



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Brenda C. Patel  
Director

November 27, 2017

**ADDENDUM # 1**

Bid No.: 50-00121281

Bid Opening Date: 11/30/2017

Extended Date: 12/12/2017

**For: Labor, equipment & materials necessary to install elevated angle frame bleachers for Jefferson Parish Recreation.**

**The bid opening has been extended until December 12, 2017.**

**Add the following to the job description:**

Concrete slabs shall be added to both bleacher areas. The concrete shall be 4" thick, reinforced, with broom finish. The slabs shall be flush with the existing concrete and any dirt removal or grading required shall be included in the price.

3<sup>rd</sup> Base Bleachers - The concrete shall be the width (plus 1' on either side) and length of the ramp and shall extend past the ramp to tie into the existing walkway for ADA accessibility.

1<sup>st</sup> Base Bleachers - The concrete shall fill in the area between the existing bleacher slab and rear walkway. The concrete shall be the length of the ramp and extend past the ramp to tie into the existing walkway for ADA accessibility.

Contractor is responsible for exact measurements for all concrete work.

Sincerely,

Donna Reamey

Donna Reamey, Buyer II  
Jefferson Parish Purchasing Department

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

**Bidders must acknowledge all addenda on the bid form. Bidder acknowledges receipt of this addendum on the bid form as indicated. Failure to do so will result in bid rejection.**

**This addendum is a part of the contract documents and modifies the original bidding documents and specifications. The contents of this addendum shall be included in the contract documents. Changes made by this addendum shall take precedence over the documents of earlier date.**

General Government Bldg. - 200 Derbigny St - Suite 4400 - Gretna, LA 70053

Office 504.364.2678

Email: [Purchasing@jeffparish.net](mailto:Purchasing@jeffparish.net) Website: [www.jeffparish.net](http://www.jeffparish.net)

1110433

WHEN ORDERING OFF THIS BID,  
PLEASE INDICATE THIS BID  
NUMBER ON ALL ORDERS.  
17- 52652



**Bid Number 50 - 00121281**

Labor, equipment & materials necessary to install elevated angle frame bleachers for Jefferson Parish Recreation Department.

**November 30, 2017 AT 2:00 PM**

**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  
Donna Reamey  
Dreamey@Jeffparish.net  
504-364-2684

## **STANDARD INSURANCE REQUIREMENTS – PUBLICLY ADVERTISED BIDS**

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 advertised 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.

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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.

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### **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.**

1110433

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

17-52652



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000121281 LABOR, EQUIPMENT & MATERIALS NECESSARY TO  
INSTALL ELEVATED ANGLE FRAME BLEACHERS FOR JEFFERSON  
PARISH RECREATION DEPARTMENT.**

Jefferson Parish Government

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

01-Nov-2017 09:25:16 AM

**BID # 50-00121281**  
**SPECIFICATIONS**

Labor, materials & equipment necessary to install elevated angle frame bleachers for Jefferson Parish Recreation Department.

**Section 1.0 – Pre-Bid Conference:**

A Non-Mandatory Pre-Bid Conference shall be held:

Location: Harvey Playground 2240 Alamo Street, Harvey La. 70058

Date: November 16, 2017

Time: 10:00 AM

All prospective bidders are invited to attend this non-mandatory pre-bid conference. However, failure to attend the non-mandatory pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the non-mandatory 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. This conference is held to allow questions to be answered and to inspect the site with the owner's representative.

**Section 2.0 – License Requirements:**

The following Louisiana State license shall be required for this project:

- Louisiana State Commercial Contractors License :
- Building Construction and/or
- Recreation and sports facilities and golf courses.

**NOTE-** Louisiana State Contractors License number shall be on the outside of the bid envelope. 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.



November 29, 2017

Chris Bloomfield  
BSN Sports, LLC.  
4849 Alpha Road  
Dallas, TX 75244

Re: Type of Bond: Bid Bond  
Bond Number: Bid Bond  
Obligee: Jefferson Parish Purchasing Department  
Description: Bid # 50-00121281- labor , equipment and material for Bleachers  
Bond Amount: 5%

Dear Chris:

We are pleased to enclose the bond you requested. The bond issued was based upon the information you provided. We suggest you check all the documents enclosed, including the Power of Attorney, signatures, dates, amounts, description, and any other attachments. Please verify that the bond form attached is the form required, and be sure to execute the bond with the proper signature and seal.

Thank you and please call me should you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Cathy", is positioned above the printed name.

