

1110433

WHEN ORDERING OFF THIS BID,
PLEASE INDICATE THIS BID
NUMBER ON ALL ORDERS.

20-56387



CENTRALBIDDING
FROM CENTRAL AUCTION HOUSE

**5000129725 LABOR, MATERIAL, DELIVERY, EQUIPMENT NECESSARY
TO PROVIDE AND INSTALL PLAYER BENCHES AT LASALLE PARK FOR
THE RECREATION DEPARTMENT**
Jefferson Parish Government

Project documents obtained from www.CentralBidding.com
12-Feb-2020 10:06:45 AM



JEFFERSON PARISH

DEPARTMENT OF PURCHASING

CYNTHIA LEE SHENG
PARISH PRESIDENT

RENNY SIMNO
DIRECTOR

January 2020

Changes to Jefferson Parish Bidding Information

The Jefferson Parish Purchasing Department would like to make vendors aware of the following changes:

Probable Construction Cost: Per Jefferson Parish Administrative Policy, the probable construction cost is not revealed in the Jefferson Parish Bidding Documents. Jefferson Parish Administrative Policy has changed and a range of the probable construction cost will be stated in the Jefferson Parish bidding document, entitled Important Notice to All Bidders – Bid Requirements. Per Louisiana Public Bid Law, the probable construction cost will be read at the bid opening.

Insurance Requirement: **All bidders** must provide proof of valid insurance in the required amounts as stated in the Standard Insurance Requirements for bidding purposes. Failure to provide the proof of valid insurance in all of the required coverage amounts will result in bid rejection.

GENERAL GOVERNMENT BLDG. – 200 DERBIGNY ST., SUITE 4400, GRETN, LA 70053
OFFICE 504.364.2678

JOSEPH S. YENNI BLDG. – 1221 ELMWOOD PARK BLVD., SUITE 404, JEFFERSON, LA 70123
OFFICE 504.364.2678

EMAIL: PURCHASING@JEFFPARISH.NET WEBSITE: WWW.JEFFPARISH.NET

DATE: 2/12/2020

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00129725

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

BSN SPORTS LLC
PO BOX 7726

VENDOR: **DALLAS, TX 75209-0726**

BUYER: DABRAHAM@jeffparish.net

Bids will be received until 11:00 AM, 2/21/2020 via online at www.jeffparishbids.net or by hand delivery, USPS mail or other courier service to Purchasing Department, 200 Derbigny Street (General Government Building), Suite 4400, Gretna, LA 70053. For convenience, bidders may also submit bids in the East Bank Purchasing Department, Suite 404, Jefferson Parish Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Jefferson LA 70123. However, if submitting bids on the day of bid opening, bidders must submit at the West Bank location only.

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law, as well as be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647. A copy of these resolutions may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at purchasing.jeffparish.net and clicking on On-line forms.

All vendors submitting bids should register as a Jefferson Parish vendor if not already yet registered. Registration forms may be downloaded from <http://purchasing.jeffparish.net> and by clicking on Vendor Information. Current W-9 forms with respective Tax Identification numbers and vendor applications may be submitted at any time; however, if your company is not registered and/or a current W-9 form is not on file, vendor registration is mandatory. Vendors may experience a delay in payment if your company is not a registered vendor with Jefferson Parish.

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Delivered, anywhere within the Parish as designated by the Purchasing Department. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications. JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit prices shall prevail.

JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE

PROTESTS: Only those vendors that submit bids in response to this solicitation may protest any element of the procurement, in writing to the Director of the Purchasing Department. Written protest must be received within 48 hours of the release of the bid tabulation by the Purchasing Department. After consultation, the Parish Attorney's Office will then respond to protests in writing. (For more information, please see Chapter 2, Article VII, Division 2, Sec. 2-914.1 of the Jefferson Parish Code of Ordinances.)

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in the quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum.

All formal Addenda require written acknowledgment on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected; JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(6) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A117.1-1961).

Jefferson Parish and its partners as the recipients of federal funds are fully committed to awarding a contract(s) to firm(s) that will provide high quality services and that are dedicated to diversity and to containing costs. Thus, Jefferson Parish strongly encourages the involvement of minority and/or woman-owned business enterprises (DBE's, including MBE's, WBE's and SBE's) to stimulate participation in procurement and assistance programs.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This electronic procurement system allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Bidders are encouraged to submit electronically using this free service; while the website accepts various file types, one single PDF file containing all appropriate and required bid documents is preferred. Bidders submitting uploaded images of bid responses are solely responsible for clarity. If uploaded images/documents are not legible, then bidder's submission will be rejected. Please note all requirements contained in this bid package for electronic bid submission.

