



TERREBONNE PARISH CONSOLIDATED GOVERNMENT



P.O. BOX 2768 • HOUMA, LOUISIANA 70361
985-868-5050 • WWW.TPCG.ORG

INVITATION TO BIDDERS

Electronic bids will be received on **December 6, 2023** by the Terrebonne Parish Consolidated Government (TPCG) Purchasing Division submitted through Central Auction House (CAH). Bid submittals will be accepted until 2:00 P.M. CST at which time bids will be retrieved from the CAH site and read aloud in the TPCG Purchasing Division Conference Room at 301 Plant Road Houma, LA 70363.

Bid documents are posted on <http://www.centralauctionhouse.com/rfp.php?cid=65>. To view, download, receive bid notices by e-mail and submit a bid, you must register with CAH. For information about the electronic submittal process and registration fees, contact Bobby Callender with CAH at 225-810-4814

Bid 23-WHSE-84 Purchase of New/Unused Recreation Equipment for Warehouse Inventory (6 Month Requirements Contract)

Specifications and bid documents are on file at the TPCG Purchasing Division, 301 Plant Road, in Houma, Louisiana and posted on the Terrebonne Parish web site at http://www.tpcg.org/index.php?f=purchasing&p=bid_opportunities. Documents may be obtained for review by prospective bidders in the aforementioned manner; however, vendors must submit their bids electronically through CAH.

Please contact Chantel Comardelle, Warehouse Supervisor, at 985-873-6768 or ccomardelle@tpcg.org with regard to the specifications or Gina Bergeron, Procurement Specialist III, at 985-985-580-7272 or gbergeron@tpcg.org with regard to any clarifications or information about bid submittal requirements.

The Terrebonne Parish Consolidated Government (TPCG) reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

 /s/ Gordon E. Dove
Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Publish: November 20th & 27th 2023
To Courier: November 15, 2023

REQUIREMENTS AND INSTRUCTIONS FOR BIDDERS FOR

Bid 23-WHSE-84 Purchase of New/Unused Recreation Equipment for Warehouse Inventory (6 Month Requirements Contract)

Please Read Carefully

GENERAL: The Terrebonne Parish Consolidated Government (TPCG) is soliciting bids to establish firm prices for recreation equipment for team sports for warehouse inventory. Delivery shall be made as needed throughout the contract period as required by the TPCG Warehouse Division located at 301 Plant Road, Houma, Louisiana 70363.

COPIES OF BIDDING DOCUMENTS: A single complete set of Bidding Documents may be obtained as set forth in the Invitation to Bidders.

Complete sets of Bidding Documents shall be used in preparing Bids; Owner shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Owner, in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the work and do not confer a license or grant for any other use.

INTERPRETATIONS AND ADDENDA: All questions about the meaning or intent of the Bidding Documents are to be directed to Gina Bergeron, Procurement Specialist III as set forth herein. Interpretations, clarifications, or modifications considered necessary by Gina Bergeron, Procurement Specialist III in response to such questions will be issued by Addenda and posted to the CAH (<http://www.centralauctionhouse.com/rfp.php?cid=65>) site.

Bidders shall promptly notify Gina Bergeron, Procurement Specialist III at 985-580-7272 or via email at gbergeron@tpcg.org of any ambiguity, inconsistency, or error that may be discovered upon examination of the Bidding Documents. Bidders requiring clarification or interpretation of any of the Bidding Documents shall make a written request to Gina Bergeron, Procurement Specialist III at the aforementioned email address.

All requests pertaining to questions about the meaning or intent of the Bidding Documents received less than seven days prior to the date for opening of Bids may not be answered unless, in the opinion of Gina Bergeron, Procurement Specialist III, the ambiguity in the Bidding Documents is so significant that it may necessitate postponement of the Bid date and issuance of an addendum to respond to the Bidder's request.

Any interpretation, clarification, correction, or modification to the Bidding Documents shall be only by a written addendum and posted to the CAH site. Interpretations, clarifications, corrections, or modifications made by any other manner shall not be binding and shall not be relied upon by Bidders. Addenda shall be transmitted in accordance with Louisiana Bid Law.

Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER. **Prior to submittal of bids, each Bidder shall ascertain that he has received all addenda issued. Failure by a Bidder to acknowledge each individual addendum shall render that Bidder's Bid non-responsive.**

SUBSTITUTE MATERIAL AND EQUIPMENT OR "OR EQUAL" ITEMS: Any product or service bid shall conform to all applicable federal and state laws and regulations and the specifications contained in the solicitation.

Whenever materials or equipment are specified or described in the Bidding Documents by using the name of a certain brand, make, supplier, manufacturer, or definite specification; the naming or specification of the item is only intended to denote the quality standard of the item desired and to convey and establish the general style, type, character and quality of material, equipment or product desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and that equivalent products may be acceptable.

Bidder must specify the brand and model number of the product offered in his / her bid. Bids not specifying brand and model numbers shall be considered as offering the exact products specified in the solicitation.

PREPARATION AND SUBMISSION OF BIDS: Bids shall be electronically submitted to the CAH site by the time indicated in the Invitation to Bidders.

Bid pricing and product model/stock/part numbers shall be inserted in the proper fields provided on the CAH site. All accompanying documents must be uploaded to the site by the bid opening time and date herein.

The following items are to be uploaded as an attachment with each bid:

- Completed Official Bid Form Section "A"
- Official Bid Form Section "B" with delivery times inserted
- **Signature Authorization (Required by ALL Bidders) Written evidence of the person signing the bid shall be provided at the time of bidding, in accordance with LA R.S. 38:2212(B)(5) as follows:**

(a) The signature on the bid is that of any corporate officer listed on the most current annual report on file with the secretary of state, or the signature on the bid is that of any member of a partnership, limited liability company, limited liability partnership, or other legal entity listed in the most current business records on file with the secretary of state.

(b) The signature on the bid is that of an authorized representative as documented by the legal entity certifying the authority of the person.

(c) The legal entity has filed in the appropriate records of the secretary of state of this state an affidavit, resolution, or other acknowledged or authentic document indicating

the names of all parties authorized to submit bids for public contracts. Such document on file with the secretary of state shall remain in effect and shall be binding upon the principal until specifically rescinded and canceled from the records of the office.

Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

MODIFICATION AND WITHDRAWAL OF BIDS: Modifications to bids, through bidder's CAH account, can be made until the date and time of the bid opening. The Bidder must contact CAH for instructions for the withdrawal of a bid in its entirety prior to the time of the scheduled bid opening. Withdrawal of a Bid will not prejudice the rights of a Bidder to submit a new Bid prior to the Bid Date and Time. After expiration of the period for receiving Bids, no Bid may be withdrawn, modified, or explained except as provided for herein.

In accordance with Louisiana law, more particularly, R.S. 38:2214, as may be amended, bids containing patently obvious, unintentional, and substantial mechanical and clerical, or mathematical errors, or errors of unintentional omission of a substantial quantity of work, labor, material, or services made directly in the compilation of the bid, may be withdrawn by the bidder if clear and convincing sworn, written evidence of such errors is furnished to the OWNER within 48 hours of the bid opening excluding Saturdays, Sundays and legal holidays.

Such errors must be clearly shown by objective evidence drawn from inspection work papers, documents or materials used in the preparation of the bid sought to be withdrawn. If the OWNER determines that the error is a patently obvious mechanical, clerical, or mathematical error, or unintentional omission of a substantial quantity of work, labor, material, or services as opposed to a judgment error, and that the bid was submitted in good faith, it shall accept the withdrawal and return the bid security (when applicable) to the bidder. A bidder who attempts to withdraw a bid under these provisions of this section shall not be allowed to re-submit a bid on the contract. Any modifications or amendments to the above stated applicable State law shall supersede this procedure.

A bidder may alter or correct an entry on the bid forms Section "A or "B"" by crossing out the entry and initialing on the line of change. Any ambiguity arising from entries altered or corrected on the Bid Form will cause the rejection of said Bid as non-responsive.

