

# UNION COUNTY PUBLIC SCHOOLS – CONTRACT CONTROL SHEET

Routing Order: (1) Department, (2) Finance, (3) Attorney, (4) Information Systems, (5) Risk Management, (6) BOE, (7) Superintendent

## DEPARTMENT

Party/Vendor Name: BSN Sports

Party/Vendor Contact Person: Todd Holden

Contact Phone: 704.375.4554 x 104

Party/Vendor Address to mail contract to **(be sure this is accurate or it could delay the processing of this contract):**

Address 1901 Diplomat Drive, Farmers Branch, State: TX Zip: 75234

Department: Athletic Amount: School Funds will be utilized

Purpose: Sports Apparel and Equipment at each individual school

Budget Code(s) (put comma between multiple codes): \_\_\_\_\_

TYPE OF CONTRACT: (Please Check One) ☒ New ☐ Renewal ☐ Amendment Effective Date: \_\_\_\_\_

This document has been reviewed and approved by the Department Head as to technical content.

Department Head's Signature Douglas A. Jones Date: 10/8/15

Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Division Assistant Superintendent Signature [Signature] Date: 10-6-15

## CENTRAL PURCHASING

Date Issued: \_\_\_\_\_

Type of Contract: ☒ Award Bid ☐ Sole Source ☐ Piggyback ☐ Emergency ☐ Amendment Other: \_\_\_\_\_

Attached Documentation: ☐ Bid Tabulation ☐ Certificate of Insurance ☐ Sole Source Documentation ☐ Emergency Documentation

This document has been reviewed and approved by the Central Purchasing Director.

Central Purchasing Director Signature: Brandt Fitzgerald Date: 10/2/2015

## RISK MANAGEMENT

Date Received \_\_\_\_\_

Include the following coverage: ☐ CGL ☐ Auto ☐ WC ☐ Professional ☐ Property ☐ Pollution ☐ Non-Profit ☐ Not Required

Hold Contract pending receipt of Certificate of Insurance ☐ Notes: \_\_\_\_\_

Risk Manager's Signature \_\_\_\_\_ Date: \_\_\_\_\_

N/A

## INFORMATION TECHNOLOGY DIRECTOR (IF APPLICABLE)

Date Received \_\_\_\_\_

(Applicable only for hardware/software purchase or related Information Technology services) ☐ Non-Applicable

This document has been reviewed and approved by the Information Systems Director as to technical content.

IT Director's Signature \_\_\_\_\_ Date: \_\_\_\_\_

N/A

## BUDGET AND FINANCE

Date Received \_\_\_\_\_

Yes ☒ No ☐ Sufficient funds are available in the proper category to pay for this expenditure. out of school funds

~~This contract is conditioned upon appropriation by the Union County Board of Commissioners of sufficient funds for each request for services/goods.~~

Notes: \_\_\_\_\_

Finance Director's Signature Daniel R. [Signature] Date: 10/2/15

## GENERAL COUNSEL

Date Received 10/5/15

Date department needs contract back from attorney:

This document has been reviewed as to form and approved by the Attorney and stamp affixed thereto: ☒ Yes ☐ No

Attorney's Signature: [Signature] Date: 10/6/15

## UCPS SUPERINTENDENT

Date Received 10-6-15

This document has been reviewed and approved by the UCPS Superintendent.

☐ Yes ☐ No

Superintendent's Signature [Signature] Date: 10-6-15

## BOARD OF EDUCATION

Agenda Date: 10-6-15

Date Received 10-6-15

☒ Yes ☐ No ☐ N/A Approved by Board of Education at meeting of 10-6-15

Board Of Education Chairman Signature [Signature] Date: 10-6-15



**CONTRACT FOR SERVICES**  
**5-0000077 Sports Apparel and Equipment**

This Contract is made and entered into on **October 6, 2015** between **The Union County Board of Education** ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and **BSN representing Under Armour** located at **1901 Diplomat Drive, Farmers Branch, Texas 75234** ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. **Obligations of Contractor** - The Contractor agrees to provide Sports Apparel and Equipment to all UCBOE schools on an as needed basis as particularly described in the documents attached hereto and incorporated herein by reference as **Exhibit 1: RFP 5-0000077 Sports Apparel and Equipment**.
  - Contractor shall follow Exhibit 1: apparel price, manufacturer and stock number offering exclusively. If stock numbers change, UCBOE representative must be informed immediately.
  - The Contractor shall offer spirit packs to all UCBOE schools. Students or parents shall not be required to purchase these spirit packs. Spirit pack items may vary. If stock numbers change, UCBOE representative must be informed immediately
  - Contractor shall work with UCBOE representative and school Athletic Directors to transition apparel brand refresh schedule. Most schools are on a 3 to 5 year refresh cycle. Until the full cycle of refresh is obtained, competing brands may occur.
  - Contractor shall provide for merchandise rebates on a quarterly basis.
  - Contractor will assist with setting up My Team Shops for online orders.
  - The Contractor and UCBOE agree and understand that uniforms worn during competition (on the field or on the sidelines) shall be purchased through Contractor. If other apparel not purchased by UCBOE is worn during competition (on the field or on the sidelines), UCBOE will make best efforts to ensure such apparel is unbranded. This provision specifically excludes footwear.

Individual orders will be made from time-to-time in writing by an authorized representative of the UCBOE. Such writing shall be in the form of a standard UCBOE purchase order ("Purchase Order"), such Purchase Order is to specify the specific Goods and Services desired by the UCBOE; the dates, times and locations that the Contractor shall provide the requested Goods and Services, and the compensation that the Contractor will be paid for providing the requested Goods and Services. The Contractor will be deemed to have accepted a Purchase Order and be obligated to provide the services outlined in the Purchase Order in accordance with the price and other terms of the Purchase Order, and the terms

and conditions hereof, unless within 24 hours after the Contractor's receipt of a Purchase Order, the Contractor notifies the Project Coordinator (as hereinafter defined) in writing that it does not accept the Purchase Order and will not provide the requested Goods and Services.

The term of this contract shall be for **four (4) years from October 6, 2015 to October 6, 2019 (date UCBOE approves)**. **A two (2) year extension may be granted, if the UCBOE approves.**

This contract does grant the Contractor the exclusive right to provide specified goods and or services to UCBOE. Contractor is encouraged to reach out to and meet with UCPS Booster Clubs; however, this agreement is not binding to those booster organizations.

The Contractor shall begin work immediately upon in accordance with instructions from UCBOE. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract.

The Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

A separate purchase order shall be issued for each assignment and the total amount due to the Contractor for a particular work assignment shall not exceed the amount shown in the purchase order for that assignment.

2. UCPS Project Coordinator. **Doug Jones 704.296.6344** is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.
3. Contractor Supervisor. **Todd Holden 704.375.4554 x 104** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. Substitution of Contract Supervisor must be presented to Project Coordinator with a minimum of 24 hour notice and shall include contact information of the newly selected Contractor Supervisor.

4. Terms and Methods of Payment. UCBOE will make payment after invoices are approved on a net 30 day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on the following schedule: **After receipt of PO.**
5. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as attached hereto and incorporated herein by reference.
6. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]**  
**[SIGNATURES ON NEXT PAGE]**



IN WITNESS WHEREOF, UCBOE and Contractor have executed this Contract on the day and year first written above.

**BSN Sports**

_____ Contractor Name	
<u>Todd Holden</u>	<u>10/8/15</u>
_____ Signature of Authorized Representative      Date	
<u>Todd Holden</u>	<u>Sales Manager</u>
_____ Printed Name      Title	

**22-2795073**

\_\_\_\_\_  
Contractor's Federal Identification #  
[if Contract is with Organization or Social Security Number if individual]

**THE UNION COUNTY BOARD OF EDUCATION**

<u>[Signature]</u>	<u>10-7-15</u>
Assistant Superintendent	Date

<u>[Signature]</u>	<u>10-6-15</u>
Board Chairperson (if applicable)	Date

<u>[Signature]</u>	<u>10/7/15</u>
Procurement Lead	

<u>[Signature]</u>	
Project Manager	

This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act.

School Fund  
Purchase orders are required  
[Signature] 10/2/15  
Finance Officer      Date

APPROVED AS TO FORM:

<u>[Signature]</u>	<u>10/15/15</u>
School Board Attorney	Date

REVIEWED BY:

\_\_\_\_\_  
Division of Insurance and Risk Management

Exhibit List:

Attachment A: UCBOE Standard Terms and Conditions

Exhibit 1: IFB Proposal Document /Scope of Services

## ATTACHEMENT A

### STANDARD TERMS AND CONDITIONS

1. Contract Documents. Contractor's acknowledgment of the terms hereof or Contractor's shipment or performance, constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) any attachments hereto, (iii) any applicable solicitation documentation (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and The Union County Board of Education ("UCBOE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. This Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. Material Safety Data Sheets. Material Safety Data Sheets must be provided with shipment of all chemicals.
4. Prices. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
5. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
7. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.



9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. Rejection. All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
12. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. Compliance with UCBOE Policies. During the term of this Contract, Contractor agrees to comply with all UCBOE imposed policies, rules and regulations while on UCBOE property and guarantees strict compliance by all of its employees, agents and subcontractors with such policies, rules and regulations. UCBOE will make available to Contractor copies of other applicable UCBOE policies, rules and regulations upon Contractor's request. Upon request by UCBOE, Contractor and its applicable employees and agents will execute UCBOE's standard documents reflecting the obligation to comply with applicable policies, rules and regulations. The requirements of this Section shall apply continuously during the term of this Contract and shall not be limited to normal working hours. Without limiting the generality of the foregoing, Contractor shall be responsible for its acts or omissions in connection with the safety of all persons and property where any Goods and Services or other work are being performed and during performance of such Goods and Services or work. No act, service, drawing review or construction review by UCBOE or its representatives is intended to include review of the adequacy of Contractor's safety measures in, on or near UCBOE's premises.
14. Warranties. Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
15. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by five (5) calendar day notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
16. Termination for Default.  
If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within ten (10) calendar days to the satisfaction of UCBOE.

All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be



relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.

17. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
18. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
19. Insurance. Unless such insurance requirements are waived or modified by UCBOE or UCBOE's Department of Insurance and Risk Management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by



either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

20. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
21. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
22. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE. In the event UCBOE approves the Contractor to assign, subcontract or other methods of transferring the interest of this Contract, the Contractor shall warrant all work to be performed in accordance to the contract documents by an individual or company that is qualified and properly licensed in the state of North Carolina to perform such work.
23. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
24. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
25. Contract Modifications: This contract may be amended only by written amendment duly executed by both the UCBOE and the Contractor.
26. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
27. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
28. Nondiscrimination. During the performance of this Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
29. Conflict of Interest. The Contractor represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related



to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.

30. Gratuities to UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
31. Kickbacks to Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
32. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.
33. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.
34. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
  - a. Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
  - b. Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)

The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

35. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
36. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell



personally identifiable information that is obtained from a student as a result of that person's performance under the contract.

37. Background Checks. At the request of UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
38. Jessica Lunsford Act. "Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default."
39. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism. Inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
40. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
41. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
42. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

## **EXHIBIT 1**

**IFB 5-0000077 Apparel and Equipment**



## **EXHIBIT 1**

**IFB 5-0000077 Apparel and Equipment**

## Invitation for Bid

**BID NO.** 5-0000077

**TITLE:** Sports Apparel and Equipment

**PROCUREMENT LEAD:** Brandt Fitzgerald  
UCPS Purchasing Director  
UCPS Central Purchasing Department  
brandt.fitzgerald@ucps.k12.nc.us

The purpose of this request is to obtain a sports apparel and equipment contract for Union County Public Schools that will: (1) centralize purchases (2) standardize the brand and specifications (3) standardize a uniform refresh timeframe program across all schools (4) standardize equipment purchases and (5) if available maximize a rebate program that will benefit all schools in the system.

### SCOPE

Scope is described on Exhibit 1. Any applicable plans and specifications are referenced therein.

### INSTRUCTIONS

Instructions are as follows.

