

CONTRACT DOCUMENTS

**CITY OF LINCOLN
NEBRASKA**

**ANNUAL SUPPLY
FOR
SPORTING GOODS,
TOYS & CHILDREN'S VEHICLES
QUOTE NO. 5007**

**BSN Sports/Collegiate Pacific
PO Box 7726
Dallas, TX 75209
(800) 527-7510**

**CITY OF LINCOLN
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **BSN Sports/Collegiate Pacific, PO Box 7726, Dallas, TX 75209**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, hereinafter called "City".

WHEREAS, the City has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Supply for Sporting Goods, Toys & Children's Vehicles, Quote No. 5007

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the City, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the City, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the City has agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the City's award of this Contract to the Contractor, such award being based on the acceptance by the City of the Contractor's Proposal, or part thereof, as follows:

Agreement to full proposal, plus 10% off current catalog or online list price. See Attachment A for exceptions.

2. The City agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the City:

The City will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The City shall order on an as needed basis for the duration of the contract. The estimated cost of products or services for City departments shall not exceed \$8,500.00 during the contract term without approval.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. 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 compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The City may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the City will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Period of Performance. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a one (1) year term with the option to renew for three (3) additional one (1) year terms.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Contract Terms
 2. Accepted Proposal/Supplier Response
 3. Attachment A
 4. Special Provisions
 5. Instructions to Bidders
 6. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the City hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the City do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Teresa J. Meier



CITY OF LINCOLN, NEBRASKA

Parks & Recreation Director

Asm Johnson

Approved by:

12719

Approved by Directorial Order

dated

March 19, 2015

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

Asst Secretary

Chris Stromfeld

(SEAL)

Name of Corporation

BSN SPORTS

PO BOX 7726

DALLAS, TX 75209-0726

(Address)

By:

Duly Authorized Official

[Signature]

Legal Title of Official

ASST. SECRETARY

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing	Address
Email	rhinze@lincoln.ne.gov		440 S. 8th St.	
Phone	1 (402) 441-8313		Lincoln, NE 68508	
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer	Contact
Bid Number	5007	Department		Department
Title	Annual Supply for Sporting Goods, Toys & Children's Vehicles	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	Quote	Telephone	1 (402) 441-8313	Telephone
Issue Date	12/18/2014	Fax	1 (402) 441-6513	Fax
Close Date	12/30/2014 2:00:00 PM CT	Email	rhinze@lincoln.ne.gov	Email
Need by Date				

Supplier Information

Company BSN Sports/Collegiate Pacific
Address PO Box 7726

Dallas, TX 75209

Contact

Department

Building

Floor/Room

Telephone 1 (800) 527-7510

Fax 1 (800) 365-7653

Email

Submitted 12/26/2014 2:53:18 PM CT

Total \$3,544.12

Signature Craig A. Mostaffa

Email cmostaffa@bsnsports.com

Supplier Notes

F.O.B. DESTINATION / NET 30 DAY / 2 - 30 DAYS ARO / \$50.00 MINIMUM ORDER TO 1 LOCATION ON 1 PURCHASE ORDER / PLEASE REFERENCE OUR BID LOG ID 14-48196

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
4	Special Provision Term Contract Provisions	I acknowledge reading and understanding the Special Provision Term Contract Provisions.	Yes
5	Term Clause of Contract	I acknowledge that the term of the contract is for a one (1) year term with the option for three (3) additional one (1) year renewals from the date of the executed contract. (a) Are your bid prices firm for the first one (1) year contract period. YES or NO (b) Are your bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	YES
6	Release of New Yearly Catalog	What month do you release your new catalog?	12/31/2015
7	Orders	I acknowledge orders will be placed on an as needed basis throughout the year. Orders shall be invoiced directly to the department. No purchase order will be sent. Payment will be made off the invoice.	Y
8	Catalog/Internet Discount	List your catalog/online list price discount to be given during the term of the contract. _____	10% OFF CURRENT PRICE WITH EXCEPTIONS SEE ATTACHED
9	Catalogs	I acknowledge that I have sent two catalogs to: City of Lincoln, Purchasing, Attn: Shelly Hinze, 440 S. 8th, Ste. 200 Lincoln, NE 68508	Y
10	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	2 - 30 DAYS ARO
11	Items	I acknowledge that the items listed in the bid are items planned to be purchased within the first year. Other items may be purchased from your catalog on an as needed basis for 2015. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Y
12	Contact	Name of person submitting this bid:	Craig A. Mostaffa
13	Electronic Signature	Please check here for your electronic signature.	Yes