Please visit our E-Procurement Page at www.jeffparishbids.net to register and view Jefferson Parish solicitations. For more information, please visit the Purchasing Department page at <http://purchasing.jeffparish.net>.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3, 5, 6, 10, 13

1. All bidders must attend the MANDATORY pre-bid conference and will be required to sign in and out as evidence of attendance. In accordance with LSA R.S. 38:2212(l), all prospective bidders shall be present at the beginning of the MANDATORY pre-bid conference and shall remain in attendance for the duration of the conference. Any prospective bidder who fails to attend the conference or remain for the duration shall be prohibited from submitting a bid for the project.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.
6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

7. **PUBLIC WORKS BIDS:** All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise state in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. **NON-PUBLIC WORKS BIDS:** A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. **NON-PUBLIC WORKS BIDS:** A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. All bidders must comply with the requirements stated in the attached "Standard Insurance Requirements" sheet attached to this bid solicitation. Failure to comply with this instruction will result in bid rejection.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies). If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. **PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits Required;** This applies to all solicitations for construction, alteration or demolition of public buildings or projects, in conformity with the provisions contained in LSA-RS 38:2212.9, LSA-RS 38:2212.10, LSA-RS 38:2224, and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit, Debt Disclosures Affidavit and E-Verify Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
15. **NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits Required** in conformity with the provisions contained in LSA - RS 38:2224 and Sec 2-923.1 of the Jefferson Parish Code of Ordinances. For bidding purposes, all bidders must submit with bid submission COMPLETED, SIGNED and PROPERLY NOTARIZED Affidavits, including: Non-Collusion Affidavit, Debt Disclosures Affidavit and Campaign Contribution Affidavit. For the convenience of vendors, all affidavits have been combined into one form entitled NON PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format, and without material alteration, in order to be compliant and for the bid to be considered responsive. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid, however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
16. The ensuing contract for this bid solicitation may be eligible for FEMA reimbursement and/or Federal funding/reimbursement. As such, the referenced appendix will be applicable accordingly and shall be considered a part of the bid documents. All applicable certifications must be duly completed, signed and submitted with bid submission. Failure to submit applicable certifications with bid submission will result in bid rejection.

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission; and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

DATE: 2/12/2020

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00129725

JEFFERSON PARISH

PURCHASING DEPARTMENT
P.O. BOX 9
GRETN, LA. 70054-0009
504-364-2678

BSN SPORTS LLC
PO BOX 7726

VENDOR: DALLAS, TX 75209-0726

BUYER: DABRAHAM

As per LSA-RS 47:301 et seq., all governmental bodies are excluded from payment of sales taxes to any Louisiana taxing body. Quotations shall be based on F.O.B. Agency warehouse or jobsite, anywhere within the Parish as designated by the Purchasing Department.

JEFFERSON PARISH reserves the right to cancel all or any part of an order if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel at any time and for any reason by issuing a THIRTY (30) day written notice to the contractor.

JEFFERSON PARISH is expecting all products to be new and all work to be done in workman-like manner, according to standard practices. Any deviations or alteration from the specifications must be indicated on the bid form for each item and upon request, product data for same must be submitted by the time specified by the Purchasing Department.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

2.4 weeks

INDICATE STARTING TIME (IN DAYS) FOR CONSTRUCTION WORK

INDICATE COMPLETION TIME (IN DAYS) FOR CONSTRUCTION WORK

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____
NUMBER: _____
NUMBER: _____
NUMBER: _____

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) _____

*** ALL BIDDERS MUST COMPLETE SECTION BELOW ***	
FIRM NAME: BSN Sports LLC	
SIGNATURE: (Must be signed here)	TITLE:
PRINT OR TYPE NAME:	CHRIS BLOOMFIELD
ADDRESS:	National Bid Director
CITY, STATE:	bsnbid@bsnsports.com
TELEPHONE:	FAX:
EMAIL ADDRESS:	