- **BID SUBMITTAL**

Sealed bids, subject to the conditions made a part hereof, will be received at this office (400 N. Main Street, Monroe, NC 28112) until 10:00 a.m. on August 21, 2015 and then opened, for furnishing and delivering the commodity as described herein. Mail only one fully executed bid document, unless otherwise instructed, and only one bid per envelope. Address envelope and insert bid number as shown below. It is the responsibility of the bidder to have the bid in this office by the specified time and date of opening.

<u>DELIVERED BY US POSTAL SERVICE</u>	<u>DELIVERED BY ANY OTHER MEANS</u>
BID NO. 5-0000077	BID NO. 5-0000077
Union County Public Schools	Union County Public Schools
Attn: Brandt Fitzgerald	Attn: Brandt Fitzgerald
400 N. Main Street	400 N. Main Street
Monroe, NC 28112	Monroe, NC 28112

Refer to Bidder's Checklist for documents required for bid submittal

If you chose not to quote this project, please submit an email stating such by the quote due date to avoid being taken out of consideration for future projects.

- ✓ • **PREBID MEETING** Wednesday August 12, 2015. **Location:** 1 High School Road, Monroe, NC 28112 (Monroe High School). Suppliers must call to set up time for display of articles related to bid.

- ✓ • **COMMUNICATIONS**

During the bid process, all communication relating to this bid shall be directed to the Procurement Lead identified above. Failure to meet the requirement may consider your bid non-responsible.

All questions relating to this project shall be directed to the Procurement Lead identified above in the form of an email ([brandt.fitzgerald@ucps.k12.nc.us](mailto:brandt.fitzgerald@ucps.k12.nc.us)) no later than August 14, 2015 @ 2:00 p.m. Answers will be provided to all bidders.

- **CONTRACT FORM**

UCPS desires to promptly approve and sign a contract after a decision has been made to award. UCPS form of contract is attached hereto. Company awarded the contract is expected to promptly sign a contract – and provide evidence of applicable insurance - no later than five (5) days after UCPS has made a decision to award the contract. Any requested changes to this contract form should be provided with your response.

Your attention is directed to applicable insurance requirements and obligations to comply with all applicable laws and Union County Board of Education policies.

- **AWARD**

UCPS reserves the right to award this project in a method considered to be most advantageous. This includes the right to issue single award, multiple awards, or reject all bids. UCPS is not required to award a contract. When a bidder wants to protest a contract awarded by the Union County Public Schools resulting from this solicitation, they must submit a written request to the UCPS Purchasing and Contract Division, 201 Venus Street, Monroe NC 28112. This request must be received in the Division of Purchase and Contract within five (5) consecutive calendar days from the date of the contract award. Protest letters must contain specific reasons and any supporting documentation for the protest. Note: Contract award notices are sent only to those actually awarded contracts, and not to every person or firm responding to this solicitation.

## BIDDERS CHECKLIST

- ☐ Answered Questions and Project-Specific Information



- ☒ Executed Cost Proposal Form (Excel Spreadsheet)
- ☒ Equipment Purchase Documentation (Supplier Details)
- ☒ Supporting Documentation
  - ☒ E-Verify Affidavit
  - ☐ MWSBE Documents (if applicable)
  - ☐ Signed Addenda (if applicable)
- ☐ [Any additional documentation required]

#### **ATTACHMENTS**

- **Exhibit 1: Questions and Project-Specific Information**
  - Executed Cost Proposal Form: Attachment A
  - Specify Discounts for Equipment Purchases
- **Exhibit 2: Scope of Work**
- **Exhibit 3: Form of Contract**
- **Supporting Documentation**
  - E-Verify Affidavit
  - MWSBE Documents (if applicable)
  - Signed Addenda (if applicable)

## EXHIBIT 1

1. Does your company have a specific relationship with a sport apparel and equipment manufacturer that will be presented for this RFP? If so, please provide a basic and a modified custom level pricing scheme from their offering.

BSN will be representing Under Armour for its uniform apparel. Under Armour will be providing a 40% discount off of its retail pricing for stock uniform apparel (this is shown in Attachment A). Custom uniforms are priced accordingly as to when they are ordered. UCPS schools are expected to order by the first discount window (it is shown directly after Attachment A) for its full discount. Since there are many options for custom uniforms, pricing is based on retail before any options are added. Custom uniform pricing receives 30% off. Armourfuse (sublimated) uniforms will have a 35% discount.

Under Armour will provide each UCPS High School with \$13,500 in comp product at retail price (see UA comp sheet attached).

In addition, Under Armour will also provide each UCPS Middle school with \$1,500 in comp product at retail price.

All comp product will be charged a fee if decorated.

Uniform orders will not be subjected to shipping charges.

2. Does your sports apparel partner provide additional discounts other than the stated price from your proposal? If so, please provide specific details.

Any additional discounts are covered in the order window dates. The first deadline receives the highest and best discount, as well as earlier delivery. For example, football uniforms ordered by the first mid-January deadlines, usually arrive by May 15<sup>th</sup>.

3. Will your company guarantee the color and uniform specifications for the possible five year span? If not, please indicate the number of years for the guarantee.

This has not been an issue with Under Armour product. Under Armour and BSN stand behind the colors offered. We currently are in year 6 of the UCPS Contract and colors have yet to be an issue. We stand by the 5 year guarantee.

4. Will your company provide all associated equipment for the sports seen on Attachment A? Is there a specific discount scheme applied? If so, please specify.

Equipment is supplied for every sport in Attachment A. We have \$40 million worth of inventory ready to ship out of our Dallas warehouses. Our BSN Equipment Book is broken down by sport to help coaches easily find what they are looking for. BSN also offer its own line of PE Equipment in its US Games catalog. Cheer is offered through our Varsity Spirit catalog and all orders through cheer go through Varsity Rep Jessica Mancz. We also provide our Wilder Fitness Catalog for any schools looking to upgrade and/or add to their weight rooms. Our BSN Equipment Book features a 20% discount off catalog price for all BSN Proprietary Equipment (items marked with a black star). Any manufacturer's product in the BSN book is priced at a



10% discount. Also, our BSN apparel catalog has a check mark by every item we have booked in our warehouse.

5. Will your company provide donated apparel products for coaches for each sport at each High and Middle School? If so, please provide details. Please provide a chart with prices and suggested apparel items for an a la cart purchase of coaches' apparel.

BSN in the past has donated older equipment to schools. This is based primarily on what is left in the warehouse at the end of the school year. See attached a My Team Shop that has been used in the past where coaches can go and buy apparel and shoes as well as other items.

6. Are there specific order date deadlines? If so, please provide details.

To ensure delivery, an Order Deadline sheet is attached right after Attachment A, so Athletic Director's know when their best discount will apply.

7. Will your company provide spirit packs? If so, please give specific details. Packs should include but not limited to Dri-Fit short sleeve shirts, Dri-Fit long sleeve shirt, Hooded sweatshirt, Fleece pant, Crew neck sweatshirt, Half-zip pullover, Full zip warm up jacket with pant, Dri-Fit shorts, Mesh short, 50/50 or 100% cotton T-shirt long and short sleeve. If you provide spirit packs, will you also provide a la carte items? If so, please give details.

Yes we do supply spirit packs. They are presented through MTS (My Team Shops). MTS items are picked out by the coach and art is added to them through Team Art Locker. The coaches themselves have the power to create their own art, or let the BSN sales rep do it for them. Either way, art is approved in less than 24 hours. MTS also allows the school to set up their shop as a fundraiser. This allows schools to raise extra money and still take advantage of the rebate from BSN Sports. Through the UCPS contract, all sports are expected to offer a MTS. All items come bagged and tagged with the student's name and are shipped to the coach so they can be handed out. Each MTS is unique by the way it is set up. You can offer mandatory items, or a la cart items, whichever the coach specifies. MTS does not have to be all Under Armour product, we reserve the right to have any other brands on MTS.

8. Will your company provide a discounted athletic shoe purchase program for the individual athletes? The individual athletes will purchase these at their expense. If so, please provide details.

See above. This also falls under MTS. BSN has in its warehouse 20,000 pair of football shoes, 30,000 pair of basketball shoes, 5,000 pair of baseball shoes. We also have Under Armour coaching and training shoes stocked heavily in our warehouse.

9. Will your company provide banners to advertise your products at athletic events? If so, please specify sizes and/or dimensions and other applicable details.

Under Armour/BSN will provide (3) 4'X6' banners to be displayed at the football field, gymnasium, and the front of the school. Under Armour also will provide (2) 10'X 3' banners, one indoor and one outdoor. ✓

10. Will your company partner with the school system and provide a point or rebate system based on total sales? The points and rebates would be used by the school system to obtain products your company provides. If so, please give details.



BSN will provide a 10% rebate back in BSN proprietary product to each school based on their total spend. Rebates will be paid out twice a year. Pricing is based on catalog price per the BSN Direct catalog. Shipping will be charged on free goods

11. Will your company guarantee prices for a specific time period? If so, what is the time period?

BSN will guarantee the catalog discounts during the duration of the contract. BSN will also guarantee the Under Armour catalog discounts for the life of the contract.

12. Does our company or your partners provide funding for any scholarships to the high schools? If so, please provide details.

Although BSN does not offer scholarship opportunities, we have been a proud sponsor of the UCPS Principal's Golf Tournament the past 5 years. This tournament provides scholarship money for UCPS students. We look forward to continue providing our support for this great event.

13. Does your company or your partners provide motivational speakers to coaches or student athletes? If so, please provide details.

BSN does not provide motivational speakers, but salesman or managers are more than willing if asked. Under Armour has access to speakers, but they also charge a price for their time.

## EXHIBIT 2

### Scope of Work

The scope of work is to provide Union County Schools with a standard Sports Apparel Purchasing Program. UCPS desires to have one brand and standard specifications for all uniforms.

Purchases will be made at the individual schools and coordinated through the Athletic Directors at each school.

BSN Sports is the largest and most respected provider of sporting goods and athletic apparel to the institutional market in the United States. BSN conducts business in every zip code in the United States and has been conducting this business for 40 plus years. We are deeply rooted in North Carolina, having first opened our doors as Bocock Sports in 1921. We have 24 sales pros covering North Carolina. BSN has a physical location in Charlotte, NC, located just outside of Matthews. We have 4 sales pros dedicated to serving Union County Schools. They are Chris Reeder (10 years sales experience), Ben Holden (12 years sales experience), Anthony Rogone (18 years sales experience), and Todd Holden (22 years sales experience). Our sales team is backed up by our Customer Service Reps who monitor the orders and help fix any issues that arise. Our sales team is also backed by a Territory manager, their job is just an extension of the local sales team for support in the market. We also have an Account Services rep to assist bookkeepers and athletic directors with any questions pertaining to their accounts.

BSN Sports is your One Stop Shop for all of UCPS' equipment and apparel needs. We have \$40+ million in product ready to ship from our shelves from our 3 warehouses. Our BSN product (marked by a star icon in the BSN Equipment Catalog) receives a 20% discount when purchased by any UCPS school. Our BSN product is our very own, other dealers purchase these items from us. When orders are placed before 1:00 EST, they ship out that very day. Customer also receives tracking for the order so they don't have to make timely phone calls to see when their order will arrive. BSN also carries and stocks other brands in our warehouse (i.e. Wilson, Rawlings, Easton, etc.), these items receive a 10% discount off catalog price. We also provide PE Equipment through our US Games catalog. UCPS receives a 20% discount off catalog price here also. BSN also provides a lacrosse catalog, Wilder Fitness catalog for weight room needs and our BSN Apparel catalog that shows what apparel items are sitting in our inventory (these items are denoted by a check mark).

BSN Sports is also the industry leader in technology. We save the customer time by having access to live inventory through our Ipads. We have 24 hour turnaround on artwork through our very own Team Art Locker. The customer can actually design their own logo and send to us, it is that easy. We have online player pay through our My Team Shop site. UCPS schools have been taking advantage of this for years. You can buy anything from shoes and spirit packs to Oakley sunglasses. We can customize an MTS for any sport.

