

ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Varsity Brands Holding Co., Inc. dba BSN Sports, LLC 14460 Varsity Brands Way Farmers Branch, TX 75244	DATE ISSUED: September 20, 2021	_____
	CONTRACT NO:	22-DPR-R-415
	CONTRACT TITLE:	Athletic, Physical Education Supplies, and Team Uniforms

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 22-DPR-R-415 including any attachments or amendments thereto.

EFFECTIVE DATE: 9/30/2021

EXPIRES: September 30, 2023

RENEWALS: Two (2) 1-year Renewals Remaining

COMMODITY CODE(S): 80562, 20000

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 22-DPR-R-415

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

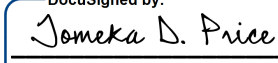
VENDOR CONTACT: Greg Boyd **VENDOR TEL. NO.:** (972) 884-7306

EMAIL ADDRESS: gboyd@bsnsports.com

COUNTY CONTACT: Megan Carney, DPR - SPREC **COUNTY TEL. NO.:** (703) 228-1821

COUNTY CONTACT EMAIL: mcarney@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

DocuSigned by:

Title Procurement Officer **Date** 9/30/2021

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**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 22-DPR-R-415

THIS AGREEMENT (hereinafter "Agreement") is made on 9/30/2021 between Varsity Brands Holding Co., Inc. dba BSN Sports, LLC ("Contractor"), a Delaware limited liability company with a place of business at 14460 Varsity Brands Way, Farmers Branch, Texas 75244 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, and

[Region 4 Education Service Center \(Region 4 ESC\) Contract No. R201101](#) incorporated by reference.

This Agreement is a rider to an original contract awarded by Region 4 Education service Center (Region 4 ESC) and extended by the Contractor to the County on the same terms and conditions as the original agreement executed as a result of a competitive solicitation issued by Region 4 ESC. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence on 9/30/2021 and shall be completed no later than September 30, 2023 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from October 1, 2023 to September 30, 2025 ("Subsequent Contract Term").

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is for the purchase of Athletic, Physical Education Supplies, and Team Uniforms (“the products and services”).

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall

be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Greg Boyd
Varsity Brands Holding Co., Inc. dba BSN Sports, LLC
14460 Varsity Brands Way
Farmers Branch, Texas 75244
Email: gboyd@bsnsports.com

TO THE COUNTY:

Megan Carney, Project Officer
Arlington County Department of Parks and Recreation
300 N. Park Drive
Arlington, VA 22203
703-228-1821 (p)
Email: mcarney@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

12. COVID-19 VACCINATION POLICY FOR CONTRACTORS

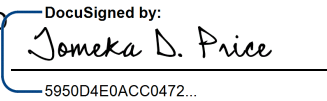
Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and

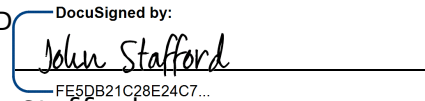
the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

VARSITY BRANDS HOLDING CO., INC. DBA
BSN SPORTS, LLC

AUTHORIZED SIGNATURE:  5950D4E0ACC0472...

AUTHORIZED SIGNATURE:  FE5DB21C28E24C7...

NAME: TOMEKA D. PRICE

NAME: John Stafford

TITLE: PROCUREMENT OFFICER

TITLE: National Bid Director

DATE: 9/30/2021

DATE: 9/30/2021