TOTAL PRICE OF ALL BID ITEMS: \$ 20,537.12



Bid Number 50 - 00129725

Labor, material, delivery, equipment necessary to provide and install
player benches at LaSalle Park for the Recreation Department

February 21, 2020 at 11:00 am

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053**

**Buyer Name: Doris Abraham, Buyer I
Buyer Email: dabraham@jeffparish.net
Buyer Phone: 504-364-2690 ✓**

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00129725

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>Provide and install player benches at LaSalle Park</p> <p>0010 Labor, material, delivery, equipment necessary to provide and install Qty. 8 player benches with backrest and shelf</p> <p>LaSalle Park 6600 Airline Drive Metairie, LA 70003</p> <p>National Recreation Systems, Inc. Number BE-DGS02400 Players bench with backrest and shelf; surface mount Features: - Aluminum square tube and angle understructure - 2 x 10 anodized seat plan and backrest with aluminum end caps - (2) 2 x 10 anodized plank for shelf - Rubber foot pads</p> <p>Color: Number 5003 Navy Blue</p> <p>SEE ATTACHED SPECIFICATIONS ***</p>	<p>\$20,537.12</p> <p>AS SMR BSN/NRS # BE-DGS02400 24'</p> <p>*PRICE INCLUDE FREIGHT</p> <p>*DELIVERY \$2,567.14 ea</p>	\$20,537.12

BSN SPORTS LLC
PO BOX 7726
DALLAS, TX 75209-0726

*NO INSTALLATION AVAILABLE.

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com



P.O. Box 7726, Dallas, TX 75209

Jefferson Parish
Bid # 50-00129725
Re: Players Bench w/ shelf
Due: 2/21/2020

02/14/2020

Players Bench w/backrest and Shelf -Surface Mount
Custom

FEATURES BE-DG S02400

- Aluminum Square Tube & Angle Understructure
- 2 x 10 anodized seat plank and backrest (**POWDER COATED NAVY BLUE RAL#5003**) with aluminum end caps
- (2) 2 x 10 anodized plank for shelf (**POWDER COATED NAVY BLUE RAL#5003**)
- Rubber foot pads

****Economical mill finish tread planking and risers have been specified on this quote. NRS will not be responsible for discoloration, staining and fading resulting from unavoidable condensation that occurs during packing, transporting and storage, preceding and/or during installation. A clear anodized finish may be purchased to avoid potential staining if selected as an upgrade finish at an additional cost.**

NOTE: ALL BLEACHERS SHOULD BE ANCHORED TO RESIST WIND LOADS

IMPORTANT NOTE: Additional items are available which may be required to meet IBC, BOCA, NFPA, SBC, UBC or other applicable codes; such as aisles, guardrails, anchors, ground sills, double footplank, risers, ADA accessibility, ect. Drawings stamped by a registered professional engineer are not included unless noted above. Please refer to included features above & consult with local code officials to determine any additional features which may be desired or required. The features described above represents the interpretation of National Building & Safety Codes by NRS, INC. The owner remains responsible for compliance with local codes, official interpretation and application rests solely with local authorities. NRS, INC and its representatives cannot assume liability for code compliance and presents information as unofficial guidelines only.