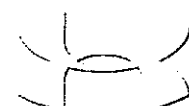


At BSN, we bring you the biggest brands with the best pricing. We book product and have on our shelves, our competitors can not say that. We have access to real time inventory in our warehouse, as well as the manufacturer's warehouses. We have a new tool, BSN Biller Direct, which allows the bookkeeper and athletic director to login to an account and view their billing statements. You can review account status at any time, securely and conveniently make payments online, access multiple accounts, and submit billing inquiries online.

In closing, BSN Sports is looking forward to partnering with UCPS again. Our experience and innovation is second to none. This contract is more than selling uniforms and equipment, it is about relationships and the pride in the community where our salesmen live. We thank you for the opportunity to bid on this contract.





**Order #:**

Attn:

**\*\*CUSTOMER IS RESPONSIBLE FOR ALL DECORATION CHARGES\*\***  
**\*\* (lettering, embroidery, silkscreening, etc) \*\***

[illegible]





## **BSN SPORTS/UNDER ARMOUR REWARDS PROGRAM FOR [UCPS]**

**BSN SPORTS** ("BSN") is pleased to offer **[UCPS]** ("Athletic Program") the **BSN SPORTS REWARDS PROGRAM** for the purchase and supply of athletic apparel and equipment for use by the school and its interscholastic programs.

**BSN SPORTS Product Pricing:** The school shall be able to purchase products at the following discounts:

-Under Armour Stock Uniforms	40% off Retail Price
-BSN Products	20% off Catalog Price
-BSN Catalog Branded products	10% off Catalog Price

All Custom Uniforms and Footwear will be priced separately. Custom apparel, decorated apparel and footwear from any other manufacturers offered by BSN SPORTS will be at team discount pricing.

Decoration charges are not included in the above discounts.

Products sold to the Cheerleading coach will not be included in Spending level totals.

BSN SPORTS Products are identified in our catalog with a black star icon next to the product code. BSN SPORTS catalog branded products are products distributed by BSN from a manufacturer such as Wilson, Spalding, Rawlings, etc.

**My Team Shop:** BSN SPORTS' online player pay site is required to be used by all varsity programs. All other programs including club sports and organizations will count towards rebate goals.

**Shipping:** The Athletic Program will not pay freight charges on all uniform orders.

**Product Rebate:** Subject to the terms below, at the end of each school year of this agreement, the Athletic Program will receive a Product Rebate including selected products from BSN. The Product Rebate will be selected from a list of products provided by BSN and subject to availability at the time of order. Product Rebates are available after the requirements below are met and must be utilized during each school budget year. All Product Rebates will be redeemed in May and June. A Product Rebate balance does not carry over year to year.



**Annual Spending Level**

UCPS High Schools and Middle Schools

**Annual Rebate Amount:**

10% back in BSN Proprietary Equipment

Under Armour will provide \$15,000 back in product rebate at retail price.

High Schools will receive \$13,500, while Middle Schools will receive \$1,500.

Any decoration or customization to rebate product is paid for by the Athletic Program.

**Terms and Conditions:** All purchases will be made through BSN SPORTS. Only products purchased through BSN will be eligible for the Product Rebate.

The School and Athletic Program must be current on all payment obligations to BSN to be eligible for the Product Rebate.

**Term:** The duration of this agreement is four (4) years from January 1, 2016 to December 31, 2019("Term").

Acknowledged and Agreed to:

[ UCPS]

BSN SPORTS

\_\_\_\_\_  
[name]

Athletic Director

[address]

\_\_\_\_\_  
Vice President



## ATTACHMENT A

## ATHLETIC UNIFORM WORKSHEET

SPORT	ITEM	MFR	STOCK #	BRIEF DESCRIPTION	ORDER BY DATE	DESCRIPTION / ENHANCEMENTS	COLOR SCHEME	RETAIL PRICE		PARTNER DISCOUNT	
								RETAIL PRICE	% Discount	UCPS Total	% Discount
FOOTBALL	JERSEY	UA	UFJ135	Instinct Jersey	30-Jan	2/color Name and Numbers Frt and Back	TBD	\$ 45.00	40.00%	\$ 27.00	40%
	PANT	UA	UFPS35	Instinct Pant		Emb. Logo Left Hip	TBD	\$ 64.00	40.00%	\$ 38.40	40%
BOYS BASKETBALL								\$ -		\$ -	0%
	JERSEY	UA	UKJ119M	Threat Jersey	30-Apr	2/color Name and Numbers Frt and Back	TBD	\$ 50.00	40.00%	\$ 30.00	40%
	PANT	UA	UKS519M	Threat Short		No Decoration	TBD	\$ 50.00	40.00%	\$ 30.00	40%
	SHOOTER	UA	UKT600M	Lottory L/S Shooter		2/color Logo Front	TBD	\$ 60.00	40.00%	\$ 36.00	40%
GIRLS BASKETBALL								\$ -		\$ -	0%
	JERSEY	UA	UKJ122W	Patterson Jersey	30-Apr	2/color Name and Numbers Frt and Back	TBD	\$ 45.00	40.00%	\$ 27.00	40%
	PANT	UA	UKS522W	Patterson Short		No Decoration	TBD	\$ 45.00	40.00%	\$ 27.00	40%
	SHOOTER	UA	UKT600M	Lottory L/S Shooter		2/color Logo Front	TBD	\$ 60.00	40.00%	\$ 36.00	40%
BOYS X COUNTRY								\$ -		\$ -	0%
	TOP	UA	UTS190M	Breakaway Singlet	30-Apr	2/color Logo Front	TBD	\$ 30.00	40.00%	\$ 18.00	40%
	BOTTOM	UA	UTS590M	Breakaway Short		Left Leg 2/color Logo	TBD	\$ 30.00	40.00%	\$ 18.00	40%
GIRLS X COUNTRY								\$ -		\$ -	0%
	TOP	UA	UTS191W	Breakaway Singlet (W)	30-Apr	2/color Logo Front	TBD	\$ 30.00	40.00%	\$ 18.00	40%
	BOTTOM	UA	UTS591W	Breakaway Short (W)		Left Leg 2/color Logo	TBD	\$ 30.00	40.00%	\$ 18.00	40%
								\$ -		\$ -	0%

ATTACHMENT A

ATHLETIC UNIFORM WORKSHEET

SPORT	ITEM	MFR	STOCK #	BRIEF DESCRIPTION	ORDER BY DATE	DESCRIPTION / ENHANCEMENTS	COLOR SCHEME	RETAIL PRICE	% Discount	UCPS Total	UCPS Total	% Discount	Contract Total
BOYS TRACK	TOP	UA	UTS190M	Breakaway Singlet	15-Oct	2/color Logo Front	TBD	\$ 30.00	40.00%	\$ 18.00	\$ 5.00	40%	\$ 21.00
	BOTTOM	UA	UTS590M	Breakaway Short				\$ 30.00	40.00%	\$ 18.00	\$ 5.00	40%	\$ 21.00
GIRLS TRACK	TOP	UA	UTS191W	Breakaway Singlet (W)	15-Oct	2/color Logo Front	TBD	\$ 30.00	40.00%	\$ 18.00	\$ 5.00	40%	\$ 21.00
	BOTTOM	UA	UTS591W	Breakaway Short (W)				\$ 30.00	40.00%	\$ 18.00	\$ 5.00	40%	\$ 21.00
BASEBALL	JERSEY	UA	UBJ108M	Classic Henley	15-Sep	2/color Logo Front	TBD	\$ 40.00	40.00%	\$ 24.00	\$ 10.00	40%	\$ 30.00
	PANT	UA	UBP511M	Rundown Pant				\$ 45.00	40.00%	\$ 27.00	\$ 0.00	40%	\$ 27.00
	HAT	UA	UAB100	Stock Cap				\$ 18.00	40.00%	\$ 10.80	\$ 8.00	40%	\$ 15.60
BOYS SOCCER	JERSEY	UA	1259613	Golazo Jersey		2/color Name and Numbers Frt and Back	TBD	\$ 24.00	40.00%	\$ 14.40	\$ 15.00	150%	\$ 23.40
	BOTTOM	UA	1259614	Golazo Short				\$ 20.00	40.00%	\$ 12.00	\$ 5.00	50%	\$ 15.00
GIRLS SOCCER	JERSEY	UA	1259050	Golazo Jersey (W)		2/color Name and Numbers Frt and Back	TBD	\$ 24.00	40.00%	\$ 14.40	\$ 15.00	40%	\$ 23.40
	BOTTOM	UA	1259051	Golazo Short (W)				\$ 20.00	40.00%	\$ 12.00	\$ 5.00	40%	\$ 15.00
								\$ -		\$ -	\$ 0.00	0%	\$ -



ATTACHMENT A

ATHLETIC UNIFORM WORKSHEET

SPORT	ITEM	MFR	STOCK #	BRIEF DESCRIPTION	ORDER BY DATE	DESCRIPTION / ENHANCEMENTS	COLOR SCHEME	RETAIL PRICE	% Discount	UCPS Total	UCPS Discount	Contract Total
CHEERLEADING	TOP	Varsity	IBMF1341H	Cheer Shell	15-May	Sublimated Deco	TBD	\$ 65.00	40.00%	\$ 39.00	\$ 20.00	\$ 51.00
	SKIRT	Varsity	IDMFS1341	Cheer Skirt	15-May	Sublimated Deco	TBD	\$ 61.00	40.00%	\$ 36.60	\$ 0.00	\$ 36.60
	BLOOMER	Varsity	SSB15	Basic Bloomer	15-May	No Decoration	TBD	\$ 17.00	40.00%	\$ 10.20	\$ 0.00	\$ 10.20
	SHOES	Varsity	V12LI	Varsity Spirit II		No Decoration		\$ 80.00	30.00%	\$ 56.00	\$ 0.00	\$ 56.00
BOYS GOLF	SHIRT	UA	1246240	ETA Polo	15-Oct	Left Chest Emb. Logo	TBD	\$ 40.00	40.00%	\$ 24.00	\$ 8.00	\$ 28.80
	SHORT	UA	1228908	Coach Short		Left Leg 2/color Logo	TBD	\$ 35.00	40.00%	\$ 21.00	\$ 8.00	\$ 25.80
								\$ -		\$ -	\$ 0.00	\$ -
GIRLS GOLF	SHIRT	UA	1246240	ETA Polo	15-May	Left Chest Emb. Logo	TBD	\$ 40.00	40.00%	\$ 24.00	\$ 8.00	\$ 28.80
	SHORT	UA	1228330	Wmns Coach Short		Left Leg 2/color Logo	TBD	\$ 50.00	40.00%	\$ 30.00	\$ 8.00	\$ 34.80
								\$ -		\$ -	\$ 0.00	\$ -
BOYS TENNIS	SHIRT	UA	1268471	Locker T	15-Oct	2/color Logo Front	TBD	\$ 23.00	40.00%	\$ 13.80	\$ 5.00	\$ 16.80
	SHORT	UA	1261121	Raid Short		Left Leg 2/color Logo	TBD	\$ 25.00	40.00%	\$ 15.00	\$ 5.00	\$ 18.00
								\$ -		\$ -	\$ 0.00	\$ -
GIRLS TENNIS	SHIRT	UA	1260298	Wmns Strap Tank	15-May	2/color Logo Front	TBD	\$ 25.00	40.00%	\$ 15.00	\$ 5.00	\$ 18.00
	SHORT or SHORT	UA	1228325	Team Short		No Decoration	TBD	\$ 50.00	40.00%	\$ 30.00	\$ 0.00	\$ 30.00
								\$ -		\$ -	\$ 0.00	\$ -
SOFTBALL	JERSEY	UA	USJ117W	Change Up Henley	15-Sep	2/color Team Name and Numbers Frt and Back	TBD	\$ 40.00	40.00%	\$ 24.00	\$ 15.00	\$ 33.00
	SHORT	UA	USP520W	One Hop Pant		No Decoration	TBD	\$ 45.00	40.00%	\$ 27.00	\$ 0.00	\$ 27.00
	HAT	UA	UAB100	Stock Cap		Embroider Logo Front	TBD	\$ 18.00	40.00%	\$ 10.80	\$ 8.00	\$ 15.60
BOYS SWIMMING	Jammer	Speedo	8051547	Endurance Plus	15-Sep	No Decoration	TBD	\$ 70.00	40.00%	\$ 42.00	\$ 0.00	\$ 42.00
	Brief	Speedo	8051546	Endurance Plus		No Decoration	TBD	\$ 50.00	40.00%	\$ 30.00	\$ 0.00	\$ 30.00
	SWIM CAP	Times	BTSC	Silicone Cap		2/color Logo Front	TBD	\$ 15.00	30.00%	\$ 9.00	\$ 0.00	\$ 9.00
								\$ -		\$ -	\$ 0.00	\$ -
GIRLS SWIMMING	Warm Up	Speedo	8191409	Pregame Warm Up	15-Sep	No Decoration	TBD	\$ 75.00	40.00%	\$ 45.00	\$ 0.00	\$ 45.00
	SWIM CAP	Times	BTSC	Silicone Cap		2/color Logo Front	TBD	\$ 15.00	30.00%	\$ 9.00	\$ 0.00	\$ 9.00
								\$ -		\$ -	\$ 0.00	\$ -
VOLLEYBALL	JERSEY	UA	1259049	Block Party S/S	15-Apr	2/color Name and Numbers Frt and Back	TBD	\$ 40.00	40.00%	\$ 15.00	\$ 15.40	\$ 24.24
	SHORT	UA	1232843	React t-Short		No Decoration	TBD	\$ 30.00	40.00%	\$ 18.00	\$ 0.00	\$ 18.00
								\$ -		\$ -	\$ 0.00	\$ -
WRESTLING	SINGLET	UA	UW003SM	Warrior Singlet	15-May	Sublimated Deco	TBD	\$ 100.00	40.00%	\$ 60.00	\$ 0.00	\$ 60.00
	SHORT	UA	1261121	Raid Short		Left Leg 2/color Logo	TBD	\$ 25.00	40.00%	\$ 15.00	\$ 5.00	\$ 18.00
								\$ -		\$ -	\$ 0.00	\$ -

