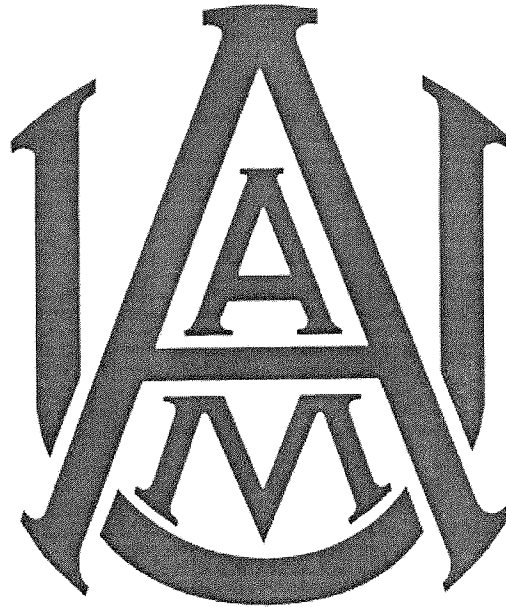


C# 1052189

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

17-52022

Alabama A&M University



**Screen printed and Embroidered Apparel
Bid**

Invitation to Bid (ITB) –

2K17-10B

Alabama A&M University

Screen printed and Embroidered Apparel Bid

Bid No. 2K17-10B

INTRODUCTION

Alabama A&M University ("University") is seeking bids from qualified vendors to supply screen printed and embroidered apparel for the University for an initial term of 3 years after notice of bid award to be automatically renewed once for an additional two years contingent upon a record of satisfactory performance within the initial term. Notice to continue the relationship for an additional two years after the initial term will be communicated in a formal letter via USPS mail. Alabama A&M University reserves the right to terminate a contract for cause or convenience at any time.

Screen printed and embroidered apparel are used to endorse, recruit, and create a sense of affiliation, unity, and pride in the University and its activities among visitors, recruits, students, faculty, and staff. Screen printed and embroidered apparel are often used for student activities including but not limited to Alabama A&M University's Athletics and Student Affairs Departments. Screen printed and embroidered apparel can come in many forms including but not limited to short and long-sleeve T-Shirts, sweatsuits, sweatshirts, jogging pants, long-sleeve button-up shirts, polos, toboggans, caps, and hats. This Invitation to Bid does not limit the scope of screen printed and embroidered apparel Alabama A&M University will seek to purchase and have customized but rather seeks to develop strategic partnerships with several screen printing and embroidery companies. Multiple vendors will be awarded the bid via this Invitation to Bid to provide the University options in choosing which vendor to engage per project. In 2016 Alabama A&M University spent over \$40,000 with a few vendors offering screen printing and embroidery services. Over a five year term, this spend volume exceeds \$200,000. Alabama Code 41-16-20 requires that "With the exception of contracts for public works whose competitive bidding requirements are governed exclusively by Title 39, all contracts of whatever nature for labor, services, work, or for the purchase or lease of materials, equipment, supplies, other personal property or other nonprofessional services, involving fifteen thousand dollars (\$15,000) or more, made by or on behalf of any state department, board, bureau, commission, committee, institution, corporation, authority, or office shall, except as otherwise provided in this article, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder." This Invitation to Bid seeks to satisfy this state requirement. Although Alabama A&M University does not have a substantial spend volume in this category, vendors are encouraged to bid in order to be authorized to provide the requested services.

The bidding component here is not solely based on price since there are too many items to compare but more so quality and scope of catalog offering. Bidders are required to provide at least ten (10) hardcopy catalogs with their bid package or reference a URL to their online catalog to allow Alabama A&M University to review their product offerings. Vendors are expected to offer the University a standard percentage discount off each order. This discount percentage is at the vendor's discretion; however, vendors whose pricing and discounts are more attractive will be considered preferred vendors and communicated to the University populace as such. Therefore, there is not an existing need that has been communicated to Purchasing for fulfillment; therefore, vendors should keep this in mind and bid so as to establish a partnership rather than satisfy a one-time buy.

The awarded vendors must follow Federal and State of Alabama laws and Alabama A&M University policies and procedures throughout the duration of the contract.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

GENERAL CONDITIONS & GUIDELINES

- 1. Requirements:** Alabama Agricultural and Mechanical University (“AAMU”, “the Awarding Authority”) must receive each vendor’s bid package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid submission deadline, which will also be the date and time of the bid opening. Unless otherwise noted, the bid opening will take place at:

Alabama Agricultural and Mechanical University

Purchasing Department

4900 Meridian Street

Patton Hall, Room 305

Normal, AL 35762

All bids received must be provided in a sealed envelope. (Ala. Code § 41-16-54 (b)) A faxed or emailed bid does not meet the requirements of the statute because it is not sealed, and all such bids will be deemed ineligible for award. (Attorney General’s Opinion # 91-016)

Mailed sealed bids sent to the Purchasing Department by logistics carriers FedEx, DHL, or Airborne Express must be sent to the following address:

Alabama A&M University

Purchasing Department

4900 Meridian Street

Patton, Hall, Room 305

Normal, AL 35762

Mailed sealed bids sent to the Purchasing Department by the United States Postal Service (USPS) must be sent to the following address:

Alabama A&M University

Purchasing Department

P.O. Box 1627

Normal, AL 35762

2. **Bid Preparation:** Alabama Agricultural and Mechanical University bid forms must be completed and returned as a part of the bid quote. Bids should be as thorough and detailed as possible so that AAMU may be able to properly evaluate a bidder's capabilities to provide the required products or services. All bidders must send descriptive literature and/or manufacturer's specifications along with any supplemental specifications necessary to compare the items bid with the requirements set forth in the bid form. All bids must be submitted within a sealed package with the bid number, opening date and time, and bidder's name and address clearly indicated on the envelope. Bidders are required to submit all items required in the bid package.

