - Tab 7 - Pricing
  - Tab 8 – Value Added Products and Services
  - Tab 9 – Required Documents

# Tab 1 – Master Agreement

## General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

- The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- Products
  - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
- Construction
  - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

◆ Safety

- Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest
  - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
    - Name, address and telephone number of protester
    - Original signature of protester or its representative
    - Identification of the solicitation by RFP number
    - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition,



the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

# Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
  - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
  - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
  - It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.
- ◆ Contract Waiver
  - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation

- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's

history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
  
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
  
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training
  - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
  - Customer Service
  
- ◆ Technology for Supporting the Program (7 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

# Signature Form

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The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name	Sports, Inc.
Address	333 2nd Avenue North
City/State/Zip	Lewistown, MT 59457
Telephone No.	406-538-3496
Fax No.	800-227-7207
Email address	MPEARSON@HQ.SPORTSINC.COM
Printed name	Max Pearson
Position with company	Team Sports Program Manager
Authorized signature	

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Sports, Inc. (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 08-35, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Athletic Equipment, Team, Cheer and Band Uniforms. Helmet Reconditioning/Recertification;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

<b>Entity Name</b>	<b>Zip Code</b>	<b>State</b>	<b>PO or Job #</b>	<b>Sale Amount</b>

**Total** \_\_\_\_\_

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<b><u>Annual Sales Through Contract</u></b>	<b><u>Administrative Fee</u></b>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	Sports, Inc.
Name: <u>Matthew Mackel</u>	Name: <u>Max Pearson</u>	
Title: <u>Director, Business Development</u>	Title: <u>Team Sports Program Manager</u>	
Address: <u>PO Box 701273</u>	Address: <u>333 2nd Ave. North</u>	
<u>Houston, TX 77270</u>	<u>Lewistown, MT 59457</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>April 19, 2022</u>	Date: <u>3/22/2022</u>	



# Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland       | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska               | <input type="checkbox"/> Massachusetts  | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Arizona              | <input type="checkbox"/> Michigan       | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Arkansas             | <input type="checkbox"/> Minnesota      | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> California           | <input type="checkbox"/> Mississippi    | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Colorado             | <input type="checkbox"/> Missouri       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Connecticut          | <input type="checkbox"/> Montana        | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Delaware             | <input type="checkbox"/> Nebraska       | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada         | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Florida              | <input type="checkbox"/> New Hampshire  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Georgia              | <input type="checkbox"/> New Jersey     | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Hawaii               | <input type="checkbox"/> New Mexico     |   |
| <input type="checkbox"/> Idaho                | <input type="checkbox"/> New York       |   |
| <input type="checkbox"/> Illinois             | <input type="checkbox"/> North Carolina |   |
| <input type="checkbox"/> Indiana              | <input type="checkbox"/> North Dakota   |   |
| <input type="checkbox"/> Iowa                 | <input type="checkbox"/> Ohio           |   |
| <input type="checkbox"/> Kansas               | <input type="checkbox"/> Oklahoma       |   |
| <input type="checkbox"/> Kentucky             | <input type="checkbox"/> Oregon         |   |
| <input type="checkbox"/> Louisiana            | <input type="checkbox"/> Pennsylvania   |   |
| <input type="checkbox"/> Maine                | <input type="checkbox"/> Rhode Island   |   |

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |  |
|---|--|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input type="checkbox"/> Puerto Rico             |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands     |
| <input type="checkbox"/> Midway Islands                 |  |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
  - Respondent Certifies that this firm is a M/WBE
- **Historically Underutilized Business**
  - Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of Lewistown, State of MT

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

- A publically held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

- |   |  |
|---|--|
| <input type="checkbox"/> Manufacturer Direct    | <input type="checkbox"/> Certified education/government reseller             |
| <input type="checkbox"/> Authorized Distributor | <input type="checkbox"/> Manufacturer marketing through reseller             |
| <input type="checkbox"/> Value-added reseller   | <input checked="" type="checkbox"/> Other: <u>Sales &amp; Marketing Org.</u> |

◆ **Processing Information**

➤ Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Ashlie Gregory

Title: AP Supervisor

Company: Sports, Inc.

Address: 333 2nd Ave. North

City: Lewistown State: MT Zip: 59457

Phone: 406-538-1140 Email: AGREGORY@HQ.SPORTSINC.COM

- Purchase Orders

Contact Person: Max Pearson  
 Title: Team Sports Division  
 Company: Sports, Inc.  
 Address: 333 2nd Avenue North  
 City: Lewistown State: MT Zip: 59457  
 Phone: 406-538-3496 Email: MPEARSON@HQ.SPORTSINC.COM

- Sales and Marketing

Contact Person: Travis Elam  
 Title: Team Sports Division  
 Company: Sports, Inc.  
 Address: 333 2nd Avenue North  
 City: Lewistown State: MT Zip: 59457  
 Phone: 406-538-3496 Email: TELAM@HQ.SPORTSINC.COM

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes       No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

# Tab 4 – Vendor Profile

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Please provide the following information about your company:

- ◆ Company's official registered name.

Sports, Incorporated

- ◆ Brief history of your company, including the year it was established.

Sports, Inc. is a sporting goods buying organization with over 500 members and 750 sales locations in all 50 states and Canada.

Sports, Inc. was founded in 1965 in Lewistown, Montana, as a means for independent sporting goods retailers to grow and prosper in a competitive marketplace. Since our beginning with seven outdoor stores, Sports, Inc. has grown into a nationwide network of stores involved in all facets of the sporting goods industry.

Today, we are the most diverse and largest sporting goods buying group based on our number of independently owned retailers and their store locations. Sports, Inc is 100% owned and guided by a board of directors elected from our membership.

The goal of Sports, Inc. is to be the integral link between our members and vendors so that the necessary balance is maintained to the competitive advantage of all

We are proud of our unique reputation for innovation and service, the dedication of our staff and the extremely high quality of our membership.

We are committed to helping independent sporting goods retailers remain competitive and prosperous. Our staff strives to develop mutually beneficial relationships with over 1,000 vendors to allow our members to take advantage of superior buying and service opportunities.

- ◆ Company's Dun & Bradstreet (D&B) number.

03-526-6543

- ◆ Company's organizational chart of those individuals that would be involved in the contract.



- ◆ Corporate office location.
- List the number of sales and services offices for states being bid in solicitation.  
There are 242 Sports, Inc. dealers with 341 locations.
- List the names of key contacts at each with title, address, phone and e-mail address.

See the next five pages. The lines highlighted in gray are additional locations for a dealer.  
Dealer identification can be determined by the Store # column.

