



TERREBONNE PARISH CONSOLIDATED GOVERNMENT

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



INVITATION TO BIDDERS

WHEN ORDERING OFF THIS BID,
PLEASE INDICATE THIS BID LOG
NUMBER ON ALL ORDERS: 23-65532

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.centrauctionhouse.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: BSN Sports, LLC

ADDRESS OF BIDDER: 14460 Varsity Brands Way

Farmers Branch, TX 75244

NAME OF AUTHORIZED SIGNATORY BIDDER: *(Printed or Typed)* Cade Fowler

SIGNATURE OF AUTHORIZED SIGNATORY BIDDER 

TITLE OF AUTHORIZED SIGNATORY BIDDER: Bid Specialist

DATE: 11/28/2023

**** 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

BID NAME: Bid 23-WHSE-84

PARISH OF TERREBONNE

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 Cade Fowler representing BSN Sports, LLC 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 28th day of November, 2023, at Dallas, ~~Louisiana~~ Texas.

[Signature]

WITNESS Senior Bid Specialist

[Signature]

Alicia James

WITNESS

Bid Specialist

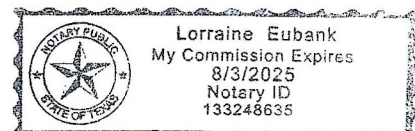
[Signature]

Cade Fowler - Bid Specialist

CONTRACTOR/VENDOR

[Signature]

NOTARY PUBLIC



CERTIFICATION REGARDING LOBBYING

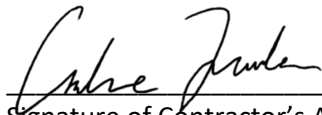
(To be submitted within (10) days after receipt of Notice of Award)

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, BSN Sports, LLC, 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.



Signature of Contractor's Authorized Official

Cade Fowler - Bid Specialist

Name and Title of Contractor's Authorized Official

11/28/2023

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 BSN Sports, LLC 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 BSN Sports, LLC 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 BSN Sports, LLC 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 BSN Sports, LLC

Company


Signature

Is Insurance Certificate Attached? ✓

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED BSN Sports, LLC 14460 Varsity Brands Way Farmers Branch, TX 75244	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B: Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER C: Westchester Surplus Lines Insurance Company</td><td>10172</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Travelers Indemnity Company	25658	INSURER C: Westchester Surplus Lines Insurance Company	10172	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W31178137**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		052114887	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY ded. <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY Hired Autos \$1,000			TJCAP-6E004847-TIL-23	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G74317522 001	11/01/2023	11/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> No	N/A	UB-0X40832A-23-51-K	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation and Employers Liability Per Statute			UB-0X447910-23-51-R	11/01/2023	11/01/2024	EL Each Accident \$1,000,000 EL Disease-Each Empl \$1,000,000 EL Disease-Policy Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Bid 23-WHSE-84

TPCG, its officers, officials, employees, boards and Commissions and volunteers are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Terrebonne Parish Consolidated Government P.O. Box 2768 Houma, LA 70361	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
---	--

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ACORD 25 (2016/03)

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SR ID: 25037852

BATCH: 3224662

**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:

Cade Fowler

(name)

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

1. I am the Bid Specialist of BSN Sports, LLC.
(title) (company)

2. I swear that BSN Sports, LLC 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 BSN Sports, LLC 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 BSN Sports, LLC shall require all subcontractors to
(company)

Submit to BSN Sports, LLC a sworn affidavit verifying compliance with Paragraphs (2) and (3) of
(company)
the Affidavit.

Name: Cade Fowler

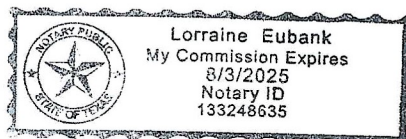
Title: Bid Specialist

Company: BSN Sports, LLC

Sworn to and subscribed before me at Houma, Louisiana,
on this 29th day of November 20 23.