- NO INSTALLATION

Chris Bloomfield- National Bid Director

X

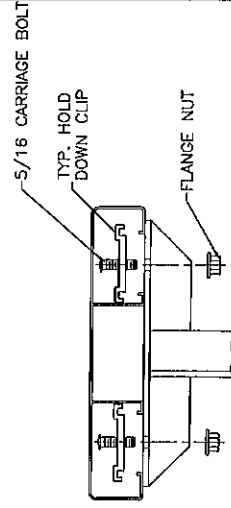
Office: Dallas, TX

Phone: 800-527-7510 x7324

Email: bsnbid@bsnsports.com

WWW.BSNSPORTS.COM

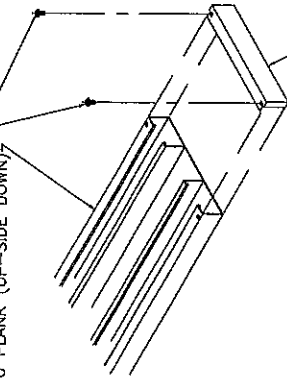
① TYP 2x10 PLANK ATTACHMENT



NOT TO SCALE

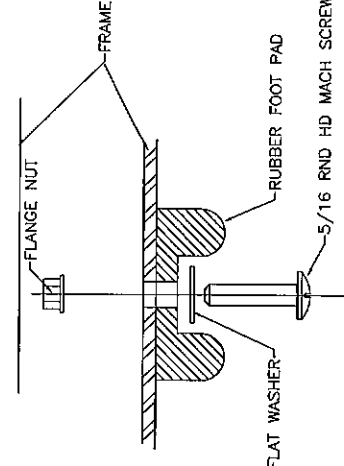
② TYP 2x10 ENDCAP ATTACHMENT

#8 x 1/2" STAINLESS SCREW
2x10 PLANK (UP-SIDE DOWN)