An authorized representative of the Bidding Agency shall sign ITB bid documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

All supporting documentation submitted with the bid should be bound in that single volume.

Ownership of all data, materials, and documentation originated and prepared for the University pursuant to the ITB shall belong exclusively to AAMU and be subject to public review.

3. **Oral Presentation:** Bidders who submit a bid in response to this ITB may be required to give an oral presentation of their bid to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid but will in no way change the original bid. If an oral presentation is to be required, the Awarding Authority

will schedule the time and location of these presentations. Oral presentations are an option of the Awarding Authority and may not be required to be conducted.

4. **Bid Bonds:** It is required for any contract exceeding \$10,000 that the bidder submit with his or her bid a bid bond payable to Alabama A&M University in the amount not less than five percent (5%) of the base bid to not exceed \$10,000. Bid bonds must be submitted in a form of a cashier's check, certified check, postal money order, irrevocable letter of credit, or U.S. Treasury Notes in lieu of a bid bond. No personal checks or company checks will be accepted. If a bid bond, when required, is not included in a bid package, the bidder's bid package will not receive further consideration.

5. **Award:** Alabama Agricultural and Mechanical University ("AAMU", "the Awarding Authority") reserves the right to accept or to reject any or all bids and is not bound to accept the lowest bid if that bid is contrary to the best interests of the University. In making an award, intangible factors such as a bidder's service, integrity, conformity with specifications, transportation charges, terms of delivery, facilities, equipment, reputation, and past performance history will be weighed along with the quality displayed in the samples submitted (Ala. Code § 41-16-57 (a)). Bids may be awarded either item by item, in product groups, or all or none, whichever appears to be in the best interests of the University. Selection shall be made of one bidder deemed to be fully qualified and best suited among those bidders that submitted bids on the basis of the evaluation factors included in this ITB. Financial criteria shall be considered, but will not be the sole determining factor. After reviews have been conducted, the Awarding Authority shall select the Bidding Agency which has made the best bid and shall award the bid to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids at any time prior to an award.

A bid accepted in error as the lowest responsible bid is null and void and AAMU, upon discovery of the error, may accept the lowest bid and award the contract to that bidder. (Attorney General's Opinion # 2002-071)

Under Ala. Code § 41-16-57 (c), the Awarding Authority may consider lifecycle costs in making its determination of the lowest responsible bidder.

Under Ala. Code § 41-16-57 (b), the Awarding Authority shall give preference to commodities produced in Alabama or sold by Alabama companies provided there is not a loss in price or quality. However, when the lowest bidder is a foreign entity, meaning that the vendor does not have a place of business within the State of Alabama, AAMU may award the contract to an "in-state" responsible bidder if his or her bid is within ten percent (10%) of the foreign entity's lowest responsible bid. AAMU may also award the contract to any of the following "in-state" responsible bidders that are within ten percent (10%) of the foreign entity lowest bidder:

- A. A woman-owned enterprise

- B. A small business enterprise

- C. A minority-owned business enterprise
- D. A veteran-owned business enterprise
- E. A disadvantaged-owned business enterprise

If an “in-state” vendor is not within ten percent (10%) of the foreign entity lowest responsible bidder, the contract will be awarded to the foreign entity.

6. **Second Lowest Responsible Bidder:** An Awarding Authority can award the bid to the second lowest responsible bidder if the lowest responsible bidder defaults on the contract after the award has been made, but only under any of the following circumstances:
 - A. The lowest responsible bidder notifies the Awarding Authority in writing that he or she will no longer comply with the contract’s terms.
 - B. The Awarding Authority documents the default in writing.

The second lowest responsible bidder shall only receive the award given that he or she agrees to all the terms and conditions in the original bid.

7. **Bid Withdrawal:** No bids may be withdrawn without approval from Alabama Agricultural and Mechanical University’s Purchasing Department. Any requests for withdrawal must be in writing to the Purchasing Department within five (5) days after the bid opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid list. No bid may be withdrawn after the issuance of a purchase order. If a withdrawal is made after the purchase order is issued, the vendor will be considered in default. Refer to “Default of Contractor.”

Alabama Agricultural and Mechanical University may remove any vendor from the Bidders List after a vendor fails to respond to three consecutive Invitation to Bid (ITB) requests.

8. **Bid Rejection:** The Awarding Authority may reject any bid if the price is deemed excessive or the quality of the product inferior. (Ala. Code § 41-16-57 (c)) In the event only one bidder responds to an invitation to bid, the Awarding Authority may reject the bid and negotiate the purchase or contract, provided that the negotiated price is lower than the bid price and there are no change in specifications. (Ala Code § 41-16-50 (a) and Attorney General’s Opinion # 98-140). In the event only one bidder responds to an invitation to bid, the Awarding Authority may also advertise for and seek other competitive bids. Where only one responsible and responsive bid is received, AAMU may only negotiate for a price lower than the single bid received.

9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid evaluation any cash discount of less than thirty (30) days of duration. However, we will take advantage of all discounts for which we are eligible. Identify these discounts in your bid response. Bids containing “payment in advance” or “cash on delivery (COD)” requirements may be rejected.
10. **Applicable Law:** It is agreed that this quotation is valid to the extent that it does not violate the constitution or the laws of the State of Alabama.