Lorraine Eubank

NOTARY PUBLIC



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	BSN/Rawlings #WLB2522 (-3) 3-6 days ARO
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 As Spec'd	3-6 days ARO
5	12	'EA'	'CHEST PROTECTOR LARGE BLACK MacGregor 1298406 OR EQUAL As Spec'd	3-6 days ARO
6	12	'EA'	'CHEST PROTECTOR VARSITY BOY'S BLACK MacGregor 1298437 OR EQUAL As Spec'd	3-6 days ARO
7	6	'EA'	CHEST PROTECTOR VARSITY GIRL'S BLACK MacGregor 1298475 OR EQUAL As Spec'd	3-6 days ARO
8	24	'EA'	CATCHERS MITT YOUTH 32" LEATHER Macgregor BBCMPROX OR EQUAL; As Spec'd	3-6 days ARO
9	12	'EA'	SHIN GUARDS MEDIUM BLACK DOUBLE KNEE MacGregor 1159349 OR EQUAL As Spec'd	3-6 days ARO
10	6	'EA'	SHIN GUARDS LARGE BLACK DOUBLE KNEE MacGregor 1159400 OR EQUAL As Spec'd	3-6 days ARO
11	6	'EA'	SHIN GUARDS ADULT BLACK DOUBLE KNEE MacGregor 1159288 OR EQUAL As Spec'd	3-6 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 Rawlings #RWRCFLFG	3-6 days ARO
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 As Spec'd	3-6 days ARO
16	20	'EA'	PITCHING RUBBER 24" X 6" W/ SPIKES MACGREGOR BBPPLATE OR EQUAL As Spec'd	3-6 days ARO
17	10	'EA'	PITCHING RUBBER 18" X 4" W/ SPIKES MACGREGOR BBPPLLXXY OR EQUAL As Spec'd	3-6 days ARO
18	30	Set	BASE SET WHIT QUILTED PVC NYLON 2 SPIKES MACGREGOR MCBASE55Y ORAs Spec'd	3-6 days ARO
19	24	'EA'	'T-BALL STAND BLACK OFFICIAL SIZE PENNANTN J100B OR EQUAL'; MacGregor #BBBATTEE9	3-6 days ARO
21	36	'EA'	BASKETBALL LEATHER ELEMENTARY 27.5 Indoor only MACGREGOR X100 OR Alt MacGregor X6000 (27.5) #MCX6275X	3-6 days ARO
22	48	'EA'	FOOTBALL JV/VARSITY LEATHER or composite OFFICIAL RAWLINGS ST5CJB OR Alt Wilson #3F1003	3-6 days ARO
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 Alt Spec BSN/Schutt Yth Vengeance A11 2.0 #1457999	3-6 days ARO
25	72	'EA'	FOOTBALL HELMET SMALL Polycarbonate Hard cup chin straps with Plastic Clips Alt Spec BSN/Schutt Yth Vengeance A11 2.0 #1457999	3-6 days ARO
26	72	'EA'	FOOTBALL HELMET MEDIUM Polycarbonate Hard cup chin straps with Plastic Clips Alt Spec BSN/Schutt Yth Vengeance A11 2.0 #1457999	3-6 days ARO
27	288	'EA'	CHIN STRAP HARD CUP W/4 HOOKUPSport Star X-1 SKU# 1461902 OR EQUAL As Spec'd	3-6 days ARO
28	1200	'EA'	MOUTH GUARD W/ STRAP MULTI COLORS MACGREGOR MG1310 OR EQUALAs Spec'd	3-6 days ARO
29	60	'EA'	SHOULDER PAD XX-SMALL WEIGHT 40-60 LBS Riddell R482800010 OR EQUAL	NO BID
30	60	'EA'	SHOULDER PAD X-SMALL WEIGHT 60-80 LBS Riddell R482800011 OR EQUAL Alt Gear Pro 1454455	Tec # 3-6 days ARO
31	60	'EA'	SHOULDER PAD SMALL WEIGHT 80-100 LBS Riddell R482800022 OR EQUAL; Alt Gear Pro 1454455	Tec # 3-6 days ARO
32	60	'EA'	SHOULDER PAD MEDIUM WEIGHT 100-130 LBS Riddell R482800033 OR EQUAL Alt Gear Pro 1454455	Pro Tec # 3-6 days ARO
33	24	'EA'	SHOULDER PAD LARGE WEIGHT 130-150 LBS Riddell R482800044 OR EQUAL; Alt Gear Pro 1454455	Tec # 3-6 days ARO

Company Name: BSN Sports, LLC

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.**

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BSN Sports LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