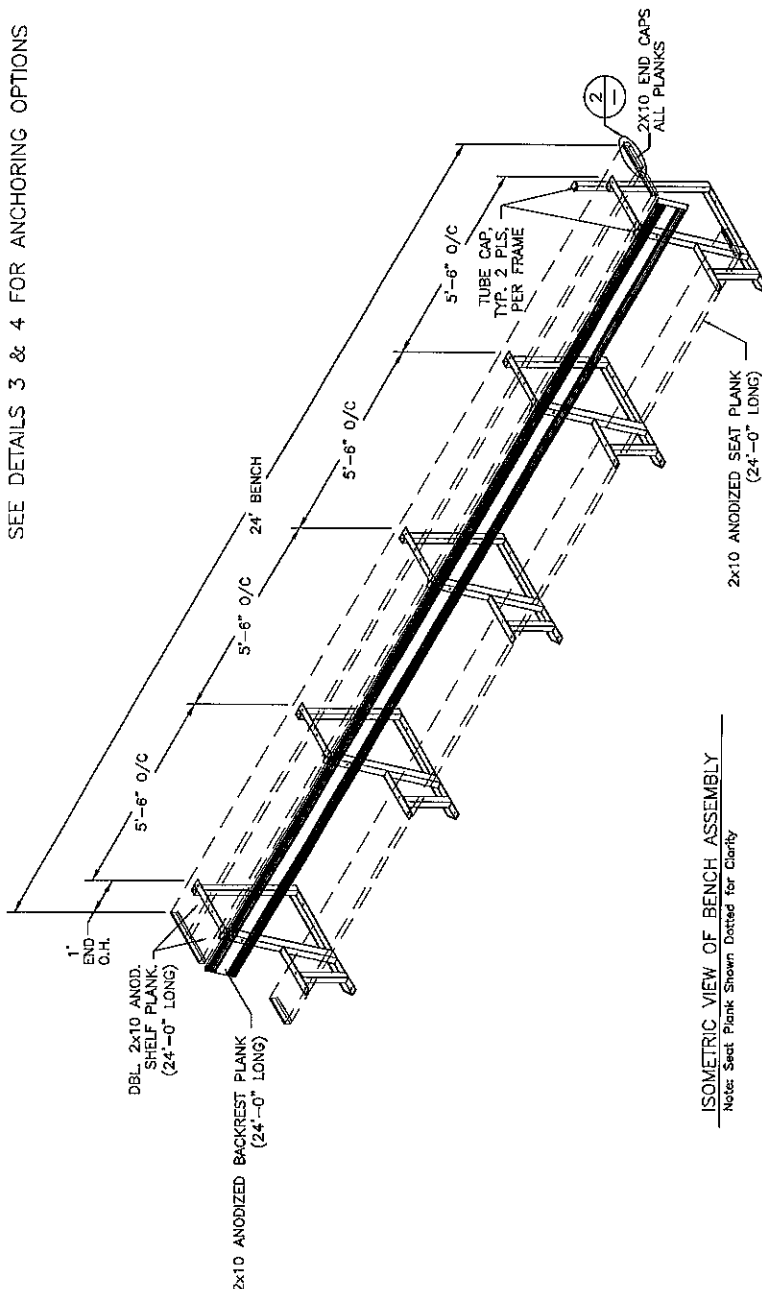


NOT TO SCALE

③ RUBBER FOOT PAD ATTACH. DETAIL



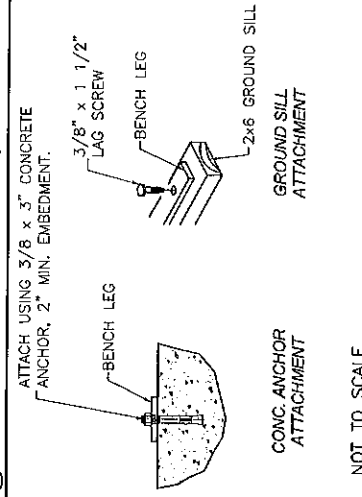
SEE DETAILS 3 & 4 FOR ANCHORING OPTIONS



ISOMETRIC VIEW OF BENCH ASSEMBLY

Note: Seat Plank Shown Dotted for Clarity

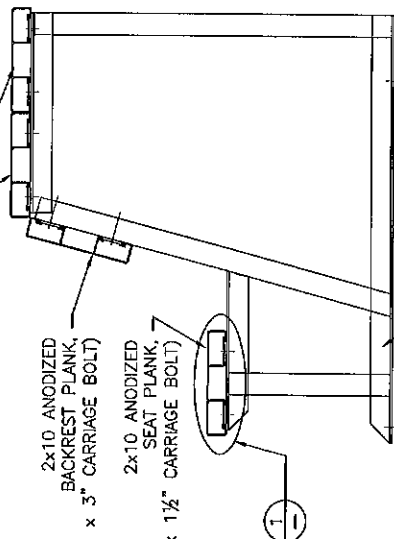
④ TYP ANCHORING DETAIL



DBL. 2x10 ANODIZED SHELF PLANK, (USE 5/16 x 3" CARRIAGE BOLT)

2x10 ANODIZED BACKREST PLANK, (USE 5/16 x 3" CARRIAGE BOLT)

2x10 ANODIZED SEAT PLANK, (USE 5/16 x 1 1/2" CARRIAGE BOLT)



SIDE VIEW OF BENCH ASSEMBLY

National Recreation Systems, Inc.
1300-D NORTH AIRPORT OFFICE PARK FORT WAYNE, IN 46825

This drawing and all information contained herein is the property of NATIONAL RECREATION SYSTEMS, INC. and is not to be reproduced without express written permission of this manufacturer. We assume no responsibility for unauthorized use of this drawing. National Recreation Systems, Inc. is not responsible for local permits and occupancy requirements.

SCALE: NTS
DATE: 11/12/12
TITLE: 'DGS' BENCH ASSEMBLY 24'-0" LONG
APPROVED BY: J.L.B.
DRAWN BY: J.L.B.
CUSTOMER: BE-DGS02400

PROVIDE AND INSTALL PLAYERS BENCH WITH BACKREST AND SHELF

Bid # 50-129725

Section 1.0 – No Pre-Bid Conference:

No Pre-Bid Conference Is Needed. Contact Brad Roth at 504-736-6999 or broth@jeffparish.net to schedule a site visit.

Section 2.0 – Scope:

The owners extend this bid to cover all labor, materials, deliver, equipment and all other essentials to install Players bench with backrest and shelf: surface mount at LaSalle Park, 6600 Airline Drive, Metairie, LA 70003

Section 3.0 – Quantities/Inspection:

Bidders must inspect the site and perform their own measurements in order to determine the proper quantity of materials and equipment required to complete this project. All measurements given in these specifications are informational only.

Section 4.0 – Bid Specifications:

- Remove existing, cut anchors, provide dumpster for disposal of old benches
- Furnish and install (Qty. 8) National Recreation Systems, Inc. number BE-DGS02400. Players bench with backrest and shelf: surface mount
- Aluminum square tube and angle understructure
- 2 x 10 anodized seat plan and backrest with aluminum end caps
- (2) 2 x 10 anodized plank for shelf
- Rubber foot pads
- Color: Number 5003 Navy Blue

Section 5.0 – Hours of Work:

Work shall be performed during normal working hours. All work must be scheduled with owner representative 5 days in advance. The successful bidder shall work normal building working hours to provide a safe work environment at no extra charge to Jefferson Parish.

Section 6.0 – Cleaning Area and Safety:

Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment and debris at all times. Inflammable material must be removed from the job site daily, because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare and safety of the general public, employees of Jefferson Parish, and other Parish officials.