Bidder represents and warrants that all article and services covered by this bid meet or exceed the safety standards established and promulgated under the Federal, Occupational Safety and Health Act of 1970, No. 2006, and its regulations in effect or proposed as the date of this bid.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids, or construction specification constitutes assurance by the vendor or contractor of his compliance with applicable provisions of an pertinent regulations promulgated under Executive Order 11246, date September 28, 1965 issued by the President of the United States of America, and Public Law 88-352, 88th Congress, the “Civil Rights Act of 1964.”

11. **Non-Collusion:** Any agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid.
12. **New Products:** Unless specifically called for in the bid, all products for purchase must be new, never previously used, and the current model and/or packaging. No remanufactured or refurbished, demonstrator, used, or irregular product will be considered for purchase unless otherwise specified in the bid. The manufacturer’s standard warranty will apply unless otherwise specified in the bid. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.
13. **Bonds:** Bid and performance security bond, when required will be indicated.
14. **Bid Submission:** Failure to submit a bid on the official Alabama Agricultural and Mechanical form provided for that purpose shall be a cause for rejection of the bid. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the bid; however, AAMU reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a bid as non-responsive.

All information shall be typewritten or handwritten in the appropriate spaces on the forms. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid.

All bids must be signed. Failure to do so will result in rejection of the bid.

15. **Delivery:** Time of delivery shall be stated as the number of calendar days following receipt of the order by the vendor, to receipt of the goods by Alabama Agricultural and Mechanical University.

Delivery time may be a criterion in awarding bids. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in the bid will constitute a default and may cause cancellation of the contract. Refer to "Default of Contractor."

All prices quoted are to include Free on Board (F.O.B.) shipping to Alabama Agricultural and Mechanical University, Central Receiving Building, 3409 Meridian Street, Huntsville, AL 35811 (unless another F.O.B. point is stated by the University on the bid form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid requirements. If you are not quoting a delivered price, you must indicate your shipping provider / logistics carrier and all related transportation costs itemized in your bid for evaluation purposes.

16. **Bid Terms:** Bidders must show unit prices, extensions, and total price, where applicable. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bids shall remain firm for a minimum of thirty (30) days from the date of bid opening and any exceptions must be clearly stated.

17. **Bid Opening:** Bidders may attend the bid opening, but no information or opinions concerning the ultimate award will be given at the bid opening or during the evaluation process. After the public opening of this bid, the results will not be available to bidders not attending the opening until after an award is made.

18. **Bids are Public Record:** All bids become a matter of public record at bid award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid whether labeled confidential or not.

19. **Standards of Quality:** When a material, article, or piece of equipment is identified in these specifications by reference to manufacturer's or vendor's name, trade name, catalog, and stock numbers, etc., it is intended merely to establish a standard; and, any material, article or equipment of other manufacturer and vendor which will perform equally the duties imposed by the general design, provided the material, article, or equipment proposed, is in the opinion of the Purchasing Agent of equal substance and

function. It shall not be purchased or installed by the contractor without the Purchasing Agents' written approval.

The bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable AAMU to determine if the product offered meets the requirements of the Invitation to Bid (ITB). Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the bidder clearly indicates in its bid that the product offered is an "Equal" product, such bid will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc. are intended to establish quality standards and does not exclude bids from others as long as quality standards are met. Offers of equal items must state the brand and quality standard. Alabama Agricultural and Mechanical University will be the sole judge of Equal items bid.

20. **Vendor Authorization:** Vendor must be an authorized distributor/agent to sell products proposed in this bid request. When it is deemed to be in the best interest of the University, the Purchasing Department may request an on-site premise visit to examine the facility.
21. **Default of Contractor:** Where the University has determined the contractor to be in default, the University reserves the right to purchase any or all products or services covered by the contract on the open market and to charge the contractor with cost in excess of the contract price. Until such assessed charges have been paid, no subsequent bid from the defaulting contractor will be considered.
22. **Fiscal Funding Clause:** The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide the continuation of a contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.
23. **Contract Cancellation:** The Purchasing Department has the right to cancel any contract, in accordance with Purchasing Rules and Regulations, for cause, including, but not limited to, the following: (1) failure to deliver within the agreed upon contract duration; (2) failure of the product or service to meet specifications, conform to sample quality, or to be delivered in good condition; (3) misrepresentation by the contractor; (4) fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the state; (5) conflict of contract provisions with constitutional or statutory provisions of state or federal law; and (6) any other breach of contract.
24. **Warranties:** Should merchandise described on this bid contain a manufacturer's warranty, bidders must state the warranty terms in the space provided on the bid. Bids offered for merchandise when no warranty applies must clearly state: "NO WARRANTY"

COVERAGE.” Warranty information may be criteria in making this award. Failure of bidders to furnish this data may cause rejection of the complete bid as being non-responsive.

25. **Disclosure Statement:** The successful bidder will be required to file with the Purchasing Department a disclosure statement of relationship between contractors/grantees and employees/officials of the University. This form must be completed prior to issuance of the Purchase Order by Alabama Agricultural and Mechanical University.



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Certification Pursuant To Act No. 2006-557

The following statement is applicable to all Requests for Formal Bid and Contracts for Professional Services that are required on all taxable sales and leases into Alabama:

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.


CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com



Purchasing Department
P. O. Box 1627
Normal, Alabama 35762
(256) 372-5227 Office
(256) 372-5223 Fax

Contractor's E-Verify Clause and Affidavit

Effective immediately, this notice shall be included in all Requests for Proposals (RFPs) or Invitations to Bid to provide labor, supplies, or services for Alabama A&M University pursuant to contracts to be signed on or after January 1, 2012.

E-VERIFY – NOTICE (RFP)

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as “the Alabama Immigration Act”) is applicable to contracts with Alabama A&M University (the “University”). As a condition for the award of a contract and as a term and condition of the contract with the University, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the University as part of its bid or proposal for the contract along with documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form is included at the end of this notice. *A response to this RFP/Invitation which does not include the required affidavit and proof of E-Verify enrollment will be considered non-conforming and non-responsive. The University at its sole discretion may allow a reasonable period, not to exceed ten (10) business days, for non-conforming bids to be amended to comply with the Alabama Immigration Act. However, the University has no duty to alert any bidder that their response is non-conforming in any aspect.*

At the time of execution of the awarded contract, the contractor will be required to execute another affidavit in substantially the same form. In addition, during the performance of the contract, such contracting business entity or employer shall continue to participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The contracting business entity or employer shall assure and require that every subcontractor performing under the contract shall also comply with §31-13-9(c), and the contracting business entity or employer shall maintain records that are available upon request by the University, state authorities, or law enforcement to verify its compliance and the compliance of all subcontractors with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13- 9 (f) (1) & (2).

E-Verify Affidavit

Compliance with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is required for Alabama A&M University contracts as a condition of the contract performance. Please provide a duly executed and notarized affidavit in the appropriate form as describe below.

AFFIDAVIT 1

I, _____, a duly authorized officer or agent of _____ (contractor), do execute this affidavit on behalf of _____ (contractor) and by executing this affidavit, the undersigned contractor verifies that it is a sole proprietorship, partnership, corporation or other business entity (circle one) that has no employees.

The undersigned agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

Name of Contractor

Signature of Authorized Officer or Agent of Contractor

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE ____ DAY OF _____, 20__.

Notary Public

My commission Expires: _____

OR

AFFIDAVIT 2

I, CHRIS BLOOMFIELD, a duly authorized officer or agent of BSN Sports LLC (contractor), do execute this affidavit on behalf of BSN Sports LLC (contractor) and by executing this affidavit, the undersigned contractor verifies its compliance with the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (*Code of Alabama (1975) § 31-13-9*), stating affirmatively that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien and that the sole proprietorship, partnership, or corporation or other business entity (circle one) which is contracting with Alabama A&M University has registered with and is participating in the federal work authorization program known as "E-verify", web address <https://e-verify.uscis.gov/enroll> operated by the United States Citizenship and Immigration Service Bureau of the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions of the Alabama Immigration Act.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with Alabama A&M University, that the Contractor will secure from such subcontractor(s) verification of compliance with *Code of Alabama (1975) § 31-13-9* in a form substantially similar to this affidavit. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Alabama A&M University, at the time the subcontractor is retained to perform such services.

222795073
E-Verify Employment Eligibility Verification User Identification Number

BSN Sports LLC
Name of Contractor

[Signature]
Signature of Authorized Officer or Agent of Contractor

CHRIS BLOOMFIELD
Title of Authorized Officer or Agent of Contractor
National Bid Director
bsnbid@bsnsports.com

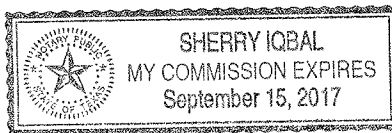
BSN SPORTS
PO BOX 7726
DALLAS, TX 75209-0726

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10 DAY OF July, 2017.

[Signature]
Notary Public

My commission Expires: Sept. 15, 2017





Company ID Number: 491633

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer BSN Sports	
Mechell Gotelli Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date

Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	01/18/2012 Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	BSN Sports
Company Facility Address:	1901 Diplomat Dr
	Farmers Branch, TX 75234
Company Alternate Address:	
County or Parish:	DALLAS
Employer Identification Number:	222795073



Company ID Number: 491633

North American Industry Classification Systems Code:	339
Administrator:	BSN Sports, Inc.
Number of Employees:	500 to 999
Number of Sites Verified for:	12
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
• TEXAS	12 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Mechell Gotelli	Fax Number:	(972) 406 - 3467
Telephone Number:	(972) 406 - 7187		
E-mail Address:	Mgotelli@sportssupplygroup.com		
Name:	Kyla Edmonds	Fax Number:	(972) 406 - 3467
Telephone Number:	(972) 406 - 7184		
E-mail Address:	kedmonds@sportssupplygroup.com		
Name:	Lisa Pierce	Fax Number:	(972) 406 - 3467
Telephone Number:	(972) 884 - 7230		
E-mail Address:	lpierce@bsnsports.com		

Proof of Citizenship Demonstration and Declaration

(To be provided with Affidavit Form 1)