Line Items

#	Qty	UOM	Description	Response
1	48	EA	Intermediate size recreational top grade rubber basketball butyl bladder, official size	\$3.88

Manufacturer: Tachikara or Equivalent Manufacturer #: SGB6RC

Item Notes:

Supplier Notes: ALT BSN PP 98 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CB8

Alt 1	48	EA	Alt Spec: Intermediate size recreational top grade rubber basketball butyl bladder	3.88
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Alt Manufacturer: VOIT Alt Manufacturer #: VCB8HXXX

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CB8

2	24	EA	Junior size recreational top grade rubber basketball with butyl bladder, official size	\$3.66
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Manufacturer: Tachikara or Equivalent Manufacturer #: SGB5R

Item Notes:

Supplier Notes: ALT BSN PP 98 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CB6

Alt 1	24	EA	Alt Spec: Junior size recreational top grade rubber basketball with butyl bladder	3.66
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Alt Manufacturer: VOIT Alt Manufacturer #: VCB6HXXX

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CB6

3 66 EA 8 1/2" nylon wound utility ball \$4.16

Manufacturer: Voit or Equivalent Manufacturer #: VCG8HXXX

Item Notes:

Supplier Notes: BSN PP 364 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CG8

4 8 EA TDS Football - Pee Wee size \$23.53

Manufacturer: Wilson or Equivalent

Item Notes:

Supplier Notes: BSN PP 116 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	WILSON
2	Model	List your model number of the product you are bidding.	TD COMPOSITE SERIES PEE WEE SIZE 1239485

5 8 EA TDS Football - Junior size \$23.53

Manufacturer: Wilson or Equivalent

Item Notes:

Supplier Notes: BSN PP 116 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	WILSON
2	Model	List your model number of the product you are bidding.	TD COMPOSITE SERIES JUNIOR SIZE 1239478

6 6 EA Futsal Ball \$30.43

Manufacturer: Brine Evolution or Equivalent Manufacturer #: SBEVOF4RLOSZ

Item Notes:

Supplier Notes: ALT BSN PP189 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	Select
2	Model	List your model number of the product you are bidding.	FUTSAL MASTER 1342086

Alt 1 6 EA Alt Spec: 30.43
Futsal Ball

Futsal Ball

Alt Manufacturer: SELECT Alt Manufacturer #: FUTSAL MASTER

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	SELECT
2	Model	List your model number of the product you are bidding.	FUTSAL MASTER 1342086

7 8 EA Volleyball official size \$21.88

Item Notes:

Supplier Notes: BSN PP 223 Or view @ www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	MARK 1
2	Model	List your model number of the product you are bidding.	1235593

8 4 EA Volleyball trainer size \$6.88

Item Notes:

Supplier Notes: BSN PP 222 OR VIEW @ www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	VVBBUDBT

9 12 EA Official size basketball \$10.74

Item Notes:

Supplier Notes: BSN PP 97 OR VIEW @ www.bsnsports.com / synthetic leather cover

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	MACGREGOR
2	Model	List your model number of the product you are bidding.	X6000/ MCX6000X

10 12 EA Size 7 basketball \$3.94

Item Notes:

Supplier Notes: BSN PP 98 OR VIEW @ www.bsnsports.com / official size rubber

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CB2 / VCB2HXXX

11 12 EA Official size soccer ball \$3.28

Item Notes:

Supplier Notes: BSN PP 189 / OFFICIAL SIZE 5 RUBBER SOCCER BALL OR VIEW @ www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CS33 / VCS33XXX

12 6 EA Official size rubber football \$3.66

Item Notes:

Supplier Notes: BSN PP 118 OR VIEW AT www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	VOIT
2	Model	List your model number of the product you are bidding.	CF9/ VCF9SHXX

13	15	EA	24" Hula hoops	\$1.73
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Item Notes:

Supplier Notes: BSN PP 375 Or view @ www.bsnsports.com SOLD IN DOZEN ONLY / BSN 1246087 / \$20.76 PER DOZEN

14	15	EA	29" Hula hoop	\$1.89
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Item Notes:

Supplier Notes: ALT BSN PP 375 /OR VIEW at www.bsnsports.com sold in dozen only
\$22.68 per dozen