Cathy Krueger, CRIS, AFSB  
Surety Account Executive

Enclosure

CMK/hc

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

BSN Sports, LLC.  
4849 Alpha Road  
Dallas, TX 75244

### SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company  
1450 American Lane, Suite 1100  
Schaumburg, IL 60173

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Jefferson Parish Purchasing Department  
200 Derbigny Street, General Government Bldg. Ste 4400  
Gretna, LA 70053

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Bid # 50-00121281- labor , equipment and material for Bleachers

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November, 2017

  
(Witness)

  
(Witness) Holly R. Carver

BSN Sports, LLC.

(Principal)

(Seal)

By:   
(Title)

CHRIS BLOOMFIELD  
National Bid Director  
bsnbid@bsnsports.com

North American Specialty Insurance Company

(Surety)

(Seal)

By:   
(Title)

Catherine M. Krueger Attorney-in-Fact





SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Catherine M. Krueger

Principal: BSN Sports, LLC.

Bond Number: Bld Bond

Obligee: Jefferson Parish Purchasing Department

Bond Amount: See Bond Form

Bond Description: Bid # 50-00121281- labor, equipment and material for Bleachers

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook

ss:

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 29th day of November, 2017.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company



### **Section 3.0 – Bonds:**

A bid bond will be required **with** bid submission in the amount of 5% of the total bid. 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, vendor must submit an electronic bid bond through the respective online clearinghouse bond management system 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.

A Performance Bond in the amount of 50% of the total contract amount will be required. Performance bond shall be produced upon contract execution.

## **PART 1 -GENERAL**

### **1.01 SECTION INCLUDES**

- A. Design and fabrication of Elevated angle frame bleachers

### **1.02 QUALITY ASSURANCE**

- A. Welders must conform to AWS standards.
- B. Source Quality Control: Mill Test Certification.
- C. Codes and Standards: 2012/2015 International Building Code/ ICC 200 2102.

### **1.03 WARRANTY**

- A. Warranty shall guarantee bleachers to be free from defect in materials and workmanship for a period of **1 year** under normal use. Warranty period shall begin on date of completion for projects installed by manufacturer, or its subcontractors, **OR** warranty period shall begin on date of final delivery on projects installed by others.
- B. Anodized finish of plank extrusions shall be covered by a **5 year** warranty against loss of structural strength or finish deterioration due to exposure to weather conditions or UV rays. Discoloration of mill finish aluminum due to galvanic reaction not covered.

### **1.04 PRODUCT LIABILITY INSURANCE**

- A. Product liability insurance is carried for the life of the product in the amount of \$2,000,000.

## **PART 2 – PRODUCTS**

### **2.01 ACCEPTABLE MANUFACTURER**

- A. National Recreation Systems, Inc., OR EQUAL

## 2.02 DESIGN

A. Applicable Codes: INTERNATIONAL BUILDING CODE (IBC), 2012/2015 EDITION/ICC 300 2012

B. Design Loads:

1. Live Loads: Uniform loading - Structure = 100 pounds psf  
Uniform loading - Seat and Foot plank = 120 pounds plf
2. Sway Loads: Perpendicular to seats = 10 pounds plf  
Parallel to seats = 24 pounds plf
3. Guardrail Loads: Uniform vertical load = 100 pounds plf  
Uniform horizontal load = 50 pounds plf  
Concentrated horizontal load = 200 pounds
4. \*Wind Loads: Basic design wind speed = 150 mph (exposure "B")

**\*Note: Bleacher must be anchored to meet wind loads above.\***

## 2.03 ELEVATED ANGLE FRAME BLEACHERS

Quantity and Size: Shall consist of   (2) units   rows high x   48'9"   feet long each with a front walkway, ramp and (1) set of entry stairs, per drawing. Net seating capacity of   88 + 4   (including aisles, based on 18" per seat)

- A. Framework: Prefabricated aluminum angle spaced at 6' intervals joined by means of aluminum angle cross bracing.
- B. Shop Connections: Welded to meet AWS standards and local code requirements.
- C. Rise and Depth Dimensions: 8" vertical rise and 24" tread depth, Seat height is 17" above its respective tread.
- D. Seats: Nominal 2" x 10" anodized aluminum with anodized end caps on.
- E. Treads: Nominal two (2) 2" x 10" mill finish aluminum with anodized end caps on rows 2 and up.
- F. Risers: Nominal two (2) 1" x 6" mill finish aluminum with end caps on top row only.  
Nominal 1" x 6" mill finish aluminum with end caps on all other rows.

