

TIPS VENDOR AGREEMENT

Between GARED HOLDINGS, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200204 Sports, Activity Equipment and Related Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal on the annual agreement award date for two (2) additional one (1) year terms if both parties agree. TIPS may or may not exercise the one-year extensions beyond the base three-year term and whether or not to offer the extensions is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time

after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please

contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment,

from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-

compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200204 Sports, Activity Equipment and Related Services

Company Name Gared Holdings, LLC

Address 9200 E 146th Street

City Noblesville State IN Zip 46060

Phone 317-774-9840 Fax 317-774-9841

Email of Authorized Representative cporter@perfspots.com

Name of Authorized Representative Coy Porter

Title Inside Sales Manager

Signature of Authorized Representative 

Date 03/20/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200204 Addendum 1 Performance Sports Systems Supplier Response

Event Information

Number: 200204 Addendum 1
Title: Sports, Activity Equipment and Related Services
Type: Request for Proposal
Issue Date: 2/6/2020
Deadline: 3/30/2020 03:00 PM (CT)

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

Performance Sports Systems Information

Contact: Coy Porter
Address: 9200 E 146th Street
Noblesville, IN 46060
Phone: (800) 848-8034 x256
Email: cporter@perfsports.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Coy Porter

Signature

Submitted at 3/30/2020 2:12:35 PM

cporter@perfsports.com

Email

Requested Attachments

Vendor Agreement

200204_Vendor_Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200204_Agreement_Signature_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200204_Pricing_form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200204_Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

2019 PSS SWEETS EPUB SPREADS LR.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED PSS DISTRIBUTORS.pdf

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

GENERAL WARRANTY STATEMENT.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

Certificate of approval Gared Sports oct 2016 v2 2019.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

PSS Black Logo with website.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM_rev111819RP (1).pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) For over 90 years, PSS has been providing the architectural community with superior athletic equipment focused on safety, quality, and customer satisfaction. We are happy to share our experience, innovative design solutions, and industry knowledge to help you develop an incredible play environment. Industry Innovation - First to develop the 42" backboard and created the industry's first backstop safety strap. Customized Solutions - Design consultation and facility layout planning to create the best play environment for the user. Safety Tested Products - FIBA and DSA tested and approved. Experienced Engineering Team - Focused on engineering safe and quality products with complete customer satisfaction. Manufacturing Excellence - Team of certified welders, powdercoat finishes, and in-house laser cut fittings. Product Documentation - Revit Models and 3D renderings provided for architects and bid packages. Trained Staff - Knowledgeable Project Managers with field experience are dedicated to your project from conception to completion and beyond.
6	Primary Contact Name Primary Contact Name <input type="text" value="Coy Porter"/>

7	Primary Contact Title Primary Contact Title <input type="text" value="Inside Sales Manager"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="cporter@perfsports.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8008488034"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Don Carle"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Manager"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="dcarle@perfsports.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8008488034"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Mary Witte"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="mwitte@garedholdings.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="80084848034"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Coy Porter"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="orders@perfsports.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8008488034"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.perfsports.com"/>
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25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="9200 E 146th Street"/>
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27	Primary Address City Primary Address City <input type="text" value="Noblesville"/>
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28	Primary Address State
	Primary Address State (2 Digit Abbreviation)
<input type="text" value="IN"/>	

29	Primary Address Zip
	Primary Address Zip
<input type="text" value="46060"/>	

30	Search Words:
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
<input type="text" value="Basketball, volleyball, soccer, ceiling suspended units, wall mounted units, portable units"/>	

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?</p> <input type="text" value="Yes"/>

32	Yes - No
	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:
(A) has its principal place of business in Texas;	
OR	
(B) employs at least 500 persons in Texas?	
This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.	
<input type="text" value="No"/>	

33	Company Residence (City)
	Vendor's principal place of business is in the city of?
<input type="text" value="Noblesville"/>	

3 4	Company Residence (State) Vendor's principal place of business is in the state of? <input type="text" value="Indiana"/>
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3 5	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. <input type="text" value="10%"/>
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3 6	TIPS Administration Fee By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.
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3 7	Yes - No Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. <input type="text" value="Agreed"/>
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3 8	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? <input type="text" value="Yes"/>
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3 9	Years experience in category of goods or services Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. <input type="text" value="90"/>
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Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

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Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

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Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

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NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4 4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 5 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 6 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4 7 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 8 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

2 Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 **2 CFR PART 200 Contracts**

3 Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 **2 CFR PART 200 Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

60 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
1 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
2 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6 **Indemnification**

3

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

6 **Remedies**

4

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6 **Remedies Explanation of No Answer**

5

6
6 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6
7 **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
8 **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

6
9 **Infringement(s) Explanation of No Answer**

7
0 **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

7
1

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

7
2

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

4 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

5 Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company’s position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company’s failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

7
6

Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

7
7

Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

7
8

Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

7
9

Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

8
0

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

**8
1** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**8
3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

**8
4** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

90 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Warsaw Community School Corporation	Jim LeMasters	jlemasters@warsawschools.org	574-527-4668
Ujamaa Construction	Les Bates	LBates@ujamaaconstruction.com	(708) 955-8174
McHugh Construction	Rick Locasto	rlocasto@mchughconstruction.com	(312) 296-1145
Edina Public Schools	Eric Hamilton	Eric.Hamilton@edinaschools.org	(952) 848-3999
New Brighton School District	Mark Gibbs	mgibbs@isd282.org	(612) 706-1012
University of Minnesota – Twin Cities Campus	Jeff Seifriz	seifr001@umn.edu	(612) 624-7559
Rocori Public Schools	Brent Neisinger	neisingerb@rocori.k12.mn.us	(320) 685-4909
Kasson-Mantorville Public Schools	JJ Williams	jj.williams@komets.k12.mn.us	(507) 634-1172

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Gared Holdings, LLC DBA Performance Sports Systems

Name of company

Coy Porter, Inside Sales Manager

Printed Name and Title of authorized company officer declaring below the confidential status of material

9200 E 146th Street Noblesville IN 46060 800-848-8034

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 4/22/20

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Coy Porter Digitally signed by Coy Porter Date: 2020.04.22 10:40:45 -04'00' Date 4/22/20



LIMITED WARRANTIES WARRANTY

PERFORMANCE SPORTS SYSTEMS (the "Company"), warrants all its products (the "Equipment") against manufacturing defects as delivered. Many products are also covered for various lengths of time with limited or unconditional warranties stated in the description of the product. Limited warranties cover damage or failure from normal and intended use of the product, but not abusive activities. Unconditional warranties cover damage from any use of the product or activity. Deterioration of products due to weather or other causes that do not affect functional use are not covered by warranties. Warranties are valid only when product is used for the intended purpose and installed according to PSS instructions. Any alteration or modification of the product by the end-user voids any warranty. PSS shall not be liable for any incidental or consequential damages whatsoever. All merchandise is sold under these conditions, which no representative of the company can waive or change. Any product without an indicated warranty possess a 1-year limited warranty.

If you discover a defect in the materials or factory workmanship of the Equipment during the Warranty Period, you must promptly notify the company in writing. You must also include proof of purchase and purchase date, installation date or date of substantial completion. The Company will, at the Company's discretion, repair or replace the defective Equipment at no cost to you for material, shipping, and installation of the replacement product.

This warranty does not cover any loss or damage caused by (a) improper installation of the Equipment, (b) use of the Equipment for purposes other than which it was intended, (c) disasters such as fire, flood, wind, and lightning, (d) unauthorized alterations or modifications to the Equipment, or (e) any other abuse or misuse of the Equipment.

The Company's liability under this warranty is limited to the repair or replacement of defective Equipment. Your sole and exclusive remedy against the Company shall be for the repair or replacement, at the Company's discretion, of any defective Equipment as provided herein. ***IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING TO, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, ANY LABOR AND/OR OTHER INSTALLATION EXPENSES INCURRED IN CONNECTION WITH THE REPLACEMENT OF THE DEFECTIVE EQUIPMENT WARRANTED HEREUNDER, OR ANY OTHER INDIRECT DAMAGES WITH RESPECT TO LOSS OF REVENUE OR PROFITS.**

* Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

***ALL IMPLIED WARRANTIES WITH RESPECT TO THE EQUIPMENT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE WARRANTY PERIOD.** *Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No agent or representative of the Company or any other person has the authority to change or modify this warranty, either orally or in writing, in any respect.

This warranty gives you specific legal rights. Additional legal rights may vary state to state.



SPORTS EQUIPMENT PRODUCT CATALOG

DRIVE NATION SPORTS
FORT WORTH, TEXAS



WWW.PERTSPORTS.COM





WWW.PERFSports.COM





ENGINEERED QUALITY AND SUPERIOR MANUFACTURING FOR YOUR ARCHITECTURAL SHOWCASE

For over eighty-five years, PSS has been supplying the architectural community with superior athletic equipment focused on quality and customer satisfaction. Our innovative approach to gymnasium construction and design layout functionality provide designers unequalled options and solutions to accommodate the varying needs of sports facilities. Our philosophy of "going the extra mile" ensures our products surpass the expectations set by other sports equipment manufacturers and solidifies our position as a supplier of choice for athletic arenas today.

Our staff of engineers is dedicated to new product development, innovation, and continuous improvements, while making safety foremost in our product designs. We partner with local distributors to maintain high levels of customer contact, availability, and personal service and support. All of our dealers are product certified and required to use factory certified installers.

ORANGE ZONE FACTORY CERTIFIED MAINTENANCE PROGRAM:

PSS and our group of Local Dealers have teamed together to provide our customers an unequalled maintenance and service program. Dealers and their installers are trained and certified in the process of evaluating equipment conditions to identify any issues that may be of concern to the user. This service can be a one-time offering or a yearly contract can be negotiated. The Orange Zone program ensures your investment is maintained to perform at the highest safety levels for the protection of users and personnel and to provide years of worry free play. In addition, we have a corporate commitment to source products that are friendly to the environment and we manufacture products using reclaimed material when available.



WWW.PERFSPORTS.COM



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**CUSTOM BASKETBALL BACKSTOPS
ADJUSTABLE MAST HANGER**

Engineered hangers designed for strength and safety at critical attachment points provide unequalled performance and reliability.

CHANNEL SUPPORT

4" structural steel top spreader supports our welded frames design allowing the weight of the backstop to assist with the locking of the brace.

OFFSET DESIGN

Our vertical support mast has an offset design allowing the weight of the backstop to assist with the locking of the brace.

FULLY WELDED FRAME

All single post designs under 31" incorporate a 6 5/8" diameter vertical support mast with fully welded frame for maximum rigidity. The mast is stabilized by rectangular tube side sway braces welded to the support channel and the mast. The sways are precision cut to match up perfectly to the vertical mast and horizontal top channel.