Alt 1	15	EA	Alt Spec: 30" DIAMETER HOOP /	1.89
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Alt Manufacturer: BSN Alt Manufacturer #: 1246070

Item Notes:

Supplier Notes:

15	18	EA	34" Hula hoop	\$2.04
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Item Notes:

Supplier Notes: ALT BSN PP 375 OR VIEW AT www.bsnsports.com sold in dozen only \$24.48 per dozen

Alt 1	18	EA	Alt Spec: 36" diameter hoop	2.04
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Alt Manufacturer: BSN Alt Manufacturer #: 1274646

Item Notes:

Supplier Notes:

16	10	EA	UNO card deck	\$7.46
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Item Notes:

Supplier Notes: BSN PP 330 OR VIEW AT www.bsnsports.com / 4036xxxx

17	12	Tubes of 6	Badminton shuttlecock birdies	\$1.34
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Item Notes: Total of 72

Supplier Notes: BSN PP 182 TUBE OF 6 WHITE PLASTIC FEATHER SHUTTLECOCK / MSBIRDPL

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	MACGREGOR
2	Model	List your model number of the product you are bidding.	MSBIRDPL

18 60 EA Foam balls, uncoated, 6" \$3.44

Item Notes:

Supplier Notes: BSN PP 366 OR VIEW AT www.bsnsports.com MSFOAM6X

19 60 Set of 6 Gator skin foam balls, 8", medium bounce No Bid

Item Notes:

Supplier Notes:

20 12 EA 5" Beach ball No Bid

Item Notes:

Supplier Notes:

21 12 EA 9" Beach ball No Bid

Item Notes:

Supplier Notes:

22 12 EA 10" Beach Ball No Bid

Item Notes:

Supplier Notes:

23 16 Set of 6 Bean bags \$3.69

Item Notes:

Supplier Notes: BSN PP 375 GAMECRAFT 5" NYLON BEAN BAG SOLD IN DOZEN ONLY \$7.38 PER DOZEN

24 3 EA Washer toss game \$24.88

Item Notes:

Supplier Notes: BSN / WASHER TOSS GAME 1268874 / VIEW ITEM AT www.bsnports.com

25 3 EA Megaphone \$32.24

Item Notes:

Supplier Notes: BSN PP 310 GAMECRAFT / BSN 22 WATT 300 YARD RANGE / MSMEG22W

26 36 EA Beaded jump rope \$0.94

Item Notes:

Supplier Notes: BSN PP 371 OR VIEW @ www.bsnports.com 1040159 7 ' jump rope /us game brand

27 2 EA Multi colored 20' diameter parachute with handles and bag for storage. \$64.24

Item Notes:

Supplier Notes: BSN PP 370 OR VIEW @ www.bsnsports.com 1255874

28 2 Set of 6 Spectrum economy stop watches \$28.78

Item Notes: 12 Total

Supplier Notes: ALT BSN PP 220 OR VIEW @ www.bsnsports.com

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	MARK 1
2	Model	List your model number of the product you are bidding.	126696

Alt 1 2 Set of 6 Alt Spec: economy stop watches 28.78

Alt Manufacturer: mark 1 Alt Manufacturer #: 126696

Item Notes: 12 Total

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

29 300 EA Break away rope lanyards \$0.62

Item Notes:

Supplier Notes: BSN PP 308 OR VIEW @ www.bsnports.com / 1383898 sold in dozen only \$ 7.44 per dozen

30 300 EA Fox 40 whistles \$3.24

Manufacturer: Fox

Item Notes: NO EQUIVALENT

Supplier Notes: BSN PP 308 OR VIEW @ www.bsnports.com / MSWHIFOX BLACK ONLY

31 1 EA MyRider Easy Trike or Equivalent with a 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

32 1 EA MyRider 3 wheel V scooter or Equivalent with 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

33 1 EA MyRider 4 wheel V Scooter or Equivalent with 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

34 1 EA SilverRider Trike with 12" wheel or Equivalent with a 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

35 2 EA SilverRider Trike with 14" wheel or Equivalent with a 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

36 1 EA SilverRider Trike 10" Pedal Pusher LT or Equivalent with a 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

37 1 EA MyRider Balance Bike or Equivalent with 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

38 1 EA MyRider Bike with 2 wheels and 2 pedals or Equivalent with 5 year warranty No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

39 2 EA Radio Flyer-Pathfinder 2-1 Wagon or Equivalent No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

40 1 EA Radio-Flyer-Triple Play Wagon seats 3 or Equivalent No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Manufacturer	List your manufacturer of the product you are bidding.	
2	Model	List your model number of the product you are bidding.	