- G. Guardrail: Rails shall be anodized aluminum tube with end plugs and elbows where required. All Rails shall be secured to angle supports with galvanized fasteners. Top rails at sides, rear and front shall be 42" above the leading edge of seat or walking surfaces. Rear rail support members shall be aluminum channel, side and front rail supports shall be aluminum angle.
  - 1. Chainlink System: Fencing shall be 9 gauge 2" mesh galvanized chainlink fabric, heavy duty tension bands, tension bars, brace bands, combo rail endcaps, & wire ties.
- H. Joint Sleeve Assembly: Internal splices, where required shall be two per joint, and shall penetrate the joint a minimum of 8" in each direction and be riveted at one end only to allow for contraction and expansion.
- I. Aisles: Aisle footboards shall be of aluminum alloy 6063-T6 and be of mill finish with contrasting aisle markings. Three aisle stiffener angles shall be used to strengthen the aisle step. There shall be 2 aisle(s) 48 inches wide, per unit.
- J. Aisle Handrail: Anodized aluminum pipe with intermediate rail.
- K. Entry Stairs: Frames shall be of mill finish aluminum angle, 6061-T6 or mechanically equivalent and shall be 1 set(s) of entry stairs, 48" in height. Guardrail and handrails shall be provided for stairs as required. Stairs shall be compatible with walkway and consist of (1) nominal 2" x 12" plank per stair.
- L. Handicapped Accessibility: Shall be provided as required by the code listed above and shall include a minimum of (1) ramp per unit.

## 2.04 MATERIALS /FINISHES

- A. Framework:
  - 1. Aluminum: Structural fabrication with aluminum alloy 6061-T6 mill finish. Each frame shall be unit-welded, using metal inert gas method, under guidelines by the American Welding Society. After fabrication all steel is hot dipped galvanized to ASTM A-123 specifications. All cross-bracing and horizontal bracing shall be aluminum angle 6061-T6 mill finish.
- B. Extruded Aluminum:
  - 1. Seat planks: Aluminum alloy 6063-T6, clear anodized 204R1, AA-M10C22A31, Class II. With a wall thickness nominally .078" for impact and deformation resistance.
  - 2. Tread and Riser Planks: Aluminum alloy 6063-T6, mill finish. With a wall thickness nominally .078" for impact and deformation resistance.
  - 3. Entry stair and ramp frames: Aluminum alloy 6061-T6 mill finish.
  - 4. Guardrail Pipe: 1-5/8 OD schedule 40 aluminum alloy 6105-T5, clear anodized 204R1, AA-M10C22A31, Class II.

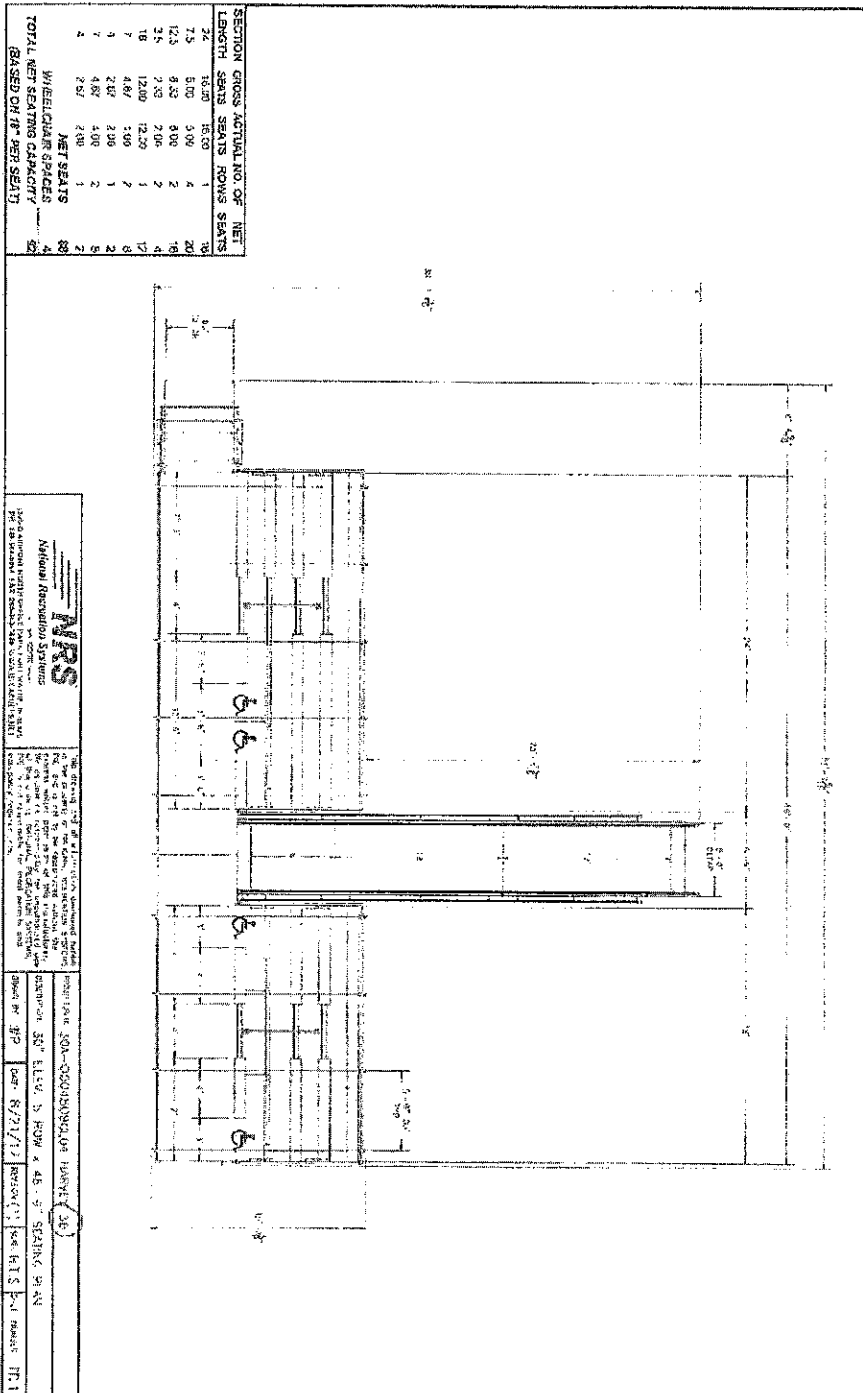
C. Accessories:

1. Channel End Caps: Aluminum alloy 6063-T6, clear anodized 204R1,AA-M10C22A31,Class II.
2. Hardware: Bolts and Nuts shall be hot dipped galvanized.
3. Hold Down Clip Assembly: Aluminum alloy 6063-T6 mill finish.
4. Joint Sleeve Assembly: Aluminum alloy 6063-T6, mill finish.

**PART 3 – EXECUTION**

**3.01 INSTALLATION**

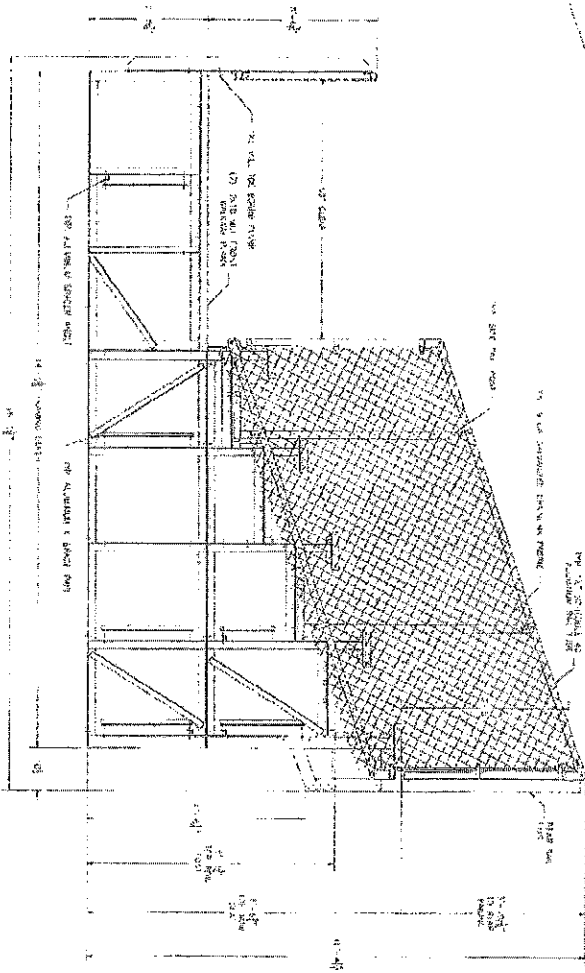
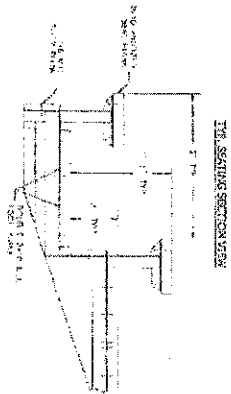
- A. Install bleacher unit in accordance with manufacturer written instructions and shop drawings.











<b>NRS</b> National Recreation Systems 10000 Highway 100, Suite 100 Dallas, Texas 75243 (214) 343-1111		This drawing is the property of NRS and is to be used only for the project and location specified. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of NRS.	
Project Name: <b>201 ELITE 5 ROW GOLF EVOLUTION</b> Date: <b>8/21/17</b> Drawn by: <b>J.S.</b> Checked by: <b>EL</b>	Drawing No.: <b>020-07501-04</b> Revision: <b>(1)</b> Date: <b>8/21/17</b> Drawn by: <b>J.S.</b> Checked by: <b>EL</b>	This drawing is the property of NRS and is to be used only for the project and location specified. It is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of NRS.	