OPENING OF BIDS: All Bids received prior to the announced closing time for the receipt of Bids stipulated in the Invitation to Bidder will be opened publicly. Bids will be read aloud, and a tabulation of the amounts of the Base Bids and alternates (if any) will be made available to Bidders after the opening of Bids.

Any uncertainty as to whether a Bid was submitted in time will be resolved against the Bidder.

BIDS TO REMAIN OPEN: The OWNER shall act not later than forty-five (45) calendar days after the date of opening Bids to award such contract to the lowest responsible and responsive bidder or to reject all bids.

The OWNER and the lowest responsible and responsive bidder, by mutually written consent, may agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

AWARD OF CONTRACT: To the extent permitted by applicable local, state, and federal laws and regulations, OWNER reserves the right to reject any and all Bids for just cause. The Terrebonne Parish Consolidated Government reserves the right to reject any and all bids in accordance with Louisiana State Bid Law.

In order to be responsive, the apparent low bidder must submit the additional information and documentation required by the OWNER within the time delays established by law.

CONTRACT TERM: The terms of this contract shall be effective from the date of the Notice of Award ,or date noted within, for a period of six (6) months. The contract may be extended at TPCG's option for one (1) additional six (6) month period provided there is no change in the terms, conditions, specifications, and pricing structure.

PRICES: Unless otherwise specified by TPCG in the solicitation, bid prices must be complete including transportation prepaid by bidder to destination and firm for acceptance for a minimum of 45 days. If accepted, prices must be firm for the contractual period. Bids other than F.O.B. Destination may be rejected. Any freight/shipping charges should be included in unit pricing.

DELIVERY: TPCG desires delivery at the earliest possible date. It is imperative that the material is delivered within the time frame(s) stipulated on Section "B" of the Official Bid Form.

TECHNICAL INFORMATION: Literature and/or specifications providing complete technical information as required to certify that the product offered in the bid is fully compliant with specifications herein **must be submitted upon request**; if requested, literature and/or specifications shall be submitted within seven (7) days. Such documentation shall include diagrams, books, brochures, photographs, or other means to verify compliance. Any change made to a manufacturer's published specifications submitted for a product shall be verifiable by the manufacturer.

Failure to submit this information in the specified time shall result in the bid being declared non-responsive and just cause for rejection.

NEW PRODUCTS: Unless specifically called for in the solicitation, all products for purchase shall be new, never previously used, and the current model and/or packaging. No remanufactured, demonstrator, used or irregular products will be considered for purchase unless otherwise specified in the solicitation. The manufacturer's standard warranty will apply unless otherwise specified in the solicitation.

SAFETY DATA SHEETS: All applicable chemicals, herbicides, pesticides, and hazardous materials must be registered for sale in Louisiana by the Department of Agriculture, State of Louisiana, registered with EPA and must meet all requirements of Louisiana State Laws. Bidders must submit product label, material safety data sheet and EPA registry number with the delivery of each applicable product. This information

will be required on any subsequent deliveries if there is a change in chemical content or a different product is being supplied. Failure to submit this data may cause the contract to be cancelled.

NO GUARANTEE OF QUANTITIES: The quantities referenced are estimated. In the event a greater or lesser quantity is needed, the TPCG reserves the right to increase or decrease the amount, at the unit price stated in the bid. The TPCG does not obligate itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

VENDOR REGISTRATION: The Terrebonne Parish Consolidated Government Purchasing Division requires vendors to register online at <https://secure.tpcg.org/vendor/> . This tool is part of our efforts to make it easier for you to do business with the Parish, as well as provide you with better business opportunities.

If you have already taken actions to complete this requirement, you do not have to complete this process again. However, if you have not already registered online as a vendor you will need to do so within ten (10) days from notice of award of this bid.

