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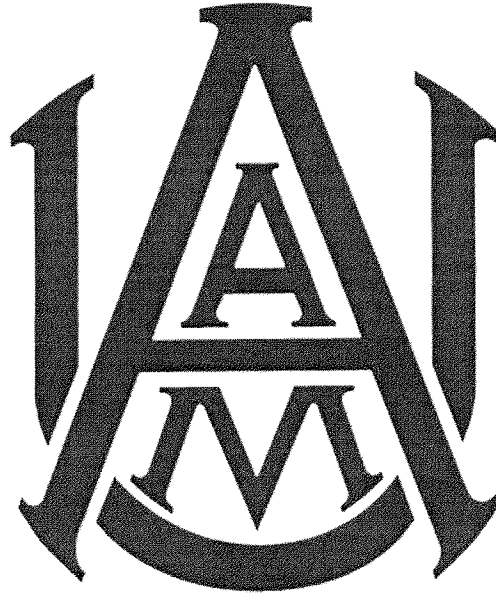
BSN SPORTS, LLC
PO BOX 7726
DALLAS, TX 75209-0726

John Stafford

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

18-53975

Alabama A&M University



Promotional Products, Monogrammed, Screen
printed, & Embroidered Apparel & Services, and
Awards of Recognition and/or Merit Bid

Invitation to Bid (ITB) – 2K18-29B

Deadline: September 25, 2018, 2 P.M. CST

Alabama A&M University

Promotional Products, Monogrammed, Screen printed, & Embroidered Apparel & Services, and Awards of Recognition and/or Merit Bid

Bid No. 2K18-29B

INTRODUCTION

Alabama A&M University ("University", "customer") is seeking bids from qualified vendors to provide promotional products, awards of recognition and/or merit, monogrammed, screen printed and embroidered apparel and the services to provide such 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.

Promotional products and monogrammed, 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. Such products and services are necessary in officially identifying members of the faculty, staff, administration, and student populations. Screen printed and embroidered apparel are often used for student activities including but not limited to Alabama A&M University's Athletics, Student, and Academic Affairs Departments. This Invitation to Bid does not limit the scope of promotional products, monogrammed, screen printed, and embroidered apparel Alabama A&M University will seek to purchase and have customized but rather seeks to develop strategic partnerships with one or more companies providing promotional products, monogramming, screen printing and embroidery. Requests for monogramming, screen printing, and embroidery may require the awarded vendor to provide the apparel to be serviced or the customer to purchase the apparel from another vendor to be monogrammed, screen printed, or embroidered by the lowest responsible bidder(s) of this Invitation to Bid.

Awards of recognition and/or merit are to be also included in this Invitation to Bid. Students are awarded for their achievements academically and athletically and contributions to their community. Such awards of recognition may include trophies, plaques, and other engraved items. These items are to be included within the scope of this bid opportunity.

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Multiple vendors may 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 \$450,000 with several vendors providing the University promotional products, awards of recognition/merit, monogramming, screen printing, and embroidery services. Over a five year term, this spend volume should exceed \$2MM.

NOTE: The Purchasing Department released two separate Invitation to Bids in 2017 for Promotional Products (Bid No. 2K17-08B) and Screen printed and Embroidered Apparel (Bid No. 2K17-10B). The purpose of rebidding this solicitation is to allow vendors that did not participate on those two bid opportunities, yet frequently provide the University services in these categories, to be under the umbrella of this bid. Also, awards of recognition and/or merit were not expressly included in the scope of those two bid solicitations. The Purchasing Department recognized the need to include items of this sort within the scope of the new solicitation. 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. Vendors are encouraged to bid in order to be authorized to provide the requested services.

Previously awarded Bid No. 2K18-13B was also released for the aforementioned reasons. 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. If available, bidders are encouraged to provide at three (3) hardcopy catalogs with their bid package or reference a URL to their website and 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's 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.

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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/proposal package by mail or hand delivered no later than 2:00 P.M. Central Time on the bid/proposal submission deadline, which will also be the date and time of the bid/proposal opening. Unless otherwise noted, the bid/proposal opening will take place at:

Alabama Agricultural and Mechanical University
Purchasing Department
4900 Meridian Street
Patton Hall, Room 305
Normal, AL 35762

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

Mailed sealed bids/proposals sent to the Purchasing Department by logistics carriers such as FedEx, UPS, DHL, Airborne Express, and the U.S. Postal Service (USPS) must be sent to the following address:

Alabama A&M University
Purchasing Department
4900 Meridian Street
Patton Hall, Room 305
Normal, AL 35762

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2. **Bid/Proposal Preparation:** Alabama Agricultural and Mechanical University bid/proposal forms must be completed and returned as a part of the bid quote/proposal. Bids/proposals 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/proposal with the requirements set forth in the bid/proposal form. **All bids/proposals 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/proposal package.