14460 Varsity Brands Way

6 City, state, and ZIP code

Farmers Branch, TX 75244

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

2	2	-	2	7	9	5	0	7	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Angie Schlemmer

Date ►

08/16/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

BSN Sports LLC

2 ☒ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes

☒ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes

☒ No

D. Describe each employment or business relationship with the local government officer named in this section.

None

4

Signature of person doing business with the governmental entity

11/01/2021

Date



May 18th, 2022

To Whom It May Concern:

The following individuals have the authority to sign Bids and Contracts for BSN Sports LLC:

Chris Bloomfield	National Bid Director
Ruben Agustin	Bid Manager
Craig Mostaffa	Senior Bid Specialist
Lyn Weiss	Senior Bid Specialist
John Stafford	Bid Specialist
Martin Vizcaya	Bid Specialist
Jackson Morris	Bid Specialist
Jonathan Anderson	Bid Specialist
Cade Fowler	Bid Specialist
Alicia James	Bid Specialist
Ashley Vation	Bid Specialist
Sherry Iqbal	Senior Bid Administrator
Lorraine Eubank	Bid Administrator

Sincerely,

Terrence Babilla
Chief Operating Officer & General Counsel
BSN Sports LLC



Angie Schlemmer
Vice President -Tax

June 4th, 2021

RE: Varsity Brands Holding Co., Inc.

FEIN # 47-2460272

BSN SPORTS LLC
FEIN #22-2795073

Whom It May Concern:

Please be advised that effective November 26, 2014, BSN SPORTS, Inc. filed a Certificate of Conversion with the State of Delaware converting BSN SPORTS, Inc. from a Corporation to a Limited Liability Company. The company is now known as BSN SPORTS, LLC.

Effective, December 4, 2014, BSN SPORTS, LLC became a wholly-owned subsidiary of Varsity Brands Holding Co., Inc., a newly formed corporation incorporated in the State of Indiana. Because of BSN SPORTS, LLC's limited liability status, it is deemed to be a disregarded entity pursuant to the rules of the Internal Revenue Service. As such, when our customers and vendors request our FEIN, we are required to provide the FEIN of our parent.

Therefore, please see the attached Form W-9 for Varsity Brands Holding Co., Inc., and update your records accordingly.

If you have any questions, please contact me at (214) 459-9059.

Thank you,

Angie Schlemmer



11/01/2021

To Whom it may concern:

Due to shortages resulting from the government mandated closure of our printer due to Covid-19, we are unable to supply you with a hardcopy catalog with this bid response.

If you like, you can view and/or download a digital copy of our most recent catalog at the links below.

BSN Sports Equipment, Spring 2023 – Athletics:

<https://catalogs.bsnsports.com/BSN-SPORTS-Equipment/>

You may also view any of our company's sport specific catalogs, or catalogs from:

- Nike,
- Under Armour,
- New Balance, and
- Russell,

visiting <https://www.bsnsports.com/vault/>

~ your BSN Sports Bid Department
800-527-7510 x7324
Fax # 800-365-7653
Email: bsnbid@bsnsports.com

BSN SPORTS **TERMS AND CONDITIONS**

Satisfaction Guarantee

We guarantee 100% satisfaction with your purchase! Products may be returned for a refund within 30 days of the date the product was shipped to you, when returned in accordance with our Return Policy set forth below.

Return Policy

All returns must be authorized by us and require a return authorization number. Call our Customer Care Team at 1-800-527-7510 for a return authorization number. Returns must be postmarked within 30 days of date the product was shipped to you; otherwise the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). A restocking fee may apply and shipping charges will not be refunded unless the merchandise is defective or it was shipped incorrectly.

Custom orders may not be returned unless the merchandise is defective or we made an error when making the custom order product. The return authorization number must be included in all correspondence and returns. We are not responsible for misuse, customer installation, freight damage or improper storage.

24 Hour Quick Ship

Highlighted Products will ship within 24 hours upon verification of order and credit release.

Actual arrival time at your location depends on the method of shipment and distance from our warehouse. Standard freight rules apply.

Pricing and Specification

We will make every effort to honor catalog prices through June 30, 2018. We reserve the right to change prices due to increased costs, or to correct catalog errors in pricing and/or specification. When you send us your order request, we will begin processing it as quickly as possible. Despite our best efforts, a small number of items in our catalog may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instruction before shipping or cancel your order and notify you of such cancellation. We will make every effort to send you only one invoice after all items on your order have shipped.