DIRECT GOAL ATTACHMENT

All designs incorporate a direct goal mount feature to distribute all stress or load on the goal directly to the vertical support mast. Basketball backstops utilizing this feature are backed by a lifetime backboard warranty.

POWDERCOAT FINISH

All steel has a high quality baked on powdercoat finish. Semi-gloss is our standard color, custom colors available. Colors shown below.

We offer many options to provide each facility designer choices to best meet the needs and requirements of their customer. Our engineers have developed high performance equipment with structural integrity and versatility for all levels of competition.



**TESTED STRUCTURAL DESIGN STRENGTHS:
UNEQUALLED STRENGTH AND SAFETY**

FIBA Certification - All single post backstops have been tested and approved by FIBA, meeting the requirements of stability and safety. Contract No. NP36-2007

SEISMIC TESTING

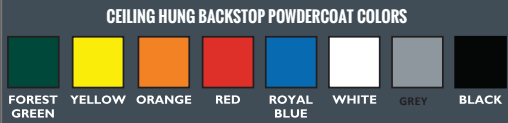
Our equipment and hardware design have been approved by the state of California, meeting or exceeding all seismic testing requirements.

OVERHEAD DESIGN HARDWARE

Clean overhead designs are built to accommodate many building conditions, while providing the strength to support the load of the equipment and the stress caused by years of competitive use.



1. 50% MORE WELD THAN THE COMPETITION
2. 1" WIDE BEARING SURFACE, TWICE AS MUCH AS THE COMPETITION
3. 1/2" DIAMETER NON-ROTATING PIN
4. 7/8" DIAMETER FORGED STEEL THREADED HANGER



FIBA (Fédération Internationale de Basketball) hereby declares, by means of certification, that GARET'S CEILING SUSPENDED MODELS 3102, 3103, 3104, 3105, 3106, 3107, 3108, 3109, 3111, 3115 fulfill the Competition Level II standards specified in the latest edition of the Equipment & Venue Approval Programme and PSS is therefore qualified as an OFFICIAL TECHNICAL PARTNER. (CONTRACT NUMBER: P04-2015)

ORANGE ZONE™ SINGLE POST CEILING STRUCTURES PRODUCT GUIDE

MODEL NUMBER	MODELS 3103/3102/3102HD	MODELS 3105/3104/3104HD	MODELS 3107/3106/3106HD	MODELS 3109/3108/3108HD	MODEL S 3111/3110/3110HD
STRUCTURE					
DESIGN APPLICATION	Best for facilities with adequate space behind the backboard to brace the structure and no obstructions or clearance issues in front of the structure. This design offers maximum clearance above the court.	Great choice for those facilities with clearance issues over the court that will not allow front fold design, yet offers adequate space behind the backstop to allow rear folding for storage.	Best used in facilities designed without adequate space behind the backstop structure for rear bracing, and with no clearance issues over the court for front bracing to fold forward and up for storage.	This model is the perfect solution for the fieldhouse or gymnasium with large amounts of equipment, and limited space behind the backboard and/or other conditions that don't allow front fold, but still require folding the backstop up to a stored position.	Non-folding design with ceiling brace for those projects not requiring backstops to be moved and will not allow bracing to the wall.
BRACE DIR	REAR BRACED	REAR BRACED	FRONT BRACED	SIDE BRACED	FRONT OR REAR CEILING BRACED
FOLD DIR	FORWARD FOLD	REAR FOLD	FORWARD FOLD	SIDE FOLD	STATIONARY
MAST TYPE	SINGLE	SINGLE	SINGLE	SINGLE	SINGLE
MAXIMUM & MINIMUM HEIGHT RESTRICTIONS BY MODEL					
31' MAX, 18' MIN	3103	3105	3107	3109	3111
32' MIN	3102/3102HD	3104/3104HD	3106/3106HD	3108/3108HD	3110/3110HD
MAST CONSTRUCTION BY MODEL					
WELDED	3103	3105	3107	3109	3111
CLAMPED	3102, 3102HD	3104/3104HD	3106/3106HD	3108/3108HD	3110/3110HD
MODEL NUMBER	MODELS 3205/3204/3204HD	MODEL 3305	MODEL 3207, 3206, 3206HD	MODEL 3209/3208/3208HD	MODELS 3115/3114/3114HD
STRUCTURE					
DESIGN APPLICATION	A bent single post rear braced rear folding design which reduces the space required behind the backstop for the brace.	A compact design that utilizes a track system to move the backstop forward as it is raised up and back great for those facilities lacking space for a standard backfold and clearance issues for a standard front fold backstop.	A bent single post front braced forward fold design which reduces the space required in front of the backboard for the brace.	A bent single post side braced side folding design which reduces the space required to the side of the backstop for the brace.	Non-folding backstop design with rear wall brace for those projects not requiring backstops to be moved. Maximum distance from wall to face of backboard is 14'.
BRACE DIR	BENT REAR BRACED	REAR BRACED	BENT FRONT BRACED	BENT SIDE BRACED	REAR CEILING, REAR WALL BRACED
FOLD DIR	REAR FOLD	ROLL FOLD	FORWARD FOLD	SIDE FOLD	STATIONARY
MAST TYPE	SINGLE	SINGLE	SINGLE	SINGLE	SINGLE
MAXIMUM & MINIMUM HEIGHT RESTRICTIONS BY MODEL					
31' MAX, 18' MIN	3205	3305	3207	3209	3115
32' MIN	3204, 3204HD		3206/3206HD	3208/3208HD	3114/3114HD
MAST CONSTRUCTION BY MODEL					
WELDED	3205	3305	3207	3209	3115
CLAMPED	3204, 3204HD		3206/3206HD	3208/3208HD	3114/3114HD

WHEN CHOOSING THE RIGHT WALL MOUNT FOR YOUR FACILITY, THERE ARE SEVERAL FACTORS TO CONSIDER

INCLUDING: Pre-existing structures or equipment, facility gymnasium space, condition of facility walls and budgetary constraints. Our telescopic, modular design allows installation ease and quick shipping. PSS offers a full line of basketball wall mounts to customize your space for an optimal and safe play environment.



THREE-POINT WALL MOUNT

PSS'S THREE-POINT WALL MOUNT SYSTEM provides the strongest wall mount structure available for facilities with budget constraints • Incorporates direct-goal attachment that transfers the load of heavy play through the backboard to the structure • 5/0 upper safety chains with heavy malleable turnbuckles provide additional support • Telescopic design allows for complete adjustability and ease of installation • Structural wood mounting pads included • Mounting hardware provided by others • Board and goal are not included unless wall mount package is purchased • Not compatible with 60" front mount or rear mount backboards • Height adjuster is optional.

2350 SERIES: THREE POINT STATIONARY WALL MOUNT SERIES

WEIGHT: VARIES, TRUCK, FREIGHT CLASS 70, 48 HOUR SHIP

- Stationary non-folding unit
- Standard extension length available: 2' - 12'

FOUR-POINT WALL MOUNT SERIES

PSS FOUR-POINT WALL MOUNT SYSTEMS incorporate four point attachment for backboards with 36" x 63" or 20" x 35" mounting centers • 5/0 upper safety chains with heavy malleable turnbuckles provide additional support • Telescopic design allows for complete adjustability and ease of installation • Structural wood mounting pads included • Mounting hardware provided by others • Board and goal are not included unless wall mount package is purchased • Not compatible with 60" front mount backboards • Height adjuster is optional.

2300 SERIES: FOUR-POINT STATIONARY WALL MOUNT SERIES

WEIGHT: VARIES, TRUCK, FREIGHT CLASS 70, 48 HOUR SHIP

- Stationary non-folding unit
- Offers the ability to mount around any obstructions
- Offers a direct goal attachment when height adjuster is purchased.
- Standard extension length available: 2'-12'
- Custom extension lengths of 13'-16' available - allow 4-6 weeks for delivery.

2400 SERIES: FOUR-POINT FOLD UP WALL MOUNT SERIES

WEIGHT: VARIES, TRUCK, FREIGHT CLASS 70, 48 HOUR SHIP

- Stores in fold-up vertical, compact position against wall to prevent interference with other court activities.
- In play position, unit locks into stationary 4 point position.
- Includes manual winch with crank handle; electric hoist and safstop are optional.
- Offers a direct goal attachment when height adjuster is purchased.
- Standard extension length available: 4'-12'.



2500 SERIES: FOUR-POINT SIDE FOLD WALL MOUNT SERIES

WEIGHT: VARIES, TRUCK, FREIGHT CLASS 70, 48 HOUR SHIP

- Stores in side fold, horizontal position against wall to prevent interference with other court activities.
- In play position, unit locks into stationary four point position.
- Allow 14"-18" between wall mount in stored position and wall, depending on extension length.
- Offers a direct goal attachment when height adjuster is purchased
- Standard extension length available: 4'-12'



FIBA (Fédération Internationale de Basketball) hereby declares, by means of certification, that WALL MOUNTED MODELS 2300-9124, 2400-9124, 2500-9124, 2500-1416 fulfill the Competition Level II and WALL MOUNTED MODELS 2300, 2400 AND 2500 fulfill the Competition Level III standards specified in the latest edition of the Equipment & Venue Approval Programme and PSS is therefore qualified as an Official Technical Partner. (Contract Number: P04-2015)

At PSS, we love basketball! No one knows basketball better than us. For almost a century, our dedication to the sport keeps us constantly innovating and improving our equipment - for the safety of the players, and to better the game itself. It's no surprise that we have the most comprehensive selection of basketball equipment and accessories in the industry - for every budget, skill level, and play setting! With PSS being the undisputed leader in the design and manufacturer of elite basketball products for over 90 years, you can trust that our basketball backboards, rims, padding, and training aids are the strongest and most dependable on the market today.

VISIT WWW.PERFSports.COM TO VIEW OUR COMPLETE LINE OF 40 BACKBOARDS AND 30 RIM PRODUCTS!

ALUMINUM FRAMED GLASS BACKBOARDS

Exceeding our competitor's aluminum framed board 650 lb pressure breaking point - GARED'S ALUMINUM FRAMED BACKBOARD SERIES is the strongest in the industry and relieves the worries of rusting • In addition, GARED'S elite aluminum OuterLimit Pro backboards have never broken - even under the pressure of two decades of play in NBA arenas • Our aluminum framed line includes regulation and pro level 42" x 72" and 48" x 72" backboards • All backboards meet NCAA, NAIA & NFHS specifications • GARED'S LIMITED LIFETIME & 10 YEAR WARRANTIES cover all aluminum-framed glass backboards.