An authorized representative of the Bidding Agency shall sign ITB bid/proposal documents. All information requested must be submitted. Failure to submit all information requested may result in rejection of the bid/proposal. 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/proposal 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/proposal in response to this ITB/proposal may be required to give an oral presentation of their bid/proposal to the Awarding Authority. This will provide an opportunity for the Bidding Agency to clarify or elaborate on the bid/proposal but will in no way change the original bid/proposal. 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/proposal 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/proposals 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/proposals 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/proposal and shall award the bid/proposal to that Bidding Agency. The Awarding Authority may cancel this ITB or reject any and all bids/proposals at any time prior to an award.

A bid/proposal accepted in error as the lowest responsible bid/proposal is null and void and AAMU, upon discovery of the error, may accept the lowest bid/proposal 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/proposal is within ten percent (10%) of the foreign entity's lowest responsible bid/proposal. 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/proposal 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/proposal.

7. **Bid/Proposal Withdrawal:** No bids/proposals 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/proposal opening date with justification or reason for the withdrawal. More than two (2) such requests could result in removal from our bid/proposal list. No bid/proposal 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/proposal (ITB) requests.

8. **Bid/Proposal Rejection:** The Awarding Authority may reject any bid/proposal 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/proposal, the Awarding Authority may reject the bid/proposal and negotiate the purchase or contract, provided that the negotiated price is lower than the bid/proposal 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/proposal, the Awarding Authority may also advertise for and seek other competitive bids/proposals. Where only one responsible and responsive bid/proposal is received, AAMU may only negotiate for a price lower than the single bid/proposal received.
9. **Prices and Payment Terms:** Bidders should quote applicable cash discounts. The University will not take into consideration in the bid/proposal 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/proposal response. Bids/proposals 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/proposal 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/proposal.

The furnishing of materials, supplies, equipment, or service to Alabama Agricultural and Mechanical University under this purchase order, contract, solicitation for bids/proposals, 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."

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11. **Non-Collusion:** Any agreement or collusion among Bidders or prospective Bidders in restraint of freedom of competition, by agreement to bid/proposal at a fixed price or to refrain from bidding, or otherwise, shall render the bids/proposals of such Bidders void. Each bidder certifies that he has not been a party to such an agreement by signing this bid/proposal.
12. **New Products:** Unless specifically called for in the bid/proposal, 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/proposal. The manufacturer's standard warranty will apply unless otherwise specified in the bid/proposal. All requests should be supplied complete, ready to be installed, including all cabling and connectors, where applicable.
13. **Bonds:** Bid/proposal and performance security bond, when required will be indicated.
14. **Bid/Proposal Submission:** Failure to submit a bid/proposal on the official Alabama Agricultural and Mechanical forms provided for that purpose shall be a cause for rejection of the bid/proposal. 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/proposal; 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/proposal as non-responsive.

No
Installation
15

Before submitting proposal, each Bidder shall examine carefully all documents pertaining to the purchase.

Submission of bid will be considered presumptive evidence that the Bidder is conversant with the requirements of the documents and has made due allowance in his or her bid for all contingencies.

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/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

All bids/proposals must be submitted in a sealed envelope bearing on the outside the name and address of the vendor, proposal number, name of the project, and date.

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

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/proposals. Specify earliest possible delivery after receipt of order. Failure to deliver within the time the vendor specified in

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the bid/proposal 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, 453 Buchanan Way, Normal, AL 35762 (unless another F.O.B. point is stated by the University on the bid/proposal form). The successful bidder must assume all responsibility for damage in transit. When installation is required, it will be stated in the bid/proposal 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/proposal for evaluation purposes.

16. **Bid/Proposal 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/proposals shall remain firm for a minimum of thirty (30) days from the date of bid/proposal opening and any exceptions must be clearly stated.
17. **Bid/Proposal Opening:** Bidders may attend the bid/proposal opening, but no information or opinions concerning the ultimate award will be given at the bid/proposal opening or during the evaluation process. After the public opening of this bid/proposal, the results will not be available to Bidders not attending the opening until after an award is made.
18. **Bids/Proposals are Public Record:** All bids/proposals become a matter of public record at bid/proposal award. Alabama Agricultural and Mechanical University accepts no responsibility for maintaining confidentiality of any information submitted with bid/proposal 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/proposal (ITB). Normally in competitive sealed bidding only the information furnished with the bid/proposal will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid/proposal non-responsive. Unless the bidder clearly indicates in its bid/proposal that the product offered is an "Equal" product, such bid/proposal will be considered to offer the brand name product referenced in the invitation. References to manufacturers, suppliers, catalog numbers, etc.