Store#	StoreName	Contact Person(s)	LocationDescription	City	State	PostalCode	TE	Phone	Phone2
47	ROY'S SPORT SHOP	Gene Bierscheid	Store Main Location	1513 9th Ave. SE	Watertown	SD	57201	14-001-46309855E-ST-001	605-886-7508
67	BORCH'S SPORTING GOODS INC.	Mike Dalager - Steve Sussner	Store Main Location	1309 East College Drive	Marshall	MN	56258	5693635	507-532-4880
93	BUSH-WELLS SPORTING GOODS CO.	John (Terry) Nelson - Pearly Wells	Store Main Location	500 South Center Street	Casper	WY	82601	1-283	307-235-6671
101	LOU'S SPORTING GOODS	Roger Brackhan - Terry Cheshire - Tom Cody	Store Main Location	523 North Main Box 509 (Zip 68026-0509)	Fremont	NE	68025	01-0636940	402-721-6040
101	NEBRASKA SPORTS		Branch Location	3327 21st Street	Columbus	NE	68601		402-721-5255
101	NEBRASKA SPORTS		Branch Location	866 E 23rd St	Fremont	NE	68025		402-721-5255
101	NEBRASKA SPORTS		Branch Location	Meridian Park 6900 "O" Street Suite 114	Lincoln	NE	68510		402-467-2306
104	GERRELLS & CO.	Kurt Hanson - Kevin Smith	Store Main Location	415 Fourth Street NE	Devils Lake	ND	58301-2598	55312	701-662-8133
113	CENTER SPORTS INC.	Elise Glade - Harlan Handevitd - Pam Handevitd - Ben Noble	Store Main Location	1827 1st Ave SW	Sioux Center	IA	51250		712-722-3788
124	CARLSON'S APPLIANCE & SPORTS CENTER	Richard Carlson	Store Main Location	313 West 3rd St.	Red Wing	MN	55066	6027603	651-388-5195
156	TIGER CITY SPORTS	Gary L. Hillman	Store Main Location	920 South Broadway Ave	Albert Lea	MN	56007	6600109	507-373-4366
157	RED ROCK SPORTING GOODS	Casper B. Schantz - Cliff Schantz - Marilyn Schantz	Store Main Location	700 S. Haynes Ave. Box 1117	Miles City	MT	59301		406-232-2716
190	CARDINAL'S SPORT CENTER	John Cardinal - Tony Cardinal	Store Main Location	6524 Slide Road	Lubbock	TX	79424	1-75-1053420-3	806-765-6645
190	WILLIAMS SPORTING GOODS		Branch Location	26 North Plaza	Paris	TX	75460		903-785-3333
190	CARDINAL'S SPORT CENTER		Branch Location	4817 W. Park Blvd #804	Plano	TX	75093		972-985-1144
248	BILSON'S SPORT SHOP	Brad Bilson - Steve Moe	Store Main Location	201 Lander Avenue	Turlock	CA	95380	KHE100-184450	209-634-4543
262	TOTH'S SPORTS	Lanse Toth	Store Main Location	71 Victor Heights Pkwy.	Victor	NY	14564	16-083-7022	585-924-7540
271	LOCKER ROOM	Jacob Erickson - Tyne Seegmiller	Store Main Location	514 N Bluff St.	St. George	UT	84770	11227012-003-STC	435-628-4221
331	TEAM SPORTING GOODS INC.	Jamie Pankratz - David Romek	Store Main Location	107 E. 29th Street PO Box 482	Marshfield	WI	54449	456-000099220-03	715-384-3181
401	WILDERNESS SPORTS INC.	Raymond Sundquist - Sandra Sundquist	Store Main Location	317 E. Division Street	Ishpeming	MI	49849	138-2982291	906-485-4565
402	ZIDE'S SPORT SHOP OF OHIO	Rodney Zide	Store Main Location	253 2nd Street	Marietta	OH	45750	84-015512	740-373-6446
405	ALL AMERICAN SPORTS CENTER INC.	Pete Fowler - Rebecca A. Fowler	Store Main Location	3690 North Academy Blvd.	Colorado Springs	CO	80917	28-05900-0000	719-574-4400
405	ALL AMERICAN SPORTS CENTER		Branch Location	1022 Barton Blvd.	Rockledge	FL	32955		719-641-5509
416	WILSON'S SPORTS CENTER	Doug Krutzfeldt	Store Main Location	4313 Indian Trail N.E.	Solon	IA	52333	1-52-006411 M	319-321-5407
422	CAPITAL SPORTS	Carl Beckwith	Store Main Location	361 S. Pierre Street	Pierre	SD	57501	1023-9015-ST	605-224-1808
435	SUPERIOR SPORT STORE	Eric Vande Poel - Joel Vande Poel	Store Main Location	202-204 River Avenue	Holland	MI	49423	38-2071919	616-392-9533
435	SUPERIOR SPORT STORE		Branch Location	7750 20th Avenue	Jenison	MI	49428		616-457-0640
447	RUBE ADLER SPORTING GOODS INC.	Fred Adler - Jessie Adler - Ken Adler	Store Main Location	34378 Aurora Road	Solon	OH	44139	18-360750	440-248-4668
457	MCMANAMA SPORTS CENTER INC.	Dan McManama	Store Main Location	437 W. 18th St.	Merced	CA	95340	SRDHF 41 629258	209-722-3593
465	SPORT ABOUT EQUIPMENT	Ken Simpkins - Mary Simpkins	Store Main Location	2853 Park Ave.	Soquel	CA	95073	SR GHC 20-651020	831-239-8465
470	HULME'S SPORTING GOODS LLC	Ron Brown - Sue Brown - Kim Veglio	Store Main Location	3735 Highway 641 S.	Paris	TN	38242	104512654	731-642-0561
485	STAYTON SPORTS STORE INC.	Larry Gower - Nova Gower - Ron Gower	Store Main Location	1177 North 1st Avenue	Stayton	OR	97383		503-769-5033
489	MALLORY SPORTS SUPPLY INC.	Dave Mallory	Store Main Location	1818 Vaughn Road	Wood River	IL	62095	1644-7115-MTV	618-259-4236
496	GOETZ BROTHERS SPORTING GOODS	Brent Goetz - Carolyn Goetz - Marc Goetz - Steve Goetz	Store Main Location	1125 Industrial Rd Ste.E	San Carlos	CA	94070	SR BH 101-334290	650-366-4082
502	VARSTY SHOP	Marc Secontine	Store Main Location	623 S. Adams Road	Birmingham	MI	48009	8-ME-0128373	248-646-4466
511	BURGHARDT SPORTING GOODS INC.	Brian Burghardt - Chip Burghardt - Carl Burghardt IV - Lynn Kaul	Store Main Location	15333 N National Ave	New Berlin	WI	53151	004-0000195002-01	262-790-1170
511	BURGHARDT SPORTING GOODS		Branch Location	8625 N.Port Washington Rd	Fox Point	WI	53217		262-790-1170
528	JOCK'S NITCH INC.	Josh Hayes - John Minton - Phil Minton	Store Main Location	523 North Broadway	Pittsburg	KS	66762	10040382 M	620-231-3552
528	JOCK'S NITCH SPORTING GOODS INC.		Branch Location	13358 College Blvd	Lenexa	KS	66210		913-345-2882
528	JOCK'S NITCH LOCKER ROOM		Branch Location	1801 SW Wanamaker #E13A	Topeka	KS	66604		785-246-6888
528	JOCK'S NITCH		Branch Location	1814 Main	Parsons	KS	67357		620-421-5540
528	JOCK'S NITCH SPORTING GOODS INC.		Branch Location	729 Commercial	Atchison	KS	66002		913-203-4982
528	JOCK'S NITCH LOCKER ROOM		Branch Location	826 Massachusetts	Lawrence	KS	66044		785-842-2442
549	SKEETER KELL SPORTING GOODS INC.	Chris Sledge - Roger Sledge	Store Main Location	1300 Industrial Drive	Kennett	MO	63857	10233661	573-888-6678
549	SIKES SPORTING GOODS		Branch Location	207 N New Madrid St.	Sikeston	MO	63801		573-471-5668
550	SPORTS LOCKER INC.	James Palumbo - Thomas Palumbo	Store Main Location	711 West State Street	Clean	NY	14760	161360019	716-373-1411
561	PLAYERS SPORTING GOODS INC.	David E. Butler	Store Main Location	5737 N. Graham Street	Charlotte	NC	28269-4838	511-1-060-56381	704-598-7966
566	DECKER SPORTING GOODS INC.	Bob Lemon	Store Main Location	4850 4th St. SW PO Box 1218 (zip 50402)	Mason City	IA	50401	0-00-00 6836	641-423-7423
566	DECKER SPORTING GOODS		Branch Location	3012 5th Ave. S.	Fort Dodge	IA	50501		641-576-7573
584	GPSA	Brian Klaas	Store Main Location	112 Lincoln Ave.	Pittsburgh	PA	15209	82382769	412-821-5976
584	DAN NATALE SPORTS CENTER INC.		Branch Location	12591 Route 30 Unit 7	North Huntingdon	PA	15642	65-23851-1	724-864-3268
584	NATALE SPORTING GOODS INC.		Branch Location	209 5th Avenue	McKeesport	PA	15132	02-01158-3	412-672-7182
584	DEMAN'S TEAM SPORTS		Branch Location	295 Main St.	Brookville	PA	15825		814-849-2351
586	ALBERT SPORTING GOODS	Lyle Albert - Zachary Albert	Store Main Location	121 West Spring Street	St. Marys	OH	45885	06-011670	419-394-4012
591	JIM'S SPORTS CENTER INC.	Dan Malloy - Donna Malloy - James Malloy - Pat Malloy - Terry Malloy	Store Main Location	26 N. Second Street	Clearfield	PA	16830	17047399	814-765-3582
593	SPORTS & SPORTS	Steve Reichert	Store Main Location	3600 N. Ridge East	Ashtabula	OH	44004	4036512	440-998-4664
593	SPORTS & SPORTS		Branch Location	6586 N. Ridge Road	Madison	OH	44057		440-428-4332
597	OREGON CITY SPORTING GOODS INC.	Kurt Brauckmiller - Susan Brauckmiller - Thomas Brauckmiller	Store Main Location	1010 Main Street	Oregon City	OR	97045		503-656-3341
598	BREEDLOVE'S SPORTING GOODS	Daniel Breedlove - W.W. Breedlove - Debbie Pillen	Store Main Location	123 W. 2nd Street	Kewanee	IL	61443	2026-6103	309-852-2434
608	GENERAL SPORTS CORPORATION	Craig Johnson - John Porter	Store Main Location	7700 W. 78th Street	Edina	MN	55439	7636686	612-925-4010
608	GENERAL SPORTS		Branch Location	7505 Ikola Way Suite 203	Edina	MN	55439		612-925-1333
619	RED STICK SPORTS	Brian Redman	Store Main Location	5770 Essen Lane	Baton Rouge	LA	70809	3393030-001-400	225-769-6232
619	RED STICK SPORTS		Branch Location	17424 Airline Highway	Prairieville	LA	70769		225-677-9390
624	DON'S SPORTSMAN SHOP INC.	Donald Braud - Trudy Braud	Store Main Location	4463 LA Highway 1 South Suite C	Port Allen	LA	70767	4654042-001-400	225-687-8369
626	LEE'S PRO SHOP INC.	Yvonne Louden - Bradley Samuelson - Jonathan (Jay) Samuelson - Loren Samuelson	Store Main Location	625 Henriette Road NW	Pine City	MN	55063	4170925	320-629-6428
627	BUSH-KELLER SPORTING GOODS	Cammie Unruh	Store Main Location	340 Vincennes Street	New Albany	IN	47150	0110723604-001-5	812-945-1146
628	SPORT-N-CENTER	Stacy Phipps	Store Main Location	205 S. Range Avenue	Denham Springs	LA	70726	9472309-001-400	225-664-7386
630	FREDDY BATTAGLIA'S SPORTING GOODS INC.	John Ezbiansky - Paul Ezbiansky	Store Main Location	501 Wyoming Avenue	Scranton	PA	18509	35140071	570-344-3112
631	GEE & BEE SPORTING GOODS INC.	Kris Heldman - Richard (Sandy) Heldman	Store Main Location	190 Mt. Auburn Ave.	Auburn	ME	4210	1024176	207-784-4933
637	GULFSHORE SPORT STORE INC.	Kathy McKenna - Mike McKenna	Store Main Location	7686 49th Street North	Pinellas Park	FL	33781	62-8012124014-1	727-541-6488
640	CURT SMITH SPORTING GOODS INC.	Jeff Hall - Chris Parciak - Steve Smith	Store Main Location	213 East Main	Belleville	IL	62220	0285-0923	618-233-5177
641	PRO SPORTS	Katie Logan - Thomas (Scott) Postell	Store Main Location	3130 Florence Road	Powder Springs	GA	30127	033-24-58788-7	770-943-9692
641	PRO SPORTS		Branch Location	820 Highway 31 S.W.	Hartselle	AL	35640		256-773-1524
659	DOWNTOWN ATHLETIC STORE INC.	Dave Deane - Maureen Deane	Store Main Location	1180 Seminole Trail Suite 210	Charlottesville	VA	22901	001125294-1	434-975-3696
659	DOWNTOWN ATHLETIC STORE WAREHOUSE		Shipping Address	1180 Seminole Trail Suite 320	Charlottesville	VA	22901		434-202-2095
659	TOTAL SOCCER		Branch Location	194 Zan Road	Charlottesville	VA	22901		434-220-2460
660	ALL STAR SPORTS INC.	Wayne Grantham - Tommy Hewitt	Store Main Location	1521 W. Second Loop Rd.	Florence	SC	29505	21211680	843-667-5000
672	SPORTSTOP INC. (THE)	James Rogers - Jay Rogers	Store Main Location	10720 Rodney Farham Road	Little Rock	AR	72212	047265-60-001	501-224-4033
682	BUDGET SPORTING GOODS	Jason Baker - Lance Berkman - Randy Jatzlau - Isaac Montelone - Mike Speck	Store Main Location	6611 Westcott	Houston	TX	77007	3-20016-4333-0	713-864-6770
705	STAR SPORTS	Carl Webster - Janice Webster	Store Main Location	5474 Gateway Plaza Drive	Benicia	CA	94510	SRJHF 21745209	707-745-6724
708	PROSTOCK ATHLETIC SUPPLY LTD.	Alex McKay - Gail Nelson - Trevor Quinn	Store Main Location	8327 Eastlake Drive Unit #109	Burnaby	BC	V5A 4W2	PST-1007-6948	800-691-8676
708	PROSTOCK ATHLETIC SUPPLY		Shipping Address	8327 Eastlake Drive Unit #210	Burnaby	BC	V5A 4W2		800-691-8676