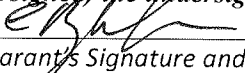
In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or a sole member of a single member limited liability company, who is a U.S. Citizen to receive a public benefit or conduct a business transaction with Alabama A&M University, each such citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a copy of a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- Driver's license or non-driver's identification card** (issued by Alabama *or* the division of motor vehicles or the equivalent governmental agency of another state within the United States *if* the agency indicates on the applicant's driver's license or non-driver's identification card that the person has provided satisfactory proof of United States citizenship).
- Birth certificate**
- Pertinent pages of a United States valid or expired passport** (identifying the applicant and the applicant's passport number),
- United States naturalization documents or the number of the certificate of naturalization.** (If only the number of the certificate of naturalization is provided, the applicant shall not be awarded any contract until the number of the certificate of naturalization is verified with the United States Bureau of Citizenship and Immigration Services by the designated City Official, pursuant to 8 U.S.C. § 1373(c)).
- Other documents or methods of proof of United States citizenship** (issued by the federal government pursuant to the Immigration and Nationality Act of 1952, and amendments thereto).
- Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.**
- Consular report of birth abroad of a citizen of the United States of America.**
- Certificate of citizenship** (issued by the United States Citizenship and Immigration Services).
- Certification of report of birth** (issued by the United States Department of State).
- American Indian card, with KIC classification,** (issued by the United States Department of Homeland Security).
- Final adoption decree** (showing the applicant's name and United States birthplace).
- Official United States military record of service** (showing the applicant's place of birth in the United States).
- Extract from a United States hospital record of birth** (created at the time of the applicant's birth indicating the applicant's place of birth in the United States).

CITIZENSHIP DECLARATION

Under penalty of perjury, I, CHRIS BLOOMFIELD, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

 7-11-17
(Declarant's Signature and Date)

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

*SEE ATTACHED PAPERWORK

Verification, Demonstration, and Declaration of Lawfully Present Alien

(To be provided with Affidavit Form 1)


- A. SAVE Verification.** In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction with the City, the City must verify, using the Systematic Alien Verification of Entitlement (SAVE) Program, that such alien is lawfully present in the United States. In order to obtain such verification, each such alien must provide: (1) **his or her Alien Registration Number**, which is as follows: _____; and (2) **a copy of non-citizen immigration documents.**
- B. Presumptive Lawful Presence.** In order for an individual, including an individual who is a sole proprietor, a partner in a partnership, a general partner in a limited partnership, a partner in a non-registered limited liability partnership, or sole member of a single member limited liability company, who is a lawfully present alien to receive a public benefit or conduct a business transaction on a temporary basis pending final verification, each such alien must declare that he or she is a lawfully present alien, by executing the declaration at the bottom of this form, and must demonstrate presumptive lawful presence, by presenting a legible copy of one of the following items.

Note that if the presented item does not include picture identification, please also provide a valid form of picture identification, and if the presented item does not show the person's current legal name, please also provide a copy of a supporting document to verify the legal name change. Please check which of the listed items has been provided:

- A valid, unexpired Alabama driver's license.
- A valid, unexpired Alabama non-driver identification card.
- A valid tribal enrollment card or other form of tribal identification (bearing a photograph or other biometric identifier).
- Any valid United States federal or state government issued identification document (bearing a photograph or other biometric identifier, if issued by an entity that requires proof of lawful presence in the United States before issuance).
- A foreign passport with an unexpired United States Visa and a corresponding stamp or notation (by the United States Department of Homeland Security indicating the bearer's admission to the United States).
- A foreign passport issued by a visa waiver country (with the corresponding entry stamp and unexpired duration of stay annotation or an I-94W form by the United States Department of Homeland Security indicating the bearer's admission to the United States).

DECLARATION OF LAWFULLY PRESENT ALIEN

Under penalty of perjury, I, CHRIS BLOOMFIELD., (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

 7-11-17 (Declarant's Signature and Date)

CHRIS BLOOMFIELD
National Bid Director
bsnbid@bsnsports.com

SEE ATTACHED PAPERWORK

Section 41-4-116

Taxation on sales and leases of tangible personal property to state agency.

(a) For the purpose of this division, the following terms shall have the respective meanings ascribed by this section:

(1) AFFILIATE. A related party as defined in subsection (b) of Section 40-23-190 as that provision exists on January 1, 2004.

(2) STATE DEPARTMENT or AGENCY. Every state office, department, division, bureau, board, or commission of the State of Alabama.

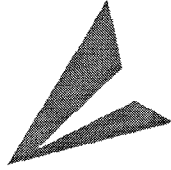
(b) A state department or agency may not contract for the purchase or lease of tangible personal property from a vendor, contractor, or an affiliate of a vendor or contractor, unless that vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are properly registered, collecting, and remitting Alabama, state, and local sales, use, and lease tax, as provided for by Chapter 12, Article 4, and Chapter 23, Articles 1 and 2 of Title 40 or by any local act or ordinance.

(c) Each vendor, contractor, or affiliate of a vendor or contractor that is offered a contract to do business with a state department or state agency shall be required to certify that the vendor or affiliate is appropriately registered to collect and remit sales, use, and lease tax as required by this section and submit to that state department or agency certification required by the Alabama Department of Revenue.

(d) Every bid submitted and contract executed by the state shall contain a certification by the bidder or contractor that the bidder or contractor is not barred from bidding for or entering into a contract under this section and that the bidder or contractor acknowledges that the contracting state agency may declare the contract void if the certification completed is false.

(e) Each vendor or contractor that sells or leases tangible personal property to a state department or agency, and each affiliate of that vendor or contractor that makes sales for delivery into Alabama, shall be required to collect and remit the Alabama sales, use, or lease tax on all its sales and leases into the state.

(Act 2006-557, p. 1281, §1.)