AFRG42: 42" X 72" REGULATION ALUMINUM FRAMED GLASS BACKBOARD

LIMITED LIFETIME WARRANTY, 4" X 5" HOLE SPACING, WEIGHT: 184 LBS. (84 KGS.) TRUCK, FREIGHT CLASS 85, 24 HOUR SHIP

AFRG48: 48" X 72" REGULATION ALUMINUM FRAMED GLASS BACKBOARD

LIMITED LIFETIME WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 203 LBS. (93 KGS.) TRUCK, FREIGHT CLASS 85, 24 HOUR SHIP

LXP4200: 42" X 72" REGULATION STEEL FRAMED GLASS BACKBOARD

LIMITED LIFETIME WARRANTY, 4" X 5" HOLE SPACING, WEIGHT: 201 LBS. (98 KGS.) TRUCK, FREIGHT CLASS 85, 24 HOUR SHIP

OUR CELEBRATED COLLEGIATE SERIES OF GOALS can be found in almost every facility around the world • Superbly constructed, the 2000+, 2500 & 2500I stand-up to the rigors of power players - making them our most popular line of rims • Each rim features an effective positive lock mechanism duplicating precision fly-back action dunk after dunk • The best-selling 2000+ offers the ease of net installation with its no-tie net attachment • The 2500 & 2500I tube-tie net attachments helps prevent hand injury • Due to their universal backplates, the collegiate goal series seamlessly fits on any size glass backboard.

2000-: COLLEGIATE 2000 BREAKAWAY GOAL WITH NYLON NET

4 YEAR LIMITED WARRANTY, 4" X 5" HOLE SPACING, WEIGHT: 25 LBS. (12 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE

2500-: TOURNAMENT BREAKAWAY GOAL WITH NYLON NET

4 YEAR LIMITED WARRANTY, 4" X 5" HOLE SPACING, WEIGHT: 25 LBS. (12 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE



AFRG42



2000+



SAFEGUARD YOUR PLAYERS WITH PRO-MOLD® BOLT-ON BACKBOARD PADDING.

PMCE PRO-MOLD BACKBOARD PADDING offers an unmatched combination of softness to touch, yet durability to last • Better yet, GARED'S padding passes the flexibility test - you can bend it and the corners won't tear unlike our competitors product • With an array of 16 vibrant colors, we cover a component of every institution's school color scheme • Our padding will universally fit any 72" backboard with a 2" channel • Our bolt-on padding's installation is simple with the included durable bolt hardware and sag-resistant center rod • One pad kit protects one backboard, order a pair for a court • Padding meets all FIBA, NCAA, NBA, NFHS & CSCS specifications.

PMCE: GARED PRO-MOLD® BACKBOARD PADDING

10 YEAR LIMITED WARRANTY, WEIGHT: 10 LBS/EACH (5 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

STEEL BACKBOARDS

GARED'S STEEL LINE OF BACKBOARDS are ideal for unsupervised and urban play environments • Steel provides an unyielding foundation for your outdoor system • Although the rebound effect of steel is the least similar to glass, the sturdiness of the material will stand up to the toughest competition • Our line of steel backboards feature every standard shape and size.



1245T

FRONT-MOUNT FAN-SHAPE STEEL BACKBOARDS provides the strongest backboard available for rugged playground use • 12 gauge steel shell with white powdercoat finish and optional screened target and border • Keyhole slots are positioned at 20" vertically by 35" horizontal centers for mounting • Features reinforced mounting points, including 2 safety mount holes, to reduce vibration • Compatible Mounting: Ceiling & Wall Mounted systems, Gooseneck & Straight-Arm Posts • Orange Zone™ Recommended Rims: 8550, 5500, 8800, 7550, 240, 39WO • For indoor or outdoor use.

1245: 35" X 54" FRONT-MOUNT FAN-SHAPE STEEL BACKBOARD WITH WHITE POWDERCOAT FINISH

10 YEAR LIMITED WARRANTY, 4 1/2" X 5" HOLE SPACING, WEIGHT: 83 LBS. (38 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1245T: 35" X 54" FRONT-MOUNT FAN-SHAPE STEEL BACKBOARD WITH ORANGE TARGET

10 YEAR LIMITED WARRANTY, 4 1/2" X 5" HOLE SPACING, WEIGHT: 83 LBS. (38 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

Our durable **RECTANGULAR STEEL BACKBOARDS** are built strong for rugged playground use • 12 gauge steel shell with white powdercoat finish and optional target and border • Constructed with an integral reinforcing steel channel on reverse side for mounting and increased board support • 20" x 35" mounting centers for attaching board to structure • Capable of direct mounting with integral keyhole slots to permanently attach board to post and allow for goal replacement without removing board • Compatible Mounting: Gooseneck & Straight-Arm Posts • Orange Zone™ Recommended Rims: 8550, 5500, 8800, 7550, 240, 39WO • For indoor or outdoor use.

1260: 42" X 60" RECTANGULAR STEEL BACKBOARD WITH WHITE POWDERCOAT FINISH

10 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 112 LBS. (51 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1260B: 42" X 60" RECTANGULAR STEEL BACKBOARD WITH ORANGE TARGET & BORDER

10 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 122 LBS. (55 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1272: 42" X 72" RECTANGULAR STEEL BACKBOARD WITH WHITE POWDERCOAT FINISH

10 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 131 LBS. (60 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1272B: 42" X 72" RECTANGULAR STEEL BACKBOARD WITH ORANGE TARGET & BORDER

10 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 131 LBS. (60 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1270: 48" X 72" RECTANGULAR STEEL BACKBOARD WITH WHITE POWDERCOAT FINISH

10 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 147 LBS. (67 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1270B: 48" X 72" RECTANGULAR STEEL BACKBOARD WITH ORANGE TARGET & BORDER

10 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 147 LBS. (67 KGS.) TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

FAN-SHAPE ALUMINUM BACKBOARDS are the perfect solution for those concerned with backboard longevity • Constructed of casted aluminum, our backboards provide a light-weight alternative for every indoor and playground setting • To help eliminate rim replacement injuries, our backboards feature two additional mounting holes to hold the backboard in place.

FEATURES:

- Front-Mount rim compatible
- 20" x 35" mounting pattern
- 12 reinforced mounting points
- Threaded inserts
- Safety mounting holes
- Natural and powdercoat finishes available

1701: 35 1/2" X 54" FAN-SHAPE ALUMINUM BACKBOARD WITH BRUSHED FINISH

LIMITED LIFETIME WARRANTY, 4 1/2" X 5" HOLE SPACING, WEIGHT: 49 LBS. (23 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP

1750: 35 1/2" X 54" FAN-SHAPE ALUMINUM BACKBOARD WITH WHITE POWDERCOAT FINISH

LIMITED LIFETIME WARRANTY, 4 1/2" X 5" HOLE SPACING, WEIGHT: 49 LBS. (23 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP

1750B: 35 1/2" X 54" FAN-SHAPE BACKBOARD ALUMINUM BACKBOARD WITH ORANGE TARGET AND BORDER

LIMITED LIFETIME WARRANTY, 4 1/2" X 5" HOLE SPACING, WEIGHT: 49 LBS. (23 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP



1272B



1270



1750B



1000

FRONT-MOUNT FIXED GOALS

Understanding the anatomy of a Front-Mount fixed rim is the first step in choosing the correct fit for your needs • A fixed rim is comprised of 4 basic components: ring, bracing, net attachment and back-plate • As you add rings, ring diameter and strengthen bracing, you are building a stronger rim • Most of our **FIXED GOALS** are double-ringed rims, with various levels of bracing • All rims feature universal backplates and ship with an outdoor quality net • While all of our fixed goals feature universal hole patterns, we do not encourage putting fixed rims on glass backboards.

The 240 & 140 **FRONT-MOUNT SUPER GOALS** offer affordable, yet superior playground performance • 18" double rings • 5/8" top ring & 1/2" bottom ring • Dual 1/2" x 15" bracing • No-tie net attachment for installation ease • Includes net & hardware.

240: SUPER GOAL WITH NYLON NET

2 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 18 LBS. (9 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE

140: SUPER GOAL WITH SCN CHAIN NET

2 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 19 LBS. (9 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE



39WO

The 39WO & 4039 **INSTITUTIONAL FRONT-MOUNT GOALS** are the best selling, economical, multi-use stationary goals • 18" single ring • 5/8" ring • Single 5/8" x 15" bracing • No-tie net attachment for installation ease • Includes GGN nylon net & hardware.

39WO: INSTITUTIONAL GOAL WITH NYLON NET

1 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 13 LBS. (6 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE

4039: HIGH STRENGTH INSTITUTIONAL GOAL WITH NYLON NET

3 YEAR LIMITED WARRANTY, 5" X 5" HOLE SPACING, WEIGHT: 13 LBS. (6 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE



The **NARROW CHANNEL BACKBOARD PADDING** fits rectangular fiberglass, steel and wood backboards • Attaches to bottom of backboards with brushed on adhesive, no bolting required • High-density open cell foam rubber pad • Mitered corners for exact fit • Extends 18" up on each side of a backboard • Meets NCAA and NFHS specifications • For indoor use • Available in grey only.

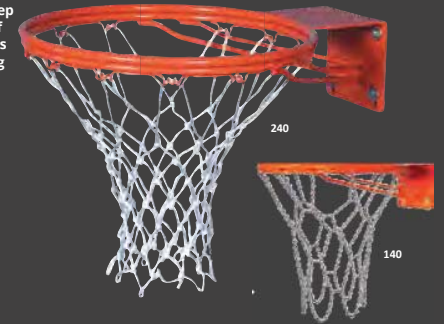
NCE-PR: NARROW CHANNEL BACKBOARD PADDING

1 YEAR LIMITED WARRANTY, WEIGHT: 14 LBS./PAIR (7 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP



CE

NCE



240

140

Sporting an accordion-like breakaway action, the **SCHOLASTIC FLEX RIM** is a great alternative to a facility needing an institutional quality breakaway rim without a positive lock mechanism • Superiorly constructed, the **1000 BREAKAWAY FLEX GOAL** fits perfectly in every setting from playground to elementary courts to recreational facilities • The Scholastic rim's no-tie attachment and universal backplate make it the most compatible option for any play situation.