Store#	StoreName	Contact Person(s)	LocationDescription	City	State	PostalCode	TE	Phone	Phone2
710	PISCO SPORTING GOODS INC.	Cheryl Pisco - David Pisco-Putnam	Store Main Location	130 Washington St. PO Box 327	N. Easton	MA	2356	042-477-297	508-238-5599
724	LEE'S SPORTING GOODS INC.	Brian Lee - Jeff Scott	Store Main Location	3061 Leeman Ferry Road	Huntsville	AL	35801	45-17477	256-883-2166
728	HOBBS SPORTING GOODS INC.	Frank Hobbs - Chuck Ross	Store Main Location	2310 US Highway 80 West	Dublin	GA	31021	300-930711	478-272-3938
728	HOBBS SPORTING GOODS INC.		Branch Location	1062 Thompson Bridge Rd Unit A4	Gainesville	GA	30501		678-971-4622
729	C & M SPORTING GOODS INC.	Sandra Branch - Jimmy Maddox - Sammy Maddox	Store Main Location	158 Westgate Parkway	Dothan	AL	36303	35008166	334-793-7415
731	SPORTS SPECTRUM LLC	Jeff Covington	Store Main Location	4518 Hwy 58	Chattanooga	TN	37416	100823834	423-899-9238
733	T & G ALLSPORTS	Tony Davis - Frank Robinson	Store Main Location	100 Hwy 314	Fayetteville	GA	30214	056-24-037698	770-460-7700
733	SMITH & DAVIS CLOTHING INC.		Branch Location	1552 Hwy 54 West	Fayetteville	GA	30214		770-487-4183
736	FISCHERS PRO-LINE SPORTS	Donald R. Fischer - Richard J. Fischer - Randall Hicks	Store Main Location	785 New Florissant Rd So.	Florissant	MO	63031	10795758	314-921-6300
736	FISCHERS PRO-LINE SPORTS		Branch Location	17708 Edison Avenue	Chesterfield	MO	63005		636-449-1052
737	KEN'S SPORTING GOODS	Genevieve Berry - Jason Bretsch - Ken Bretsch	Store Main Location	2610 Hamner Ave.	Norco	CA	92860	SR EHA 23 675957	951-735-9863
751	SKIPPER'S SPORTING GOODS INC.	John Bailey - George Skipper Williams	Store Main Location	Eastgate Shopping Center 7558 Hwy 90	Morgan City	LA	70380	0507418-001-400	985-384-8121
754	SAUVE' BROS. ATHLETIC EXPRESS	Erik Sauve'	Store Main Location	507 North York Street	Mechanicsburg	PA	17055	81106943	717-796-5959
757	PROSTOCK ATHLETIC SUPPLY INC.	Eric Ericsson	Store Main Location	110 N. Samish Way	Bellingham	WA	98225	600510235	360-647-0410
757	PROSTOCK ATHLETIC SUPPLY		Shipping Address	110 N. Samish Way	Bellingham	WA	98225		206-782-5860
757	3GI SPORTS		Branch Location	1117 NW 54th St. #1	Seattle	WA	98107		206-782-5860
760	SPORTSARAMA INC.	Chad Stewart	Store Main Location	114 W. Chicago Rd. PO Box 596	Sturgis	MI	49091	E 38-194029	269-651-5382
762	ATHLETES' ALLEY	Greg Ford	Store Main Location	483 Broad St.	Shrewsbury	NJ	7702	222-112-447/000	732-842-1127
768	REYNOLDS & SONS SPORTING GOODS	Jeffrey Reynolds	Store Main Location	12 Monroe Center	Grand Rapids	MI	49503	F 38-2392667	616-456-7161
770	ZAPPIA ATHLETIC PRODUCTS INC.	Dan Cordi	Store Main Location	133 Front Street Ste 101	Vestal	NY	13850	16-1512216	607-748-9795
771	HOLWERDA-SNOAP SPORTING GOODS	B.J. Holwerda - Steve Kraai	Store Main Location	2041 S. Division Ave. SE	Grand Rapids	MI	49507	38-1693596	616-452-1581
772	R & S SPORTS	Pamela Rucker - Santy Solis	Store Main Location	3212 Gillonville Road	Albany	GA	31721	047-24-16089-4	229-888-3755
772	R & S SPORTS		Branch Location	3122 N. Oak Ext.	Valdosta	GA	31601		229-253-9533
787	VIVROUX SPORTS	Pat Hanlon	Store Main Location	2222 Breezewood	San Antonio	TX	78209	1-74-2958074-3	210-829-4197
788	WIGHT'S SPORTING GOODS	Andrew Nickerson	Store Main Location	14 Commerce Court	Hampden	ME	4444	268303	207-945-4455
789	FORSPTS FHF SPORTS INC.	Jim Forster - Scott Forster - William Forster	Store Main Location	3950 Pine Grove Ave.	Fort Gratiot	MI	48059	51-0462275	810-984-3300
796	ATHMEDICS INC.	Tim Box - Dave Scaccia	Store Main Location	937 Floyd Ave. - Rear	Rome	NY	13440	16-1396785	315-337-4141
802	FIRST TEAM SPORTS CENTER OF THE CAROLINAS INC.	Michael Miros	Store Main Location	2520 Wade Hampton Blvd. Suite A	Greenville	SC	29615	023-58274-9	864-268-6227
805	CLASSIC TEAM SPORTS INC.	David Barzyk - Keith Martinez	Store Main Location	2105 Emmorton Park Rd Suite 123	Edgewood	MD	21040	9626492	410-676-8000
817	WINNING EDGE	Brad Good	Store Main Location	221 Rouch Place Dr.	Rochester	IN	46975	3900991	574-223-6090
829	ALL SPORTS PROMOTIONS INC.	Charlie Kuenzler - John Kuenzler - Barbara Normandin	Store Main Location	18 First Street	Lowell	MA	1850	043-537-037	978-452-1976
829	HEROES		Branch Location	18 First Street	Lowell	MA	1850		978-454-7300
832	T-SHIRT PRINTING PLUS INC.	Gary Peshl - Kathy Peshl	Store Main Location	8608 W. Main Street	Kalamazoo	MI	49009	38239820	269-383-3666
845	PLYMOUTH TRADING POST INC.	David Cook	Store Main Location	1009 W. Ann Arbor Road	Plymouth	MI	48170	A 38-1743219	734-453-0022
846	SPORTSMEN'S DEN INC.	John Kennedy Jr. - John Kennedy Sr.	Store Main Location	100 Chestnut St.	Mt. Shasta	CA	96067	SR HG 97496841	530-926-2295
846	KLAMATH BOARD SPORTS		Branch Location	316 So. 6th Street	Klamath Falls	OR	97601		541-273-9527
849	JOHANSEN SPORTING GOODS	Steve Johanssen - Patrick Johanssen Jr.	Store Main Location	1116 Broad Street	Augusta	GA	30901	121-22-11337-1	706-722-0949
854	R & R TROPHY & SPORTING GOODS CO.	Jean Pollari - Joseph Pollari	Store Main Location	155 Ridge Road	North Arlington	NJ	7031	222-912-862/000	201-991-4300
858	BAXTER'S SPORT SHOP INC.	Gary Baxter - Jeffrey Baxter - Thomas Baxter	Store Main Location	250 W. Merrick Rd.	Valley Stream	NY	11580	11-2666026	516-561-1112
862	SIXSMITH'S SPORTING GOODS INC.	Edward Lloyd	Store Main Location	7554 Frankford Ave.	Philadelphia	PA	19136	51398997	215-624-6670
868	BLANCHETTE SPORTING GOODS INC.	Janet Blanchette - Pamela Blanchette - Ray Blanchette - Steve Blanchette	Store Main Location	425 Bridgeport Ave.	Shelton	CT	6484	2716371-000	202-929-6331