CERTIFICATE OF INSURANCE: The successful bidder is required to submit an insurance certificate returned within ten (10) days from the date of the Notice of Award of the bid. All certificates must be approved by the TPCG Risk Manager to ensure that all insurance requirements have been met before a purchase order is issued. (Insurance requirements are set forth in “Terrebonne Parish Government’s Insurance Requirements”, attached hereto.) Failure of the successful bidder to comply with this requirement may result in the bid being declared non-responsive and cause for rejection.

APPLICABLE LAW: All contracts shall be construed in accordance with and governed by the laws of the State of Louisiana.

SPECIAL ACCOMMODATION: Any “qualified individual with a disability” as defined by the Americans with Disabilities Act who has submitted a bid and desires to attend the bid opening, must notify this office in writing no later than seven (7) days prior to the bid opening date of the need for special accommodations. If the request cannot be reasonably provided, the individual will be informed prior to the bid opening.

COMPLIANCE WITH CIVIL RIGHTS: The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices and will render services under the contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

CONTRACT CANCELLATION: The TPCG has the right to cancel any contract for cause, including by not limited to, the following: failure to deliver within the time specified in the contract; failure of the product

or service to meet specifications, conform to sample quality or to be delivered in good condition; misrepresentation by the contractor; fraud, collusion, conspiracy or other unlawful means of obtaining any contract with the TPCG; conflict of contract provisions with constitutional or statutory provisions of state or federal law; any other breach of contract.

TERMINATION OF CONTRACT FOR CAUSE: The TPCG may terminate the contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to the contract, including, but not limited to Contractor's failure to meet response times as directed by the TPCG or by this contract, provided that TPCG give the Contractor written notice specifying Contractor's failure. If within fifteen (15) days after receipt of such notice, Contractor has not corrected such failure, or, in the case of failure which cannot be corrected within fifteen (15) days, Contractor has not begun in good faith to correct such failure and proceed diligently to complete such correction, then the TPCG may, at its option, place the Contractor in default, and this Contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that the Contractor shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

TERMINATION OF THE CONTRACT FOR CONVENIENCE: The TPCG may terminate the contract, without cause, at any time, by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any provision herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to the Contractor of such facts and the TPCG's intention to terminate its financial obligation.

WARRANTIES: Contractor warrants that all services shall be performed in good faith, with diligence and care, by experienced and qualified personnel in a professional, workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

DEFAULT OF VENDOR: A breach of any of the terms of this contract shall constitute default, including but not limited to any event of failure, neglect, or refusal to complete the work or any designated part of the work specified herein, within the corresponding contract times.

Where the TPCG has determined the Vendor to be in default, the TPCG reserves the right to purchase any and/or all products or services covered by the contract on the open market and to charge the Vendor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting Vendor will be considered.

NON-COLLUSION AFFIDAVIT- In accordance with La. R.S. 38:2224, successful bidders must submit a fully executed Non-Collusion Affidavit within ten (10) days of receipt of Notice of Award.

CLAIMS OR CONTROVERSIES/VENUE: The Parties agree that any suit arising from the Services, or this Contract shall be filed in the 32nd Judicial District Court, Terrebonne Parish, LA, and the parties agree that the 32nd Judicial District Court, Terrebonne Parish, LA is the appropriate venue for any such suit.

RECORD RETENTION: All records, reports, documents, or other material related to any contract resulting from this Bid and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of the TPCG and shall, upon request, be returned by Contractor to the TPCG, at Contractor's expense, at termination or expiration of the contract.

AUDIT OF RECORDS: The State legislative auditor, federal auditors, and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

CLEAN AIR ACT: Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

ENERGY CONSERVATION: The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

FEDERAL WATER POLLUTION CONTROL ACT: The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The Contractor agrees to report each violation to the TPCG and understands and agrees that the TPCG will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

CODE OF ETHICS: The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in the Contract. The Contractor agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.

DEBARMENT AND SUSPENSION: This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by TPCG. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to TPCG, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT: Contractor who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

Contractors must sign and submit to the non-federal entity the Certification Regarding Lobbying Form, which is attached hereto.

WORK STANDARDS: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5)

DHS SEAL, LOGO, AND FLAGS: The Contractors shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without FEMA pre-approval.