1000: SCHOLASTIC FLEX BREAKAWAY GOAL WITH NYLON NET

2 YEAR LIMITED WARRANTY, 4" X 5" HOLE SPACING, WEIGHT: 23 LBS. (11 KGS.) GROUND COURIER SERVICE, 24 HOUR SHIP GUARANTEE



HEIGHT ADJUSTERS

Bring all ages into the game and make your facility user friendly to even the youngest players, giving them the ability to compete at heights that are fair and fun for them • Our height adjusters lower your backboards to any height between 8' and 10' • The goal height indicator is located on the unit for accurate adjustment • All of our height adjusters feature direct goal attachment to transfer any stress and load from the goal to the backstop's structure instead of depending on the backboard for support • Please note, adding PSS's height adjuster to an existing basketball structure may affect the court dimensions.

1130: MANUAL SINGLE POST HEIGHT ADJUSTER SERIES
2 YEAR LIMITED WARRANTY, WEIGHT: 73 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1170: ELECTRIC SINGLE POST HEIGHT ADJUSTER SERIES
• 1158 Hardwire kit is required for operation, not included in 1170
2 YEAR LIMITED WARRANTY, WEIGHT: 84 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1140: MANUAL DUAL POST HEIGHT ADJUSTER SERIES
2 YEAR LIMITED WARRANTY, WEIGHT: 73 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1180: ELECTRIC DUAL POST HEIGHT ADJUSTER SERIES
2 YEAR LIMITED WARRANTY, WEIGHT: 84 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP



1179: MANUAL TO ELECTRIC HEIGHT ADJUSTER CONVERSION KIT

Manual height adjusters can be converted to electric by adding a motor kit • This can be done on location.

UNIQUE FEATURE

Spring activated manual locking mechanism is designed to lock the rod in place eliminating any "drifting" of the backboard height on all manual height adjusters • (Patent 8043174)

MANUAL AAG	ELECTRIC AAG	TYPE OF ATTACHMENT
1131	1171	Basic adjust-a-goal (no mounting brackets)
SINGLE POST BACKSTOPS		
1132	1172	Single post adjust-a-goal for 6 5/8" diameter single post for rectangular backboard with 63" x 36" board mounting; includes basic adjust-a-goal and kits 1408 & 4404
1133	1173	Single post adjust-a-goal for 6 5/8" diameter single post for fan-shape backboard with 35" x 20" board mounting; includes basic adjust-a-goal and kits 1408 & 4405
1134	1174	Single post adjust-a-goal for rectangular backboard with 63" x 36" board mounting, single post other than 6 5/8"; includes basic adjust-a-goal and kit 4404. Does not include aag to post mtg • parts • (for custom size posts)
1135	1175	Single post adjust-a-goal for fan-shape backboard with 35" x 20" board mounting, single post other than 6 5/8"; includes basic adjust-a-goal and kit 4405. Does not include aag to post mtg • parts • (for custom size posts)
DUAL POST BACKSTOPS		
1142	1182	Adjust-a-goal for 3 1/2" diameter dual post for rectangular backboard with 63" x 36" board mounting; includes basic adjust-a-goal and kits 3513 & 4404
1143	1183	Adjust-a-goal for 3 1/2" diameter dual post for rectangular backboard with 35" x 20" board mounting; includes basic adjust-a-goal and kits 3513 & 4405
1144	1184	Adjust-a-goal for 2 3/8" diameter dual post for rectangular backboard with 63" x 36" board mounting; includes basic adjust-a-goal and kits 2108 & 4404
1145	1185	Adjust-a-goal for 2 3/8" diameter dual post for rectangular backboard with 35" x 20" board mounting; includes basic adjust-a-goal and kits 2108 & 4405
WALL MOUNTED BACKSTOPS		
1146	1186	Adjust-a-goal for PSS wall mounts for rectangular backboard with 63" x 36" board mounting; includes basic adjust-a-goal and kits 5741 & 4404
1147	1187	Adjust-a-goal for PSS wall mounts for rectangular backboard with 35" x 20" board mounting; includes basic adjust-a-goal and kits 5742 & 4405
NON-STANDARD AND NON-SINGLE POST BACKSTOPS		
1148	1188	Adjust-a-goal for rectangular backboard with 63" x 36" board mounting; non-standard non-single post; includes basic adjust-a-goal and kits 4404
1149	1189	Adjust-a-goal for fan-shape backboard with 35" x 20" board mounting; non-standard non-single post; includes basic adjust-a-goal and kits 4405

THE ELECTRIC HOIST is the most convenient way to raise and lower your gymnasium equipment • Direct drive with no dangerous belts or pulleys • Utilized for ceiling and swing up wall mounted basketball backstops • High-strength metal gears • Hardened steel worm gear is captured to take on radial and thrust loads • Our winch is specified to continuously run at the maximum rated load of 1250 lbs/ 566 kilograms for the motors rated duty cycle of 20 minutes without sustaining any gear damage. Our tests show that metal gears consistently outperform other materials under strenuous conditions, especially plastic • Limit switch makes setting the limits a breeze for installers • Once set properly, the limit switch will not lose its critical settings due to vibration or environmental conditions • Powerful, instantly reversing 3/4 HP motor (UL listed) is governed to stall at 14 amps • Large grooved drum ensures long cable life and proper coiling • Basic cable care ensures a long, safe life • That's why we machine precise grooves in our drum and include a tension roller to guarantee correct cable tracking, even in slack conditions • Positive locking in the double reduction worm gear drive that provides for a strong hold under load • Sealed gear case with precision ball bearings and a premium seal for a lifetime of maintenance-free operation • Supplied with single key switch and stainless steel cover • Electrical contractor shall supply all conduit, wiring, junction boxes and other components not listed above • UL Listed.



1194: ELECTRIC HOIST WITH KEY SWITCH
5 YEAR LIMITED WARRANTY, WEIGHT: 73 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

1197: ELECTRIC HOIST WITH WIRELESS REMOTE RECEIVER
5 YEAR LIMITED WARRANTY, WEIGHT: 77 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP



THE MANUAL WINCH is engineered and built for high strength and durability for those facilities on a budget • Heavy-duty capacity for 1,000 lb loads • Grooved drum for accurate winding, with a constant pressure roller preventing the cable from climbing the drum ends • Efficient 40:1 worm gear ratio • Precision thrust bearings provide smooth operation under load • Maintenance-free gear case offers a lifetime of lifting without hassle • Optimized cable routing close to the wall to reduce stress to the winch mounts during use to ensure a long and safe cable life • Supplied with wood buck for mounting to wall and removable handle for operation.

- Precision interlocking steel frame for rigidity and precise alignment
- Semi-enclosed, self lubricating worm gear with load rating of 1000 lbs.
- Grooved drum, for accurate winding, with a constant pressure roller preventing the cable from climbing the drum ends
- Braking is provided by double self-locking worm gearing with a passive uni-directional brake
- Winch is supplied with a cover and mounted directly to the wall

• Winch is supplied with a removable handle with a free turning sleeve that provides an easy, no friction grip.

1123: MANUAL WINCH
5 YEAR LIMITED WARRANTY, WEIGHT: 36 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP



The SAFSTOP SAFETY LOCKING STRAP is the industry standard for overhead gymnasium safety • Protect your facility with a tested product designed to catch a backstop in the slight chance of winch or cable failure • The Safstop Safety Strap is uniquely manufactured using a multi-pawl design with inertia plate to promote safety in your gymnasium • Attaches to a fixed position on your ceiling or wall mounted backstops to prevent the apparatus from falling if the unit should fail • Universal mounting clamp allows for installation parallel or 90 degrees to the backboard • Positive locking steel pawls simultaneously engage the teeth in the all-steel plate housing

1100: SAFSTOP SAFETY LOCKING STRAP
5 YEAR LIMITED WARRANTY, WEIGHT: 20 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP

The PORTABLE ELECTRIC WINCH WINDER is the most economic means to power all up fold backstops with manual winches installed • Buy only one portable winch winder and use it for any number of backstops • Features reversing switch enabling the backstop to be raised or lowered without disengaging winder • Geometric right angle drive allows for easy handling • Winch winder has heavy-duty single-phase 115-volt motor.

1119: PORTABLE ELECTRIC WINCH WINDER
1 YEAR LIMITED WARRANTY, WEIGHT: 26 LBS, TRUCK, FREIGHT CLASS 70, 24 HOUR SHIP





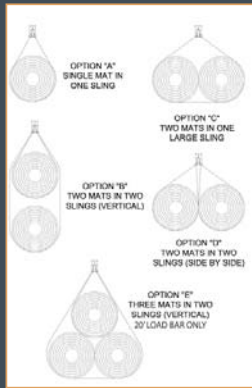
MAT STORAGE & CARRIER SYSTEMS

The traveling MODEL 4095 MAT CARRIER SYSTEM offers all of the same features as our standard system, but with the advantage of mobility • Allows mats to be raised and transported for ceiling level storage or transported to and from balcony or second level storage areas • Optional sling configurations same as stationary model, plus the ability to transport three 14' x 42' mat sections in an oversize single sling • The stationary MODEL 4090/4091 MAT STORAGE SYSTEM easily stores 1 or 2 mats at ceiling level • Optional sling configurations will store one 42' to 45' mat in a single sling, two 42' mats in one large single sling or two 42' mats in two individual slings, stacked either vertically or horizontally • Operated by 2 horsepower, 208/220 volt, 60 cycle, single or three phase or 460/480V/60 HZ, 3-phase instant reverse motors • Features 50-1 industrial C-face inline helical gear speed reducer and a 20 ft./lbs electric brake • Please specify voltage, phase, and sling type.



MAT HOIST MODEL	TYPE OF LOAD BAR	OPTION	MOVEMENT DIRECTION
4090-A	40' Single Load Bar	A	Stationary Mat Hoist
4090WM-A	40' Single Load Bar	A	Stationary Mat Hoist
4090-DS-B	40' Double Load Bar	B	Stationary Mat Hoist
4090WM-DS-B	40' Double Load Bar	B	Stationary Mat Hoist
4090-DS-C	40' Double Load Bar	C	Stationary Mat Hoist
4090-DS-D	40' Double Load Bar	D	Stationary Mat Hoist
4091-DS-E	20' Double Load Bar	E	Stationary Mat Hoist
4096-A	40' Single Load Bar	A	Forward Moving Mat Hoist
4096-DS-B	40' Double Load Bar	B	Forward Moving Mat Hoist
4096-DS-C	40' Double Load Bar	C	Forward Moving Mat Hoist
4096-DS-D	40' Double Load Bar	D	Forward Moving Mat Hoist
4095-DS-E	20' Double Load Bar	E	Forward Moving Mat Hoist
4097-DS-E	14' Double Load Bar	E	Mini Stationary Mat Hoist
4098-A	40' Single Load Bar	A	Side Moving Mat Hoist
4098-DS-B	40' Double Load Bar	B	Side Moving Mat Hoist
4098-DS-C	40' Double Load Bar	C	Side Moving Mat Hoist
4098-DS-D	40' Double Load Bar	D	Side Moving Mat Hoist

MODEL 1109 MAT STORAGE LOCK Safety system to prevent free-fall of mat slings due to cable or hoist gearbox failure • Any sudden surge of speed shall instantly lock and hold the sling in any position.