ATTACHMENT A

ATHLETIC UNIFORM WORKSHEET

SPORT	ITEM	MFR	STOCK #	BRIEF DESCRIPTION	ORDER BY DATE	DESCRIPTION / ENHANCEMENTS	COLOR SCHEME	RETAIL PRICE	% Discount	UCPS Total	% Discount	Contract Total
BOYS LACROSS	JERSEY	UA	ULJ120M	Zagger Jersey	15-Oct	2/color Name and Numbers Frt and Back	TBD	\$ 50.00	40.00%	\$ 30.00	40%	\$ 39.00
	SHORT	UA	ULS20M	Zagger Short		Left Leg 2/color Logo	TBD	\$ 45.00	40.00%	\$ 27.00	40%	\$ 30.00
								\$ -		\$ -	0%	\$ -
GIRLS LACROSS	JERSEY	UA	ULJ140W	Tempo Jersey	15-Oct	2/color Name and Numbers Frt and Back	TBD	\$ 50.00	40.00%	\$ 30.00	40%	\$ 39.00
	SHORT	UA	ULK540W	Tempo Kilt		Left Leg 2/color Logo	TBD	\$ 40.00	40.00%	\$ 24.00	40%	\$ 27.00
								\$ -		\$ -	0%	\$ -





## FALL 2015 PTH UNIFORM PROGRAM

BOOKING WINDOW	ORDER PERIOD	TERMS
<b>CUSTOM/GAMEDAY SELECT ONLY</b>	<b>10/13/2014 - 12/19/2015</b>	<b>25% NET 10/1/2015</b>
<b>1</b>	<b>12/20/2014 - 2/13/2015</b>	<b>20% NET 10/1/2015</b>
<b>2</b>	<b>2/14/2015 - 4/3/2015</b>	<b>15% NET 10/1/2015</b>
<b>3</b>	<b>4/4/2015 - 5/29/2015</b>	<b>5% NET 30</b>

\*Orders received after 5/29/2015 - NET 30



### STOCK TEAM UNIFORMS



### ARMOURFUSE TEAM UNIFORMS

- All Stock/Armourfuse orders can be placed via online ([www.underarmourteamuniforms.com](http://www.underarmourteamuniforms.com)), via email to your Under Armour Territory Manager, or directly to customer service in Rochester, NY.
- All Stock/Armourfuse orders will be FOB Pharr, TX or Rochester, NY.
- Shipment of decorated Stock/Armourfuse uniform is based on confirmation received upon mock approval. Blank Stock product should ship within 24 hours.
- Decorated Stock uniform at once orders are guaranteed 4-week ship date from dealer mock approval -

**\*OR RECEIVE FREE GROUND FREIGHT.**

- For Stock/Armourfuse orders to qualify for 10/1/2015 dating, orders must be placed within the order period with a requested ship date in the table here →

### STOCK/ARMOURFUSE

ORDER PERIOD	SHIP BY DATE
10/13/2014 - 2/13/2015	5/1/2015
2/14/2015 - 4/3/2015	6/1/2015
4/4/2015 - 5/29/2015	8/1/2015



### GAMEDAY SELECT TEAM UNIFORMS



### CUSTOM TEAM UNIFORMS

- All Gameday Select/Custom orders can be placed via online ([www.uacustomuniforms.com](http://www.uacustomuniforms.com)), via email to your Under Armour Territory Manager, or directly to customer service in Waterloo, IA.
- All Gameday Select/Custom orders will be FOB Waterloo, IA.
- Order must be a minimum of 6 units to receive discount.
- Upon mock up approval, final order confirmation and ship date will be provided within the following timeframes:
  - 3 business days for Gameday Select, 5 for Custom.
- \*Orders that do NOT ship by the provided ship date receive 20% in addition to their original discount.
- \*Orders that do NOT ship within 10 business days of the provided ship date will be FREE of CHARGE.

Under Armour, Inc.  
Corporate Headquarters  
Tide Point  
1020 Hull Street  
Baltimore, MD 21230  
Toll Free Phone: 1.888.828.1547  
Email: [teamsports@underarmour.com](mailto:teamsports@underarmour.com)

I WILL





## WINTER 2015 PTH UNIFORM PROGRAM

BOOKING WINDOW	ORDER PERIOD	TERMS
1	3/2/2015 - 5/29/2015	20% NET 12/1/2015
2	5/30/2015 - 7/24/2015	15% NET 12/1/2015
3	7/25/2015 - 8/28/2015	5% NET 30

\*Orders received after 8/28/2015 - NET 30



### STOCK TEAM UNIFORMS



### ARMOURFUSE TEAM UNIFORMS

- All Stock/Armourfuse orders can be placed via online ([www.underarmourteamuniforms.com](http://www.underarmourteamuniforms.com)), via email to your Under Armour Territory Manager, or directly to customer service in Rochester, NY.
- All Stock/Armourfuse orders will be FOB Pharr, TX or Rochester, NY.
- Shipment of decorated Stock/Armourfuse uniform is based on confirmation received upon mock approval. Blank Stock product should ship within 24 hours.
- Decorated Stock uniform at once orders are guaranteed 4-week ship date from dealer mock approval -

**\*OR RECEIVE FREE GROUND FREIGHT.**

- For Stock/Armourfuse orders to qualify for 12/1/2015 dating, orders must be placed within the order period with a requested ship date in the table here →

### STOCK/ARMOURFUSE

ORDER PERIOD	SHIP BY DATE
3/2/2015 - 5/29/2015	8/1/2015
5/30/2015 - 7/24/2015	9/1/2015
7/25/2015 - 8/28/2015	10/1/2015



### GAMEDAY SELECT TEAM UNIFORMS



### CUSTOM TEAM UNIFORMS

- All Gameday Select/Custom orders can be placed via online ([www.uacustomuniforms.com](http://www.uacustomuniforms.com)), via email to your Under Armour Territory Manager, or directly to customer service in Waterloo, IA.
- All Gameday Select/Custom orders will be FOB Waterloo, IA.
- Order must be a minimum of 6 units to receive discount.
- Upon mock up approval, final order confirmation and ship date will be provided within the following timeframes:

**- 3 business days for Gameday Select, 5 for Custom.**

Under Armour, Inc.  
Corporate Headquarters  
Tide Point  
1020 Hull Street  
Baltimore, MD 21230  
Toll Free Phone: 1.888.828.1547  
Email: [teamsports@underarmour.com](mailto:teamsports@underarmour.com)

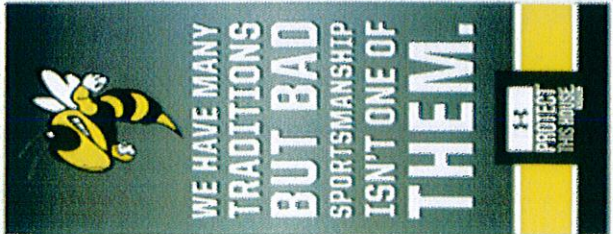




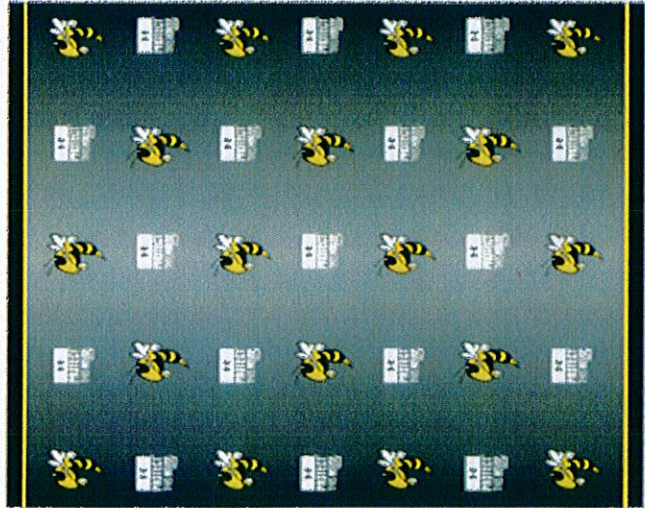
# TEAM SPIRIT PACK - FHHS

INTEGRITY DESIGN  
 BY DESIGN®  
 integritydesignusa.com

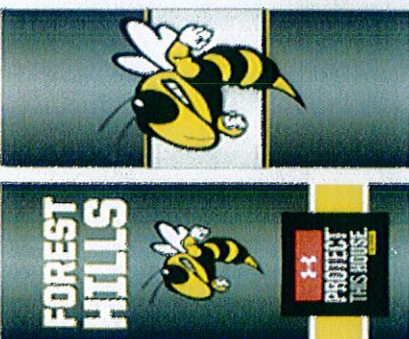
Motivational Banners



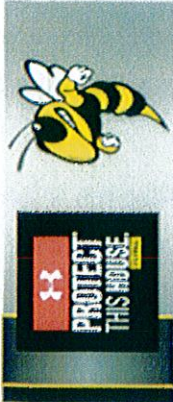
Branded Media-Drop Pkg



Campus Light Pole Banners



Motivational SLAP Signs



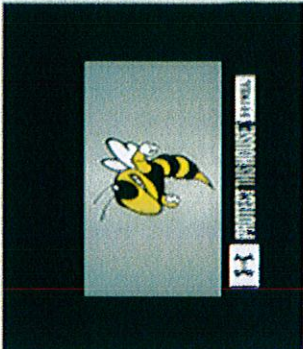
Branded Banners



Table Covers



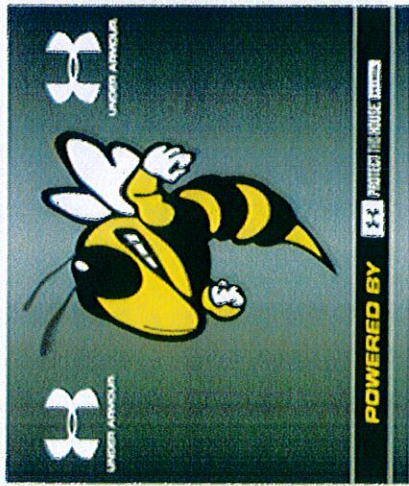
PROscaper Branded Floor Mats



PROmesh Fence Banners (25'W x 3.5'H)



Stadium / Spirit Flags





AFFIDAVIT

UNION COUNTY PUBLIC SCHOOLS  
MONROE, NORTH CAROLINA  
\*\*\*\*\*

I, Brittany Iwunze (the individual attesting below), being duly authorized by and on behalf of  
BSN Sports, LLC (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears  
or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
  - a. YES x, or
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 19<sup>th</sup> day of August, 2015.