BSN SPORTS

P.O. Box 7726, Dallas TX 75209

7/17/2017

Alabama A & M University

Bid # 2K17-10B

Re: Screen Printing and Embroidered Apparel/Due: 7/17/2017

- **Alabama Business License/ State Sales Tax # R000831264**

References Contacts

1. University of South Alabama

Attn: Dr. Joel Erdmann/AD
307 University Blvd, Room AD-245
Mobile, AL 26688-0002
Phone: 251-460-7121
Email: jerdmann@southalabama.edu

2. Birmingham BOE

Attn: Purchasing Department
P.O. Box 10007
Birmingham AL 35203-2762
Phone: 205-231-4606

3. Montgomery Public Schools

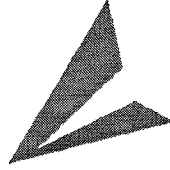
Attn: Purchasing Department
P.O. Box 176
Montgomery, AL 36101-0176
Phone: 1-334-223-6789

4. Jefferson County School District

Attn: Purchasing Department
2100 18th Street South
Birmingham, AL 35209-1296
Phone: 205-379-2307

5. City Of Mobile

Attn: Purchasing Department
P.O. Box 389
Mobile, AL 36601-0389



BSN SPORTS

P.O. Box 7726, Dallas TX 75209

7/17/2017

Alabama A & M University

Bid # 2K17-10B

Re: Screen Printing and Embroidered Apparel/Due: 7/17/2017

Please Note:

It is a part of BSN Sports LLC, company policy not to distribute any personal information on our employees in regard to personal addresses, pictures and other legal forms of identification, i.e. driver's license or passport information.

These forms can be manipulated and misrepresented in an open forum such as a public opening of a bid document, whereby all records become open and remain in the public domain for years.

BSN Sports LLC, will be more than happy to have our sales pros in Alabama that service this account (upon award or at your discretion) personally come in and supply their information directly to the university purchasing personnel as long as it is considered privileged information and kept secure for the duration of the contract.

All other information may be found contained in the attached E-Verify information paperwork attached and/or online in regard to our company.

Chris Bloomfield
National Bid Director

bsnbid@bsnsports.com

800-527-7510 x7324



BSN % OFF CLOTH/FOOTWEAR PRODUCT PRICING:

- **40% OFF List (Retail) Branded Stock Apparel : Nike & Under Armour**
- **30% OFF List (Retail) Branded Stock Team Footwear & All other Branded stock Apparell
Nike, Under Armour, Mizuno, New Balance, Badger, Alleson Athletic**
- **Custom Apparel is Preferred Pricing is dependent upon Order Deadline of given Brand.
(Discount window of 10%-35% OFF List)**
- **24 Hour Quick Shipping on over 30,000 products**
- **Orders are Invoiced Complete – One invoice per one P.O.**
- **Modified Custom apparel is priced according to the seasonal booking window**
- **Decoration charges will vary based on type and quantity**
- **NO FREIGHT COSTS on inside Delivery for Freight charges from Fed Ex.**

Dallas Bid Department
bsnbid@bsnsports.com
800-527-7510
Fax # 800-365-7653



ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY
 PURCHASING DEPARTMENT
 POST OFFICE BOX 1627
 305 PATTON HALL
 NORMAL, ALABAMA 35762
 TELEPHONE: (256) 372-5227

DATE 06/27/2017 BID NUMBER 2K17-10B

ALL BIDS WILL BE PUBLICLY OPENED ON THE OPENING DATE DESIGNATED AT ALABAMA AGRICULTURAL AND MECHANICAL UNIVERSITY, PURCHASING DEPARTMENT, PATTON HALL, NORMAL, ALABAMA 35762. BIDS RECEIVED AFTER THE SPECIFIED TIME ON THE OPENING DATE WILL NOT BE CONSIDERED.

RESPONSE DUE BY

07/17/2017
 2:00 P.M.

REQUEST FOR FORMAL BID

WHEN USING FEDEX, UPS, OR ANY EXPRESS PACKAGING/SHIPPING, THE BID NUMBER MUST BE CLEARLY PRINTED ON THE AIR BILL.

CONTACT **Tim Thornton** PHONE 256 372-5227

VENDOR NO.

V
E
N
D
O
R

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

ALL BIDS MUST BE SIGNED, SEALED, AND RETURNED IN AN ENVELOPE WITH THE BID NUMBER AND OPENING DATE NOTED ON FRONT. FORWARD ALL BIDS TO THE ADDRESS INDICATED ABOVE. FAILURE TO COMPLY WILL RESULT IN A "NO BID" RESPONSE IN ACCORDANCE WITH ALABAMA COMPETITIVE BID LAW 41-16-24 sub-part b.


THE ABOVE BID NUMBER MUST APPEAR ON ALL BIDS AND RELATED CORRESPONDENCE

NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
1	N/A	N/A	% Discount by Product Category (Define Categories.)		
2	N/A	N/A	% Discount off each order		
3	N/A	N/A	% Discount off each order when order is equal to or greater than \$_____ (Please be reasonable.)		
4	N/A	N/A	URL to online catalog www.bsn-sports.com		

* 10% OFF BSN SPRING 2017 CATALOG
 * SEE CX OPTION LIST ATTACHED.
 * 40% OFF LIST (RETAIL) BRANDS STOCK APPAREL - NIKE & UA.
 * 30% OFF LIST (RETAIL) BRANDS STOCK TEAM FOOTWEAR.

SHOULD A PURCHASE ORDER BE ISSUED, THE FOREGOING AND THE TERMS AND CONDITIONS ON THE ATTACHED SHEET SHALL BE APPLICABLE AND BINDING UPON THE VENDOR.
 I ACKNOWLEDGE THAT I HAVE SIGNATURE AUTHORITY TO SIGN ON BEHALF OF THE COMPANY AND HEREBY AGREE TO ALL GENERAL CONDITIONS OF THIS BID REQUEST.