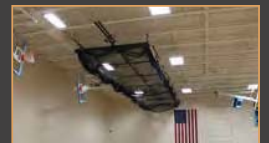


INDOOR SPORT CAGES

MODEL 4080 MULTI SPORT CAGES are electrically operated practice cages that conveniently suspend from the ceiling structure • Offered in standard sizes listed below, custom sizes are available to fit your facility needs • Drive shaft raises and lowers the system powered by our curtain hoist • Square mesh with Velcro® corners on sidewall to be raised for entry and exit on all multi-sport nets • Standard net color is black • Radius pipe on top of the net is custom.



CAGE MODEL	TYPE OF CAGE	SIZE	NET MODEL	NET SIZE	MESH SIZE	MESH COLOR
4080-70	Multi-Sport	12'H x 12'W x 70'L	4087	12'H x 12'W x 70'L	3/4" Square	Black
4080-55	Multi-Sport	12'H x 12'W x 55'L	4086	12'H x 12'W x 55'L	3/4" Square	Black



MODEL 4080BL BOTTOM LIFT MULTI SPORT CAGES are electrically operated sports cages that suspend from the ceiling • The bottom of the cage netting is automatically lifted to the top frame, eliminating the need to manually drape the net over the frame before lifting • Nylon straps hold the top frame at a preset height above the floor during use • Double cable spools uniformly pull up each side of the lower cage batten frame to within 1'-9" of the structure.

CAGE MODEL	TYPE OF CAGE	SIZE	NET MODEL	NET SIZE	MESH SIZE	MESH COLOR
4080BL-70	Multi-Sport	12'H x 12'W x 70'L	4087	12'H x 12'W x 70'L	3/4" Square	Black
4080BL-55	Multi-Sport	12'H x 12'W x 55'L	4086	12'H x 12'W x 55'L	3/4" Square	Black



Our MODEL 4075 INDOOR CEILING SUSPENDED THROWING CAGE is a top quality unit for use in facilities where frequent indoor track and field set-up is required • This product meets all USF and NCAA requirements for indoor throwing cages • The net is constructed of 600lb test (minimum), #72 knotted nylon.

The HAMMER THROW DOOR FRAME SYSTEM is comprised of two vertical frame members hinged at the truss connection point to allow the frames and wing doors to fold as a single unit • Frames are 4" square heavy wall tubing, extended to the floor in the down position to support doors in the proper position for the event • Frames are folded into the stored position by means of 1/4" galvanized aircraft cable on each vertical frame using a 3/4 HP double drum electric hoist • The net is constructed of 600lb test (minimum), #72 knotted nylon.

The REAR CAGE FRAME is constructed of 1.9" O.D. heavy wall tubing featuring a cross spreader spans the perimeter of the cage to maintain a 5' distance required by the NCAA rule • The frame is raised to the overhead storage position by means of six 1/8" galvanized aircraft cables routed through swivel pulleys to a central drive pipe • The drive system is powered by a 3/4 HP electric motor • The net is constructed of 600lb test (minimum), #72 knotted nylon.

4050 CENTER-DRIVE DIVIDER CURTAIN

The **CENTER DRIVE CURTAIN** offers the same great features as our Top Roll Curtain but goes a step further by eliminating the need for large rollers and extensive overhead attachment • Unique design uses internal tubular motors and a counterweight that eliminates the need for costly extension arms with straps connected at the upper structure to resist the torque of the motor.

FEATURES:

- Easy installation and low maintenance.
- Clean design with no belts or cables.
- Offers maximum clearance with a 14" profile.
- Fast operation at 26ft/min.
- Includes internal motor brake.
- No rollers.



4020 FOLD-UP DIVIDER CURTAIN

The **FOLD-UP CURTAIN** provides a cost-effective solution for dividing your gym space.

FEATURES:

- Easy installation.
- 1HP electric operation – key switch, key pad, wireless remote.
- Includes easy-to-adjust independent cast aluminum drums.
- Curtain material is 19 oz or 22 oz vinyl lower section and 9oz upper section.
- Vinyl-coated mesh upper section includes welded seams and fully padded batten with no exposed hardware.
- 2-3/8" diameter centerline continuous drive shaft is designed for even curtain balance and load distribution.
- Optional curtain lock safety device locks drive shaft if speed exceeds 1-1/2" per second.
- Straight or curve design available.



4040XL TOP-ROLL DIVIDER CURTAIN

The **TOP-ROLL CURTAIN** features a low profile, making it a smart choice for facilities with height clearance issues.

FEATURES:

- Easy installation and minimal maintenance required.
- Clean design with no belts or cables.
- Includes internal motor brake.
- Maximum clearance with a 14" profile.



4030 ROLL-UP DIVIDER CURTAIN

The **ROLL-UP CURTAIN** features the automatic operation of a fold-up curtain with a clean, cable-free design.

FEATURES:

- Curtain rolls on the 3-1/2" diameter bottom batten for a smooth, wrinkle-free surface when rolled and stored.
- Curtain is driven with 4" wide black polyester webbing.
- Provides a compact 24" clearance in stored position.
- Optional curtain lock safety device locks drive shaft if speed exceeds 1-1/2" per second.



4025 PEAK-FOLD DIVIDER CURTAIN

The **PEAK-FOLD CURTAIN'S** unique design allows it to fold to the exact contour of sloped ceilings where creative use of space is required.

FEATURES:

- Equipped with 1/8" cables, spaced not more than 10' apart, ending in individual hoist drums.
- Custom-engineered variable diameter cable drums match individual cable travel to the ceiling slope.
- Hoist driven by 1HP, 115 VAC gear motor with overload thermal protection, single-keyed toggle key switch.
- No exposed hardware.



4013 WALK-DRAW DIVIDER CURTAIN

The **WALK-DRAW CURTAIN** is a track-style curtain that offers an economical option for facilities that do not require electric operation.

FEATURES:

- Easy installation and minimal maintenance required.
- Curtain moves by manual operation across a 1-7/16" wide enclosed galvanized steel track.
- Carriers are spaced no more than 12" apart with 1" diameter polyurethane wheels.
- Can be stored flat against a wall or in small corners of a facility.



Customize your divider with school pride by adding a PSS's customized **GRAPHIC** option.
GRAPHIC: ADD GRAPHICS TO DIVIDER CURTAIN ORDER

ORANGE ZONE™ GYMNASIUM DIVIDER CURTAIN PRODUCT GUIDE

MODEL NUMBER	MODEL 4050	MODEL 4040 XL	MODEL 4020	MODEL 4030	MODEL 4025	MODEL 4013
STRUCTURE						
DESIGN APPLICATION	Great for all facilities and especially for those with limited clearance height over volleyball courts.	Great for all facilities and especially for those with limited clearance height.	Great for all facilities, especially for those not concerned with clearance height issues.	Great for all facilities, especially for those with limited clearance height.	Great for facilities with pitched or sloped roof structure.	Great for facilities with wall space for stacking curtain when opened.
RECOMMENDED HEIGHT:	20' to 40'	15' to 36'	15' to 60'	15' to 30'	3:12 pitch or under	10' to 30'
RECOMMENDED WIDTH:	20' to 120'	20' to 130'	20' to 130'	20' to 120'	40' to 120'	10' to 80'
PLEASE NOTE: MAXIMUM CURTAIN WIDTH AND HEIGHT ARE DETERMINED BY THE WEIGHT OF THE STRUCTURE. ALL CURTAIN DIMENSIONS SHOULD BE SENT TO PSS FOR APPROVAL PRIOR TO SPECIFICATION CONSTRUCTION.						
STORAGE DIMENSION:	14"	13.5"	48" (varies)	36"	48" (varies)	10% of (Curtain width +10%)
AVERAGE RUN SPEED:	36 ft per min	18.4 ft per min	6.9 ft per min	8.3 ft per min	18.1 ft per min	N/A
STORAGE TYPE	Roll Up	Roll Up	Curtain Stack	Roll Up	Curtain Stack	Wall Stack

19 OZ. VINYL COLORS

9 OZ. MESH COLORS

22 OZ. VINYL COLORS

Actual colors may vary slightly from what appears published. Please contact us to obtain vinyl

SPEC DETECTIVE™

PSS is excited to introduce Spec Detective, our intuitive part number and specification tool.

PART NUMBER MATCH
Simply type in any manufacturer's part number, and we'll search our database to find the PSS comparable product, saving you the time and hassle of searching online to find the best sports equipment in the industry.

SPECIFICATION SEARCH
Looking for a complete resource for product information? Just type in a PSS part number and find everything you need, including specifications, CSI documents, REVIT files, installation manuals, warranties, product images, and more!

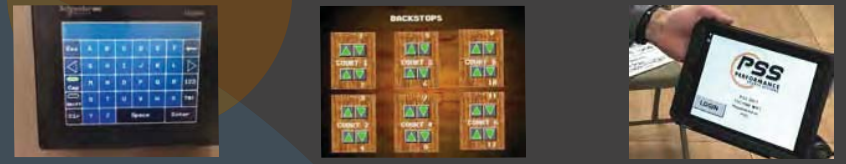
GROUP CONTROLLERS

TAKE BACK CONTROL OF YOUR GYMNASIUM EQUIPMENT WITH OUR TOTAL SYSTEM CONTROL (TSC) GROUP CONTROLLERS. OUR TSC OPTIONS GIVE FACILITY MANAGERS EQUIPMENT MOVEMENT CONVENIENCE WITH FINGER TIP CONTROL!



The TSC1500XLWIFI GROUP CONTROLLER gives the user the ability to manage their courts conveniently and efficiently, keeping their facility's daily programs running smoothly • Allows one touch operation of basketball backstops, divider curtains, lighting, scoreboards, PA systems or other electrically controlled equipment, now on your smart phone or tablet • This system adds mobility to our wall-mounted touch screen controller, allowing you to monitor your equipment as it operates throughout your gym • The innovative device eliminates the hassle of keeping track of multiple keys, and prevents wasted time setting up each device individually • Includes a single relay box capable of operating 12 devices, and is expandable up to 16 relay boxes until 192 devices are reached • The TSC1500XLWIFI uses an app with your tablet or smart phone showing the equipment layout for each court and any desired scenario of operation • Each device can be operated individually or simultaneously in any direction up or down • Password controlled to prevent unauthorized use • "Press and hold" button feature prevents authorized operator from walking away while equipment is in motion • Features auto shut-off after thirty seconds of non-use • Our WIFI is self contained in our system, eliminating potential downtime if the facility's system is not working • 5" touch screen is included if a smart phone or tablet is not available.