DATE: 11/01/2017  
BID NO.: 50-00121281

INVITATION TO BID  
THIS IS NOT AN ORDER

Page: 1

## JEFFERSON PARISH

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

BUYER: DREAMEY@jeffparish.net

BIDS WILL BE RECEIVED IN THE WEST BANK PURCHASING DEPT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 11/30/2017 AND PUBLICLY OPENED THEREAFTER.

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 will be publicly opened at the West Bank location.

At no charge, bidders may also submit via Jefferson Parish's electronic procurement page by visiting [www.jeffparishbids.net](http://www.jeffparishbids.net) to register for this free site. Additional instructions are included in the text box highlighting electronic procurement.

### LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

**NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.**

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

#### THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

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.

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.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

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 alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing via email to the buyer's email address as indicated above, no later than Five (5) working days prior to the bid opening. Bid numbers should be mentioned in all requests. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

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. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement 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.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

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. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

A corporate resolution or written evidence of the individual signing the bid having such authority must be submitted with the bid. Failure to comply will cause bid to be rejected. For corporate entities, such written evidence may be a printout of the Louisiana Secretary of State's website listing the signatory as an officer. Such printout shall be included with the bid submission. Bids submitted by Owners or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. This documentation must be submitted with the bid. Failure to do so will result in bid rejection.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

### INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: 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. SPLIT AWARDS MADE TO SEVERAL VENDORS WILL ONLY BE GRANTED TO THOSE DEEMED RESPONSIVE AND RESPONSIBLE.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

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 which will then respond in writing as soon as possible.

PREFERENCE: Unless federal funding is directly spent by Jefferson Parish for this purchase, preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA - R.S. 38:2251-2261"

B. 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.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part 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 any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

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

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

**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>.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy 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 <http://purchasing.jeffparish.net> and clicking on Online Forms.

**ADDITIONAL REQUIREMENTS FOR THIS BID**

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

**2,3,4,5,6,8,10,11,13,15**

**PRE-BID CONFERENCE TO BE HELD AT: Harvey Playground 2240 Alamo St. Harvey,  
La. 70058 @ 10:00 AM  
ON 11/16/2017**

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. 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-Collusion 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.
17. For this project, the Contractor shall not pay any state or local sales or use taxes on materials and equipment which are affixed and made part of the immovable property of the project or which permanently incorporated in the project (hereinafter referred to as "applicable materials and equipment"). All purchases of applicable materials or equipment shall be made by the contractor on behalf of and as the agent of Jefferson Parish (Owner), a political subdivision of the State of Louisiana. No state and local sales and use taxes are owned on applicable materials and equipment under the provisions of Act 1029 of the 1991 Regular Session - Louisiana Revised Statute 47:301(8)(c). Owner will furnish contractor a certificate form which certifies that Owner is not required to pay such state or local sales and use taxes, and contractor shall furnish a copy of such certificate to all vendors or suppliers of the applicable materials and equipment

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.

**BID FORM**  
Non Public Works

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES \_\_\_\_\_ NO ✓

MAXIMUM ESCALATION PERCENTAGE REQUESTED 0 %

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 90 DAYS.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

**DELIVERY: FOB JEFFERSON PARISH**

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

4-6 weeks.

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

**THIS SECTION MUST BE COMPLETED BY BIDDER:**

FIRM NAME: BSN SPORTS LLC

ADDRESS: PO BOX 7726  
DALLAS, TX 75209-0726

CITY, STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE: ( 800 ) 527-7510 x 7324 FAX: ( 800 ) 365-7653

EMAIL ADDRESS: BSNBID@BSNSPORTS.COM

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: 1 CB

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

NUMBER: \_\_\_\_\_

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

AUTHORIZED

SIGNATURE: Chris Bloomfield

**CHRIS BLOOMFIELD**

**National Bid Director**

**bsnbid@bsnsports.com**

Printed Name

TITLE: \_\_\_\_\_

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

### WARRANTY

National Recreation Systems, Inc. ("company") warrants to owner ("owner") products to be free from defects in material and workmanship, after proper assembly, and under normal conditions for the type of product, according to the following terms and conditions:

- A) 1 YEAR WARRANTY - failure of structural strength of any framework component.
- B) 5 YEAR WARRANTY - aluminum plank will not blister, crack, peel or flake due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.
- C) The warranty period shall begin from the date title to the goods passes to the owner (typically F.O.B. Factory).
- D) Damages resulting from improper usage, abuse, alteration, negligence, transportation, fire, lightning, caustic chemicals, acts of God, improper maintenance or other causes beyond the control of the "company" are excluded.
- E) Any claim for defects covered by warranty shall be promptly presented, in writing, to NATIONAL RECREATION SYSTEMS, INC., Fort Wayne, IN 46858-1487, Attention: Warranty Service Department. The "company" then shall provide "owner" written instruction for remedy.
- F) Should defects covered by warranty occur the "company" shall repair or replace, at its option and at no cost to the "owner", the defective "product" or defective portion thereof subject to the terms and conditions of the warranty.

