

1110433

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

18-52963



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000122510 ONE TIME PURCHASE OF BASKETBALL PADDING**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)

13-Mar-2018 07:27:29 AM

DATE: 3/12/2018

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00122510

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: DMEVANS@jeffparish.net

Bids will be received until 11:00 AM, 3/16/2018 via online at [www.jeffparishbids.net](http://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 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](http://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. Further, a current W-9 form and respective Tax Identification number must be supplied upon contract execution, should you be awarded a contract and/or issued purchase order. Failure to do so may result in delay of payment.

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 submitted a bid in response to this solicitation may submit a protest in writing to the Director of the Purchasing within 48 hours of bid opening. The Purchasing Director will review it in connection with the Parish Attorney's Office as appropriate and a written response will be provided as soon as possible.

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 warranty, 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)(5) 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 A17.1-1961).

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](http://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.

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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(I), 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 stated 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. Prior to contract executions/purchase order issuance, the successful bidder will be required to provide final insurance certificates which shall name Jefferson Parish as an additional insured in accordance with the instructions in the aforementioned "Standard Insurance Requirements" sheet.
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: 3/12/2018

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 4

BID NO.: 50-00122510

## JEFFERSON PARISH

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

VENDOR: 27118 BLANK BID COPY VENDOR

BUYER: DMEVANS

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 \_\_\_\_\_

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:                                      | CHRIS BLOOMFIELD             |
| (Must be signed here)                           | TITLE: National Bid Director |
| PRINT OR TYPE NAME:                             | bsnbid@bsnsports.com         |
| ADDRESS:  | BSN SPORTS<br>PO BOX 7726    |
| CITY, STATE:                                    | DALLAS, TX 75209-0726        |
| ZIP:  |                              |
| TELEPHONE:                                      | (800) 527-7570 x7324         |
| FAX:  | (800) 365-7653               |
| EMAIL ADDRESS:                                  | BSN BID @ BSN SPORTS . com   |

TOTAL PRICE OF ALL BID ITEMS: \$ \_\_\_\_\_



## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00122510

SEALED BID

| ITEM NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES   | UNIT PRICE QUOTED | TOTALS |
|-------------|----------|-----|---|-------------------|--------|
| 1           | 4.00     | EA  | <p>ONE TIME PURCHASE OF BASKETBALL PADDING</p> <p>0001 Bison Basketball Goal Backboard Padding.</p> <p>Item # 5054XXXX<br/>Color: Grey <i>AS SAW</i></p> <p>Bison DuraSkin No-Glue Padding Kit. Fits any 72" wide glass backboard. Molding process produces a super-tough skin on the outside of the foam padding to allow for long life. Meets NCAA and NFHS specifications. Stay-put, bolt-on attachment system. Molded-in goal relief. Includes mounting hardware and instructions. Padding shall be cellular construction with a skin of an average minimum thickness of 0.060". The skin shall be produced integral to the cushion using a self-skinning molding process. The tear strength of the skin shall be a minimum of 125psi. The padding system shall be capable of mounting to all brands and styles of 72" rectangular backboards by means of eight bolts (provided). A steel track molded into the padding shall provide rigidity and strength to the mounting system. The corners of the padding shall be molded square for maximum safety and shall not require mitering, gluing or forming for attachment. All hardware shall be provided. Colors shall be continuous throughout the thickness of the padding, not only on the skin. The warranty shall extend for 5 years and cover tearing and deterioration, as well as detachment from backboards. Padding shall be molded to meet or exceed all standards set forth by the NCAA, National High School Federation and FIBA.</p> <p>These specifications shall apply to Items 0001 through 0003.</p> | 148.22            | 592.88 |
| 2           | 2.00     | EA  | <p>0002 Bison Basketball Backboard Padding</p> <p>Item # 5054XXXX <i>AS SAW</i></p> <p>Color: Black</p>   | 148.22            | 296.44 |
| 3           | 2.00     | EA  | <p>0003 Bison Basketball Backboard Padding</p> <p>Item # 5054XXXX <i>AS SAW</i></p> <p>Color: Royal Blue</p>  | 148.22            | 296.44 |
| 4           | 1.00     | EA  | 0004 Freight  | Included          |        |

CHRIS BLOOMFIELD  
National Bid Director  
bsnbid@bsnsports.com

DATE: 3/12/2018

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**INVITATION TO BID FROM JEFFERSON PARISH - continued**

BID NO.: 50-00122510

**SEALED BID**

| ITEM<br>NUMBER | QUANTITY | U/M | DESCRIPTION OF ARTICLES  | UNIT PRICE<br>QUOTED   | TOTALS |
|----------------|----------|-----|--|--|--------|
|                |          |     | <p>Please ship to:<br/> Jefferson Parish Parks &amp; Recreation<br/> Westbank Athletics<br/> 7437 Lapalco Blvd.<br/> Marrero, LA 70072</p> |  |        |
|                |          |     |  | <p>CHRIS BLOOMFIELD<br/> National Bid Director<br/> bsnbid@bsnsports.com</p> |        |