The TSC1500XL TOUCH SCREEN GROUP CONTROLLER unit allows one touch operation of any electrically controlled gymnasium equipment • The TSC1500XL includes a single relay box capable of operating 12 devices, and is expandable up to 16 relay boxes until 192 devices are reached • The system uses a 5.7" touch screen showing the equipment layout for each court and any desired scenario of operation • Each device can be operated individually or simultaneously in any direction up or down • Features manual control override with 15' cord, which is to be used at the relay panel as a back-up to the touch screen • The system is password controlled to prevent unauthorized use • "Press and hold" button feature prevents authorized operator from walking away while equipment is in motion • Features auto shut-off after thirty seconds of non-use.



The MODEL TSC1500 KEYPAD GROUP CONTROLLER is an economical option for the operation of basketball backstops, divider curtains, lighting, scoreboards, public address systems or just about any other electrically-operated equipment through a wall-mounted keypad • Unlike the more advanced TSC models, the TSC1500 does not require factory preset programming, so all functions can be conveniently programmed in the field • This system is a great low cost alternative for new or retrofit gymnasium installations • Features singular device operation and multiple device operation in groups of up to eight devices • Can control a maximum of 160 devices • Can handle a total of 75 possible moving groups and can operate 50 auxiliary devices • Includes power panel back up operating system and less electrical wiring is required • The device is passcode protected and no keys are required.





WALL PADDING

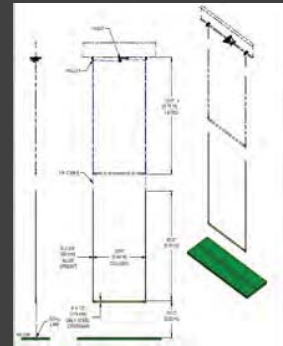
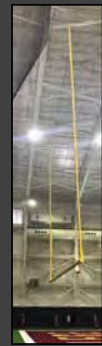
Our WALL PADDING protects players from contact in heavy play environments, such as behind basketball backstops and in wrestling rooms or workout areas • We offer a vast selection of padding choices, from walls to stages to custom structures • Our specifications meet or exceed the industry safety standards • All PSS wall padding is covered in 14 oz. polyester laminated vinyl that is rot, mildew, & fungus resistant and passes the rigorous ASTM E 84 flame resistance testing method required by today's stringent fire safety codes • Vinyl is fully wrapped over your choice of foam, and adhered to a 7/16" OSB board to provide a time-tested combination to keep your play area an impact safe zone.



I-BEAM PAD

	<p>STANDARD FOAM: POLYURETHANE FOAM is recommended for areas with less aggressive play or with safer distances to any possible impact risk • Constructed of all virgin material, polyurethane was one of the first foam selections offered for wall padding • With a density measuring 3 1/2 lbs., polyurethane is better suited for the light impact areas.</p>	<p>MODEL 4110 FLAT PADS MODEL 4310 CORNER PADS MODEL 4510 COLUMN PADS MODEL 4606 8" "I" BEAM PADS MODEL 4210 10" "I" BEAM PADS</p>
	<p>IMPACT FOAM: BONDED OR POLYETHYLENE FOAM is recommended for areas with high aggressive play and close to possible impact risk • Impact foams are comprised of two types of foam: 2" BONDED POLYURETHANE FOAM or our 2 1/4" POLYETHYLENE FOAM • Both foams are tested per ASTM F1292-09 testing methods and meet all the requirements of the ASTM F2440-11, which is the industry standard for impact.</p>	<p>MODEL 4120 FLAT PADS MODEL 4320 CORNER PADS MODEL 4520 COLUMN PADS MODEL 4608 8" "I" BEAM PADS MODEL 4610 10" "I" BEAM PADS</p>
	<p>FIRE RATED FOAM: NEOPRENE FOAM is a 5.0lb density foam produced utilizing low smoke polychloroprene latex compound making it the only choice when your entire pad assembly (foam, board, and vinyl) are required to meet the strenuous ASTM E84 Class "A" Fire code test • This foam selection creates a combination that meets even the most stringent of local fire codes!</p>	<p>MODEL 4130 FLAT PADS MODEL 4330 CORNER PADS MODEL 4530 COLUMN PADS</p>
	<p>XX-FIRM NEOPRENE FOAM is ideal for high impact and stringent fire code safety environments • Our XX-Firm 2" Neoprene Foam passed the ASTM E84 fire rating standards as well as the ASTM F1292-0.</p>	

	<p>NAIL LIP STANDARD ATTACHMENT is the perfect choice for permanently mounted padding • 1" nail lip at the top and the bottom of the pad provided for placement of building approved fasteners.</p>	<p>STANDARD ATTACHMENT</p>
	<p>"J" CHANNEL MOUNTING SYSTEM is ideal for those environments that require removal of padding on a very infrequent basis • Our "J" Channel system also provides the pads with a clean, finished look by utilizing an extruded aluminum channel at top and bottom of pad for attachment that is visible from the outside • Channels should be mounted to sound structure with attachment methods approved for building conditions</p>	<p>MODEL 4195</p>
	<p>"Z" CLIP MOUNTING SYSTEM is the solution for a secure but removable attachment method • Our "Z" Clip is mounted in two locations both to the wall and on the padding providing ease of removal and an attachment method that conceals all fasteners from site.</p>	<p>MODEL 4196</p>
	<p>ALUMINIUM CHANNEL WITH HOOK & LOOP FASTENER is the attachment choice for easily removable padding • This attachment method is concealed and allows for frequent removal of padding • System comes complete with three aluminum extruded channels and Velcro® hook for attachment to wall and either sewn or glued (for retrofit) Velcro loop on padding which creates a clean and secure attachment.</p>	<p>MODEL 4199</p>



MODEL FGP002 CEILING-HUNG RETRACTABLE FOOTBALL GOALPOSTS electrically retract up to the ceiling, allowing practice facilities and multi-sport gymnasiums to maximize their facility space. Each goalpost consists of an 18' 6" wide steel crossbar to meet collegiate football specifications, and 30' tall aluminum uprights. Goalposts are constructed with a 4-1/2" O.D. galvanized steel crossbar, which is 18' 6" wide to meet collegiate football specifications. Uprights are 2-3/8" O.D. heavy wall aluminum tubing, spanning 30' in height. Crossbar and uprights are powder-coated in white or yellow to withstand heavy play environments. Goalposts raise up to the ceiling with our 1194 electric hoist. Sold in pairs.



104

MODEL 104 HORIZONTAL LADDER is constructed of 1 5/8" diameter heavy wall tubing. Support frame is fastened to 2"x 6" wood boards sealed and varnished that are mounted to the wall. Ladder rungs are 1" diameter steel tubing. Includes grey powdercoat finish.



108

MODEL 108 ARM LADDER is constructed with 1 5/8" diameter heavy wall tubing. Support frame is fastened to 2"x 6" wood boards sealed and varnished are mounted to the wall on 22" centers. Grid rungs are 1" diameter steel tubing spaced 8" apart. Includes grey powdercoat finish.

MODEL 109 ADJUSTABLE HEIGHT CHIN UP BAR is constructed of steel frame rails and a welded steel movable bar structure. Bar is 1" diameter and shall adjust to four predetermined heights using keyhole slots. Includes grey powdercoat finish.



109



105

MODEL 105 PEG BOARDS are 2" thick hard wood finished with three coats of clear varnish. Two hand-grip pegs are furnished for each board. Pegboards are available in the following sizes: Advanced Elementary (24" x 24"), Junior/Senior HS (28" x 28"), Vertical HS (12" x 72"), and High School/Collegiate (31" x 31").



106

MODEL 106 GRID CLIMBER is constructed of 1 5/8" diameter heavy wall tubing. Support frame is fastened to 2"x 6" wood boards sealed and varnished that are mounted to the wall on 31 5/16" centers. Grid rungs are 1" diameter steel tubing. Includes grey powdercoat finish.

PORTABLE BASKETBALL BACKSTOPS

PSS isn't the premiere manufacturer of portable basketball backstops by accident. Our tradition of quality and innovation began on the drafting tables of our engineering team over 40 years ago, and we haven't looked back since! From our industry changing invention of the Hydra-Goal in 1980, the first ever arena portable system, to our recent introduction of the popular GARED Pro S spring-balanced competition portable, PSS has been continually revolutionizing the portable basketball market. Today, we are proud to offer a full line of competition portable basketball systems, many of which can be seen in professional arenas and NCAA Division 1, II & III schools across the U.S., as well as all over the globe. PSS offers a huge assortment of systems for every type of facility and play level! **VIEW OUR FULL LINE OF PORTABLE BASKETBALL BACKSTOPS AT WWW.PERFSports.COM!**

GARED PRO S: SPRING BALANCED COMPETITION PORTABLE

The GARED® PRO S is the finest engineered competition portable in the world using tension spring technology. The maintenance-free tension spring mechanism is designed for balanced and effortless lifting/lowering of the unit. Meets NCAA, NAIA, NFHS and NBA main court specifications and is approved by FIBA for high level international competition. Boom pad and floor anchoring system are included with the unit. Shot clock supports are sold separately. **10 YEAR LIMITED WARRANTY ON ALL PARTS, LIFETIME LIMITED WARRANTY ON BACKBOARD INCLUDED WITH THE UNIT, 5 YEAR LIMITED WARRANTY ON PRO-MOLD® PADS AND 4 YEAR ON BREAKAWAY GOAL.**

9618: GARED PRO S WITH 10' 8" BOOM

10' 8" BOOM FOR (3.25 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 3025 LBS. DEDICATED TRUCK

9618WL: GARED PRO S WITH 10' 8" BOOM & WHEEL LIFT

10' 8" BOOM FOR (3.25 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 3062 LBS. DEDICATED TRUCK

9616: GARED PRO S WITH 8' BOOM

8' BOOM FOR (2.45 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 2815 LBS. DEDICATED TRUCK

9616WL: GARED PRO S WITH 8' BOOM & WHEEL LIFT

8' BOOM FOR (2.45 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 2825 LBS. DEDICATED TRUCK