Brittany Iwunze  
Signature of Affiant  
Print or Type Name: Brittany Iwunze

UNION COUNTY PUBLIC SCHOOLS  
MONROE, NORTH CAROLINA

Signed and sworn to (or affirmed) before me, this the 19<sup>th</sup>  
day of August, 2015.

My Commission Expires:

10-22-2016

Chris B. B.  
Notary Public

(Affix Official/Notarial Seal)

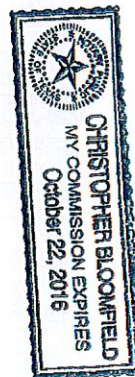




EXHIBIT 3

CONTRACT FOR SERVICES  
PROJECT NAME  
5-0000077

This Contract is made and entered into this [DATE] between The Union County Board of Education ("UCBOE") located at 400 North Church Street, Monroe, North Carolina 28112 and [BSN Sports] located at [9313-H Monroe Rd. Charlotte, NC] ("Contractor").

For and in consideration of the mutual promises set forth in this Contract, the parties do mutually agree as follows:

1. Obligations of Contractor - The Contractor agrees to provide Sports Apparel and Equipment to all UCBOE schools on an as needed basis as more particularly described in the catalog and price list attached hereto and incorporated herein by reference as Exhibit 1 Attachment A

Individual orders will be made from time-to-time in writing by an authorized representative of the UCBOE. Such writing shall be in the form of a standard UCBOE purchase order ("Purchase Order"), such Purchase Order is to specify the specific Goods and Services desired by the UCBOE; the dates, times and locations that the Contractor shall provide the requested Goods and Services, and the compensation that the Contractor will be paid for providing the requested Goods and Services. The Contractor will be deemed to have accepted a Purchase Order and be obligated to provide the services outlined in the Purchase Order in accordance with the price and other terms of the Purchase Order, and the terms and conditions hereof, unless within 24 hours after the Contractor's receipt of a Purchase Order, the Contractor notifies the Project Coordinator (as hereinafter defined) in writing that it does not accept the Purchase Order and will not provide the requested Goods and Services.

The term of this contract shall be for **three years from \_\_\_\_\_ - \_\_\_\_\_**. (date BOE approves)

This contract does not grant the Contractor the right or the exclusive right to provide specified services to UCBOE. Similar services may be obtained from sources other than the Contractor (or not at all) at the discretion of the UCBOE.

The Contractor shall begin work immediately upon in accordance with instructions from UCBOE. The Contractor agrees to perform the Services in a timely, complete, and professional manner and in accordance with the terms and conditions of this Contract.

The Contractor represents and warrants that (i) it is duly qualified and licensed to provide the Services, (ii) it will provide the Services in a manner consistent with the level of care and skill ordinarily exercised by contractors providing similar services under similar conditions, (iii) it possesses sufficient experience, personnel, and resources to complete the Services, (iv) it shall perform the Services in compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations, and (v) its reports, if any, shall be complete, accurate, and unambiguous.

[If Master Services Order Contract: A separate purchase order shall be issued for each assignment and the total amount due to the Contractor for a particular work assignment shall not exceed the amount shown in the purchase order for that assignment.]

2. Project Coordinator. [Primary Contact for UCBOE] **Doug Jones 704.296.6344** is designated as the Project Coordinator for the UCBOE. The Project Coordinator shall be the UCBOE's

representative in connection with the Contractor's performance under this Contract. The UCBOE has complete discretion in replacing the Project Coordinator with another person of its choosing.

3. Contractor Supervisor. **[Primary Contact for Contractor] Todd Holden 704.375.4554** is designated as the Contractor Supervisor for the Contractor. The Contractor Supervisor is fully authorized to act on behalf of the Contractor in connection with this Contract. Substitution of Contract Supervisor must be presented to Project Coordinator with a minimum of 24 hour notice and shall include contact information of the newly selected Contractor Supervisor.
4. Terms and Methods of Payment. UCBOE will make payment after invoices are approved on a net 30 day basis. Failure to submit all required documents will delay payment. UCBOE will not pay for services or materials in advance without the prior approval of the Finance Officer. Contractor to submit invoices on the following schedule: **[Invoice Schedule]**.
5. Additional Provisions. Contractor agrees to the Standard Terms and Conditions set forth as attached hereto and incorporated herein by reference.
6. Counterpart Execution. This Contract may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Each party shall be entitled to rely upon executed copies of this Contract transmitted by facsimile or electronic "PDF" to the same and full extent as the originals.

**[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]  
[SIGNATURES ON NEXT PAGE]**



IN WITNESS WHEREOF, UCBOE and Contractor have executed this Contract on the day and year first written above.

BSN Sports  
Contractor Name

Todd Holden 8/20/15  
Signature of Authorized Representative Date

Todd Holden 8/20/15  
Printed Name Title

22-2795073  
Contractor's Federal Identification #  
[if Contract is with Organization or Social Security Number if individual]

**THE UNION COUNTY BOARD OF EDUCATION**

\_\_\_\_\_  
Assistant Superintendent Date

\_\_\_\_\_  
Board Chairperson (if applicable) Date

\_\_\_\_\_  
Procurement Lead

This instrument has been preaudited  
in the manner required by the School Budget  
and Fiscal Control Act.

\_\_\_\_\_  
Project Manager

\_\_\_\_\_  
Finance Officer Date

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_  
School Board Attorney Date

REVIEWED BY:

\_\_\_\_\_  
Division of Insurance and Risk Management

**Exhibit List:**

**Attachment A: UCBOE Standard Terms and Conditions**

**Exhibit 1: Proposal Document /Scope of Services**



## ATTACHEMENT A

### STANDARD TERMS AND CONDITIONS

1. Contract Documents. Contractor's acknowledgment of the terms hereof or Contractor's shipment or performance, constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) any attachments hereto, (iii) any applicable solicitation documentation (including without limitation any request for proposals or invitation for bids or Contractor's response thereto) that deal with the same subject matter as this contract, and (iv) any other terms and conditions of a written agreement signed by Contractor and The Union County Board of Education ("UCBOE") that deals with the same subject matter as this Order (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Contractor and UCBOE with respect to the purchase by UCBOE of the (i) goods ("Goods") and/or (ii) services provided or work performed ("Services") as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." In the event of any conflict between any terms and conditions of the Contract Documents, the terms and conditions most favorable to UCBOE shall control. This Order constitutes an offer by UCBOE and expressly limits acceptance to the terms and conditions stated herein. No additional or supplemental provision or provisions in variance herewith that may appear in Contractor's quotation, acknowledgment, invoice, or in any other communication from Contractor to UCBOE shall be deemed accepted by or binding on UCBOE. UCBOE hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until UCBOE's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by UCBOE are subject to correction.
2. Quantities. Shipments must equal exact amounts ordered unless otherwise agreed in writing by UCBOE. The award of a term contract neither implies nor guarantees any minimum or maximum purchases.
3. Material Safety Data Sheets. Material Safety Data Sheets must be provided with shipment of all chemicals.
4. Prices. If Contractor's price or the regular market price of any of the Goods or Services covered hereunder is lower than the price stated in the Contract Documents on the date of shipment of such Goods or Services, Contractor agrees to give UCBOE the benefit of such lower price on any such Goods or Services. In no event shall Contractor's price be higher than the price last quoted or last charged to UCBOE unless otherwise agreed in writing. No charges for transportation, boxing, crating, etc. are allowable unless such charges are included in the Contract Documents.
5. Invoices. It is understood and agreed that orders will be shipped at the established Contract prices in effect on dates orders are placed. Invoicing at variance with this provision may subject the Contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item. Invoices shall be sent to UCBOE's accounts payable department with a copy to the UCBOE Project Coordinator.
6. Freight on Board. All shipments of Goods are FOB destination unless otherwise stated in the Contract Documents.
7. Payment Terms. Payment terms are Net 30 days after receipt of correct invoice or acceptance of Goods or Services, whichever is later.
8. Condition and Packaging. Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be

suitable for handling, storage or shipment.

9. Delays in Shipment. Time and date of delivery are of the essence, except when delay is due to causes beyond Contractor's reasonable control and without Contractor's fault or negligence.
10. Risk of Loss. Contractor shall have the risk of loss of and damage to the Goods subject to the Contract Documents until such Goods are delivered to the destination and accepted by UCBOE or its nominee.
11. Rejection. All Goods and Services shall be received subject to UCBOE's inspection. Goods or Services that are defective in workmanship or material or otherwise not in conformity with the requirements of the Contract Documents may be rejected and returned at Contractor's expense or may be accepted at a reduced price. UCBOE may require Contractor to promptly replace or correct any rejected Goods or Services and, if Contractor fails to do so, UCBOE may contract with a third party to replace such Goods and Services and charge Contractor the additional cost.
12. Compliance with All Laws. Contractor warrants that all performance hereunder shall be in accordance with all applicable federal, state and local laws, regulations and orders.
13. Compliance with UCBOE Policies. During the term of this Contract, Contractor agrees to comply with all UCBOE imposed policies, rules and regulations while on UCBOE property and guarantees strict compliance by all of its employees, agents and subcontractors with such policies, rules and regulations. UCBOE will make available to Contractor copies of other applicable UCBOE policies, rules and regulations upon Contractor's request. Upon request by UCBOE, Contractor and its applicable employees and agents will execute UCBOE's standard documents reflecting the obligation to comply with applicable policies, rules and regulations. The requirements of this Section shall apply continuously during the term of this Contract and shall not be limited to normal working hours. Without limiting the generality of the foregoing, Contractor shall be responsible for its acts or omissions in connection with the safety of all persons and property where any Goods and Services or other work are being performed and during performance of such Goods and Services or work. No act, service, drawing review or construction review by UCBOE or its representatives is intended to include review of the adequacy of Contractor's safety measures in, on or near UCBOE's premises.
14. Warranties. Contractor warrants that all Goods and Services delivered hereunder will be free from defects in materials and workmanship and will conform strictly to the specifications, drawings, or samples specified or furnished. This warranty shall survive any inspection, delivery, acceptance or payment by UCBOE of the Goods and Services and shall run to UCBOE and any user of the Goods or Services. This express warranty is in addition to Contractor's implied warranties of merchantability and fitness for a particular purpose which shall not be disclaimed. In addition to any other rights available at law or equity, UCBOE shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the North Carolina General Statutes, for breach of express warranties and implied warranties of merchantability or fitness for a particular purpose, including but not limited to consequential and incidental damages.
15. Termination for Convenience. UCBOE may terminate this Contract at any time at its complete discretion by five (5) calendar day notice in writing from the UCBOE to the Contractor. If the Contract is terminated by the UCBOE in accordance with this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as does the service actually performed to the total service originally contemplated in this Contract.
16. Termination for Default.  
If Contractor fails to perform its obligations timely and in conformance with the requirements of this contract, UCBOE shall give Contractor written notice of the default and intent to terminate if the default is not cured within ten (10) calendar days to the satisfaction of UCBOE.



All finished or unfinished deliverable items under this contract prepared by the Contractor shall become the property of UCBOE, and the Contractor shall be entitled to receive payment for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to UCBOE for damages sustained by UCBOE by virtue of any breach of the agreement, and UCBOE may withhold any payment due the Contractor for the purpose of setoff until such time as the breach is cured or the exact amount of damages due UCBOE from such breach can be determined.

In case of default by the Contractor, UCBOE may procure the services from other sources and hold the Contractor responsible for any excess cost incurred.