TOTAL

SIGNATURE  COMPANY REPRESENTATIVE

DATE 7-11-17
 An affirmative action/equal opportunity institution

CHRIS BLOOMFIELD
 National Bid Director
 bsnbid@bsnsports.com

Note: In order for an alternate bid to be considered, bidders must supply current catalogs or brochures, including pictorials and specifications.

Please indicate your company classification by circling the appropriate initial: Small Business (SB), a Small Disadvantaged Business (SD), a Black Small Disadvantaged Business (BD), a Woman-Owned Small Business (WB), a Woman-Owned Small Disadvantaged Business (WD), a Black Woman-Owned Small Disadvantaged Business (BW), a Large Business (LB), an Individual (IN), Educational (ED), Non-Profit (NP), a Labor Surplus Area Concern (LS), Disabled Veteran-Owned Small Business (DV), Veteran-Owned Small Business (VS), Historically Underutilized Business Zone (UZ), or a Governmental Agency (GV).

F.O.B. Point	TERMS	WARRANTY
AAMU DESTINATION ✓	N-30	1 YR STD MFR WARRANTY
ESTIMATED DELIVERY	YOUR REFERENCE NO.*	QUOTATION EFFECTIVE UNTIL
	17-52022	1 YR

*Your company reference number, if applicable with this bid quotation.

Certification Pursuant To Act No. 2006-557

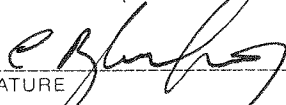
Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act No. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

BSN Sports LLC
COMPANY NAME (TYPE OR PRINT)

800-527-7510
TELEPHONE NUMBER

CHRIS BLOOMFIELD
SIGNER'S NAME (TYPE OR PRINT)
National Bid Director
bsnbid@bsnsports.com

800-365-7653
FAX NUMBER


SIGNATURE

7-11-17
DATE

Alabama Agricultural and Mechanical University prohibits the installation of asbestos on its campus. Suppliers and contractors will not supply any equipment, material, or supplies, which contain asbestos without prior written approval.

Failure to designate Bid Number and Opening Date on the outside of your sealed envelope containing your bid and more than one bid submitted in this envelope will result in a "No Bid" response in accordance with Alabama Competitive Bid Law 41-16-24 subpart b.

Alabama Agricultural and Mechanical University will not accept faxed bids.

Any product that fails to meet the specifications, performance requirements or compatibility requirements will be rejected and returned to the vendor at no cost to the University.

The University reserves the right to award this contract, in whole, in part, or to reject any and all quotations.

Alabama A & M University is an instrumentality of the State and is federal, state and local tax exempt.

SPECIAL NOTE:

Manufacturer's published product data must be included with your bid response for any alternate offerings. Any exception taken to any portion of this Request for Price Quotation must be stated on the bid response sheets or Alabama A&M University will assume compliance with all requirements as stated. The successful bidder will be responsible and accountable for providing those items as specified in its bid response.

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. The disclosure statement is not required for contracts for gas, water, and electric services where no competition exists, or where rates are fixed by law or ordinance. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

A copy of the disclosure statement shall be filed with the awarding entity and the Department of Examiners of Public Accounts and if it pertains to a state contract, a copy shall be submitted to the Contract Review Permanent Legislative Oversight Committee. The address for the Department of Examiners of Public Accounts is as follows: 50 N. Ripley Street, Room 3201, Montgomery, Alabama 36130-2101. If the disclosure statement is filed with a contract, the awarding entity should include a copy with the contract when it is presented to the Contract Review Permanent Legislative Oversight Committee.

The State of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee - The spouse or a dependent of the public employee.

Family Member of a Public Official - The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Family Relationship - A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person - An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee - These terms shall have the same meanings ascribed to them in Sections 36-25-1(23) and 36-25-1(24), Code of Alabama 1975, (see below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations, and any person appointed to a position at the state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated. If an item does not apply, denote N/A (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary.

The form must be signed, dated, and notarized prior to submission.



State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS Varsity Brands Holding Company Inc DBA:
BSN SPORTS

CITY, STATE, ZIP PO BOX 7726 TELEPHONE NUMBER (800) 527-7510 x7324
DALLAS, TX 75209-0726

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS ALABAMA A&M UNIVERSITY

CITY, STATE, ZIP Normal AL 35762 TELEPHONE NUMBER (256) 372-5223

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
BIRMINGHAM City BOE	PE + ATHLETIC SUPPLIES	8,897.22 - 2017 year
UNIV. of ALABAMA (BIRMINGHAM)	FOOTBALL GLOVES	598.50 - 2017 year
SAMFORD UNIVERSITY	ATHLETIC SUPPLIES	87,868.74 - 2017 year

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT DATE GRANT AWARDED AMOUNT OF GRANT

NONE

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE ADDRESS STATE DEPARTMENT/AGENCY

NONE

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Varsity Brands Holding Co., Inc.	
	2 Business name/disregarded entity name, if different from above BSN Sports, LLC	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. 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) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) P. O. Box 7726	
	6 City, state, and ZIP code Dallas, TX 75209	
	7 List account number(s) here (optional)	
Requester's name and address (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 <i>How to get a TIN</i> 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.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">4</td> <td style="width: 20px; height: 20px;">6</td> <td style="width: 20px; height: 20px;">0</td> <td style="width: 20px; height: 20px;">2</td> <td style="width: 20px; height: 20px;">7</td> <td style="width: 20px; height: 20px;">2</td> </tr> </table>	Social security number																				or										Employer identification number										4	7		-	2	4	6	0	2	7	2
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Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

Sign Here	Signature of U.S. person ▶	CHRIS BLOOMFIELD National Bid Director bsnbid@bsnsports.com	Date ▶ 7/10/17
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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.