Sales Tax

Unless your organization is a branch of the federal government, you must provide to us for each state where you are not subject to sales tax either a resale certificate or state exempt organization certificate, as appropriate. Otherwise, state and local sales taxes will be added in the states and territories of AL, AR, AZ, CA, CO, CT, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NJ, NM, NY, NV, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WI, WV and Puerto Rico. This list of sales tax states is subject to change at any time without further notice. If you are a new customer, your resale certificate or state exempt organization certificate must be sent with the Customer Information Sheet (CIS), or otherwise received by us with or before your first order, to document your status as not subject to sale tax. If we do not have on file a resale certificate or state exempt organization certificate, sales taxes will be added for orders shipped to any state or territory where we are required to charge sales tax.

Custom Orders

Custom orders require a customer signed order specification confirmation before any custom order is processed. If you decide to change a custom order after it has been placed, please call us immediately. We will contact the manufacturing facility to

determine if the order has already been processed or if the change can be made. If the order has been processed, we will not be able to change it and you will be responsible for paying for the order. If a change can be made, there may be a delay in delivery and/or an additional charge. Please be certain of your ordering needs prior to submission. We may require that you prepay for custom orders.

Substitutions

We strive to continually improve our products to give you the best value possible. On occasion, we may ship you a product that differs from the one pictured and described in our catalog. However, we will always substitute with a product of equal or better quality and value. If your requirements prohibit substitution, please let us know when you place the order.

Fast Service

We process orders the same day they are received and generally ship items that are in our inventory within 2-3 business days. If delivery is required by a specific date, please notify us when placing your order. Please call for information on express delivery. To ensure rapid processing of your order, be sure to complete all necessary information on the Order Form.

Easy Payment Terms

We offer net 30 day terms on approved credit, honor most major credit cards and accept prepaid orders. We accept VISA, MasterCard, American Express and Discover. We can also accept your check by phone. We require a written purchase order (or valid purchase order number, subject to verification, if ordering via the Internet). We may require that you prepay for custom orders. Orders received from outside the United States require prepayment before shipment. New customers requesting credit terms are required to complete a Customer Information Sheet (CIS) and require credit investigation and approval prior to order release. Customers agree to pay invoices within set terms. It is understood and agreed that payment in full is due upon receipt of the merchandise. Past due balances will be charged interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by applicable law, whichever is lower. Customers also agree to pay any and all fees, including attorney fees, incurred by us to collect past due invoices.

Freight Damage and Shipment Shortages

We will gladly assist you with your freight claim. If a shipment is short or damaged, the shortage or damage must be noted on the freight delivery document at the time the product is delivered to you. Please notify us immediately if you need assistance with your claim. Please call 1-800-719-3056 same day.

Duplicate Orders

To avoid accidental duplication of your Internet or phone order, DO NOT send written confirmation unless you are asked to do so by a member of our team. If you must send confirmation, you must mark the order as "Confirming Order, Do Not Duplicate." Unless your confirming order is marked clearly, you will be responsible for return freight charges and a restocking fee of up to 25% if the duplicate order is returned.

Off-Shore Destinations and APO/FPO Addresses

Sometimes the weight and size of items preclude postal shipment. Always provide alternative shipping instructions and addresses (allowing us to ship other than by postal service).

Force Majeure

Although we strive to meet obligations set forth in our catalog and promotional materials, we will not be liable for any failure to perform any such obligations by reasons of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; labor strikes, interruption, suspension, curtailment or other disruption of utilities; or other matters beyond our reasonable control.



PRE-EMPLOYMENT CRIMINAL HISTORY CHECK AND DRUG TESTING

After an offer has been made to an applicant entering a designated job category, a mandatory criminal history check, drug test and/or medical examination will be performed by a background research professional service company and health professional referred by BSN Sports, Inc. The offer of employment and assignment to duties is contingent upon satisfactory completion of the test. The examination will be performed at the company's expense in accordance with the policies explained in this Handbook and the applicable provisions of law.