Section 7.0 – Existing Structure:

Should any cutting, patching alteration, addition, or repairs to existing structure, wall, floor, ceiling or part of building be required of this project, the successful bidder shall restore the alteration to its original condition, with the same type materials, finish and workmanship.

Section 8.0 – Warranty:

The bidder must agree, upon written notice from the owner, promptly and without charge, and to the satisfaction of the owner, to make changes replacements, and corrections which may be required to make good all defects in materials and/or equipment under its intended use, within the warranty period, at no cost to the owner.



PLAYER'S BENCH WITH SHELF

- Finally, players and coaches have a place for equipment
- Features 10"W anodized or powder coated planks
- 20"W rear shelf
- All aluminum construction.
- Portable or surface mount (requires drilling holes in framework)

5 Year Limited Warranty

ANODIZED ALUMINUM

LENGTH	CODE	PRICE
7.5'	BEPS08	\$679 ⁹⁹ ★
15'	BEPS15	\$909 ⁹⁹ ★
21'	BEPS21	\$1,139 ⁹⁹ ★
27'	BEPS27	\$1,679 ⁹⁹ ★

POWDER-COATED (SELECT COLOR)

LENGTH	CODE	PRICE
7.5'	BEPS08C	\$739 ⁹⁹ ★
15'	BEPS15C	\$1,079 ⁹⁹ ★
21'	BEPS21C	\$1,489 ⁹⁹ ★



Shelf space allows place for helmets, scorebooks, caps, water bottles, gloves, etc.



SCORERS TABLE WITH BENCH

- Table and bench are 7.5' L
- All aluminum construction
- Features 10"W anodized or powder coated aluminum seat planks
- 20"W ribbed aluminum table top.
- If choosing powder coated, specify color: Forest Green, Navy Blue, Red, Royal Blue

5 Year Limited Warranty

BEST08
BEST08C

Natural Aluminum
Powder Coated

\$629⁹⁹ EA ★
\$679⁹⁹ EA ★



ALUMINUM

NAVY BLUE

SCARLET RED

ROYAL BLUE



5' COURTSIDE BENCH

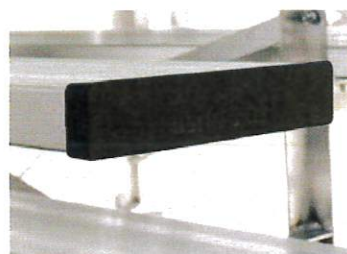
- Heavy duty aluminum bench with back
- 2 3/8" OD galvanized steel legs
- Planks are powder coated and come with safety end caps

5 Year Limited Warranty

BEPG05G
BEPG05W

Forest Green
White

\$484⁹⁹ EA ★
\$484⁹⁹ EA ★



SAFETY END CAPS

- UV treated poly endcaps
- No Sharp edges
- Designed to fit BSN Sports planks only
- Sold in pack of 6
- Hardware included

ZENDCAP

\$18⁹⁹ PACK ★



GYM FLOOR PROTECTOR KIT

- Non-marring floor protectors
- Fit any 2 3/8" O.D. material

5 Year Limited Warranty

BEPROT8
BEPROT15

7 1/2' Bench kit \$21⁹⁹ KIT OF 4
15' Bench kit \$29⁹⁹ KIT OF 6

ADD COLOR TO YOUR BENCHES!
SPECIFY COLOR WHEN ORDERING



Section 9.0 – SDS (Safety Data Sheets):

The bidder shall notify the Jefferson Parish Department of Recreation contact person of any hazardous substances that will be bought to and/or used at the workplace.

Section 10.0 – Permits:

The successful bidder shall obtain any and all permits required by the Jefferson Parish Department of Inspection and Code Enforcements. The successful bidder shall also be responsible for payment of these permits. All permits must be obtained prior to the start of the project.

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the Invitation to Bid. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability, Workmen's Compensation Insurance and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☐ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☐ COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☐ COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required unless otherwise specified in the bid. Such insurance is due upon contract execution.

1) OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

2) BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

Form

W-9(Rev. November 2017)
Department of the Treasury
Internal Revenue Service**Request for Taxpayer
Identification Number and Certification**► Go to www.irs.gov/FormW9 for instructions and the latest information.**Give Form to the
requester. Do not
send to the IRS.**

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

Varsity Brands Holding Co., Inc

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

BSN Sports LLC

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.