INVENTIONS: Contractor shall comply with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements".

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS: This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS: The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PURCHASE ORDER: The successful bidder will be issued a purchase order for each applicable purchase when the bid has been awarded. The vendor must have submitted all required documents within the time specified and the company's insurance certificate must be approved by the TPCG Risk Management Department.

PAYMENT STRUCTURE: Vendor / Contractor shall submit invoices to Chantel Comardelle, Warehouse Supervisor, at 301 Plant Road, Houma, Louisiana 70363 or email at ccomardelle@tpcg.org. The invoice total shall not exceed the purchase order amount. Invoices must include the purchase order number and the name, address and phone number of the vendor. No items other than those included in the bid shall be billed; and unit prices shall prevail.

Payment is to be made within thirty (30) days after receipt of properly executed invoice or delivery, whichever is later.

TAXES: Vendor is responsible for including all applicable taxes in the bid price. TPCG is exempt from all state and local sales and use taxes.

Special Instructions:

- Unit price bid should not exceed two (2) digits to the right of the decimal point. Unit price submitted beyond two (2) digits will be rounded off to the nearest second digit.
- Vendors are encouraged to bid in the correct unit of measures (UOM) shown to be considered for award. Bids submitted in any other unit of measure may not be considered.
- When entering dollar amounts into the fields provided on CAH, DO NOT use the dollar sign or commas.

OFFICIAL BID FORM
SECTION "A"

Bid 23-WHSE-84 Purchase of New/Unused Recreation Equipment for Warehouse Inventory
(6 Month Requirements Contract)

INDIVIDUAL AWARD: It is the intent of the TPCG to award all items on an individual basis to the lowest responsive and responsible bidder for each item.

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) is familiar with the TPCG delivery site, and hereby proposes to provide the recreation equipment as per specifications in strict accordance with the Bidding Documents prepared by: TPCG Purchasing Division and dated November 2023

NAME OF BIDDER: Riddell

ADDRESS OF BIDDER: 7501 Performance Lane

North Ridgeville, OH 44039

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Robin Campbell Hotchkiss

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER *Robin Campbell Hotchkiss*

TITLE OF AUTHORIZED SIGNATORY BIDDER: Sr. Bid Coordinator

DATE: 12/5/2023

**** Signature Authorization. (Required By ALL Bidders) Written evidence of the person signing the bid SHALL be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)**

Non-Collusion Affidavit (Regarding LSA - R.S. 38:2224)

(To be submitted within (10) days after receipt of Notice of Award)

STATE OF ~~LOUISIANA~~ Texas

BID NAME: Bid 23-WHSE-84

~~PARISH OF TERREBONNE~~
County of Bexar

LOCATION: 301 Plant Road
Houma, LA 70363

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Robin Campbell Hotchkiss representing Riddell who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

- (1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and
- (2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

THUS DONE AND SIGNED BEFORE ME, THE UNDERSIGNED Notary Public and subscribing witnesses on this 5th day of December, 2023, at North Ridgeville, Louisiana. Ohio

Violeta Carpus

WITNESS

Randy Hotchkiss

WITNESS

Robin Campbell Hotchkiss

CONTRACTOR/VENDOR

James Brady
NOTARY PUBLIC



JAMES BRADY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-13-2026

CERTIFICATION REGARDING LOBBYING

(To be submitted within (10) days after receipt of Notice of Award)

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 an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 contract, grant, loan, 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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 Contractor, Riddell, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Robin Campbell Hotchkiss

Signature of Contractor's Authorized Official

Robin Campbell Hotchkiss Sr. Bid Coordinator

Name and Title of Contractor's Authorized Official

12/5/2023

Date

“D”

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
MINIMUM, INSURANCE REQUIREMENTS FOR VENDORS
(WITH GENERAL LIABILITY EXPOSURE ONLY)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractor. **The cost of such insurance shall be included in the bid** with, TPCG (Terrebonne Parish Consolidated Government).