The "company" shall not be liable to the "owner" for consequential damages for breach of any written or implied warranty on its "products", and shall not be liable to the "owner" for any incidental damages, for breach of any written or implied warranty unless incurred by the "owner" because the "company" did not perform any remedy hereunder within a reasonable time or because the "company" has imposed an unreasonable duty upon the "owner" as a condition of securing any remedy hereunder. "Owner's" exclusive remedy and damages shall be limited to the repair or replacement of defective "products" as provided herein. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply.

This writing contains the entire agreement between the "company" and the "owner", and the warranties expressed in the first paragraph herein excludes all other warranties, such as those made by dealers, distributors, contractors, or applicators of the "products" of the "company".

All warranties, either expressed or implied, of merchantability of fitness for a particular purpose are limited to the term hereof. Some states do not allow limitations in how long an implied warranty lasts, therefore, the above limitation may not apply to the "owner".

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Effective on any product shipped on or after 10/2012.



## INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00121281

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
1	1.00	JOB	<p>Labor,equipment &amp; materials necessary to install elevated angle frame bleachers for Jefferson Parish Recreation Department.</p> <p>0010 To furnish and install (2) two new aluminum bleachers to seat 88 people plus 4 ADA seats per unit. 5 row x 48 feet 9 inch elevated bleachers to be installed at Harvey Playground, 2240 Alamo St, Harvey, LA 70058, one on 1st bse side and 1 on 3rd Base side of big field with press box. JPRD will remove existing bleachers Vendor to supply all materials necessary to complete this job Vendor shall be responsible for measurements before ordering materials Freight and labor for installation shall be included in bid price See attached specs and drawings on bleachers</p> <p><i>BSN/NATIONAL RECREATION *SEE SPECS ATTACHED.</i></p> <p><i>*DOES NOT INCLUDE CONCRETE PAD INSTALLATION.</i></p>	73,474.99	73,474.99

BSN SPORTS  
PO BOX 7726  
DALLAS, TX 75209-0726

CHRIS BLOOMFIELD  
National Bid Director  
bsnbid@bsnsports.com



**BSN SPORTS**

P.O. Box 7726, Dallas TX 75209

11/28/2017

Jefferson Parish Government  
Bid # 5000121281  
Re: Install, Bleachers.  
Due: December 12th, 2017

**Specifications**

**A. NSPDS01- National Recreation # E-0548.8AH/SR- Custom Bleacher –**  
5 row x 48'9" elevated bleacher, Net seating capacity 88 + 4 ADA seats

**FEATURES :**

Aluminum angle understructure  
2 x 10 anodized aluminum seat plank  
Double 2 x 10 mill finish aluminum foot plank  
1 x 6 riser rows 1 - 4 and (2) 1 x 6 top row risers  
63 inch clear front walkway, 30 inch elevation  
1 set of entry stairs  
(2) 48 inch wide vertical aisles with mid aisle handrails  
Chainlink guardrail system  
1 ADA accessibility ramp + 4 ADA seats (straight ramp)  
Concrete wedge anchors

**B. NSPDS02- National Recreation # E-0548.8AH/LRR-Custom**  
**Bleacher-** 5 row x 48'9" elevated bleacher, Net seating capacity  
88 + 4 ADA seats

**FEATURES :**

Aluminum angle understructure  
2 x 10 anodized aluminum seat plank  
Double 2 x 10 mill finish aluminum foot plank  
1 x 6 riser rows 1 - 4 and (2) 1 x 6 top row risers  
63 inch clear front walkway, 30 inch elevation  
1 set of entry stairs  
(2) 48 inch wide vertical aisles with mid aisle handrails  
Chainlink guardrail system  
**1 ADA accessibility ramp + 4 ADA seats ( L ramp spectator right)**  
Concrete wedge anchors



**BSN SPORTS**

P.O. Box 7726, Dallas TX 75209

11/28/2017

Jefferson Parish Government  
Bid # 5000121281  
Re: Install, Bleachers.  
Due: December 12th, 2017

**Notes**

- On site Assembly included ( Non –prevailing wages)
- Assembly does not include ground work. All ground work to be done by others-concrete pad installation
- All Bleachers Should be Anchored to resist wind loads
- National Recreation does not have a Louisiana State Commercial Contractors License Number.