875	SCHULYKILL VALLEY SPORTS INC.	John Lutz - Wayne Mosley - John Scipico - Jerry Williams	Store Main Location	118 Industrial Drive	Pottstown	PA	19464	46279332	610-495-8813
875	SCHULYKILL VALLEY SPORTS		Branch Location	Trainer's Station 38 N. West End Blvd.	Quakertown	PA	18951		215-538-1171
879	GLENN'S SPORTING GOODS INC.	Jerry Adkins - Susie Agee - Jim Brumfield	Store Main Location	1040 Third Avenue	Huntington	WV	25701	5-5052E+11	304-523-7766
879	PACESETTER SPORTS	Brent Compton	Store Main Location	2831 South 3rd St.	Terre Haute	IN	47802	2267683	812-234-8343
883	ADCRAFT USA	Colin Sullivan - Dan Sullivan	Store Main Location	801 South 3rd St	Clinton	IA	52732	1-23-010836 M	563-243-1304
882	TEMPLE'S SPORTING GOODS		Branch Location	1524 6th Ave.	Moline	IL	61265		309-764-8313
882	TEMPLE'S SPORTING GOODS		Branch Location	5171 Competition Drive	Bettendorf	IA	52222		563-243-1304
883	VALLEY ATHLETIC SUPPLY	Bruce Breiner - Donna Broadt - Gary Genasevich - Rob Schneider	Store Main Location	28 West Ridge St.	Lansford	PA	18232	83964078	570-645-5275
885	EARL BOYKIN SPORTS INC.	S. Earl Boykin - Jimmy Page	Store Main Location	2801 N. Ward Blvd Ste 3K	Wilson	NC	27893	511-5-098-10669	252-291-5411
886	READ'S SPORTING GOODS INC.	Marty Potts - Peter Read - William Read	Store Main Location	812 J.A. Drive	Bloomington	IL	61701	0123-3106	309-663-0355
887	GERRRELS SPORTS CENTER INC.	Eric Knudson - Joe Kriewald - Jeff Peterson - Todd Warner	Store Main Location	1004 South Washington St.	Grand Forks	ND	58201	52150-00	701-775-0553
888	GARDENSWARTZ TEAM SALES	Matt Levy	Store Main Location	2436 Menaub Blvd. NE	Albuquerque	NM	87107	01-141372-007	505-884-1234
889	H. MICKEL SPORTS	Eric Barefoot - Kayla Knox	Store Main Location	2106 Forsythe Ave.	Monroe	LA	71201	0418020-003-400	318-388-2375
890	CLARK SPORTING GOODS	Jimmy Keefe - Cheryl Thomas	Store Main Location	3006 Bragg Boulevard	Fayetteville	NC	28303	511-1026-01637	910-323-1791
891	KIRHOFER'S SPORTS INC.	Sean Lindo - Adam Lipsomb	Store Main Location	2112 W. Galena Blvd. Suite 4	Aurora	IL	60506	1718-1038	630-897-2322
897	AL'S SPORT SHOP	Rob Treadwell	Store Main Location	9250 Mission Gorge	Santee	CA	92071	SR FH 102-336948	619-562-4263
904	STAN'S SPORT CENTER INC.	Dan DeCongello	Store Main Location	528 Washington Street	Hoboken	NJ	70301	223-433-312	201-798-4466
904	STAN'S SPORTS CENTER INC.		Shipping Address	91 Fulton Street Suite 1	Boonton	NJ	7005		973-917-4913
909	BEACON SPORTING GOODS INC.	Bob Beniers - Catherine Beniers	Store Main Location	1240 Furnace Brook Pkwy	Quincy	MA	2169	04-3096321	617-479-8537
914	BAKER'S SPORTS INC.	Josh Baker - Tiffany Baker	Store Main Location	3600 Beachwood Court	Jacksonville	FL	32224	26-8015612620-7	904-388-8126
914	BAKER'S SPORTS		Branch Location	12489 San Jose Blvd Ste. 6	Jacksonville	FL	32223		904-880-8001
918	DARROW'S SPORTING EDGE INC.	June Darrow - Leonard Darrow	Store Main Location	531 Rt. 22 East Whitehouse Mall	Whitehouse Stn.	NJ	8889	2-23319E+11	908-534-2838
919	NEATCO	Andrew Preece - Robert Preece	Store Main Location	474 Lowell St.	Peabody	MA	1960	04-3214317	978-535-5657
920	LIDDLE SPORT SHOP	John Dunn	Store Main Location	100 NE Tudor Road Ste 111	Lee's Summit	MO	64086	18506364	816-944-4111
923	VARSITY SPORTS	Heather Melvin - Ron Stremming - Jim Woods	Store Main Location	7817 Parallel	Kansas City	KS	66112	004-262592773F-01	913-334-4115
925	B & B SPORTING GOODS INC.	Anne Ascroft - Frank Ascroft	Store Main Location	1139 E. Tennessee St.	Tallahassee	FL	32308	47-8012336578-6	905-222-0682
928	CHEERS SPORTS INC.	Joe Donatella - Dennis Petrella - Joe Weinschenk	Store Main Location	20700 Loudoun County Pkwy #184	Ashburn	VA	20147	17056107	703-723-3111
936	COMPETITIVE ATHLETICS LLC	Holly Knoll - Aaron Yarrish	Store Main Location	105 NE 7th Street	Grants Pass	OR	97526		541-479-1001
940	DUPREE SPORTS EQUIPMENT CO. INC.	Chad Watkins - Ed Watkins - Jeff Watkins	Store Main Location	316 S. Washington St.	Stillwater	OK	74074	106522	405-377-0921
941	E.I. SPORTS & APPAREL	David Schaefer - Jeffrey Schaefer	Store Main Location	4226-A Vogel Road	Evansville	IN	47715	0114128758-001	812-474-1836
949	RISAN ATHLETICS INC.	Jeff Millikin - Heidi Ostlund - Kristin Pederson	Store Main Location	13649 NE 126th Place #104	Kirkland	WA	98034-8705	601-834-333	425-821-5172
951	COFFMAN'S	Jeff Coffman - John Coffman - Sharan Coffman	Store Main Location	4951 Manslick Road	Louisville	KY	40216	27759	502-361-1601
961	MCKENZIE BY SEWON	Tyler Norman	Store Main Location	1860 Laura St	Springfield	OR	97477		541-343-2263
962	MIRA'S SPORTS & MORE INC.	Sandra Morales	Store Main Location	6006 Ayers St.	Corpus Christi	TX	78415	17429821741	361-852-4541
963	COLORADO SPORTS INC.	Charles "Bob" Carlucci - Rita Carlucci	Store Main Location	5082 List Dr	Colorado Springs	CO	80919	00709854-0000	719-533-5770
963	COLORADO SPORTS INC.		Branch Location	2137 Jerry Murphy Road	Pueblo	CO	81001		719-553-5770
963	COLORADO SPORTS INC.		Branch Location	611 Main Street	Alamosa	CO	81101	00709854-0000	719-589-6449
967	GAMES PEOPLE PLAY	Paul Cochlin	Store Main Location	9348 Highway 16	Onalaska	WI	54650	456-0000310017-03	608-783-7715
967	GAMES PEOPLE PLAY		Branch Location	537-539 Main St.	La Crosse	WI	54601		608-785-4635
971	ATHLETES CORNER INC.	Kirk Jabusch - Margaret Jabusch - Rhonda Jabusch	Store Main Location	8014 NE 13th Ave	Vancouver	WA	98665	600330290	360-573-0298
971	ATHLETES CORNER INC. - CENTRALIA		Branch Location	1710 South Gold	Centralia	WA	98531		360-736-1782