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as Insurance Services Office form number GL0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (“occurrence form CG001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have “sunset clause”.**

B. MINIMUM LIMITS OF INSURANCE

The contractor shall maintain limits no less than Commercial General Liability: \$500,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract).

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY TPCG. At the option of TPCG, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TPCG, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability

- a. TPCG, its officers, officials, employees, boards and Commissions and volunteers are to be added as **“additional insured”** as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to TPCG, its officers, officials, employees or volunteers.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to TPCG, its officers, officials, employees,

Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverage's

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled **thirty (30)** days prior written notice by certified mail, return receipt requested, has been given to TPCG.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. BEST'S RATING OF NO LESS THAN A:VI.

F. VERIFICATION OF COVERAGE

Contractor shall furnish TPCG with certificates of insurance effecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. THE CERTIFICATES ARE TO BE RECEIVED AND APPROVED BY TPCG BEFORE WORK COMMENCES. TPCG reserves the right to require complete, certified copies of all required insurance policies, at any time.

INDEMNIFICATION AGREEMENT

EXHIBIT A

The Riddell agrees to defend, indemnify,

Contractor/Subcontractor/Lessee/Supplier

save and hold harmless the Parish of Terrebonne, all Parish Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Riddell its agents, servants and employees, Contractor/Subcontractor/Lessee/Supplier

and any and all cost, expense and/or attorney fees incurred by TPCG, all Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees as a result of any such claim, demands, and/or causes of action arising out of the negligence of TPCG, all Department, Agencies, Boards, Commissions, its agents, representatives, and/or employees Riddell agrees to

Contractor, Subcontractor, Lessee, Supplier

investigate, handle, respond to, provide defense for and defend any such claim, demand, or suit at its sole expense related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by Riddell

Company

Robin Campbell Hetchkiss

Signature

Is Insurance Certificate Attached? YES

Purpose of Contract: Purchase of New/Unused Recreation Equipment for Warehouse Inventory (6 Month Requirements Contract)



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED BRG SPORTS, LLC INCLUDING RIDDELL AND ALL AMERICAN SPORTS CORPORATION AND THE ADDITIONAL SUBSIDIARIES & AFFILIATES AS SHOWN ON THE ATTACHED 1700 WEST HIGGINS ROAD, #500 DES PLAINES, IL 60018	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

PRODUCTS SIR
 Helmets SIR: \$3M occ/\$7.5M agg
 Soft Goods: \$100K/\$150K
 All other products: \$3M occ/\$7.5M agg

NAMED INSURED INCLUDES:

- 4078624 CANADA INC. (CANADA)
- ALL AMERICAN SPORTS CORPORATION (DELAWARE)
- ALL AMERICAN SPORTS LTD. (CANADA)
- BRG RUBBER PRODUCTS, LIMITED (HONG KONG)
- CDT NEVADA, INC. (NEVADA)
- EB SPORTS CORP. (DELAWARE)
- EQUILINK LICENSING, LLC (DELAWARE)
- KOLLEGE TOWN SPORTS
- MACGREGOR CORPORATION (DELAWARE)
- MACMARK CORPORATION (DELAWARE)
- RIDDELL SPORTS GROUP, INC. (DELAWARE)
- RIDDELL, INC. (ILLINOIS)
- RIDMARK CORPORATION (DELAWARE)
- BRG SPORTS, INC. (DELAWARE)
- BRG SPORTS HOLDING CORP.

**AFFIDAVIT
VERIFICATION OF CITIZENSHIP**

(to be submitted within 10 days from receipt of Notice of Award)

BEFORE ME, the undersigned Notary Public, duly qualified in and for the Parish and State aforesaid, personally came and appeared:

Robin Campbell Hotchkiss
(name)

who after being first duly sworn, deposed and said that:

1. I am the Sr. Bid Coordinator of Riddell
(title) (company)

2. I swear that Riddell is registered and participates in a status verification system
(company)

to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3. I verify that if Riddell is awarded the contract, it shall continue, during the
(company)

term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

4. I acknowledge that Riddell shall require all subcontractors to
(company)

Submit to Riddell a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
(company)
the Affidavit.