Upon the entering of a judgment of bankruptcy of insolvency by or against the Contractor, UCBOE may terminate this contract for cause.

17. Contract Funding. It is understood and agreed between the Contractor and the UCBOE that the UCBOE's obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. The execution of this contract by UCBOE is assurance that sufficient funds have been appropriated for the current fiscal year budget. Should such funds not be appropriated or allocated, this Contract may be immediately terminated by either party. UCBOE shall give prompt written notice to the Contractor if funds are not available. The UCBOE shall not be liable to the Contractor for damages of any kind (general, special, or exemplary) as a result of such termination.
18. Indemnification. Contractor shall indemnify and hold harmless UCBOE, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees and liability that any of them may sustain (a) arising out of Contractor's failure to comply with any applicable law, ordinance, regulation, or industry standard or (b) arising directly or indirectly out of Contractor's performance or lack of performance of the terms and conditions of the Contract. In the event that any Goods or Services sold and delivered or sold and performed under the Contract Documents shall be defective in any respect whatsoever, Contractor shall indemnify and save harmless UCBOE, its officers, agents, employees and assigns from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that shall happen or occur in connection with the use or sale of such Goods or Services and are contributed to by said condition. In the event Contractor, its employees, agents, subcontractors and or lower-tier subcontractors enter premises occupied by or under the control of UCBOE in the performance of the Contract Documents, Contractor agrees that it will indemnify and hold harmless UCBOE, its officers, agents, employees and assigns, from any loss, costs, damage, expense or liability by reason of property damage or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with such entry.
19. Insurance. Unless such insurance requirements are waived or modified by UCBOE or UCBOE's Department of Insurance and Risk Management ("DIRM"), Contractor certifies that it currently has and agrees to purchase and maintain during its performance under the Contract the following insurance from one or more insurance companies acceptable to UCBOE and authorized to do business in the State of North Carolina: Automobile - Contractor shall maintain bodily injury and property damage liability insurance covering all owned, non-owned and hired automobiles. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each person/each occurrence. Commercial General Liability - Contractor shall maintain commercial general liability insurance that shall protect Contractor from claims of bodily injury or property damage which arise from performance under the Contract. This insurance shall include coverage for contractual liability. The policy limits of such insurance shall not be less than \$1,000,000 combined single limit each occurrence/annual aggregate. Worker's Compensation and Employers' Liability Insurance - If applicable to Contractor, Contractor shall meet the statutory requirements of the State of North Carolina for worker's compensation

coverage and employers' liability insurance. Contractor shall also provide any other insurance or bonding specifically recommended in writing by the DIRM or required by applicable law. Certificates of such insurance shall be furnished by Contractor to UCBOE and shall contain the provision that UCBOE be given 30 days' written notice of any intent to amend or terminate by either Contractor or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under the Contract and shall be grounds for immediate termination of the Contract.

20. Accounting Procedures. The Contractor shall comply with accounting and fiscal management procedures prescribed by the UCBOE to apply to this Contract. The Contractor shall assure such fiscal control and accounting procedures as may be necessary for proper disbursement of and accounting for all project funds. The Contractor shall assure that all funds received by it pursuant to this Contract will be used only to support the cost of those activities described in this Contract.
21. Improper Payments. The Contractor shall assume all risks attendant to any improper expenditure of funds under this Contract. The Contractor shall refund to the UCBOE any payment made pursuant to this Contract if it is subsequently determined by audit that such payment was improper under any applicable law, regulation or procedure. The Contractor shall make such refunds within 30 days after the UCBOE notifies the Contractor in writing that a payment has been determined to be improper.
22. Contract Transfer. The Contractor shall not assign, subcontract or otherwise transfer any interest in this Contract without the prior written approval of the UCBOE. In the event UCBOE approves the Contractor to assign, subcontract or other methods of transferring the interest of this Contract, the Contractor shall warrant all work to be performed in accordance to the contract documents by an individual or company that is qualified and properly licensed in the state of North Carolina to perform such work.
23. Contract Personnel. The Contractor agrees that it has, or will secure at its own expense, all personnel required to perform the services set forth in this Contract.
24. Key Personnel. The Contractor shall not substitute for key personnel assigned to the performance of this Contract without prior written approval from the UCBOE Project Coordinator. "Key personnel" are defined as those individuals identified by name or title in this Contract or in written communication from the Contractor.
25. Contract Modifications: This contract may be amended only by written amendment duly executed by both the UCBOE and the Contractor.
26. Relationship of Parties. The Contractor is an independent contractor and not an employee of the UCBOE. The conduct and control of the work will lie solely with the Contractor. This Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Contractor and the UCBOE. Employees of the Contractor shall remain subject to the exclusive control and supervision of the Contractor, which is solely responsible for their compensation.
27. Advertisement. The Contract will not be used in connection with any advertising by the Contractor without prior written approval by the UCBOE.
28. Nondiscrimination. During the performance of this Contract, the Contractor shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
29. Conflict of Interest. The Contractor represents and warrants that no member of the UCBOE or any of its employees or officers has a personal or financial interest or will benefit from the



performance of this Contract or has any interest in any Contract, subcontract or other agreement related to this Contract. Contractor shall not permit any member of the UCBOE or any of its employees or officers to obtain a personal or financial interest or benefit from the performance of this Contract or to have any interest in any Contract, subcontract or other agreement related to this Contract, during the term of this Contract. The Contractor shall cause this paragraph to be included in all Contracts, subcontracts and other agreements related to this Contract.

30. Gratuities to UCBOE. The right of the Contractor to proceed may be terminated by written notice if the UCBOE determines that the Contractor, its agent or another representative offered or gave a gratuity to an official or employee of the UCBOE in violation of policies of the UCBOE.
31. Kickbacks to Contractor. The Contractor shall not permit any kickbacks or gratuities to be provided, directly or indirectly, to itself, its employees, subcontractors or subcontractor employees for the purpose of improperly obtaining or rewarding favorable treatment in connection with a UCBOE Contract or in connection with a subcontract relating to a UCBOE Contract. When the Contractor has grounds to believe that a violation of this clause may have occurred, the Contractor shall promptly report to the UCBOE in writing the possible violation.
32. Monitoring and Evaluation. The Contractor shall cooperate with the UCBOE, or with any other person or agency as directed by the UCBOE, in monitoring, inspecting, auditing or investigating activities related to this Contract. The Contractor shall permit the UCBOE to evaluate all activities conducted under this Contract. UCBOE has the right at its sole discretion to require that Contractor remove any employee of Contractor from UCBOE property and from performing services under this Contract following provision of notice to Contractor of the reasons for UCBOE's dissatisfaction with the services of Contractor's employee.
33. Financial Responsibility. The Contractor is financially solvent and able to perform under this Contract. If requested by the UCBOE, the Contractor agrees to provide a copy of its latest audited annual financial statements or other financial statements as deemed acceptable by the UCBOE's Finance Officer.
34. Dispute Resolution. At the option of the parties, disputes may be resolved by any method of ADR to which the parties agree in writing, including, but not limited to:
  - a. Mediation, pursuant to NCGS 7A-38.1 or the American Arbitration Association Mediation, or by written agreement of the parties.
  - b. Arbitration: pursuant to The Uniform Arbitration Act (NCGS 1-567.1 et seq.)

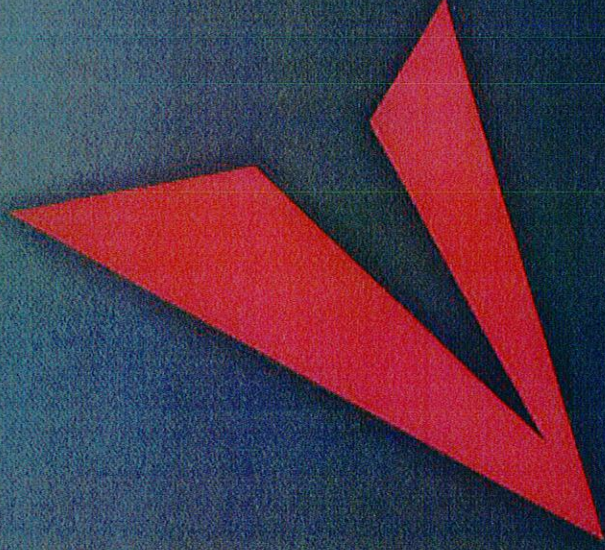
The award rendered by the arbitrator or arbitrators shall be final unless a party thereto gives written notice of its objection to the final award by arbitration within twenty (20) days from receipt of said decision. Upon giving of said notice the party objecting thereto may file suit concerning the dispute as if arbitration had never occurred. Unless legally required to do otherwise, the parties agree not to refer to the arbitration in the filing of any lawsuit or during its subsequent litigation, or to submit to the court any record of information concerning the arbitration.

35. No Third Party Benefits. This Contract shall not be considered by the Contractor to create any benefits on behalf of any third party. The Contractor shall include in all contracts, subcontracts or other agreements relating to this Contract an acknowledgment by the contracting parties that this Contract creates no third party benefits.
36. Confidentiality of Student Information. If, during the course of the Contractor's performance of this Contract, the Contractor should obtain any information pertaining to the students' official records, the Contractor agrees to keep any such information confidential and to not disclose or

2permit to be disclosed, directly or indirectly, to any person or entity any such student information. This Contract shall not be construed by either party to constitute a waiver of or to in any manner diminish the provisions for confidentiality of students' records. Additionally, pursuant to N.C.G.S. 115C-401.1, Prohibition on the Disclosure of Information about Students, it is unlawful for a person who enters into a contract with a local board of education to sell personally identifiable information that is obtained from a student as a result of that person's performance under the contract.

37. Background Checks. At the request of UCBOE's Project Coordinator, the Contractor (if an individual) or any individual employees of the Contractor shall submit to UCBOE criminal background check and drug testing procedures.
38. Jessica Lunsford Act. "Contractors, subcontractors, consultants, sub-consultants, and vendors shall annually conduct a review of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry for all employees who will provide services under this contract. Any employee of the contractor, subcontractor, consultant, sub-consultant, or vendor found to be registered on any of the lists identified herein shall not perform any work under this contract and shall not be permitted to enter property owned by Union County Public Schools or Union County on behalf of Union County Public Schools. Failure to comply may result in legal action and termination of the contract for default."
39. Force Majeure. If UCBOE is unable to perform its obligations or to accept the services or goods because of Force Majeure (as hereinafter defined), the time for such performance by UCBOE or acceptance of services will be equitably adjusted by allowing additional time for performance or acceptance of services equal to any periods of Force Majeure. "Force Majeure" shall mean any delays caused by acts of God, riot, war, terrorism, inclement weather, labor strikes, material shortages and other causes beyond the reasonable control of UCBOE.
40. Ownership of Documents. All rights in the work created pursuant to this Contract are owned by the UCBOE including, but not limited to, copyright, trade or service mark and licensing rights. Upon the termination or expiration of this Contract, any and all finished or unfinished documents and other materials produced by the Contractor pursuant to this Contract shall, at the request of the UCBOE, be turned over to UCBOE. Any technical knowledge or information of Contractor which Contractor shall have disclosed or may hereafter disclose to UCBOE shall not, unless otherwise specifically agreed upon in writing by UCBOE, be deemed to be confidential or proprietary information and shall be acquired by UCBOE as part of the consideration of this Contract free from any restrictions.
41. Contract Situs. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this Contract, will be determined in Union County, North Carolina. North Carolina law will govern the interpretation and construction of this Contract.
42. Entire Contract. This Contract constitutes and expresses the entire agreement and understanding between the parties concerning the subject matter of this Contract. This document (including exhibits, if any), any purchase order used in connection with this Contract and any other document expressly incorporated in this Contract by reference supersede all prior and contemporaneous discussions, promises, representations, agreements and understandings relative to the subject matter of this Contract.