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are intended to establish quality standards and does not exclude bids/proposals 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/proposal 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/proposal 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/proposal contain a manufacturer's warranty, Bidders must state the warranty terms in the space provided on the bid/proposal. Bids/proposals 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/proposal 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

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).

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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

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PO BOX 7726
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AFFIDAVIT 2

I, John Stafford, 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

John Stafford
Signature of Authorized Officer or Agent of Contractor

JOHN STAFFORD
Bid Specialist
Title of Authorized Officer or Agent of Contractor
stafford@bsnsports.com

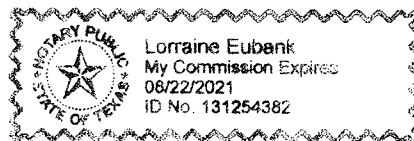
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 17th DAY OF September 2018

Lorraine Eubank

Notary Public

My commission Expires: 8/22/2021



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



Company ID Number: 491633

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **BSN Sports** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

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Company ID Number: 491633

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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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

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DALLAS, TX 75209-0726



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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 in each State:	
<ul style="list-style-type: none"> • 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		

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Proof of Citizenship Demonstration and Declaration

(To be provided with Affidavit Form I)

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, John Stafford, (print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.

John Stafford
(Declarant's Signature and Date)

9/17/18

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Verification, Demonstration, and Declaration of Lawfully Present Alien
(To be provided with Affidavit Form I)

- 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, John Stafford, (print name of undersigned) the undersigned do hereby declare that I am a lawfully present alien in the United States of America.

John Stafford 9/17/18 (Declarant's Signature and Date)

BSN SPORTS
PO BOX 7726
DALLAS, TX 75209-0726



**Alabama A&M University
Bid #2K18-29B**

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.

**JOHN STAFFORD
Bid Specialist
jstafford@bsnsports.com**

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



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.
 Lic 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	Beneficial Address	City, State, and Zip Code	FEIN
BSN SPORTS LLC		LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	Athletic Connection	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	ESPORTSONLINE	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	League Direct	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	NEC	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	Tomark Sports	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
BSN SPORTS LLC	US Games	LLC	P O Box 660176	Dallas, TX 75266-0176	22-2795073
Varsity Brands LLC		LLC	6745 Lenox Center Court, Suite 300 P. O. Box 751210	Memphis, TN 38115 Memphis, TN 38175-1210	22-2890400 41-1458653
Varsity Spirit LLC		LLC			
Varsity Spirit LLC	All Star Challenge	LLC	4713 Hepe 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 101	LLC	118 Ridgeway DR #101	Fayetteville NC 28311	62-1169661
Varsity Spirit LLC	Cheerability	LLC	10325 Yellow Pine Ln	Knoxville TN 37932	62-1169661
Varsity Spirit LLC	CheerSport	LLC	11010 Monroe Rd #8	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	118 NW 14th Ave STE A	Gainesville, FL 32601	62-1169661
Varsity Spirit LLC	Spirit Team	LLC	10925 Yellow Pine Ln	Knoxville TN 37932	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 Wajhand 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	15010 Monroe Rd #8	Mathews NC 28105	62-1169661
Varsity Spirit LLC	VIROC	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	Varsity Shop	LLC	3131 Appling Rd	Bartlett, TN 38133	62-1169661
Varsity Spirit LLC	Varsity University	LLC	PO Box 752790	Memphis, TN 38175-2790	62-1169661
Varsity Spirit LLC	Varsity.com	LLC	P. O. Box 751210	Memphis, TN 38175-1210	62-1169661
Varsity Spirit LLC	VBI Ventures Inc.	LLC	10925 Yellow Pine Ln	Knoxville, TN 37932	62-1169661
Varsity Spirit LLC	VIP Branding	LLC	3455 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	Actux	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	BeCloth	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 240	Dallas, TX 75206	46-4629794
aligoods LLC	Fan Cloth	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	North and Actux	LLC	P O Box 200607	Arlington, TX 76006	46-4629794
aligoods LLC	Prime Time Advertising	LLC	P O Box 155488	Fort Worth, TX 76155	46-4629794
aligoods LLC	Spirit Stop	LLC	P O Box 558216	Grand Prairie, TX 75063	46-4629794
aligoods LLC	Sport Promotion Network	LLC	P O Box 200548	Arlington, TX 76006	46-4629794
aligoods LLC	Voluna Specialties	LLC	P O Box 200607	Arlington, TX 76006	46-4629794



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	Bid Director
Craig Mostaffa	Bid Specialist
John Stafford	Bid Specialist
Sherry Iqbal	Bid Specialist

Sincerely,

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

BSN SPORTS
PO BOX 7726
DALLAS, TX 75209-0726