# JEFFERSON PARISH

## Department of Purchasing

Michael S. Yenni  
Parish President

Renny Simno  
Director

### **CHANGES TO JEFFERSON PARISH BIDDING PROCEDURES**

The East bank Office of Purchasing is now open! We are located in the Joseph S. Yenni Building, 1221 Elmwood Park Blvd., Suite 404, Jefferson, LA 70123. Bidders may submit bid responses at this location, pending authorization in each bid package. **Bidders should carefully read and must respond accordingly per the requirements of the bid packages.** **NOTE: Bidders submitting bids on the day of bid opening, bidders must submit at the West Bank location only.**

#### **Other Changes Continued:**

- For all advertised sealed bids, written evidence of signature authority must be included with bid submission.
- Current W9 Forms 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, a current W-9 form must be supplied upon contract execution, should you be awarded a contract and/or issued a purchase order.
- Upon contract execution, successful bidder must produce final insurance certificates per standard Jefferson Parish insurance requirements. Proof of insurance is required for bidding purposes. Bidders must read the insurance requirements attachment included in each bid package for specific instructions.

**Bidders should reference the "Additional Requirements" section of the bid instructions and/or the "Important Notice to Bidders" included in the bid package for specific requirements to respond accordingly.**

For more information, please call Jefferson Parish Purchasing at 504-364-2678.



► Go to [www.irs.gov/FormW9](http://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.<br><b>Varsity Brands Holding Co., Inc</b>   |   |
| 2 Business name/disregarded entity name, if different from above<br><b>BSN Sports LLC</b>   |   |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input checked="" type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____<br><b>Note:</b> 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 <b>not</b> 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.<br><br><input type="checkbox"/> Other (see instructions) ► _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><i>(Applies to accounts maintained outside the U.S.)</i> |
| 5 Address (number, street, and apt. or suite no.) See instructions.   | Requester's name and address (optional)   |
| 6 City, state, and ZIP code   |   |
| 7 List account number(s) here (optional)  |   |

|               |   |
|---------------|---|
| <b>Part I</b> | <b>Taxpayer Identification Number (TIN)</b> |
|---------------|---|

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 |
|---|---|---|---|---|---|---|---|---|---|

|                |                      |
|----------------|----------------------|
| <b>Part II</b> | <b>Certification</b> |
|----------------|----------------------|

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶  | Nat. Air. Dir. Director<br>bsnnpa@transportation.gov | Date ▶  |
|           |  |  | 3-13-18 |

## 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](http://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?

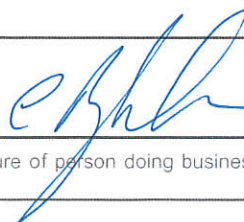
☐ Yes

☒ No

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

**None**

4



**CHRIS BLOOMFIELD**  
National Bid Director  
bsnbid@bsnsports.com

Signature of person doing business with the governmental entity

**03/05/2018**

Date





**FEEL THE STRENGTH**

**Who We Are: BSN SPORTS**

Founded in 1972 as a factory-direct equipment company, today BSN SPORTS is the **largest distributor of team sports apparel and equipment in the United States.**

BSN SPORTS has become the Best Supply Network in Sports through the growth of our core sporting goods business and through the acquisition of leading team dealers since 2004, representing **hundreds of years of combined experience** (Kesslers Team Sports, Dixie Sporting Goods, Orlando Team Sports, Salkeld Sports, Collegiate Pacific).

**Our Promise: Game Changing Solutions**

We promise to provide real solutions that make a difference to your budget, your athletes and your peace of mind. BSN SPORTS provides Game Changing Solutions that deliver on our promises and WOW our customers.

**Local Partnership:** 250 sales pros in the field teamed with 75 Territory Managers right here at the factory. No one else has it. **WOW!**

**Multi-Brand Selection:** larger selection of multiple brands and proprietary products than any other company in the industry. **WOW!**

**Personal Solutions:** one-stop-shop for equipment and uniforms; one invoice and pay only after the last box arrives; 24-hour quick ship delivery on over 20,000 items and more. **WOW!**

**The BSN SPORTS Family**



[www.BSNSPORTS.com](http://www.BSNSPORTS.com)



**FEEL THE STRENGTH**

PO BOX 7726, DALLAS, TX 75209 – PHONE: 800-527-7510 – FAX: 800-365-7653

August 21, 2013

To Whom It May Concern:

The following people have authority to sign bids for BSN Sports:

Chris Bloomfield  
Craig Mostaffa  
John Stafford  
Sherry Iqbal

Bid Director  
Bid Specialist  
Bid Specialist  
Bid Specialist

Sincerely,

Terrence M. Babilla, Chief Operating Officer  
BSN Sports, Inc.

**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 1-800-774-6972 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 December 31, 2013. 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 of AL, AR, AZ, CA, CO, CT, FL, GA, HI, ID, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NJ, NY, NV, OH, OK, PA, SC, SD, TN, TX, VA, WA, WI and WV. 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 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.