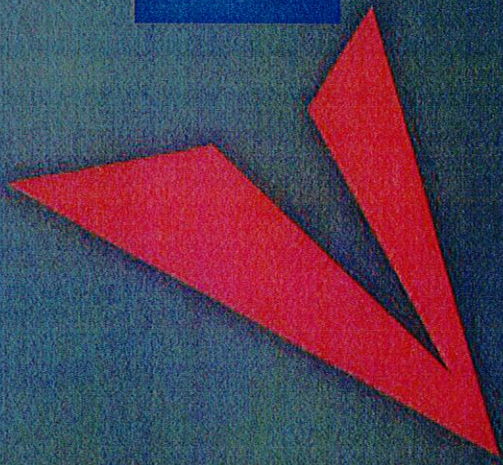




**BSN<sup>TM</sup>SPORTS**

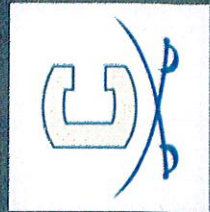
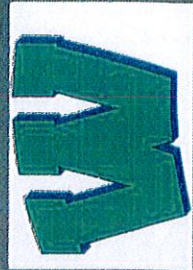
Union County Schools



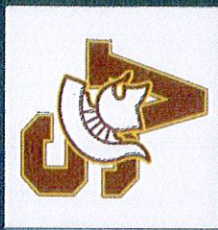
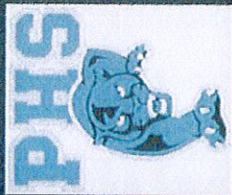


BSN SPORTS

*Thank You*



**UCPS**  
UNION COUNTY PUBLIC SCHOOLS





# The BSN SPORTS Difference



Anthony Rogone



Chris Reeder



Ben Holden



Todd Holden

## Sales Professionals

- Dedicated Sales Pros with almost 70 years of combined industry experience
- Residents of Union County, committed to the community.
- Specializes in understanding your specific needs and building Personal Relationships
- Supported by CSR, Account Services and Inside Sales Rep



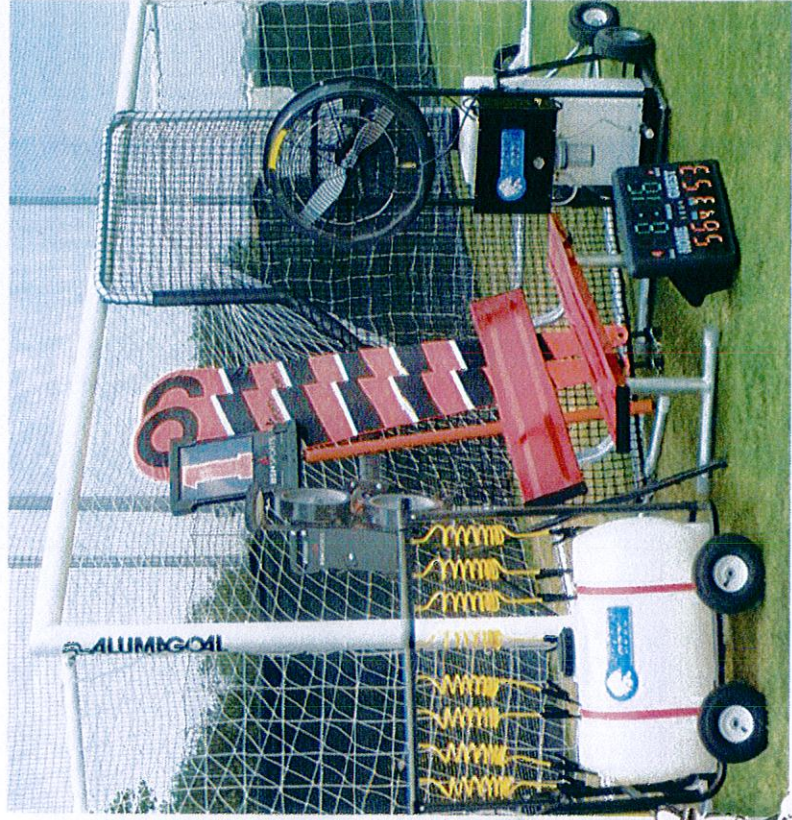
# The BSN SPORTS Difference



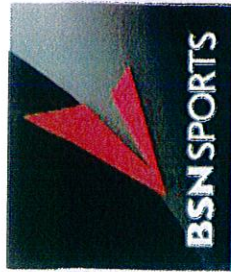
**Equipment. Apparel.**

**One-Stop Shop**  
for all of your needs.

**BSN SPORTS**







# Industry Leading Technology

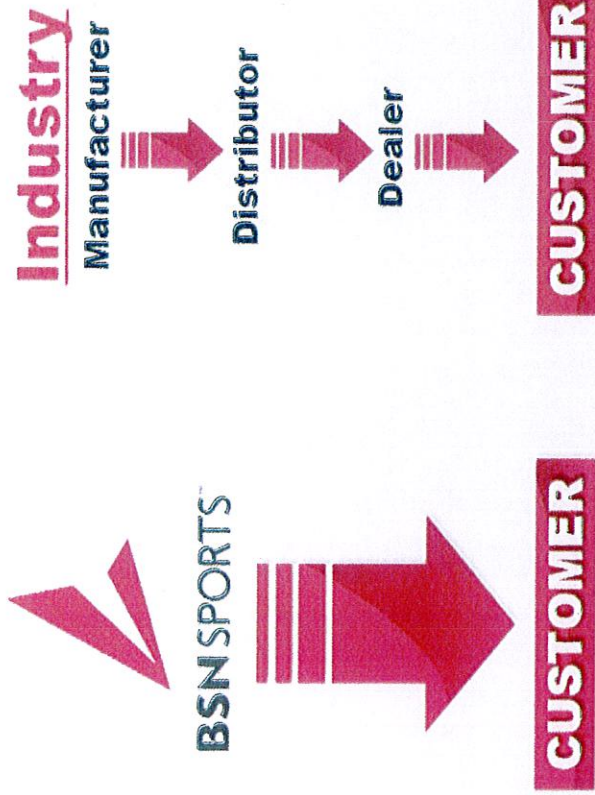


- > Save time with live inventory
- > 24-hour turnaround for artwork
- > Online Player-pay
- > Order Tracking
- > Onsite order entry
- > BSNSPORTS.com
  - Equipment
  - Apparel and Footwear
  - Discounts for everyone in your organization





# Factory Direct Brands

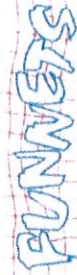


MacGregor

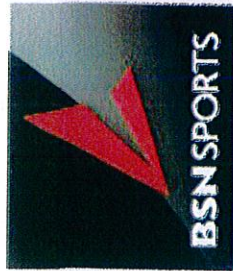
REACTOR  
CHAMPION BARBELL



PORTaPit



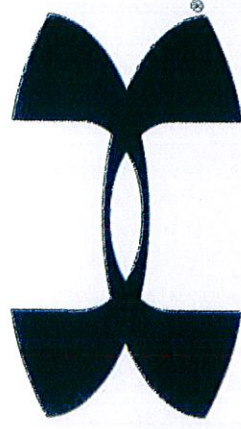




# Best in Class Brands



Largest Team Uniform  
Distributor/Decorator  
in the Nation



UNDER ARMOUR®

Champion

Alleson  
ATHLETIC



HOLLOWAY

Badger  
SPORT



RICHARDSON

Schutt

Wilson

EASTON

Rawlings

SPALDING

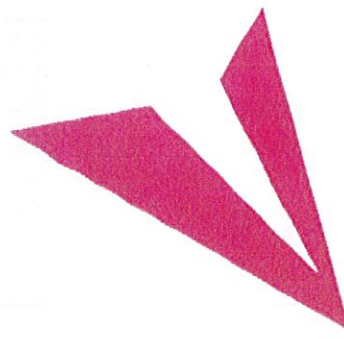
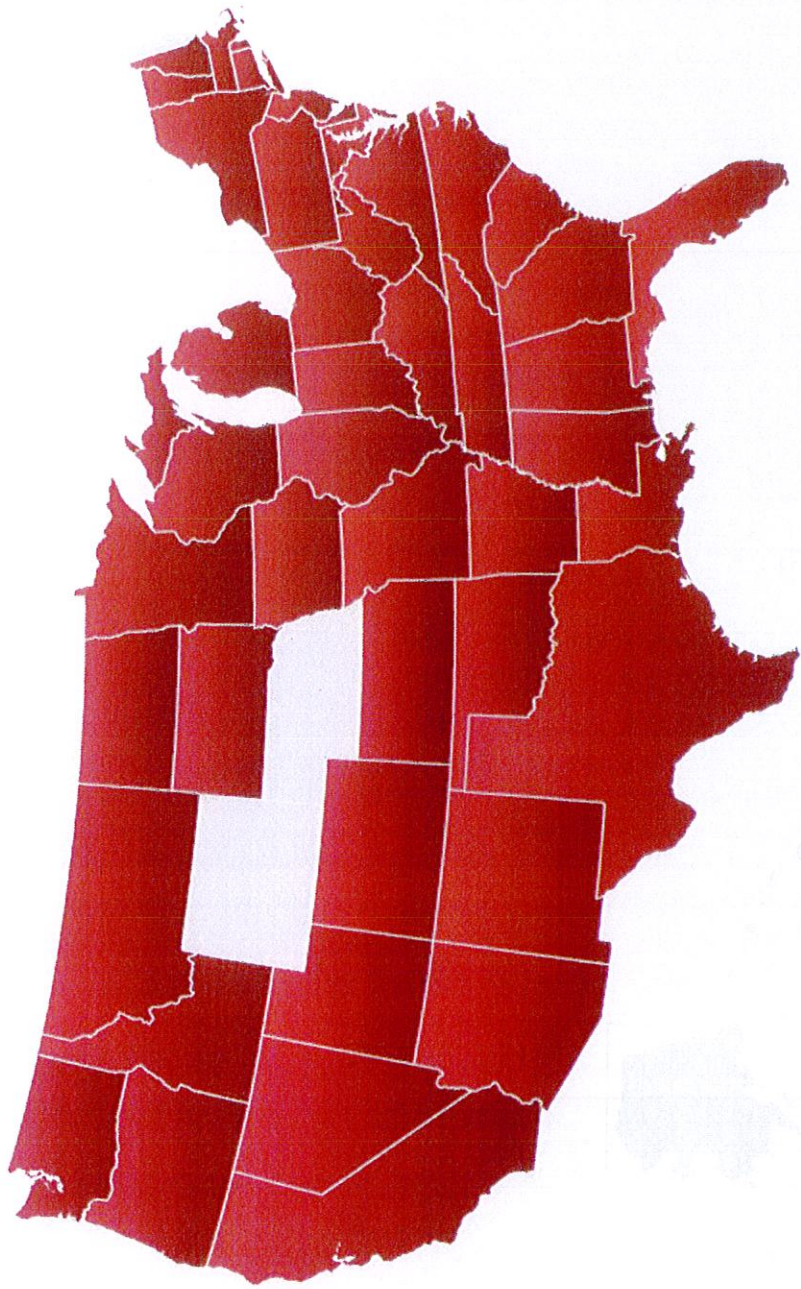


Mizuno

GILL  
ATHLETICS

asics





**BSN SPORTS**

- > Nation's largest supplier of team apparel and equipment
- > 40+ years dedicated to team sports
- > Local Sales Professionals in your community
- > Best Supply Network in **SPORTS**