CRIMINAL CONVICTIONS OR OFFENSES

The initiation of legal charges or a civil lawsuit against an employee may affect the licensure or bond ability of the employee and/or the Company, as well as the Company's ability to service and maintain the trust of its customers and other members of the community, and to provide for the protection of the Company's ability to safeguard its ability to properly service its clients. Consequently, to the extent permitted by law, employees shall be required to notify the Company if convicted or charged with the commission of a crime or offense. Employees also are required to notify the Company of any commencement of an investigation or disciplinary action relating to licensure or professional certifications.

Additionally, except as otherwise prohibited by applicable law, any employee who is convicted, pleads guilty to or is sentenced for the commission of any crimes or offenses is subject to discipline, up to and including separation of employment without prior warning if the Company determines that the act, crime or offense:

- Affects continued ability to perform duties for the Company
- Indicates unfitness for continued employment
- Involves theft or moral turpitude
- Tends to bring the Company or any of its products into disrepute, or would affect employee morals or morale if employment continued
- Indicates that the employee could present a danger to other employees or our customers; or
- Would tend to indicate that the employee could present a danger to our customers or other employees.

Except as otherwise prohibited by applicable law, the Company may discipline or separate an employee for engaging in off-duty conduct that the Company determines to be detrimental to the interests of the Company.



P.O. BOX 7726, Dallas TX 75209

BSN Sports will make every effort to supply products from this bid in a timely fashion. At this point in time BSN Sports cannot guarantee a delivery date. Some of the items bid upon were in stock at the time of the pricing of this bid. However, due to current supply chain issues from the COVID19 outbreak some items may go on back order and have unexpected long lead times. BSN Sports will not pay late fees or the difference if you purchase from another vendor after awarding BSN Sports. We encourage all customers to be patient and to send your purchase orders to us as soon as possible. Please send your PO to either BSNBID@BSNSPORTS.COM or fax to 1 800 365 7653.

Thank you

Cade Fowler
Bid Specialist

Affirmative Action Rider Program



Affirmative Action and Equal Employment Opportunity Policy

41 C.F.R § 60-2.13(b)-2.21 (a)

It is the policy of BSN SPORTS, LLC to pursue, affirmatively, Equal Employment opportunity for all its qualified applicants and employees. The company will recruit, hire, train, transfer and promote without regard to age, race, color, religion, sex(gender), national origin, disability (if the person is otherwise qualified) or status as veteran. All decisions on employment will be based only on the individual's ability as related to the requirements of the job for which he or she is being considered.

Management will assist in assuring that personnel actions, such as compensation, transfers, dismissals, company-sponsored training and education will be administered without regard to age, race, color, religion, sex(gender), national origin, disability (if the person is otherwise qualified) or status as a veteran. It is the responsibility of each executive, manager, supervisor and employee to cooperate in this effort.

I have appointed the Human Resources Director as the Corporation's director of Equal Opportunity Programs. In addition, the Human Resources Director will be our Corporate Direct of Affirmative Action programs for individuals with disability and for protected veterans. He/She will establish and monitor the implementation of personnel procedures to guide the Corporation's Affirmative Action programs. This official is charged with designing and implementing review and reporting systems that will keep management informed on a yearly basis of the status of Equal Employment Opportunities.

Inquiries about the Corporation's Affirmative Action policy and/or employee complaints should be directed to the Human Resources Director. BSN SPORTS, LLC, 1901 Diplomat Drive, Farmers Branch, TX 75234.



Terrence M. Babilla
BSN SPORTS, LLC
President, Chief Operating Officer and
General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Texas, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230 - 5191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 E-MAIL ADDRESS: certificates@willis.com	FAX (A/C, No): 1-888-467-2378													
	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A : Travelers Indemnity Company</td><td>25658</td></tr><tr><td>INSURER B : James River Insurance Company</td><td>12203</td></tr><tr><td>INSURER C : The Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER D : Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Indemnity Company	25658	INSURER B : James River Insurance Company	12203	INSURER C : The Travelers Indemnity Company of Connecticut	25682	INSURER D : Travelers Property Casualty Company of America	25674	INSURER E :		INSURER F :
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INSURER F :															
INSURED BSN Sports, LLC, a Delaware limited liability company 14460 Varsity Brands Way Farmers Branch, TX 75244															