Name: Robin Campbell Hotchkiss *Robin Campbell Hotchkiss*
Title: Sr. Bid Coordinator
Company: Riddell

Sworn to and subscribed before me at ~~Houma, Louisiana~~, North Ridgeville, OH
on this 5th day of December, 2023

James Brady
NOTARY PUBLIC



JAMES BRADY
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 10-13-2026

OFFICIAL BID FORM SECTION "B"

(Must be completed and uploaded as an attachment with bid)

The following material listing is for the insertion of Delivery Times ONLY. All pricing must be submitted via Central Auction House

Call 225-810-4814 for registration information Or Visit: <http://www.centralauctionhouse.com/rfp.php?cid=65>

Item No.	QTY.	UOM	Item Description	Inserted a deliver time for each item bid.
1	18	'EA'	BATS 31" 32" 33" SINGLE BARREL 2 5/8" (USA Stamp) BBCor 0.5 LOUISVILLE OR	No Bid
2	18	'EA'	BAT 27"28"29" SINGLE BARREL 2 5/8" (USA Stamp)BBCor 0.5 LOUISVILLE OR	No Bid
3	12	'EA'	BAT 24" 25" 26" SINGLE BARREL 2 5/8" (USA Stamp) BBCor 0.5 LOUISVILLE OR	No Bid
4	12	'EA'	CHEST PROTECTOR MEDIUM BLACK MacGregor 1298376 or EQUAL	30 -120 Days ARO
5	12	'EA'	'CHEST PROTECTOR LARGE BLACK MacGregor 1298406 OR EQUAL	30 - 120 Days ARO
6	12	'EA'	'CHEST PROTECTOR VARSITY BOY'S BLACK MacGregor 1298437 OR EQUAL	30 -120 Days ARO
7	6	'EA'	CHEST PROTECTOR VARSITY GIRL'S BLACK MacGregor 1298475 OR EQUAL	30 - 120 Days ARO
8	24	'EA'	CATCHERS MITT YOUTH 32" LEATHER Macgregor BBCMPROX OR EQUAL';	No Bid
9	12	'EA'	SHIN GUARDS MEDIUM BLACK DOUBLE KNEE MacGregor 1159349 OR EQUAL	30 -120 Days ARO
10	6	'EA'	SHIN GUARDS LARGE BLACK DOUBLE KNEE MacGregor 1159400 OR EQUAL	30 -120 Days ARO
11	6	'EA'	SHIN GUARDS ADULT BLACK DOUBLE KNEE MacGregor 1159288 OR EQUAL	30 - 120 Days ARO
12	48	'EA'	BATTING HELMET LG-XLG PREDRILLED BLACK RAWLINGS CFBH OR EQUAL	No Bid
13	72	'EA'	BATTING HELMET W/ GUARD ATTACHMENT RAWLINGS CFBH OR EQUAL	No Bid
14	12	'EA'	GUARD ATTACHMENT BLACK WIRE NOCASE STD RAWLINGS Z-BAR RWG2 OR	No Bid
15	50	'EA'	TEAM EQUIPMENT DUFFLE BAG 36" X 24" HEAVY DUTY CANVAS SKU# 1385404	No Bid
16	20	'EA'	PITCHING RUBBER 24" X 6" W/ SPIKES MACGREGOR BBPPLATE OR EQUAL	No Bid
17	10	'EA'	PITCHING RUBBER 18" X 4" W/ SPIKES MACGREGOR BBPPLLXY OR EQUAL	No Bid
18	30	Set	BASE SET WHIT QUILTED PVC NYLON 2 SPIKES MACGREGOR MCBASE55Y OR	No Bid
19	24	'EA'	'T-BALL STAND BLACK OFFICIAL SIZE PENNANTN J100B OR EQUAL';	No Bid
21	36	'EA'	BASKETBALL LEATHER ELEMENTARY 27.5 Indoor only MACGREGOR X100 OR	No Bid
22	48	'EA'	FOOTBALL JV/VARSITY LEATHER or composite OFFICIAL RAWLINGS ST5CJB OR	No Bid
23	24	'EA'	FOOTBALL PEE WEE OFFICIAL LEAGUE LEATHER or composite RAWLINGS	No Bid
24	72	'EA'	FOOTBALL HELMET X-SMALL Polycarbonate Hard cup chin straps with Plastic Clips	30-120 Days ARO
25	72	'EA'	FOOTBALL HELMET SMALL Polycarbonate Hard cup chin straps with Plastic Clips	30-120 Days ARO
26	72	'EA'	FOOTBALL HELMET MEDIUM Polycarbonate Hard cup chin straps with Plastic Clips	30-120 Days ARO
27	288	'EA'	CHIN STRAP HARD CUP W/4 HOOKUPSport Star X-1 SKU# 1461902 OR EQUAL	30-120 Days ARO
28	1200	'EA'	MOUTH GUARD W/ STRAP MULTI COLORS MACGREGOR MG1310 OR EQUAL	30-120 Days ARO
29	60	'EA'	SHOULDER PAD XX-SMALL WEIGHT 40-60 LBS Riddell R482800010 OR EQUAL	30-120 Days ARO
30	60	'EA'	SHOULDER PAD X-SMALL WEIGHT 60-80 LBS Riddell R482800011 OR EQUAL	30 - 120 Days ARO
31	60	'EA'	SHOULDER PAD SMALL WEIGHT 80-100 LBS Riddell R482800022 OR EQUAL';	30 -120 Days ARO
32	60	'EA'	SHOULDER PAD MEDIUM WEIGHT 100-130 LBS Riddell R482800033 OR EQUAL	30 -120 Days ARO
33	24	'EA'	SHOULDER PAD LARGE WEIGHT 130-150 LBS Riddell R482800044 OR EQUAL';	30 -120 Days ARO