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)

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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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
4. 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.



Jessica L. Wilson
Vice President – Finance

April 27, 2017

RE: Varsity Brands Holding Co., Inc.
FEIN 47-2460272

BSN SPORTS, Inc.
FEIN 22-2795073

To Whom It May Concern:

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

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

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

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

Thank you,

A handwritten signature in black ink, appearing to read "Jessica L. Wilson", is written over the typed name.

Jessica L. Wilson

Varsity Brands Holding Co., Inc.
List of Disregarded Entities

FEIN: 47-2460272

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

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

Legal Name	DBA	Tax Classification	Remit to Address	City, State, and Zip Code	FEIN
BSN SPORTS LLC					
BSN SPORTS LLC	Athletic Connection	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	ESPORTSONLINE	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	League Direct	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	NEC	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	Tomark Sports	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	US Games	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
Varsity Brands LLC					
Varsity Spirit Fashions & Supplies LLC					
Varsity Spirit LLC		LLC	6745 Lanox Center Court, Suite 800 P. O. Box 751210	Memphis, TN 38115	41-1459853
Varsity Spirit LLC	All Star Challenge	LLC	4711 Hope Valley RD 4F-422	Durham NC 27707	62-1169661
Varsity Spirit LLC	American Championships	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661
Varsity Spirit LLC	American Cheer Power	LLC	201 Spruce	Dickinson TX 77539	62-1169661
Varsity Spirit LLC	Athletic Championships	LLC	10925 Yellow Pine Ln	Knoxville TN 37932	62-1169661
Varsity Spirit LLC	Cheer Ltd.	LLC	118 Ridgeway DR #101	Fayetteville NC 28311	62-1169661
Varsity Spirit LLC	Cheerlebrity	LLC	10925 Yellow Pine Ln	Knoxville TN 37932	62-1169661
Varsity Spirit LLC	CheerSport	LLC	11010 Monroe Rd #B	Mathews NC 28105	62-1169661
Varsity Spirit LLC	National Cheerleaders Association	LLC	2010 Merritt Dr.	Garland TX 75041-6131	62-1169661
Varsity Spirit LLC	National Dance Alliance	LLC	2010 Merritt Dr.	Garland TX 75041-6132	62-1169661
Varsity Spirit LLC	Premier Athletics	LLC	10925 Yellow Pine Ln	Knoxville TN 37932	62-1169661
Varsity Spirit LLC	Spirit Cheer	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661
Varsity Spirit LLC	Spirit Festival	LLC	10925 Yellow Pine Ln	Knoxville TN 37932	62-1169661
Varsity Spirit LLC	Spirit Sports	LLC	10925 Yellow Pine Ln	Knoxville TN 37932	62-1169661
Varsity Spirit LLC	Spirit Team	LLC	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661
Varsity Spirit LLC	Spirit Xpress	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	United Spirit Association	LLC	5770 Warland Drive, Suite B	Cypress, CA 90630	62-1169661
Varsity Spirit LLC	Universal Cheerleaders Association	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	Universal Dance Association	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	Universal Spirit	LLC	11010 Monroe Rd #B	Mathews NC 28105	62-1169661
Varsity Spirit LLC	V/ROC	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	Varsity Shop	LLC	3131 Appling Rd.	Bartlett, TN 38133	62-1169661
Varsity Spirit LLC	Varsity University	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	Varsity.com	LLC	P. O. Box 751210	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	VBI Ventures Inc.	LLC	10925 Yellow Pine Ln	Knoxville, TN 37932	62-1169661
Varsity Spirit LLC	VIP Branding	LLC	1455 Frazee Road, Suite 500	San Diego CA 92108	62-1169661
Varsity Spirit LLC	World Spirit Federation	LLC	10925 Yellow Pine Ln	Knoxville, TN 37932	62-1169661
Varsity Spirit LLC	Xpress Brands	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
aligoods LLC					
aligoods LLC	Acrox	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	B&E Industries	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	BizCloth	LLC	P O Box 200548	Arlington, TX 76006	46-4629794
aligoods LLC	Blue Moose Apparel	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	Blue Moose Tees	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	Campus Box	LLC	P O Box 200548	Arlington, TX 76006	46-4629794
aligoods LLC	Centre	LLC	5807 E. Mockingbird Lane, Suite 140	Arlington, TX 76006	46-4629794
aligoods LLC	Fan Cloth	LLC	P O Box 200577	Arlington, TX 76006	46-4629794
aligoods LLC	North and Acrox	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	Prime Time Advertising	LLC	P O Box 155458	Fort Worth, TX 76155	46-4629794
aligoods LLC	Spirit Stop	LLC	P O Box 535816	Grand Prairie, TX 75053	46-4629794
aligoods LLC	Sport Promotion Network	LLC	P O Box 200548	Arlington, TX 76006	46-4629794
aligoods LLC	Volume Specialties	LLC	P O Box 200607	Arlington, TX 76006	46-4629794

Affirmative Action Rider Program



**Affirmative Action and Equal Employment
Opportunity Policy**

41 C.F.R § 60-2.13(b)-2.21 (a)

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

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

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

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

A handwritten signature in black ink, appearing to read "Terrence M. Babilla". The signature is written in a cursive style and is positioned above a horizontal line.

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.



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.