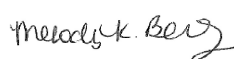
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			000678244	7/30/2018	7/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Y-810-5010X159-TCT-18	7/30/2018	7/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ N-O/H AUTO LIABILITY \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		ZUP41M9907718NE	7/30/2018	7/30/2019	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	YVYCKUB5010X15918	7/30/2018	7/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			YJUB4H70713818	7/30/2018	7/30/2019	Statutory E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Willis of Texas, Inc.		NAMED INSURED BSN Sports, LLC, a Delaware limited liability company 14460 Varsity Brands Way Farmers Branch, TX 75244	
POLICY NUMBER 000633414		EFFECTIVE DATE: 07/30/2018	
CARRIER James River Insurance Company	NAIC CODE 12230		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

TYPE OF INSURANCE: Excess Liability	LIMIT DESCRIPTION: Per Occurrence	LIMIT AMOUNT: \$10,000,000
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Now offering online billing!

BSNBilling.com

- 24/7 account access
- Receive invoices and statements online
- Secure and convenient payments
- Manage multiple accounts
- Review account history and status



Need help?

Contact us at bsnbilling@bsnsports.com
or call 1 (800) 527-7510



BSN SPORTS

NEW REMITTANCE ADDRESS

Please note the change in our remittance address.
All Payments mailed after June 6, 2020, should be sent to:



Regular Mail (United States Postal Service)

BSN SPORTS, LLC
P.O. Box 841393
Dallas, TX 75284-1393

Overnight/Courier Mail (FedEx, UPS, DHL, any other courier service)

Bank of America Lockbox Services
Lockbox 841393
1950 N. Stemmons Freeway
Suite 5010
Dallas, TX 75207



BSN SPORTS™

*Payments received during this transition at our
old lockbox will be received and processed.*

*If you have any questions, please do not hesitate to contact our
Customer Service Department via phone at (800-527-7510).*

We appreciate your business and look forward to continued delivery of remarkable service to you.

The following is a list of wholly owned subsidiaries of Varsity Brands Holding Co., Inc. which are deemed to be Disregarded Entities pursuant to the rules of the Internal Revenue Service. None of these entities is subject to backup withholding.

For your convenience and to distinguish between our many different businesses, we are providing the following list of subsidiaries and their various DBA names that will all utilize the same Varsity Brands Holding Co., Inc. W-9 with an FEIN of 47-2460272. We hope that this list will assist you in setting up unique vendor accounts for each of our businesses in the event your company conducts business with more than one of our businesses.