HOOPMASTER®: VERSATILE SPRING BALANCED PORTABLE BASKETBALL SYSTEM

This state-of-art portable basketball system uses the GARED tension spring technology for easy use and operation. The maintenance-free tension spring mechanism has been engineered for balanced and effortless lifting and lowering of the unit and the springs are concealed inside the base for safety and appearance. The Hoopmaster® is designed for main court play in university, high school and professional arenas. It is ideal for all side court play and it is approved by FIBA for level 3 international competition. **10 YEAR LIMITED WARRANTY ON ALL PARTS, LIFETIME LIMITED WARRANTY ON BACKBOARD INCLUDED WITH THE UNIT, 5 YEAR LIMITED WARRANTY ON PRO-MOLD® PADS AND 4 YEAR ON BREAKAWAY GOAL.**

9408: HOOPMASTER®8 WITH 8' BOOM

8' BOOM FOR (2.45 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 2405 LBS. DEDICATED TRUCK

9405: HOOPMASTER®5 WITH 5' BOOM

5' BOOM FOR (1.5 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 2392 LBS. DEDICATED TRUCK



HOOPMASTER® LT: THE PORTABLE OF CHOICE FOR SIDE COURTS, OUTDOOR COMPETITION AND INTRAMURAL PLAY

The traditional style of the GARED HOOPMASTER® LT offers more features and structural strengths than any similar size basketball portable backstop available on the market. A unique tension spring mechanism allows for effortless lifting and lowering of the unit. Adjustable at 8', 9' and 10' heights, the portable comes with an official size (42" x 72") shatter proof glass backboard, our original PRO-MOLD® backboard padding, and a positive lock breakaway goal. The base is fully padded on three sides with vinyl covered high density polyurethane foam. An anchoring system is included with the unit. Full weight with ballast 1700 lbs. (771 kgs). **10 YEAR LIMITED WARRANTY ON ALL PARTS, LIFETIME LIMITED WARRANTY ON BACKBOARD INCLUDED WITH THE UNIT, 10 YEAR LIMITED WARRANTY ON PRO-MOLD® PADS AND 4 YEAR ON BREAKAWAY GOAL. PLEASE NOTE: OUTDOOR USE AND STORAGE OF THE HOOPMASTER LT VOIDS WARRANTY. OUTDOOR USE REQUIRES GALVANIZED UPCHARGE FINISHING.**

9305: HOOPMASTER® LT WITH 5' BOOM

5' 6" BOOM FOR (1.68 M) PORTABLE BASKETBALL BACKSTOP
WEIGHT: 1700 LBS. DEDICATED TRUCK





THE SKYMASTER® ALLOWS FOR SETTING THE NET AT YOUR FINGERTIPS • Our ceiling-hung volleyball system eliminates the need for transporting volleyball equipment, while saving storage space • This innovative design allows you to electrically raise and lower your entire system up and out of the way of other court activities in just minutes! • Everything you need to play is included with the system, including upright pads and a premium net • Optional padded referee stand is available • The SkyMaster® can be custom-manufactured to meet the specific requirements of any facility and is available in one, two, or three-court configurations • 25 YEAR LIMITED WARRANTY ON STRUCTURE, 5 YEAR LIMITED WARRANTY ON WINCH ASSEMBLY.

SKYMASTER® CEILING-HUNG VOLLEYBALL SYSTEM FEATURES:

- 4" square powdercoated steel support structure
- 1HP dual drum direct drive electric hoist
- Rail system for net attachment provides infinite net height adjustment for volleyball, badminton, and tennis.
- Easy-to-operate ratchet winch with folding handle for safe adjustment
- Fully padded uprights
- Includes antennas, sideline markers, and cable covers
- Safety straps are included for added safety
- *OPTIONAL FEATURE: Electric Net Height Adjustment*

8001: SKYMASTER® ONE-COURT VOLLEYBALL SYSTEM

WEIGHT VARIES; TRUCK, FREIGHT CLASS 85, 6-8 WEEK SHIP AFTER FIELD DIMENSION VERIFICATION
 • (1) COMPETITION NET
 • (1) PAIR OF ANTENNAS AND SIDELINE MARKERS
 • (2) UPRIGHT SAFETY PADS

8001R: SKYMASTER® ONE-COURT VOLLEYBALL SYSTEM AND PADDED REFEREE STAND

WEIGHT VARIES; TRUCK, FREIGHT CLASS 85, 6-8 WEEK SHIP AFTER FIELD DIMENSION VERIFICATION
 • SAME AS ABOVE WITH PADDED REFEREE STAND

8002: SKYMASTER® TWO-COURT VOLLEYBALL SYSTEM

WEIGHT VARIES; TRUCK, FREIGHT CLASS 85, 6-8 WEEK SHIP AFTER FIELD DIMENSION VERIFICATION

8002R: SKYMASTER® TWO-COURT VOLLEYBALL SYSTEM AND PADDED REFEREE STAND

WEIGHT VARIES; TRUCK, FREIGHT CLASS 85, 6-8 WEEK SHIP AFTER FIELD DIMENSION VERIFICATION

Introducing our NEW SKYMASTER® SUSPENDED CEILING-HUNG VOLLEYBALL SYSTEM! This innovative system is constructed with uprights that are securely suspended in the air with almost 3 feet between the bottom of the post and the floor, making it ideal for competition play environments • Available with or without referee stand, and in one, two, and three-court configurations.

8101R: SKYMASTER® SUSPENDED ONE-COURT VOLLEYBALL SYSTEM AND PADDED REFEREE STAND

WEIGHT VARIES; TRUCK, FREIGHT CLASS 85, 6-8 WEEK SHIP AFTER FIELD DIMENSION VERIFICATION



6100 SYSTEM FEATURES

1. Heavy duty ratchet winch for smooth and easy net tension adjustment
2. Spring assist telescopic post for easy net height adjustment.
3. Winch handle that folds for added safety
4. Lightweight high strength 3.5" O.D. aluminum post
5. Adjustable foot pad for achieving precise height requirements

6100: 3 1/2" OD RALLYLINE™ SCHOLASTIC TELESCOPIC SYSTEM

Best-selling competition volleyball system with quick and easy set up with preset heights utilizing our unique pin-lock mechanism • The telescopic tube raises and lowers easily with the spring assist operation for men's, women's and junior's play • Our innovative top cap allows the winch strap to move effortlessly over the post for easy attachment to the net • The 3 1/2" O.D. telescopic uprights are constructed of a strong, yet lightweight anodized extruded aluminum for superior support and long life • Easy-to-operate ratchet winch sets net tension • New 3-point net attachment makes set up quick and easy • Bottoms of uprights feature adjustable, non-marking pads • Meets USVBA, NCAA, and NFHS competition specifications • 10 YEAR LIMITED WARRANTY ON UPRIGHTS AND 3 YEAR LIMITED WARRANTY ON WINCH ASSEMBLY, FLOOR SLEEVES AND COVERS

6100: SCHOLASTIC TELESCOPIC ONE-COURT VOLLEYBALL SYSTEM

WEIGHT: 153 LBS (70 KGS.), TRUCK, FREIGHT CLASS 100



6000 SYSTEM FEATURES

1. Heavy duty ratchet winch for smooth and easy net tension adjustment
2. Easy glide slide collars for infinite net height adjustment
3. Winch handle that folds for added safety
4. Lightweight high strength 3.5" O.D. aluminum post
5. Adjustable foot pad for achieving precise height requirements

6000: 3 1/2" OD RALLYLINE™ SCHOLASTIC MULTI-SPORT SYSTEM

Extremely versatile and economical aluminum volleyball system offering the most complete line of net sports all within one system • With easy to use slide collars, the net is infinitely raised and lowered to any height • Unique pin-lock mechanism allows posts to adjust to Men's (7' 11 5/8"), Women's (7' 4 1/8"), and Junior's (7') net heights • The 3 1/2" O.D. lightweight high strength aluminum posts with anodized finish provide dependable performance and years of worry-free use • Bottoms of uprights feature adjustable, non-marking pads • Meets USVBA, NCAA, and NFHS competition specifications • 10 YEAR LIMITED WARRANTY ON UPRIGHTS AND 3 YEAR LIMITED WARRANTY ON WINCH ASSEMBLY, FLOOR SLEEVES AND COVERS

6000: SCHOLASTIC ONE-COURT VOLLEYBALL SYSTEM

WEIGHT: 122 LBS (55 KGS.), TRUCK, FREIGHT CLASS 100



5100 SYSTEM FEATURES

1. Engraved height settings on each post
2. Stop pin for fast adjustment of net height
3. Cable holds pin securely to post
4. Heavy duty ratchet winch for smooth and easy net tension adjustment
5. Winch handle that folds for added safety
6. Internal spring assist for easy net height adjustment
7. 3" O.D. steel uprights
8. Adjustable foot pad for achieving precise height requirements

5100: 3" OD OMNISTEEL™ SCHOLASTIC TELESCOPIC SYSTEM

Steel competition volleyball system offers a traditional design with unmatched strength and support for all levels of volleyball play • Durable 3" O.D. telescopic steel posts include a sleek black powdercoat finish • Features hassle-free net height adjustment with our pin-lock mechanism for men's, women's, and Juniors net heights • Engraved markings on telescopic post indicate height • Internal spring system keeps telescopic post from free falling inside the base post when the pin lock is removed • Net Glide System easily glides the net cable over the post to the ratchet winch for tensioning • Meets USVBA, NCAA, and NFHS competition specifications, LIMITED LIFETIME WARRANTY ON UPRIGHTS AND 3 YEAR LIMITED WARRANTY ON WINCH ASSEMBLY, FLOOR SLEEVES AND COVERS

5100: 3" OD OMNISTEEL™ ONE-COURT VOLLEYBALL SYSTEM

WEIGHT: 186 LBS (85 KGS.), TRUCK, FREIGHT CLASS 100

PLEASE VISIT WWW.PERFSports.COM FOR COMPLETE VOLLEYBALL PRODUCT COURT OPTIONS INCLUDING GO COURT PORTABLE SYSTEMS.

VISIT WWW.PERFSports.COM FOR COMPLETE SPECIFICATIONS AND PRODUCT INFORMATION

CALL PSS 317-774-9840, OPTION 2 • FAX 317-774-9841 • INFO@PERFSports.COM



VOLLEYBALL UPRIGHT SAFETY PADDING

protects players from injury during play • 6' high pads are comprised of 1-3/4" thick urethane foam covered in 14-oz. vinyl-coated nylon • See color chart for color availability • Meets NCAA, NFHS, and International specifications.

6010: VOLLEYBALL UPRIGHT SAFETY PAD (SPECIFY COLOR)

10 YEAR LIMITED WARRANTY, WEIGHT: 8 LBS (4 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP, FOR STOCK COLORS

6020: VOLLEYBALL CENTER UPRIGHT SAFETY PAD (SPECIFY COLOR)

10 YEAR LIMITED WARRANTY, WEIGHT: 8 LBS (4 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP, FOR STOCK COLORS

REFEREE STANDS AND PADDING

Our versatile REFEREE PLATFORM is designed for use with any system and will function as fixed or free standing • "V" brackets allow attachment directly to your post via Velcro® straps • Legs are fully height adjustable with protective end caps on bottom • Two non-marring wheels allow easy transport to and from storage area • Optional safety padding available.