P.O. BOX 7726

6 City, state, and ZIP code

Dallas, TX 75209

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

4	7	-	2	4	6	0	2	7	2
---	---	---	---	---	---	---	---	---	---

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 ►

Chris Bloomfield
CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

Date ► 2-10-20

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

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

02/10/2020

Date



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
02/17/2020

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 Insurance Services West, Inc. fka Willis of Texas, 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 75234	INSURER(S) AFFORDING COVERAGE INSURER A: James River Insurance Company INSURER B: Travelers Property Casualty Company of Ame INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 12203 25674

COVERAGES**CERTIFICATE NUMBER:** W15453874**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 SUBR INSD 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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	00067824-5	07/30/2019	07/30/2020	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 type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	TJ-CAP-6E004847-TIL-19	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		00063341-5	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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 type="checkbox"/> N/A	TC2J-UB-6N324265-19	07/30/2019	07/30/2020	<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

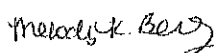
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: 5000129725; Player Benches at LaSalle Park

For Division Branch: Bid Department

The Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council are included as Additional Insureds as respects to General Liability and Auto Liability.

CERTIFICATE HOLDER**CANCELLATION**

Jefferson Parish Attn: Doris Abraham 200 Derbigny Street General Government Building, Suite 4400 Gretna, LA 70053	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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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.



BSN SPORTS

PO Box 7726 – Dallas, TX 75209-0726

November 19, 2019

To Whom It May Concern:

The following individuals have authority to sign bids and contracts for BSN Sports:

Chris Bloomfield

Craig Mostaffa

John Stafford

Sherry Iqbal

Lorraine Eubank

Jackson Morris

Kendall Isaac

National Bid Director

Senior Bid Specialist

Senior Bid Specialist

Bid Specialist

Bid Specialist

Bid Specialist

Bid Specialist

Sincerely,

Terrence M. Babilla, President,
Chief Operating Officer & General Counsel
BSN Sports, LLC

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

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 sales 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 1-800-719-3066 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.

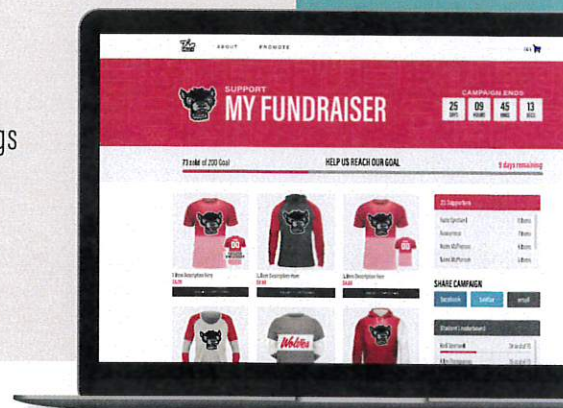


Find out why over 60,000 teams, groups and clubs across the nation rely on us every single year to exceed their fundraising needs.

info@fancloth.com
(866) 897-3349

WHAT IS FAN CLOTH?

Fan Cloth is an online apparel fundraiser. Each campaign comes with custom catalogs and an online shop to order from. The average campaign lasts around 20 days and once complete, items are produced and shipped out.



Free Online Store With Every Fundraiser

WHY USE FAN CLOTH?

ZERO COST TO YOU

Running a Fan Cloth campaign is 100% free, no money upfront or at the end. The art, catalog and online store all come to you free of charge.

APPAREL FOR EVERY FAN

Each campaign is balanced with over 20 items. A perfect match for any fan's style and budget.

NO WASTED INVENTORY

We produce each item that is sold at the end of your campaign. Meaning, excess inventory sitting around and costly pre-orders are a thing of the past.

FUNDRAISING PROFITS

Profits are based on total items sold. The more you sell, the more you earn. See chart below:

60-150 ITEMS SOLD	151-250 ITEMS SOLD	251-399 ITEMS SOLD	400+ ITEMS SOLD
\$4	\$6	\$8	\$9
PER ITEM	PER ITEM	PER ITEM	PER ITEM



Custom Catalogs Come Free
With Every Fundraiser

TRANSACTIONS

Orders are placed through your online store, meaning students and coaches no longer have to hassle with collecting and counting cash. Shops are secured with SSL certificates and comply with PCI standards for consumer privacy and safety.

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