**Chris Bloomfield**  
**Dallas Bid Department**  
**[Bsnbid@bsnsports.com](mailto:Bsnbid@bsnsports.com)**  
**Phone # 800-527-7510 x7324**  
**Fax # 800-365-7653**

## CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF  
BSN Sports LLC  
INCORPORATED.

AT THE MEETING OF DIRECTORS OF BSN Sports LLC  
INCORPORATED, DULY NOTICED AND HELD ON August 19th 2016  
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED, IT  
WAS:

RESOLVED THAT Chris Bloomfield, BE AND IS HEREBY  
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-  
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON  
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS  
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,  
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE  
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,  
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES  
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS  
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING  
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-  
FACT.

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



SECRETARY-TREASURER

11-28-17

DATE

## **Non-Public Works Bid Affidavit Instructions**

- Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.
- Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.
- Affidavit must be notarized or the affidavit will not be accepted.
- Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.
- Affiant **MUST** select either A or B when required or the affidavit will not be accepted.
- Affiants who select choice A must include an attachment or the affidavit will not be accepted.
- If both choice A and B are selected, the affidavit will not be accepted.
- Affidavit marked N/A will not be accepted.
- It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.

*Instruction sheet may be omitted when submitting the affidavit*

Non-Public Works Bid

AFFIDAVIT

STATE OF Texas

PARISH/COUNTY OF Dallas

BEFORE ME, the undersigned authority, personally came and appeared: CYNIS  
BURMFIELD, (Affiant) who after being by me duly sworn, deposed and said that  
he/she is the fully authorized NATIONAL BID DIR. of BSN Sports LLC (Entity),  
the party who submitted a bid in response to Bid Number 5000121281, to the Parish of  
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required  
attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all campaign contributions, including  
the date and amount of each contribution, made to current or  
former elected officials of the Parish of Jefferson by Entity,  
Affiant, and/or officers, directors and owners, including  
employees, owning 25% or more of the Entity during the two-year  
period immediately preceding the date of this affidavit or the  
current term of the elected official, whichever is greater. Further,  
Entity, Affiant, and/or Entity Owners have not made any  
contributions to or in support of current or former members of the  
Jefferson Parish Council or the Jefferson Parish President through  
or in the name of another person or legal entity, either directly or  
indirectly.

Choice B ☒ there are NO campaign contributions made which would require  
disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A \_\_\_\_\_ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B ✓ There are NO debts which would require disclosure under Choice A of this section.

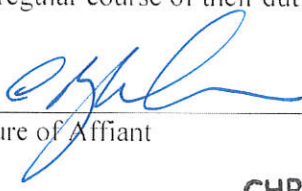
Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

*[The remainder of this page is intentionally left blank.]*



That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

  
Signature of Affiant

Printed Name of Affiant

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

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 28 DAY OF November, 2017.

  
Notary Public

SHERRY IQBAL  
Printed Name of Notary

1096413-8  
Notary/Bar Roll Number

My commission expires Sept. 15, 2021



☒ **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**

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office with the concurrence of the Director of Risk Management.

**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.



# JEFFERSON PARISH

Department of Purchasing

Michael S. Yenni  
Parish President

Brenda C. Patel  
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.



**CENTRALBIDDING**  
FROM CENTRAL AUCTION HOUSE

**5000121281 LABOR, EQUIPMENT & MATERIALS NECESSARY TO  
INSTALL ELEVATED ANGLE FRAME BLEACHERS FOR JEFFERSON  
PARISH RECREATION DEPARTMENT.**  
Jefferson Parish Government

Project documents obtained from [www.CentralBidding.com](http://www.CentralBidding.com)  
27-Nov-2017 01:09:10 PM

<b>LOUISIANA</b> DEPARTMENT of REVENUE	<b>Louisiana Resale Certificate</b> Purchases of Tangible Personal Property For Resale LA RS 47:301(10)	

Note: This certificate may be duplicated as needed. Please retain original certificate for your records.

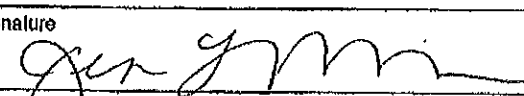
PLEASE PRINT OR TYPE.