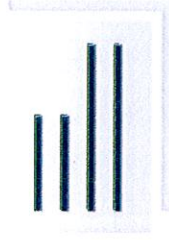




# The BSN SPORTS Difference



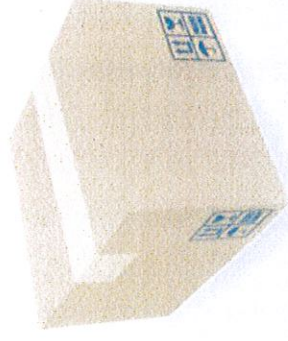
> 24 Hour  
Quick Ship



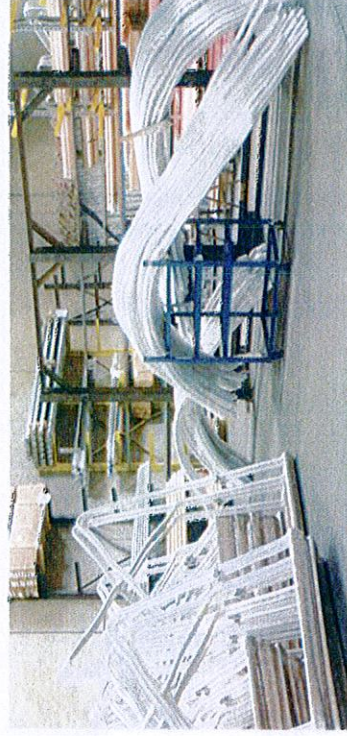
> One Invoice/  
Online Billing



> Best Price  
Guarantee



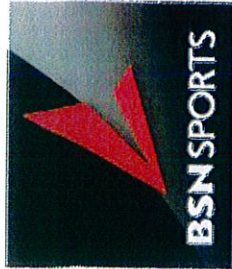
> Regional  
Distribution  
Centers



> \$40M+ Inventory  
In-Stock & Ready to Ship







# MY TEAM SHOP

> Fundraiser > Time Saver > Online Player-Pay > School Spirit

ORDER BY  
AUGUST  
25

## UCPS STAFF



**\$69.99** NIKE NIKE FREE  
TRAINER 3.0 TB  
Retail  
\$95.00



**\$89.00** NIKE WOMEN'S  
NIKE  
LUNARGLANCE+  
SHOES  
Retail  
\$100.00  
Available in 1 other  
color



**\$89.99** NIKE Nike Men's  
Ambassador  
Jacket  
Retail  
\$155.00



**\$28.95** NIKE Nike Men's  
Gung Ho Polo  
Retail  
\$35.00



**\$28.95** NIKE Nike  
Women's Gung  
Ho Polo  
Retail  
\$35.00



**\$99.00** OAKLEY Oakley  
Half Jacket 2.0 XL  
Retail  
\$135.00

\* UPCARGES APPLY FOR LARGER SIZES



### BSN SPORTS

Contact: Todd Holden: [tholden@bsnsports.com](mailto:tholden@bsnsports.com)  
Team Coordinator DOUG JONES: [DOUG.JONES@UCPS.K12.NC.US](mailto:DOUG.JONES@UCPS.K12.NC.US)

PREVIEW ONLY

This is a preview and is not final.  
This shop has not yet been approved.



Access Code

**PREVIEW**

Order 8/11 to 8/25

No orders will be accepted after the deadline.





# Branding and Team Art Locker



MY ACCOUNT

MY LOCKER



SEARCH >>

Home - North Carolina - Indian Trail - Porter Ridge High School : Select Your Artwork



## Select Your Artwork



Sort by: Default



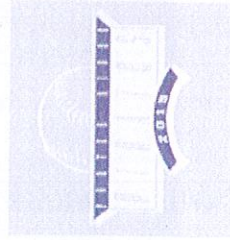
SEARCH >>

Page: << 1 2 3 4 5 >>

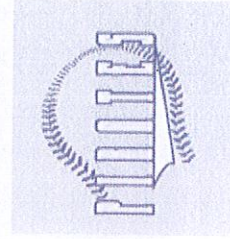
### FILTER BY ACTIVITY

- ☐ Athletic Dept
- ☐ Band
- ☒ Baseball
- ☐ Basketball
- ☐ Bowling
- ☐ Camps
- ☐ Cheerleading
- ☐ Cross Country
- ☐ Dance
- ☐ Field Hockey
- ☐ Football
- ☐ Gymnastics
- ☐ Hockey
- ☐ Lacrosse
- ☐ Phys Ed Dept
- ☐ Soccer
- ☐ Softball
- ☐ Swimming
- ☐ Tennis

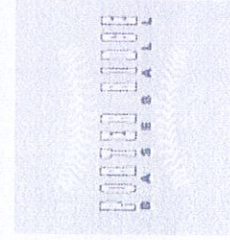
## PORTER RIDGE HIGH SCHOOL PIRATES



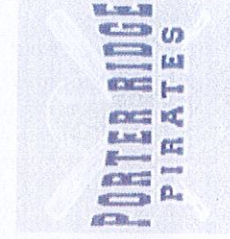
BB0120



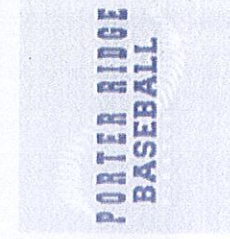
BB0016



BB0033



BB0110



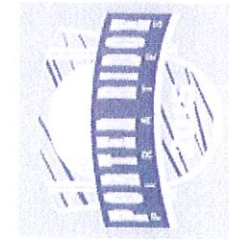
BB0111



BB0032



BB0004



BB0114

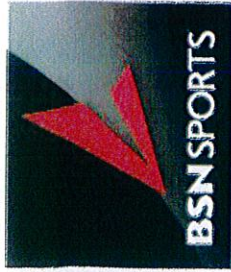


BB0115



BB0014





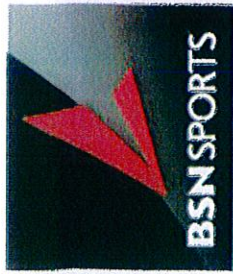
# Building Your Brand



**Boost your School Pride  
with a UNIFORM Look**

- Players • Coaches & Staff • Fans •





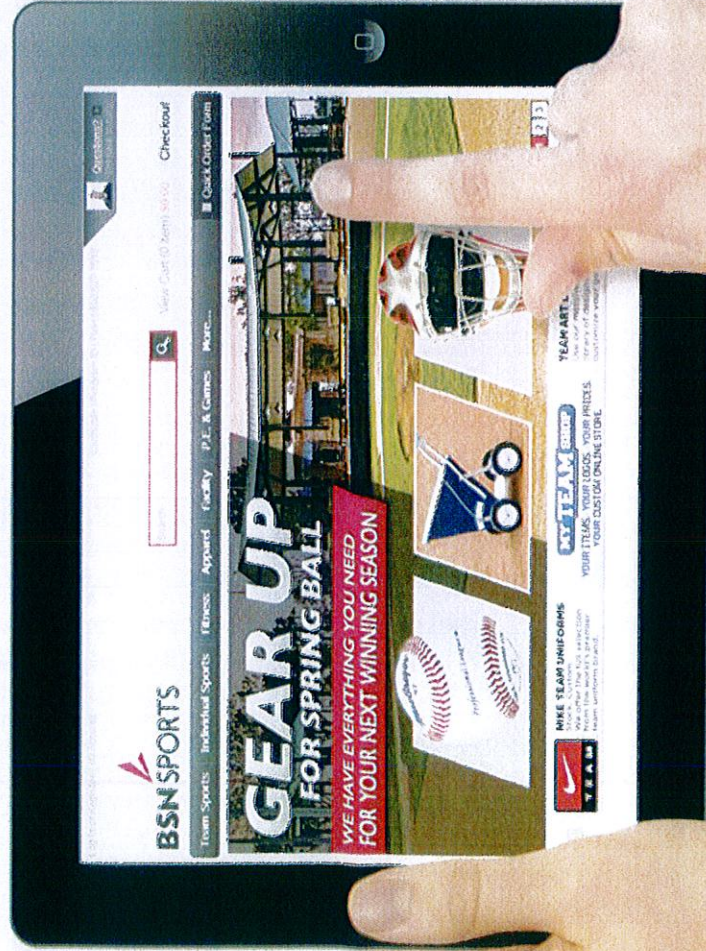
# Online Discounts for Everyone

- > Discounts for all administrators, faculty, staff, students, etc.
- > Discounts on over 20,000 products including name brand apparel and footwear

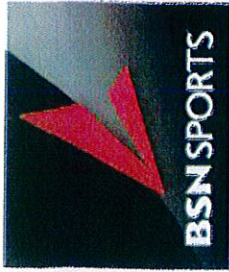


- > We send you an exclusive link and coupon to [www.BSNSPORTS.com](http://www.BSNSPORTS.com)

*Amazing Fundraising Idea!!*







# Core Values

## Heart

We will reach deeper and push further for every coach, every athletic director, every reseller, every athlete, and every parent we encounter.

## Integrity

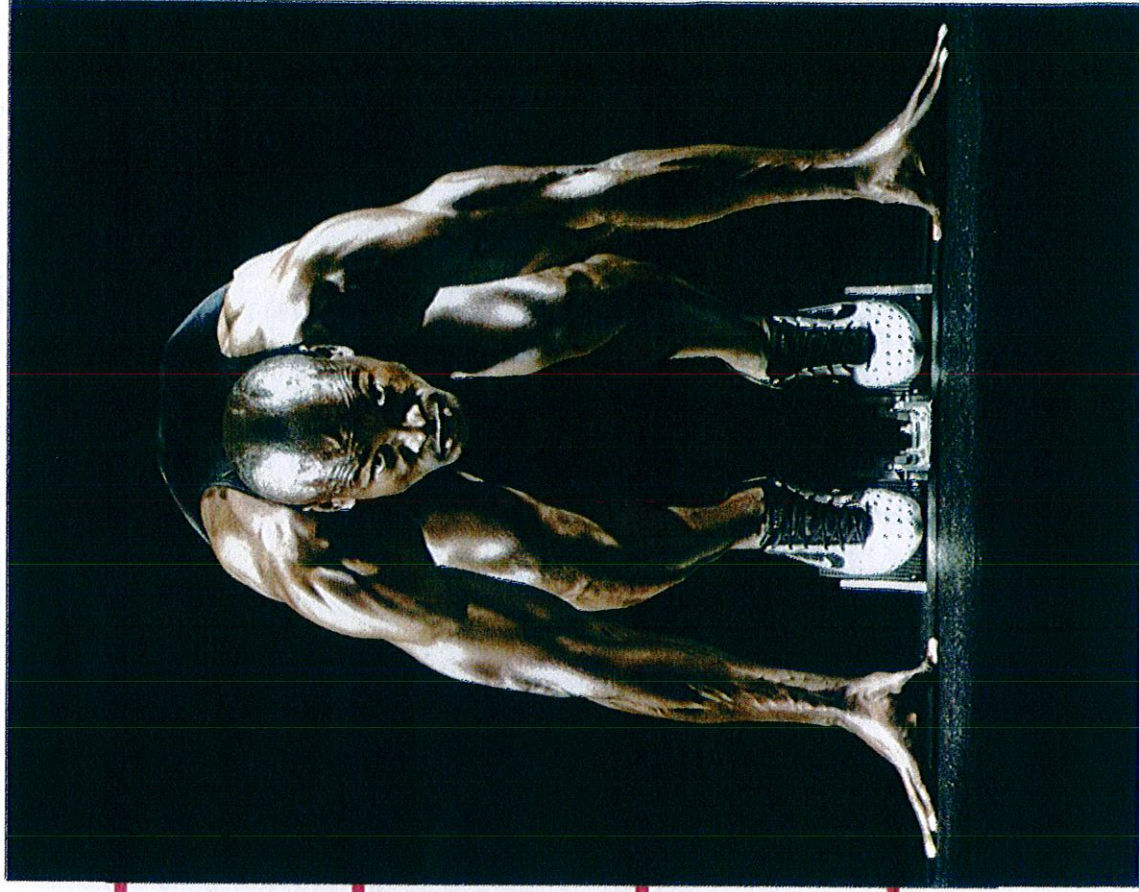
In an atmosphere of honesty and transparency, we come through on the promises we make to one another as well as those we make to our customers.

## Teamwork

All of us – everyone who works for BSN SPORTS in any capacity – works closely together to help one another take full advantage of all opportunities.

## Resourcefulness

We will provide our customers with the best and most Game Changing Solutions at all times, no matter what it takes.







## **ADDENDUM I – IFB 5-0000077**

**TITLE: Sports Apparel**

**Re: Term of Contract**

**IFB Statement:** The term of this contract shall be for three years from \_\_\_\_\_ - \_\_\_\_\_.(date BOE approves)

**Correction:** The contract will be for an initial 4 (four) years. The BOE may extend the contract for an additional 2 (years), depending on the relationship.