Store#	StoreName	Contact Person(s)	LocationDescription	City	State	PostalCode	TE	Phone	Phone2
971	ATHLETES CORNER INC. - FISHERS LANDING		Branch Location	516 Chkalov Drive	Vancouver	WA	98665	360-256-9662	
	ATHLETES CORNER INC. - LONGVIEW		Branch Location	760 Ocean Beach Hwy	Longview	WA	98632	360-423-4655	
972	DANNICO INC.	Dan Bennett - Nancy Bennett - Nathan Bennett	Store Main Location	317 N 13th Street	Centerville	IA	52544	1-04-006169M	641-437-1415
974	PLAY IT AGAIN SPORTS	Jeff Newlin - Jeff Salyers	Store Main Location	1300 E. Battlefield	Springfield	MO	65804	15417115	417-883-7444
975	SPORTSMEN'S OF LITCHFIELD	Jay Cherosnick	Store Main Location	725 Bantam Road	Bantam	CT	6750	6837181-000	860-567-3167
976	EGELSTON-MAYNARD SPORTING GOODS COMPANY INC.	Connie Wiegand - Vance Wiegand	Store Main Location	525 Madison Ave	Covington	KY	41011	67655	859-881-6648
979	EICH'S SPORTS INC.	Charles Eich - Elizabeth Eich - Tracy Eich-Mueller	Store Main Location	24316 W 143rd Street	Plainfield	IL	60544	3189-9358	815-436-3771
979	EICH'S SPORTS		Branch Location	216 Main St.	Lemont	IL	60439		630-257-5836
979	EICH'S SPORTS		Branch Location	293 S. Broadway	Coal City	IL	60416		815-634-9269
985	KOCH SPORTING GOODS	Eric Koch - Greg Koch - Kristopher Koch	Store Main Location	131 W 4th Street	Cincinnati	OH	45202	31-1524631	513-621-2352
989	BASES LOADED SPORTING GOODS INC.	Dan Wells - Shawna Wells	Store Main Location	11455 Folsom Blvd	Rancho Cordova	CA	95742	5RYKH 100-615032	916-983-0633
990	BUMBLEBEE TEAM SPORTS	Lisah Barbour - Nick Eberly	Store Main Location	125 MacArthur Court	Nicholasville	KY	40356	298602	859-881-8326
992	LOCKER ROOM	Jim Garland - Sue Garland	Store Main Location	123 E. St. Paul Street	Spring Valley	IL	61362	3389-5449	815-663-1108
995	SPORTS PLUS INC.	Paul Norris - Bill Oehm	Store Main Location	4429 Brookfield Corp Dr Suite 100	Chantilly	VA	20151	000486247-3	703-222-8255
995	GAMERS SPORTS		Branch Location	10038 Southpoint Parkway	Fredericksburg	VA	22407		540-898-4690
996	LEE'S SPORTS	Michael Borowiak - Cheryl Krueger - Jeremy Stein	Store Main Location	206 E. St. Louis Street	Nashville	IL	62263	0464-9710	618-327-8866
1003	PASADENA SPORTING GOODS	Chris Crow - Dayna Wilson	Store Main Location	115 E. Pasadena Freeway	Pasadena	TX	77506	32045657668	713-477-7151
1005	CASCADE ATHLETIC SUPPLY CO.	Jim Gregg	Store Main Location	2930 Biddle Road	Medford	OR	97504		541-772-7594
1006	PERFORMANCE TEAM SPORTS LLC	Alex Quevedo	Store Main Location	7270 NW 58th Street	Miami	FL	33166	23-8016870189-5	305-621-2424
1010	LOCKER ROOM SPORTSWEAR INC.	Scott Boyd - Steve Cross - David Jones	Store Main Location	1565 W. Main St. Suite 420	Lewisville	TX	75067	32-039333334	972-436-2420
1011	CLEATS INC.	Curt Cress - Rich Perry	Store Main Location	5115 W Bell Rd Ste C	Glendale	AZ	85308	07-664951	623-537-3374
1013	MATHEWS TEAM SPORTS LLC	Natalie Mathews - Tate Mathews	Store Main Location	305 Seaboard Lane Suite 314	Franklin	TN	37067	106071583	615-224-3247
1014	AMERICA TEAM SPORTS LLC	Adam Iwanow	Store Main Location	1909 N Glenville Dr. Suite 200	Richardson	TX	75081	32044282872	972-231-8326
1018	ROCKWALL SPORTS CENTER	Kim Hooks	Store Main Location	579 East I-30	Rockwall	TX	75087	32032054283	972-772-3054
1023	TEAM SPORTS INC	Nick Eberly	Store Main Location	6128 Merger Drive Suite E	Holland	OH	43528	48-160455	419-865-8326
1023	TEAM SPORTS INC.		Branch Location	2150 Franklin Road Suite A	Bloomfield	MI	48302		248-418-6230
1023	TEAM SPORTS INC.		Branch Location	503 West High St.	Mt. Vernon	OH	43050		740-392-7463
1024	COLLINS SPORTS CENTER INC.	Nick Marcotte - Stephen Marcotte	Store Main Location	663 Columbus Avenue	Rochester	NH	3867		603-335-1417
1025	BADGER SPORTING GOODS CO. INC.	Jeff Howard - Linda Pechan - Paul Speth - John Viles - Jeff Wedvick	Store Main Location	2814 Bryant Road	Madison	WI	53713	456-0000041760-03/031950	608-274-1353
1026	MIDWEST SPORTING GOODS	John Lassiter - Monta Lassiter - Zac Lassiter	Store Main Location	9530 E 55th Pl	Tulsa	OK	74145	575-10041557-05	918-728-3111
1028	JOHNSON-LAMBE COMPANY INC.	Joshua Johnson	Store Main Location	412-001 Woodburn Rd.	Raleigh	NC	27605	5-11609E+11	919-832-8848
1030	T & B SPORTS INC.	Jeff Brusati - Mike Brusati	Store Main Location	1345 4th Street	San Rafael	CA	94901	5VH027682942	415-453-2433
1031	DON'S WORLD OF SPORTS INC.	Jim Doranzo - Jim Hermann Jr.	Store Main Location	10741 S. Roberts Road	Palos Hills	IL	60465	0447-4678	708-974-4144
1044	TRICON SPORTS	Drew Busa - Robert Tavilla	Store Main Location	415 Waltham Street	Lexington	MA	2421	45 245 1331	781-861-8921
1045	LAUX SPORTING GOODS	Oleksiy Chaukin - Boris Leshchinsky	Store Main Location	25 Pineview Drive	Amherst	NY	14228	16-0845556C	716-691-3367
1045	LAUX SPORTING GOODS		Branch Location	Walden Galleria Mall 1 Walden Galleria Suite J201	Cheektowaga	NY	14225		716-683-1697
1047	GAMES PEOPLE PLAY INC.	Corey Anderson - Jackie Bumgardner - Lance Pogones	Store Main Location	701 18th Ave NW	Austin	MN	55912	6284381	507-433-7593
1049	RIVERSIDE SPORTS ADBA THE FINAL TOUCH	Charles Brooks - Jason Brooks - Lana Brooks	Store Main Location	940 Kelly Road	Cumberland	MD	21502	4408651	301-722-6002
1051	UNIVERSAL ATHLETIC	Larry Aasheim - Bret Chapman - Tim Huntsinger - Greg Miller - Leon Potky	Store Main Location	912 N 7th Ave	Bozeman	MT	59715		406-587-4415
1051	UNIVERSAL ATHLETIC		Branch Location	13702 S. 200 W. Suite B-8	Draper	UT	84020	046388	801-566-3456
1051	UNIVERSAL ATHLETIC		Branch Location	2701 S. Douglas Highway Unit F2	Gillette	WY	82718	17-0-02010	307-686-6605
1051	UNIVERSAL ATHLETIC		Branch Location	24 24th Street West	Billings	MT	59101		406-656-8615
1051	UNIVERSAL ATHLETIC		Branch Location	903 13th Ave. South	Great Falls	MT	59405		406-761-2381
1051	UNIVERSAL ATHLETIC		Branch Location	1926 Brooks St.	Missoula	MT	59801		406-721-1350
1051	UNIVERSAL ATHLETIC		Branch Location	Kalispell Center Mall 284 N. Meridian Ste. 102	Kalispell	MT	59901		406-752-7400
1051	UNIVERSAL ATHLETIC		Branch Location	1401 Cedar Street	Helena	MT	59601		406-443-4448
1051	UNIVERSAL ATHLETIC		Branch Location	3544 Harrison Avenue	Butte	MT	59701		406-494-5884
1051	UNIVERSAL ATHLETIC		Branch Location	14131 N. Rio Vista Blvd Ste 1	Peoria	AZ	85381	20040206-H	623-878-1900
1051	UNIVERSAL ATHLETIC		Branch Location	1929 N. Washington Suite U	Bismarck	ND	58501	20791800	623-878-1900
1051	UNIVERSAL ATHLETIC		Branch Location	2218 Jacson Blvd Ste 11	Rapid City	SD	57702	1019-4249-ST	605-342-7300
1051	UNIVERSAL ATHLETIC		Branch Location	7127 Washington Ave South	Edina	MN	55439	2828972	952-942-8525
1051	UNIVERSAL ATHLETIC		Branch Location	2420 North Crystal Court	Grand Junction	CO	81507	27656822	970-216-0645
1051	UA OF NEVADA		Branch Location	651 Hagens Alley	Mesquite	NV	89027	103042247	970-216-0645
1051	UNIVERSAL ATHLETIC		Branch Location	3808 N. Sullivan Road Bldg N15 Suite 102	Spokane Valley	WA	99216	A35 8726 18	509-624-1005
1054	BRANDRPM LLC	David Anderson - Vivienne Anderson - Frank (Brad) Gilliam	Store Main Location	9555 Monroe Rd	Charlotte	NC	28270	600684097	888-578-9444
1057	REX TEAM SPORTS	Bobby Craig - Wyatt Craig	Store Main Location	107 North M.L. King St.	Natchez	MS	39120	001-12655-6	601-442-7911
1057	REX TEAM SPORTS		Branch Location	1716 Evelyn Gandy Pkwy	Hattiesburg	MS	39401		601-450-6160
1057	REX TEAM SPORTS		Branch Location	707 Beau Pre Drive Ste G	Ridgeland	MS	39157		601-898-2416
1057	REX TEAM SPORTS		Branch Location	Suite 2625 A West Oxford Loop	Oxford	MS	38635		662-796-6113
1060	METRO TEAM OUTFITTERS INC. ADBA ATHLETIC STYLE	David Breskin - Jean Cazzolla - David Favuzza - Vic Favuzza - Bob Trivisonno	Store Main Location	75 Nassau Terminal Road	New Hyde Park	NY	11040	510492309	516-750-7211
1063	DONNELLEY SPORTS INC.	Mike Donnelley - Pat Donnelley - Katie McNeley - Scot McNeley	Store Main Location	347 Eastland Drive South	Twin Falls	ID	83301	295036-5	208-734-4544
1063	DONNELLEY SPORTS		Branch Location	1300 Overland Avenue	Burley	ID	83318		208-677-4310
1063	DONNELLEY SPORTS		Branch Location	161 2nd Avenue North	Twin Falls	ID	83301		208-734-9944
1069	BACON & COMPANY INC.	Beth Dance - Jed Dance	Store Main Location	206 West Summit Hill Dr.	Knoxville	TN	37902-1013	101155797	865-523-9181
1085	TROPHY HOUSE OF MUSKOGON	Shan Bonjernoor - Carly Crow - Randy Crow	Store Main Location	2350 Henry Street	Muskegon	MI	49441	30-0830431	231-755-3096
1088	PRO-AM TEAM SPORTS LLC	Mary Dolan	Store Main Location	1650 US HWY 41 Suite E	Schererville	IN	46375		219-515-6900
1090	ATHLETIC SUPPLY	Ronny Flowers - Jacob Roche	Store Main Location	1107 N. Grant	Odessa	TX	79761	17510789112	432-332-1568
1090	BARCELONA SPORTING GOODS		Branch Location	1025 N Texas Blvd Suite 12C	Westco	TX	78596		713-464-8313
1090	ATHLETIC SUPPLY		Branch Location	17548 US Hwy 69 South	Alto	TX	75925		936-858-4287
1090	BARCELONA SPORTING GOODS		Branch Location	6905 K Avenue Suite 202	Plano	TX	75074		972-526-0352
1090	ATHLETIC SUPPLY		Branch Location	945 Butternut	Abilene	TX	79602		325-673-7090
1090	BARCELONA SPORTING GOODS		Branch Location	9999 W Sam Houston Pkwy N	Houston	TX	77064		936-858-4287
1095	JEFFS SPORTING GOODS INC.	Kevin Jeffs - Ryan Jeffs	Store Main Location	865 E. Las Tunas Dr.	San Gabriel	CA	91776	SRAP102500632	626-288-6141
1097	D&H SPORTS	Cindy Hendrix - Glen Hendrix	Store Main Location	1905 E. Madison Ave	Bastrop	LA	71220	9622945-001	318-281-7715
1098	PRIME SPORTS	Vince Maruca	Store Main Location	1045 Bay Blvd Suite H	Chula Vista	CA	91911	102-892234	619-423-4355
1099	GRUNDMANN'S ATHLETIC CO.	Donny Faust - Gwen Grundmann-Faust	Store Main Location	3018 Galleria Dr.	Metairie	LA	70001	0338251-001	504-833-6602
1101	ALL AMERICAN INC.	Eddie Horner - Ronnie Horner - Tom Horner	Store Main Location	3230 Summer Ave	Memphis	TN	38112	2-620792555-001-0	901-324-3783
1101	ALL AMERICAN INC.		Branch Location	580 Tillman Suite #4	Memphis	TN	38112		901-454-9247
1111	CAPITOL VARSITY SPORTS INC.	Kathy Fawley - Robert (Bob) Fawley	Store Main Location	6723 Ringwood Rd.	Oxford	OH	45056	31-1206758	513-523-4126
1111	CLARK'S SPORTING GOODS		Branch Location	15 S. B St.	Hamilton	OH	45013		513-523-4126
1113	YOURS AND MINE SPORTS LLC	Teresa Martini	Store Main Location	416 N. 9th St. Suite F	Modesto	CA	95350	27-0320504	209-527-1519
1115	GROGAN-MARCIANO SPORTING GOODS	Steve Grogan	Store Main Location	363 North Main Street	Mansfield	MA	2048		508-339-2945