Purchaser Information			
Louisiana Account Number 4339149-001-400		Effective Date (mm/dd/yyyy) 01/25/2017	Expiration Date (mm/dd/yyyy) 01/31/2020
Purchaser Legal Name BSN SPORTS LLC		Purchaser Trade Name BSN SPORTS LLC	
Mailing Address			
Mailing Address 1901 DIPLOMAT DR			
City DALLAS		State TX	ZIP 75234-8914
Location Address			
Location Address 1901 DIPLOMAT DR			
City FARMERS BRANCH		State TX	ZIP 75234-8914
Business Information			
U.S. NAICS Code 451110	Purchaser's Type of Business Sporting Goods Stores		

I, the purchaser, certify that all materials, goods, merchandise, and services purchased are for resale as tangible personal property, either in the same form as purchased or to be added as a recognizable, identifiable, and beneficial component of a new product. I also certify that any services purchased with the use of this certificate will be resold as a service as defined under Louisiana R.S. 47:301(14). I further certify that all tax-exempt purchases will be resold as tangible personal property in the normal course of our business.

I understand that if I use any of the items other than for resale, I must pay sales/use tax at the time of use. If this purchase is later found to be subject to tax, I, the purchaser, assume full liability for the tax.

Any purchaser or agent who fraudulently signs this certificate without intent to use the taxable items for resale is subject to all the penalties provided for by Title 47 of the Louisiana Revised Statutes and collection will be pursued against the seller or purchaser for any taxes, penalties and interest due.

Authorization	
Name Jessica Wilson	Title VP of Finance / Asst. Secretary
Signature x 	Date (mm/dd/yyyy) 1/16/2017

The validity of this exemption certificate can be verified at [www.revenue.louisiana.gov](http://www.revenue.louisiana.gov).

The State of Louisiana does not certify the correctness of the parish information contained in this document.

Parish Information	
Parish of Principal Place of Business	Parish Tax Account Number

# Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Varsity Brands Holding Co., Inc.</b>	
<b>2</b> Business name/disregarded entity name, if different from above <b>BSN Sports, LLC</b>	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<b>5</b> Address (number, street, and apt. or suite no.) <b>P. O. Box 7726</b>	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code <b>Dallas, TX 75209</b>	
<b>7</b> 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			

or

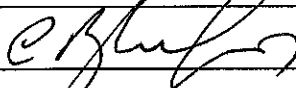
Employer identification number										
4	7		-	2	4	6	0	2	7	2

## 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ 	<b>CHRIS BLOOMFIELD</b> National Bid Director bsnbid@bsnsports.com	Date ▶ <b>11-27-17</b>
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## General Instructions

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## 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?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

# 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

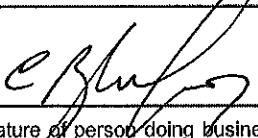
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ 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

11/14/2017

Date



**Affirmative Action Rider Program**



**Affirmative Action and Equal Employment**

**Opportunity Policy**

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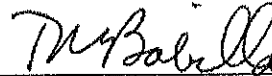
**41 C.F.R § 60-2.13(b)-2.21 (a)**

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.



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



**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.



# 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



**BSN SPORTS**



# sport

the recognized leader in team athletic gear



# spirit

the driving force in cheerleading



# achievement

the most trusted name in  
celebrating student milestones



elevating student experiences

VARSITY  BRANDS

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



## COMBINED STRENGTH

Together the business units that make up Varsity Brands will truly elevate the student experience. When partnering with a school, Varsity Brands will provide compelling value and a concierge level of service never before seen in the education world. We will act as a single source for nearly all of a school's extracurricular and co-curricular needs. While each division of Varsity Brands represents the best in its respective industry, together we are in a class by ourselves.

The Varsity Impact Program (VIP) is designed to provide value to schools beyond the benefits and rewards of working with BSN Sports, Varsity Spirit or Herff Jones independently. A custom offering will be created based on your school's unique needs. The following are examples of resources at our disposal to support our ultimate goal of Elevating Student Experiences.



### VIP BRANDING

A collaborative and comprehensive branding process, aimed at creating a new Brand-image for a school, along with the tools and resources to protect and monetize their brand.

Facilities branding offers a great way to build spirit around the campus by adding school branded enhancements such as wall murals, avenue banners, custom windscreens and so much more.



### BELIEVE IN YOU

Hands-on, engaging and interactive resources designed to help schools improve the climate and culture on campus. Focused on building character, developing leadership, improving graduation rates, increasing participation and recognizing achievement. Examples include:

- School Assemblies
- Leadership Workshops
- Curriculum and Instruction



### VARSITY UNIVERSITY

Varsity University is a comprehensive educational program that can provide a wide range of curriculum design, program development and educational seminars for all aspects of sports and leadership. Examples include:

- Building a Successful Program (Introduction to Mission Driven Programs)
- Utilizing Your Social Media to your Advantage
- Creating Raving Fans On and Off the Field
- Developing an Emergency Action Plan
- Injury Prevention and First Aid Basics

For more information about Varsity Brands, or to connect with your Regional Impact Director, please contact [info@varsitybrands.com](mailto:info@varsitybrands.com)