Company Name: RIDDELL

Bidder's Check List

This checklist is for your guidance only and does not necessarily constitute each and every requirement of this bid. Please read the entire bid thoroughly to ensure that your submission is complete.

1. Attachment(s) to be uploaded to Central Auction House at time of bidding:

- Official Bid Form Section "A" completely filled out
- Official Bid Form Section "B" delivery times inserted
- **Signature Authorization: **(Required by ALL Bidders)** Written evidence of the person signing the bid shall be submitted at the time of bidding, in accordance with LA R.S. 38:2212(B)(5)
 - Provide documentation stating that the person signing the bid is authorized to bind the company to the requirements of the bid/contract.
 - The documentation provided must be signed by a member of the company with authority as outlined on pages 3 and 4 of this document.
 - Failure to include the appropriate signature authorization shall result in rejection of the bid as non-responsive.

3. Documents to be submitted within 10 days after receipt of the Notice of Award:

- Non-Collusion Affidavit
- Indemnification Agreement
- Insurance Certificate
- Certification Regarding Lobbying
- Affidavit Verification of Citizenship (E-Verify)

****If you are unclear about the "signature authorization" requirement or any other requirement, please do not hesitate to contact the Purchasing Office at 985-580-7272.**

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF THE BOARD OF DIRECTORS OF Riddell INC.

THE MEETING OF DIRECTORS OF Riddell, INC. DULY NOTICED AND HELD ON 7/7/2021

, A QUOROM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT WAS RESOLVED THAT Robin Campbell Hotchkiss, BE AND IS HEREBY APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT OR Sr. Bid Coordinator

OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING CONCERNS AND TRANSACTIONS WITH _____

Terrebonne Parish Cons. Gov't PARISH OR ----- N/A----- SCHOOL BOARD OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, BONDS, SURIETIES, CONTRACTS AND ACTS TO RECEIVE AND RECEIPT ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT . THIS CORPORATION HEREBY RATIFIES, APPROVES AND CONFIRMS AND ACCEPTS EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT OR Sr. Bid Coordinator.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION AND THE SAME HAD NOT BEEN REVOKED OR RESCINDED.

Chris K. Houdmann

SECRETARY-TREASURER

12-5-2023

DATE