Store#	StoreName	Contact Person(s)	LocationDescription	City	State	PostalCode	TE	Phone	Phone2
1117	FIELDHOUSE SPORTS	John Motes - Marsha Motes	Store Main Location	101 Bill Bradford Rd. #1	Sulphur Springs	TX	75482	903-885-7155	
1121	WAGNER'S TEAM SPORTS		Store Main Location	1825 McFarland Blvd. N. Suite B	Tuscaloosa	AL	35406	205-345-3454	
1121	WAGNER'S TEAM SPORTS WAREHOUSE		Shipping Address	406 Bridge Ave.	Northport	AL	35476	205-345-3454	
1124	SHUMA SPORTS	Doug Shumate - Jordan Shumate - Zach Shumate	Store Main Location	800 Progress Center Court Suite 250	Lawrenceville	GA	30043	308445306	770-500-6716
1126	O'HARA'S SPORTS INC.	Bill O'Hara - Patty O'Hara	Store Main Location	1844 45th Street	Munster	IN	46321	20-1965285	219-836-5554
1133	MINDEN ATHLETIC SUPPLY INC.	Karen "Ki" Williams	Store Main Location	350 Homer Rd.	Minden	LA	71055	0580027-001-400	318-377-2136
1137	DENVER ATHLETIC SUPPLY INC.	Mick Montgomery	Store Main Location	3101 So. Platte River Rd.	Englewood	CO	80110	24-07024	303-761-7773
1144	FIRST STRING SPORTS INC.	Gerald Luna - Philip Luna	Store Main Location	6616 N. Blackstone Ave.	Fresno	CA	93710	SR Y DF 97-562397	559-297-7183
1144	FIRST STRING SPORTS INC.		Branch Location	3037 Sisk Rd. #6	Modesto	CA	95350		559-297-7183
1149	A & B ATHLETICS	Anna Teeters	Store Main Location	1419 Linda Key Street	Bakersfield	CA	93314	101232525-00003	661-843-7776
1150	KRATZ SPORTING GOODS INC.	Jim Brown - Len Krebs	Store Main Location	335 Beckett St	Clarksville	IN	47129	0002113333-001	812-282-5400
1151	SCHOLASTIC SPORTS SALES LTD	Jeff Miller - Joshua Miller - Justin Miller	Store Main Location	8195 Cazenovia Road	Manlius	NY	13104	16-1027085	315-682-9444
1155	BURKE'S SPORT HAVEN INC.	Dan Burke - Patrick Burke	Store Main Location	21529 Kelly Rd	Eastpointe	MI	48021		586-776-3590
1161	KAMPUS KLOTHES INC.	Mary Gonsiewski - Tom Gonsiewski	Store Main Location	164 Railroad Drive	Ivlyland	PA	18974	09 633 087	215-357-0892
1163	CLOUD 9 SPORTS LLC	Roger DeBoer - Scott Hassman - Jim White	Store Main Location	26828 Maple Valley Hwy #189	Maple Valley	WA	98038	A15269617	480-636-7674
1164	AL'S SPORTING GOODS	Bob Hart - Stanley Hart	Store Main Location	200 N. Market St	Wilmington	DE	19801		302-655-1511
1166	JAMESTOWN CYCLE SHOP INC.	Stephen Deyo - Gary Evans - Randy Marsh	Store Main Location	10 Harrison Street	Jamestown	NY	14701	16-0495470	716-664-4112
1168	TEAM WORKS BY HOLZHAUER INC.	Kathleen Holzhauser - Roger Holzhauser	Store Main Location	2168 Washington Road	Washington	IL	61571	33868328	309-745-9924
1173	SANDBLOT SPORTS LLC	Ryan Dost - Adam McCauley	Store Main Location	2900 Universal Dr.	Saginaw	MI	48603	27-2013344	989-781-2991
1173	SANDBLOT SPORTS		Branch Location	1221 Salzburg Ave.	Bay City	MI	48706		989-391-9684
1173	SANDBLOT SPORTS		Branch Location	5605 State St.	Saginaw	MI	48603		989-791-5900
1175	POSEY'S SPORTS CENTER LLC	Matt Clark	Store Main Location	536 Keyser Ave.	Natchitoches	LA	71457	1882237-001-400	318-352-3175
1178	TRIPLE S SPORTS	John F. (Trip) Sheehy III	Store Main Location	200 Deb Ave.	Waco	TX	76712	1741739608	254-776-6550
1179	KEVIN SMITH SPORTS	Kevin Smith	Store Main Location	38 S. Main Street	St. Albans	VT	5478	450-030306067F-01	802-524-3312
1179	KEVIN SMITH SPORTS		Branch Location	1174 Willston Rd.	So. Burlington	VT	5403		802-658-0848
1181	C & M SPORTING GOODS INC.	James Campanile - Heather McCormack - Thomas McCormack	Store Main Location	Manoa Shopping Center 1305 West Chester Pike	Havertown	PA	19083	23-21744-1	610-449-5880
1181	C & M SPORTING GOODS INC.		Branch Location	840 Landsdowne Ave.	Drexel Hill	PA	19026		610-449-5880
1183	TURF SPORTING GOODS INC	Shawn Huff - Gerry Okuda	Store Main Location	3400 Procyon St. Suite 102C	Las Vegas	NV	89102	1107708	702-873-2478
1184	H & W SPORT SHOP INC.	Shaun Hord	Store Main Location	120 East Main St.	Campbellsville	KY	42718	1774	270-465-7771
1184	DUKE'S ETOWN SPORTING GOODS		Branch Location	2628 Ring Road Suite 103	Elizabethtown	KY	42701		270-765-6247
1185	SPORTS LINE	Merle Costales - Stanley Costales Jr.	Store Main Location	417 Kalanika St.	Hilo	HI	96720	GE 081-755-5456-01	808-969-3633
1187	HOLYOKE SPORTING GOODS CO.	Betsy Frey	Store Main Location	1584 Dwight St.	Holyoke	MA	1040	04-3267886	413-532-6372
1191	SPORTS DEN	Gary Sewell	Store Main Location	3300 South Hwy 27	Somerset	KY	42501	30922	606-678-4484
1192	SAV-ON SPORTING GOODS	Jason Nakaishi - Jeff Nakaishi - Justin Nakaishi	Store Main Location	2736 S. 1900 W.	Ogden	UT	84401	122535898-002-5TC	801-627-8151
1194	SPORTS WORLD	Randle Moore	Store Main Location	8809 Jewella Ave.	Shreveport	LA	71108	0067900-001	318-686-1880
1196	INNOVATIVE GRAPHICS INC.	Brian Guilmont	Store Main Location	3306 Gorham Ave	St. Louis Park	MN	55426	1177569	952-926-2441
1203	CHIPPEWA VALLEY SPORTING GOODS INC.	Greg Hanson - Randy Nicolet	Store Main Location	1315 S. Hastings Way	Eau Claire	WI	54701	456-0000233356-03	715-836-6840
1209	HAUFF MIDAMERICA SPORTS INC.	Curt Hauff - Jerry Hauff - Steve Hauff	Store Main Location	3410 S. Kiwanis Ave	Sioux Falls	SD	57105	1014-4870-ST	605-332-2131
1209	HAUFF SPORTS		Branch Location	4449 S. 102nd Street	Omaha	NE	68127		402-341-7011
1209	DAKOTA SPORTS		Branch Location	700 Jackson Blvd	Rapid City	SD	57702		605-342-7288
1209	DWIGHT HAUFF SPORTS		Branch Location	714 Pierce Street	Sioux City	IA	51101		712-258-1877
1213	LIMA SPORTING GOODS INC.	Dan Kirian - Dave Kirian	Store Main Location	1404 Allentown Rd.	Lima	OH	45805		419-222-1036
1215	IOWA SPORTS SUPPLY	D Jay Ellis - Lisa Ellis	Store Main Location	3121 Capital Way	Cedar Falls	IA	50613	1-07-042803	319-268-0125
1216	STATELINE SPORTS LLC	Jon Damren	Store Main Location	22 Bridge Street	West Lebanon	NH	3784		603-298-8090
1218	CAREY'S SPORTING GOODS	Kim Carey - Daniel (Dan) Carey Jr	Store Main Location	2905 S. Cherry Lane GOODS LTD	Fort Worth	TX	76116	17516162447	817-735-4794
1219	SPORTS WORLD	Scott Yeomans - Todd Yeomans	Store Main Location	113 W. Blackhawk Ave.	Prairie du Chien	WI	53821	456-0000374254-03	608-326-5118
1219	DYSPORT		Branch Location	1945 Vena Ct.	Prairie du Chien	WI	53821		608-326-5118
1219	SPORTS WORLD		Branch Location	212 W. Water St.	Decorah	IA	52101	196007175	563-277-1894
1220	SOUTHWEST SPORTING GOODS CO. INC.	Reggie Speights - Dennis Tuggle	Store Main Location	115 South 6th Street	Arkadelphia	AR	71923	234961-10-001	870-246-2311
1223	CARDINALS SPORT CENTER	Brad Wyatt	Store Main Location	6524 Slide Rd.	Lubbock	TX	79424	3206720922	806-765-6645
1226	MITCHELL TEES & SIGNS INC.	Kevin Bedard - Ron Henderson	Store Main Location	41 Gloriosa Dr.	Pittsford	VT	5763	450-111033256-01	802-483-6866
1227	SPORTS PARADISE	Craig Treiber - Frederick Treiber - Jarred Treiber - Scott Treiber	Store Main Location	2912 RT 130 N	Delran	NJ	8075	222-062-091/000	609-877-1826
1227	SPORTS PARADISE		Branch Location	99 Hartford Road	Medford	NJ	8055		609-953-9464
1229	ATHLETIC SHOP INC. (THE)	Nathan Brooks - Trevor Reeves - Nathan Templeton	Store Main Location	1211 Latta Street	Chattanooga	TN	37406	105001598	423-875-4905
1230	SPORTS LOCKER	Garrett Crane - Walter Crane	Store Main Location	1000 S. Main St.	Grove	OK	74344	21298017	918-786-9100
1230	SPORTS LOCKER		Branch Location	1206 S Neosho Blvd.	Neosho	MO	64850		417-451-9300
1231	ADLER TEAM SPORTS	John Domo - Richard Domo	Store Main Location	23780 Lakeland Blvd	Euclid	OH	44132	18-474390	216-289-2254
1231	TEAM SPORTS CONNECTION		Branch Location	7099 Huntley Rd	Columbus	OH	43229		216-289-2254
1235	OLYMPIAN SPORTS	Marvel Hood	Store Main Location	101 Idylwyld Dr. N.	Saskatoon	SK	S7L 0V6		306-934-6771
1235	OLYMPIAN SPORTS - UNIVERSITY HEIGHTS		Branch Location	146-1844 McOrmond Dr.	Saskatoon	SK	S7S 0A6		306-934-6771
1235	OLYMPIAN SPORTS PRO SHOP		Branch Location	2010 College Dr.	Saskatoon	SK	S7N 2W4		306-934-6771
1236	LEGENDS ATHLETIC SUPPLY INC.	Karen White - Lawrence White	Store Main Location	1032 Shady Oaks #100	Denton	TX	76205	32040128087	214-444-8679
1237	SPORT & CYCLE INC.	Todd Dunaway	Store Main Location	475 Fortuna Blvd.	Fortuna	CA	95540	5Y JHB 27-825386	707-725-9405
1241	SPORTS SPECIALTY INC.	Beth Lavender - Jerry Lavender	Store Main Location	1505 Hwy 45 North	Columbus	MS	39705	044-20998-9	662-327-9367
1246	DEPORTES SALVADOR COLOM INC.	Monica Colom - Salvador A. Colom - Salvador E. Colom	Store Main Location	530 Calle A Ste 3	San Juan	PR	920	423910	787-781-0765
1249	GARRETSON'S SPORT CENTER	Paul Garretson - Todd Garretson	Store Main Location	3817 West 10th Street	Greeley	CO	80634	14-24821	970-353-8068
1249	GARRETSON'S SPORT CENTER		Branch Location	119 N. 3rd St.	Sterling	CO	80751		970-522-8545
1250	SCOTT'S SPORTING GOODS	Brenda Chisholm - Scott Chisholm	Store Main Location	1407 20th St.	Vero Beach	FL	32960	41-8013485761-8	772-778-0661
1250	SCOTT'S SPORTING GOODS		Branch Location	1728 C Agora Circle SE	Palm Bay	FL	32909		321-508-4357
1251	TEAM SPORTS & PERFORMANCE APPAREL	Brandon Archie - Lauren Archie	Store Main Location	5211 Forest Ln. #127	Dallas	TX	75244	3-20389-3100-5	214-378-5191
1252	THE TEE OUTFITTERS	Chris Markey	Store Main Location	10 Church Road	Emigsville	PA	17318	83987740	717-718-5532
1255	ATHLETE (THE)	Janelle CasaSanta - Joeshp CasaSanta	Store Main Location	2424 Teal Road	Lafayette	IN	47905	116718250	865-474-6478
1256	KIDDLES INC.	Aric Shilka - Jay Shilka - Lee Shilka	Store Main Location	258 Market Square	Lake Forest	IL	60045	0111-8617	847-234-0025
1258	S & M SPORT SHOP	Mike Grayson - Shelley Grayson	Store Main Location	707 S. Lafayette St Suite C	Shelby	NC	28150	2E+11	704-484-0228
1261	GRAPHIC EDGE (THE)	John Steichen - Pat Venteicher	Store Main Location	743 Hwy 30 E	Carrol	IA	51401		712-792-7777
1261	GRAPHIC EDGE (THE)		Branch Location	155 Seward Rd	Rutland	VT	5701		800-747-9744
1261	GRAPHIC EDGE (THE)		Branch Location	5785 W. Sahara Ave.	Las Vegas	NV	89146		702-871-4910
1263	COOK'S INC.	Beverly Cook - Mark Cook	Store Main Location	1402 Willow Lane	North Wilkesboro	NC	28658	56-0599554	336-667-4121
1278	RUN AROUND INC (THE)	Henry DeVincent - Richard DeVincent	Store Main Location	1847 Fairview Ave	Willow Grove	PA	19090	46482231	215-353-8094
1278	RUN AROUND INC (THE)		Branch Location	1351 Easton Road	Roslyn	PA	19001		215-886-6937
1287	LIFESTYLES SPORTS	Mike Kruter	Store Main Location	1901 Wantagh Ave	Wantagh	NY	11793	11-2312447	516-781-8070
1291	GABLE SPORTING GOODS	Kirk Gable - Bobby Smith	Store Main Location	6250 Fairburn Road	Douglasville	GA	30134	58-1387090	770-942-5397