6446: REFEREE STAND

1 YEAR LIMITED WARRANTY, WEIGHT: 68 LBS (31 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

6448: COLLAPSIBLE REFEREE STAND

1 YEAR LIMITED WARRANTY, WEIGHT: 68 LBS (31 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP



REFEREE STAND SAFETY PADDING is constructed of dense foam covered with reinforced vinyl for maximum protection • Velcro® attachment allows for quick and easy set up • See chart for color availability • Meets NCAA, NFHS, and International specifications.

6040: REFEREE STAND SAFETY PAD 1 YEAR LIMITED WARRANTY, WEIGHT: 12 LBS (5 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP (FOR STOCK COLORS)



VOLLEYBALL EQUIPMENT STORAGE CART will quickly and easily store up to six volleyball uprights, referee stand and pads • The convenient basket also holds net, antennas and balls • Non-marring casters roll easily for convenient transport into storage area in one trip.

6295: VOLLEYBALL EQUIPMENT STORAGE CART

WEIGHT: 70 LBS (32 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

PICKLEBALL

PSS has everything you need for one of the fastest growing sports in the country! • Our sleeved system is a smart choice for indoor facilities requiring pickleball and badminton play on a single system • The portable system allows for convenient transport in storage bag, making it perfect for leagues and recreational use • All systems include two powdercoated posts and an official 21' net • Sleeved system includes two sleeves with cover plates.

PKLBDMNT: INDOOR SLEEVED PICKLEBALL AND BADMINTON SYSTEM

WEIGHT: 75 LBS (34 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

PKLBIG: OUTDOOR SLEEVED PICKLEBALL SYSTEM

WEIGHT: 92 LBS (42 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

PKLBPORTLT: PORTABLE PICKLEBALL SYSTEM

WEIGHT: 24 LBS (11 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP



PKLBIG

VOLLEYBALL FLOOR SLEEVES are constructed of heavy-gauge steel for increased support of volleyball uprights in indoor facilities • Allow uprights to be removed and stored out of the way of other court activities • Designed for use with floating and non-floating synthetic floors • Choose 4", 3 1/2", or 3" inside diameter, depending on your facility's requirements.

6405: 4" O.D. X 12" DEEP FLOOR SLEEVE

WEIGHT: 7 LBS (3 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

6400: 3 1/2" O.D. X 10" DEEP FLOOR SLEEVE

WEIGHT: 8 LBS (4 KGS.), GROUND COURIER SERVICE, 24 HOUR SHIP

6404: 3" O.D. X 9" DEEP FLOOR SLEEVE

COVER PLATES are constructed of a durable brass or chrome alloy with a concealed hinge for covering existing floor sleeves • All attachment screws are concealed when cover plate is in closed position, allowing for a completely flat and safe playing surface • Standard cover plates have a 5" O.D. with a total diameter of 6 1/4" • Oversized cover plates have a 6 5/8" O.D. with a total diameter of 8" • Please reference chart for cover plate size and finish.

ABOVE FLOOR SLEEVES are used with floor anchors when floor will not accept traditional in ground floor sleeves • T-type base provides superior support and eliminates the need for dangerous cables or rigid supports • Anchor included; choose from four floor anchors styles • Compatible with all GARED volleyball systems.

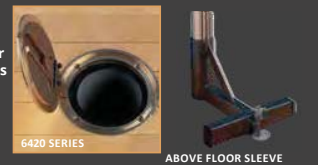
BOLT-ON SECOND STORY FLOOR SLEEVE ADAPTER allows for standard floor sleeves on every level of your facility • Unit bolts to underside of concrete or beam and allows for normal installation of floor sleeves • Constructed of 6 5/8" O.D. heavy-gauge steel and .156 wall tubing and steel channels for ultimate support and stability • Adapter measures 6" O.D. and is for use with all sleeves • Compatible with all GARED volleyball systems.

CUSTOM BASE ADAPTERS allow your facility to upgrade to GARED volleyball systems without the added expense of replacing your existing floor sleeves • Custom-designed to retrofit virtually any floor sleeve • Specify the diameter and depth of your existing floor sleeve when ordering.

FLOOR ANCHORS allow installation of above floor sleeves for existing facilities where access or floor structure is not ideal for installation of in ground floor sleeves • Anchors are installed flush with top of playing surface to allow for safe play • Choose from four anchor types, depending on the type of specialty flooring of your facility.

FLOOR ANCHORS, SEE CHART FOR WEIGHTS, GROUND COURIER SERVICE, 24 HOUR SHIP

MODEL#	STYLE	FLOOR TYPE APPLICATION	WEIGHT (LBS)	WEIGHT (KGS)
1015-12-00	Style B	Wood over concrete	1	.5
1026-12-00	Style BX	3 1/4" Anchor wood over concrete	1	.5
1020-12-00	Style C	Concrete or synthetic	1	.5
9112	Style E	Wood resting on sleeper or metal clip	1	.5



INDOOR BADMINTON

SLEEVE-TYPE BADMINTON SYSTEM is ideal for competition or recreational use • Constructed of 1 1/2" square steel-tubed uprights, powdercoated white for durability • Designed to be installed into permanent floor sleeves for easy removal when not in use • Includes adjustable foot pad to set net height.

6619: ONE-COURT SLEEVE-TYPE BADMINTON SYSTEM

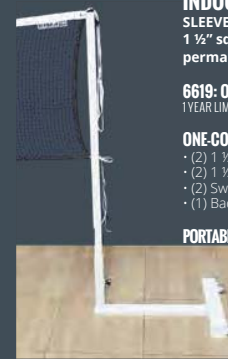
1 YEAR LIMITED WARRANTY, WEIGHT: 40 LBS (18 KGS.), TRUCK, FREIGHT CLASS 85, 48 HOUR SHIP

ONE-COURT BADMINTON SYSTEM INCLUDES:

- (2) 1 1/2" square badminton uprights
- (2) 1 1/2" square floor sleeves
- (2) Swivel brass cover plates
- (1) Badminton net

PORTABLE BADMINTON SYSTEM is a versatile alternative to sleeve-type badminton systems •

Constructed of 1 1/2" square steel-tubed uprights, powdercoated white for durability • Weighted base with T-bar keeps posts rigidly in place • Solid rubber castors allow quick and easy transport in and out of storage area • Center uprights available for multi-court configurations.



6631: ONE-COURT PORTABLE BADMINTON SYSTEM WITH 60LB BASE

1 YEAR LIMITED WARRANTY, WEIGHT: 150 LBS (68 KGS.), TRUCK, FREIGHT CLASS 85, 48 HOUR SHIP

BLEACHERS, BENCHES & SITE AMENITIES

You can count on PSS's trusted reputation and years of manufacturing expertise, as our site and field amenities have been specifically designed and rigorously tested to stand up to demanding athletes, unpredictable weather conditions, and daily exposure to the general public. Contact PSS today to put the finishing touches on your park, outdoor venue, or sports field that will be sure to impress the crowd!



RB0315



GSNB1021WA



LEILA ROBINSON NETBALL COURT - KINGSTON, JAMAICA
GSNB0115-5WA



BE08PTW5



FIELD SPORTS EQUIPMENT

Developed by the same experienced engineering team as our highly regarded basketball line, PSS field sports products were created with the basic needs of coaches and players in mind - safety, ease of assembly, and tons of standard features. And now with the fastest lead times in the industry and an even bigger selection of products and accessories than ever before, there's no reason why you should shop anywhere else for your facility's soccer, lacrosse, and football needs!



FOOTBALL STRIKER SOCCER GOAL



LG200



PLAYGROUND & OUTDOOR BASKETBALL EQUIPMENT

At PSS, we believe recreational areas, public parks, and other outdoor venues are just as important as indoor facilities in developing the game of basketball. In addition, your outdoor equipment must be able withstand harsh weather elements, possible vandalism, and constant exposure to rigors of demanding public play. No need to worry, because our PSS's complete line of outdoor basketball systems provides unparalleled strength, durability, and peace of mind when you need it most - whether you need a full court set up for a local park, or just shooting hoops in your own backyard!



335



PK6091



GP105G72
OPTIONAL POLE PAD SHOWN

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PERFORMANCE SPORTS SYSTEMS

PSS FEATURED FACILITIES



FOLEY EVENT CENTER - FOLEY, ALABAMA
HOOVER SPORTS COMPLEX - HOOVER, ALABAMA
DRIVE NATION SPORTS - DALLAS, TEXAS
ZIONSVILLE HIGH SCHOOL - ZIONSVILLE, INDIANA
WESTERN STATE UNIVERSITY - GUNNISON, COLORADO
BLUE VALLEY REC CENTER - OVERLAND PARK, KANSAS
TOWN AND COUNTRY SPORTS & HEALTH CLUB - WILDER, KENTUCKY
ST. JOHNS PREP - DANVERS, MASSACHUSETTS
SALEM UNIVERSITY - SALEM, MASSACHUSETTS
ATLANTA HIGH SCHOOL - ATLANTA, GEORGIA
SAGINAW VALLEY STATE - UNIVERSITY CENTER, MICHIGAN
CORNING-PAINTED POST HIGH SCHOOL - CORNING, NEW YORK
DEKALB YMCA - AUBURN, INDIANA
FRANKLIN HIGH SCHOOL - PORTLAND, OREGON
ST. LAWRENCE COLLEGE - KINGSTON, ONTARIO, CANADA
ST. CLOUD APOLLO HIGH SCHOOL - ST. CLOUD, MINNESOTA
WAUNAKEE INTERMEDIATE SCHOOL - WAUNAKEE, WISCONSIN
ABILITIES CENTRE - WHITBY, ONTARIO, CANADA
ASHBURY COLLEGE - OTTAWA, ONTARIO, CANADA
HIGHLANDS RECREATION CENTER - LARGO, FLORIDA
UNIVERSITY OF NORTH DAKOTA - GRAND FORKS, NORTH DAKOTA
ROBERT S. ALEXANDER HIGH SCHOOL - DOUGLASVILLE, GEORGIA
BENTON RIVER CENTER - BENTON, ARKANSAS
CITY WAY YMCA - INDIANAPOLIS, INDIANA
NORTHWEST HIGH SCHOOL - SPRINGFIELD, OHIO
WESTFIELD HIGH SCHOOL - WESTFIELD, INDIANA

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