<u>Legal Name</u>	<u>DBA</u>	<u>Tax Classification</u>	<u>Remit to Address</u>	<u>City, State, and Zip Code</u>	<u>FEIN</u>	
BSN SPORTS LLC		LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	Athletic Connection	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	ESPORTSONLINE	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	League Direct	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	NEC	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	Tomark Sports	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	US Games	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	Fan Cloth	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
BSN SPORTS LLC	Blue Moose Tees	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073	
Varsity Brands LLC		LLC	6745 Lenox Center Court, Suite 300	Memphis, TN 38115	22-2890400	
Varsity Spirit Fashions & Supplies LLC		LLC	P. O. Box 751210	Memphis, TN 38175-1210	41-1459853	
Varsity Athletic Band LLC		LLC	6745 Lenox Center Ct, Suite 300	Memphis, TN 38115	37-1918887	
DSI (Directors Showcase Int'l)			505 Sroufe St	Ligonier, IN 46767	37-1918887	
SA Feathers			5852 Enterprise Pkwy	Fort Myers, FL 33905	37-1918887	
Stanbury Uniforms LLC		LLC	108 Stanbury Industrial Drive	Brookfield, MO 64628	43-1268134	LLC effective 10/29/2019
Varsity Spirit LLC					62-1169661	
Varsity Spirit LLC	All Star Challenge	LLC	4711 Hope Valley RD 4F-422	Durham NC 27707	62-1169661	
Varsity Spirit LLC	All Star Championships	LLC	245 W Roosevelt Rd, B1, Suite 5	West Chicago, IL 60185	62-1169661	
Varsity Spirit LLC	All Things Cheer	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	Aloha Spirit Productions	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661	
Varsity Spirit LLC	American Championships	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661	
Varsity Spirit LLC	American Cheer and Dance	LLC	6679 Santa Barbara Rd. Suite C	Elkridge MD 21075	62-1169661	
Varsity Spirit LLC	American Cheer Power	LLC	201 Spruce	Dickinson TX 77539	62-1169661	
Varsity Spirit LLC	America's Best	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	Athletic Championships	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	Champion Cheer and Dance	LLC	6679 Santa Barbara Rd. Suite C	Elkridge MD 21075	62-1169661	
Varsity Spirit LLC	Champion Spirit Group	LLC	245 W Roosevelt Rd, B1, Suite 5	West Chicago, IL 60185	62-1169661	
Varsity Spirit LLC	Cheer Ltd.	LLC	118 Ridgeway DR. #101	Fayetteville NC 28311	62-1169661	
Varsity Spirit LLC	Cheerlebrity	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	CheerSport	LLC	11010 Monroe Rd #B	Mathews NC 28105	62-1169661	
Varsity Spirit LLC	COA Cheer and Dance	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	Coastal Cheer and Dance	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	Dance Finals	LLC	245 W Roosevelt Rd, B1, Suite 5	West Chicago, IL 60185	62-1169661	
Varsity Spirit LLC	Double Down Championships	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	GLCC Events	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	Golden State Spirit Assn	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661	
Varsity Spirit LLC	JamFest	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	LIVE! Cheer and Dance Events	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	Mardi Gras Spirit Events	LLC	201 Spruce	Dickinson TX 77539	62-1169661	
Varsity Spirit LLC	Mid Atlantic Championships	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661	
Varsity Spirit LLC	National Cheerleaders Association	LLC	640 Shiloh RD #200	Plano TX 75074-7209	62-1169661	
Varsity Spirit LLC	National Dance Alliance	LLC	640 Shiloh RD #200	Plano TX 75074-7209	62-1169661	
Varsity Spirit LLC	Nations Choice	LLC	245 W Roosevelt Rd, B1, Suite 5	West Chicago, IL 60185	62-1169661	
Varsity Spirit LLC	Premier Athletics	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	Spirit Celebration	LLC	640 Shiloh RD #200	Plano TX 75074-7209	62-1169661	
Varsity Spirit LLC	Spirit Cheer	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661	
Varsity Spirit LLC	Spirit Festival	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	Spirit Sports	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661	
Varsity Spirit LLC	Spirit Team	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661	
Varsity Spirit LLC	Spirit Unlimited	LLC	6679 Santa Barbara Rd. Suite C	Elkridge MD 21075	62-1169661	
Varsity Spirit LLC	Spirit Xpress	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661	
Varsity Spirit LLC	Team Champion	LLC	245 W Roosevelt Rd, B1, Suite 5	West Chicago, IL 60185	62-1169661	
Varsity Spirit LLC	United Spirit Association	LLC	5770 Warland Drive, Suite B	Cypress, CA 90630	62-1169661	
Varsity Spirit LLC	Universal Cheerleaders Association	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661	
Varsity Spirit LLC	Universal Dance Association	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661	
Varsity Spirit LLC	Universal Spirit	LLC	11010 Monroe Rd #B	Mathews NC 28105	62-1169661	
Varsity Spirit LLC	US Finals	LLC	11500 Champions Way	Louisville, KY 40299	62-1169661	
Varsity Spirit LLC	V/ROC	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661	
Varsity Spirit LLC	Varsity Shop	LLC	3131 Appling Rd.	Bartlett, TN 38133	62-1169661	
Varsity Spirit LLC	Varsity University	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661	
Varsity Spirit LLC	Varsity.com	LLC	P. O. Box 751210	Memphis, TN 38175-1210	62-1169661	
Varsity Spirit LLC	VBI Ventures Inc.	LLC	10325 Yellow Pine Ln	Knoxville, TN 37932	62-1169661	
Varsity Spirit LLC	VIP Branding	LLC	1455 Frazee Road, Suite 500	San Diego, CA 92108	62-1169661	
Varsity Spirit LLC	World Spirit Federation	LLC	10325 Yellow Pine Ln	Knoxville, TN 37932	62-1169661	
Varsity Spirit LLC	Xpress Brands	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661	
aligoods LLC		LLC	P O Box 200607	Arlington, TX 76006	46-4629794	
aligoods LLC	Volume Specialties	LLC	P O Box 200607	Arlington, TX 76006	46-4629794	