Store#	StoreName	Contact Person(s)	LocationDescription		City	State	PostalCode	TE	Phone	Phone2
1305	TEAM SPORTS INC	Jamey Huckeba	Store Main Location	642b Shurling Drive	Macon	GA	31211	11237737	478-741-9677	
1311	DAUBY'S SPORTS CENTER	Jessica Gorsett - Mike Gorsett	Store Main Location	2720 West 41st Street	Sioux Falls	SD	57105	1033-2851-ST	605-332-8041	
1312	GEAR FLOW	Kent McKeaigg	Store Main Location	11431 Plano Road	Dallas	TX	75243	32072417721	774-327-3569	
1320	LEAGUE OUTFITTERS LLC	Chad Bollweg	Store Main Location	8220 Stayton Drive	Jessup	MD	20794	15038557	301-575-9410	
1321	SPORTS HUDDLE	Kim Airola - Mike Airola	Store Main Location	922 E 9th St.	Lockport	IL	60441	2826-2557	815-838-8522	
1324	M&M APPAREL	Brian Pendergraft - Tod Weingand	Store Main Location	1806 Welsh Ave.	College Station	TX	77840	32038566710	979-693-7773	
1325	FITNESS FIRST SPORTS INC.	Harold Buell	Store Main Location	141 W Water St. #A-100	Kerrville	TX	78028	74-1995979	830-896-0114	
1327	SPORT'S TIME INC.	Evan BAUMgarten	Store Main Location	40 Oak St.	Norwood	NJ	7648		201-768-1101	
1329	MORDECAI SPORTING GOODS INC.	Danny Mordecai - Danita Ross	Store Main Location	809 Main Street Ste 101	Gardendale	AL	35071	R009448866	205-631-4172	
1330	DUGOUT SPORTS LLC	Lisa Dutton - Tim Dutton	Store Main Location	26302 Interstate 45 N	Spring	TX	77386	18416543975	281-367-4076	
1332	TPS SPORTS	Karen Carpenter - Peter Ciccone - Ken Hall	Store Main Location	8251 Lemont Road	Darien	IL	60561	3536-4246	630-541-9527	
1338	BLYTHE'S TEAM SPORTS	Michael Blythe	Store Main Location	2810 Calumet	Valparaiso	IN	46383	121872114	219-462-4412	
1341	CALIFORNIA SPORT DESIGN LLC	Brian Kenyon - Steven Malik	Store Main Location	2878 S. Bascom Ave.	San Jose	CA	95124	SRGH26-821306	408-559-1888	