## Affirmative Action Rider Program



### Affirmative Action and Equal Employment Opportunity Policy

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#### 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



## WE ARE THE **BEST** SUPPLY **NETWORK** IN **SPORTS™**

Founded in 1972 as a factory-direct equipment company, **BSN SPORTS** continues the tradition as the largest distributor of team sports apparel and equipment in the United States. We are in a unique position to support the student athlete and coach from grade school to college and beyond.

### LOCAL PARTNERSHIP

With over 850 sales professionals living and working across the United States, we specialize in understanding your community, your school and your unique needs. BSN SPORTS service approach is designed to make you the hero on and off the field.



### TECHNOLOGY LEADER



- Catalogs/Promos Auto Update
- Inventory Inquiry Link
- Onsite Order Entry
- Order Tracking
- Online Player Pay Solution
- Team Art Locker - 1,000+ Designs

**24**  
HOUR  
QUICK SHIP

**BEST PRICE.**  
GUARANTEE

**GO**  
PAPERLESS

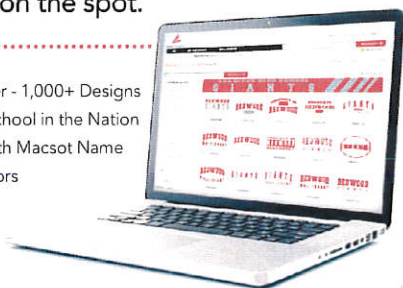
### GAME CHANGING SOLUTIONS

We promise to provide real solutions that make a difference to your budget, your athletes and your peace of mind. Our one-stop shop approach saves you time and reduces the number of vendors you need.

#### iPad App = Instant Access

Sales Pros equipped with a custom app gives instant access to search products, check inventory, place orders and track shipments on the spot.

- Team Art Locker - 1,000+ Designs
- Every High School in the Nation
- Preloaded with Mascot Name & School Colors



#### Team Art Locker

Use this online tool to access custom artwork for every high school in America!

#### My Team Shop

Create a custom online store with the decorated athletic apparel, footwear & sports equipment you want your team to purchase.



#### EQUIPMENT

- Team Gear
- Game & Practice
- Field
- Gym & Fitness
- Facilities
- Physical Education
- Bleachers

#### TEAMWEAR

- Uniforms
- Performance
- Travel
- Coaching
- Staff
- Fans

#### DECORATION

- Screen Printing
- Embroidery
- Numbering
- Logos
- Lettering



The Ultimate TeamWear Outfitter

800.527.7510 • [BSNSPORTS.com](http://BSNSPORTS.com)



# 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](mailto:bsnbilling@bsnsports.com)  
or call 1 (800) 527-7510





# IT'S TIME TO UP YOUR GAME.

Utilize the VARSITY BRANDS IMPACT Program and you'll partner with the BEST in CLASS leaders in sport, spirit and achievement—BSN SPORTS for uniform and equipment needs, HERFF JONES for every graduation and yearbook need, and VARSITY SPIRIT for all things cheer and dance. From online education to complete rebranding, we have the resources to help you meet your goals.

Turn the page and learn how we can IMPACT your school!

## VARSITY // BRANDS IMPACT PROGRAM

[impact@varsitybrands.com](mailto:impact@varsitybrands.com) // [varsitybrands.com/IMPACT-program](http://varsitybrands.com/IMPACT-program)

identity crisis

low school spirit

reduced community support

no facility branding

declining graduation

low faculty morale

**SOUND LIKE  
YOUR SCHOOL?**

We can help.

VARSITY // BRANDS



Varsity Brands elevates student experiences by partnering with educators, coaches and students to build school pride, student engagement and community spirit.



# EVERY SCHOOL NEEDS IMPACT

SIGN UP AND  
TAKE ADVANTAGE  
OF OUR IMPACT  
PARTNERSHIP  
RESOURCES

**VIP BRANDING**  
POWERED BY VARSITY BRANDS

**VIP BRANDING -**  
The school transformation  
expert in Identity, Facility  
and Spirit Branding



**VARSITY UNIVERSITY-**  
Year round education  
program for Coaches,  
Administrators, Athletes  
and Parents



**SPIRIT WORKS -**  
A consultative program  
demonstrating how to  
effectively inspire,  
engage and transform  
spirit on your campus

IMPACT PROGRAM School  
and AMSHS finalist

El Toro High School  
Lake Forest, CA

Some schools are rocking,  
with pep clubs and stadiums full of people and are ready  
to take their spirit to the next level.

Some schools are doing okay,  
wanting to increase student engagement but struggling with how  
to fund it because of budget issues and not knowing where to begin.

Some schools are facing challenges  
due to using a copyright infringed mascot that has or may  
lead to a cease and desist letter.

Some schools are battling  
a lack of community involvement and poor public image  
perceptions along with a slew of social media issues like bullying,  
distracted driving and more.

HOW CAN YOU IMPACT CHANGE AT YOUR SCHOOL?

Find out today: 1.833.946.7228

VARSITY // BRANDS

## IMPACT PROGRAM

[impact@varsitybrands.com](mailto:impact@varsitybrands.com)

[varsitybrands.com/IMPACT-program](http://varsitybrands.com/IMPACT-program)