Response Total: \$3,544.12



PERCENTAGE OFF BID FOR 2015 CATALOG ORDERS

This certificate entitles City of Lincoln o:
(Name of institution)

10% off Catalog Price – Standard FOB Destination

With exceptions

\$50.00 minimum order to 1 location on 1 purchase order
*See Attached list of Exceptions

Prices Will Include Inside Delivery (but not installation)

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

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

Non-standard shipping and handling will require additional charges.

Percentage Off Bid Prices will be honored from 12/30/2014 to 12/31/2015
(not to exceed a period of 12 months without prior approval).

Regarding catalog expiration dates:

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

Your Bid Number is: 14-48196

Purchase Orders Must State: “% Off Bid” and Your Bid Number.

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

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

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

X: _____
(Authorized Purchasing Director or Buyer)

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

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

PHONE – 800.527.7510
FAX – 800.365.7653



**BSN SPORTS EXCEPTIONS TO PERCENTAGE OFF BID
SPRING 2015 CATALOG – CATALOG PRICES VALID THRU 7/31/2015**

<u>PAGE</u>	<u>ITEM</u>	<u>DISCOUNT</u>
	All ATEC & Jugs Products – Entire Catalog	As Listed
ALL	“While Supplies Last”, Price Drop Limited Time Only Specials, & Closeout Items – Entire Catalog	As Listed
20	Pro Tunnel 4 Section Frame, Surface Mount – 1274639	As Listed
25	All Poly-Cap Fence Guard & Fence Crown Protective Fence Guard	Call for Pricing
28	All Pro 30 & Pro 40 In-Ground & Surface Mount Foul Poles	Call for Pricing
34	Field Weight & Tarp Cart – 1373617	As Listed
36	All Action 35, Action Plus 35, Elite 45 & Elite Plus 45 DiamondTurf	Call for Pricing
37	DiamondTurf Halo Mat, 10' Halo Kit with wings – 1347104	Call for Pricing
39	All Diamond Pro Products – Entire Page	Call for Pricing
42	Leveling Board – 1149005	As Listed
44	Rain Bird Sprinklers – 1376457 & 1376461	As Listed
49	SoftTouch Progressive Release Base – BBBASBRE	As Listed
53	All TruePitch & Accupitch Portable Game Mounds – Entire Page	Call for Pricing
54	Pocket Radar – 1323511, Jugs Cordless Radar Gun – 1235982, & Ball Coach Radar – 1385511	As Listed
55	Deluxe Iron Mike Pitching Machine with Hopper – 1273939	Call for Pricing
56-59	All ATEC, Jugs & Triple Play Pitching Machines & Products & Accessories – Entire Pages	As Listed
77	Oakley Sunglasses – Entire Page	As Listed
87	Bow Net Soft Toss Screen & Big Mouth Screen – 1347203 & 1347197	As Listed
119	All Jugs Football Passing Machines – 1159226 & 1276848 & Passing Machine Cart – 1376901	As Listed
154	Gatorade Youth Kits – 1380619 & 1380620	As Listed
156	Power Breezer – 1384280	Call for Pricing
240	Schiek Lifting Straps – CHMGLSBX	As Listed
242	Cambered Squat Bar – PMWT129	As Listed
258	The Pro Gym Systems	Call for Pricing
307	All Kersplash Climbing Packages	Call for Pricing
318	Diamond Pro Athletic Field Marking Dust – DPR0MD	Call for Pricing
382	All Xbox Packages – Entire Page	As Listed
383	40' Traverse Wall Package – 1188097	Call for Pricing

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



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	City of Lincoln		Name	BSN Sports/Collegiate Pacific	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	PO Box 7726	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Dallas	TX	75209

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign
here

Authorized Signature

Asst. Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller; (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).



Nebraska Resale or Exempt Sale Certificate

FORM 13

for Sales Tax Exemption

• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name	City of Lincoln		Name	BSN Sports/Collegiate Pacific	
Street or Other Mailing Address	555 South 10th Street		Street or Other Mailing Address	PO Box 7726	
City	State	Zip Code	City	State	Zip Code
Lincoln	NE	68508	Dallas	TX	75209

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable? YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an attached Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here

Authorized Signature

Asst. Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

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WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate. Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/regs/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

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3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

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