- ◆ Define your standard terms of payment.  
Net 30
- ◆ Who is your competition in the marketplace?  
BSN Sports

◆ What differentiates your company from competitors?

Sports, Inc.'s diverse membership gives dealers access to buying opportunities on par with national chains, giving your local dealer of choice the ability to prosper and serve you well into the future. Recognizing the constant need for growth and efficiency, Sports, Inc.'s commitment to your future is to:

- Continue the growth trajectory that has made SI the largest group of team dealers in the country, allowing your dealer to offer you the most competitive pricing.
- Further strengthen partnerships with the best team sports brands in the industry so your dealer can continue to match the local service they provide with the brands you want.
- Continue investing in technology and efficiencies in the business process so your dealer can spend more time taking care of your needs and less time dealing with logistical issues.

Sports, Inc. is the important link in the Dealer-Manufacturer-Customer partnership that allows the team customer to have confidence in national pricing with local service.

With over 200 Team Dealers operating more than 350 sales offices across the country, Sports, Inc. represents the largest Team Dealer network in the sporting goods industry. Each year, Sports, Inc. dealers combine for over \$1 billion in Team and Retail sales. Being connected to a large national organization gives your local dealer pricing and support from hundreds of sporting goods manufacturers.

You will receive local personalized service to go with the national pricing your SI dealer can offer. Sports, Inc. Team Dealers employ about 1,000 outside sales reps and over 4,000 inside support staff nationwide. Your dealer can offer better pricing because of the scale of the national organization, while your sales rep can focus on taking care of your needs.

Sports, Inc. members purchase goods through a central billing system that handles 1.5+ million transactions annually. That billing system makes the dealer more efficient so the focus can be serving you. Sports, Inc. is the important link in the Dealer-Manufacturer-Customer partnership that allows the team customer to have confidence in national pricing with local service.

- ◆ Describe how your company will market this contract if awarded.

Sports, Inc. will market this partnership directly to our members/dealers through our website and regular email communications. From there our members will use their sales professionals to market to their customers. All members of Sports, Inc. are privately owned businesses and responsible for their own sales and marketing initiatives.

- ◆ Describe how you intend to introduce NCPA to your company.

Sports, Inc. will introduce team dealers to NCPA through established internal communication channels. NCPA will then be able to communicate directly with team dealers to educate them on NCPA policies, procedures, and opportunities. NCPA may be invited to exhibit at Sports, Inc. trade shows to interact with team dealers face to face.

- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Sports, Inc. is comprised of 200+ privately owned Team Dealers who own and operate their businesses independently. Each member has varying levels of on-line catalog / ordering website capabilities. Any capabilities and functionality will be communicated by our dealers directly with NCPA members.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Sports, Inc. is comprised of 200+ privately owned Team Dealers who own and operate their businesses independently. Each member operates its own customer service department. Hours and staffing vary by location. Any capabilities and functionality will be communicated by our dealers directly with NCPA members.

◆ Green Initiatives (if applicable)

- As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Anti-Discrimination Policy (if applicable)

- Describe your organizations' anti-discrimination policy.

**NONDISCRIMINATION/ANTI-HARASSMENT POLICY AND COMPLAINT PROCEDURE**

Sports, Inc. expects employees to develop and maintain business-like relationships free of bias, prejudice, and harassment. In keeping with this commitment, we will not tolerate unlawful harassment or discrimination of employees by anyone, including any supervisor, manager, co-worker, vendor, client, contractor, customer, or other regular Sports, Inc. visitor. Employees have a responsibility to treat others with dignity and respect at all times. Any employee found to have willfully exhibited inappropriate conduct or behavior against others may be subject to disciplinary action up to and including discharge.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ Warranty
  - Proposal should address the following warranty information:
    - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
    - Availability of replacement parts
    - Life expectancy of equipment under normal use
    - Detailed information as to proposed return policy on all equipment
  - Products
    - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
  - Construction
    - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ The following is a list of suggested (but not limited to) Athletic Equipment, Team, Cheer and Band Uniforms. Helmet Reconditioning/Recertification categories. List all categories along with manufacturer that you are responding with:

- Team Uniforms
  - Athletic Team Uniforms
  - Cheer Uniforms
  - Band Uniforms
  - Including All Related Items
- Athletic Equipment/Supplies
  - Football
  - Baseball
  - Softball
  - Basketball
  - Volleyball
  - Lacrosse
  - Track & Field
  - Cross Country
  - Field Hockey
  - Wrestling
  - Boxing
  - Drill/Dance Team
  - ROTC

- Gymnastics
- Cheerleading
- Aquatics
- Physical ED Games
- Fitness Equipment & Assessment
- Sportswear
- Award Trophies & Cases
- Accessories
- Including All Related Items



## Tab 7 – Pricing

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- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.
  
- ◆ Price lists must contain the following:
  - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
  - Description
  - Vendor's List Price
  - Percent Discount to NCPA participating entities
  
- ◆ Not To Exceed Pricing
  - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
  - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
  - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Sports, Inc. is member-owned, and Sports, Inc. members are privately owned local businesses that support local organizations, employ community members, and contribute to the local tax base which supports many sports team customers.

The local service and support customers receive from Sports, Inc. dealers is backed by national pricing from over 200 of the industry's most important team sports brands. Team customers, from youth leagues to colleges, can buy with confidence from Sports, Inc. dealers and know they will receive the best national pricing on top of superior local customer service, all while keeping their dollars in the community.

Value added services include:

Online Company / Team Stores - Sports, Inc. Team Dealers have the ability to produce customized company or team stores for their customers. These stores are specific to each company or team and used to sell athletic equipment and apparel customized for each customer.

Facility Branding - Sports, Inc. Team Dealers can create custom branding for your school or business to promote your company message or enhance school spirit. Facility branding can include banners, flags, wall and window graphics, decals wind screens, and more. These customizations can be used to enhance school lobbies, storefronts, locker rooms, stadiums, gymnasiums, and facilities.

Fundraising - Utilize a Sports, Inc. Team Dealer to help with your next fundraising effort. Raise money by selling products to faculty, staff, boosters, fans, and parents through online team stores.

Custom Decoration - Each Team Dealer is capable of offering customization through varying levels of decoration services. This includes custom uniforms, equipment, spirit wear, and promotional products. Let a Sports, Inc. dealer help you promote your school or business with your custom logo or images.

Awards and Recognition: Sports, Inc. Team Dealers can help you recognize staff and students with customized awards, plaques, displays and apparel.

## Tab 9 – Required Documents

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- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

### **APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:
  - No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

### **CERTIFICATION OF ACCESS TO RECORDS**

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts,

and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.


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**Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.**

Offeror: Sports, Inc.

Address: 333 2nd Ave. North

City, State, Zip: Lewistown, MT 59457

Authorized Signature: 


Date: 3-23-2022



## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	Sports, Inc.
Print Name	Max Pearson
Address	333 2nd Ave. North
City, State, Zip	Lewistown, MT 59457
Authorized signature	
Date	3-23-2022

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

3-23-2022

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Sports, Inc.
Address	333 2nd Avenue North
City/State/Zip	Lewistown, MT 59457
Telephone No.	406-538-3496
Fax No.	800-227-7207
Email address	MPEARSON@HQ.SPORTSINC.COM
Printed name	Max Pearson
Position with company	Team Sports Program Manager
Authorized signature	

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present

and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may

result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

#### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

#### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

#### **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any

obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

#### **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

### **State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>