



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 5

List View

### General Information

Contact


Default Values

Discount

Document Information

Procurement Folder: 748438


Procurement Type: Central Master Agreement

Vendor ID:  

Legal Name: BSN SPORTS LLC

Alias/DBA:

Total Bid: \$0.00

Response Date:  

Response Time:

SO Doc Code: CRFQ

SO Dept: 0603


SO Doc ID: ADJ2100000005

Published Date: 7/16/20

Close Date: 7/22/20

Close Time: 13:30

Status: Closed

Solicitation Description:  

Total of Header Attachments: 5

Total of All Attachments: 5



Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Solicitation Response

Proc Folder : 748438  
 Solicitation Description : ADDENDUM NO.1 Polo Shirts for Adjutant General Programs  
 Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-07-22 13:30:00	SR 0603 ESR07172000000000227	1

VENDOR
VC0000022272 BSN SPORTS LLC

Solicitation Number: CRFQ 0603 ADJ2100000005

Total Bid : \$0.00                      Response Date: 2020-07-17                      Response Time: 08:53:05

Comments: C# 6558709  
 Bid Log Id # 20-57406  
 N-30  
 FOB-Destination  
 \*\*\* prices SM-XL -\$10.75  
                   2XL- \$ 11.75  
                   3XL- \$ 12.75

**FOR INFORMATION CONTACT THE BUYER**  
 John W Estep  
 (304) 558-7839  
 john.w.estep@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Polo Shirts for Adjutant General Programs	0.00000	EA	\$12.750000	\$0.00

Comm Code	Manufacturer	Specification	Model #
53102900			

**Extended Description :** PLEASE SEE EXHIBIT A PRICING PAGE - Polo Shirts for Adjutant General Programs

**Comments:** C # 6558709  
 Bid Log ID # 20-57406  
 N-30  
 FOB -Destination

<b>Exhibit A Pricing Page</b>	<b>Polo Shirts for Adjutant General Programs - CRQM ADJ210000001</b>
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Item	Item Description	Manufacturer for "or equal bids"	Manufacturer's Item Number for "or equal bids"	Sizes	Estimated Annual Use	Unit Price	Extended Price	
3.1.1.4	Polo Shirts							
	Size: Regular: Small - XL	Port & Company	KP55	Small - XL	300	\$ 10.75	\$ 3,225.00	
	Size: Regular: 2XL	Port & Company	KP55	2 XL	75	\$ 11.75	\$ 881.25	
	Size: Regular: 3XL	Port & Company	KP55	3 XL	75	\$ 12.75	\$ 956.25	
							<b>\$ 5,062.50</b>	
	3.1.1.4a Color: <b>Burgundy</b>				100			
	3.1.1.4b Color: <b>Dark Gray</b>				100			
	3.1.1.4c Color: <b>Black</b>				250			
						<b>Overall Total Cost</b>	<b>\$ 5,062.50</b>	
	<b>* Quantities are estimated for bid evaluation purposes only.</b>							

<b>Bidder / Vendor Information:</b>							
Name:	BSN SPORTS LLC						
Address:	14460 Varsity Brands Way Farmers Branch, TX 75244						
Phone:	800-527-7510 x7324						
Fax:	800-365-7653						
E-mail Address:	bsnbid@bsnsports.com						
Authorized Signature:	Chris Bloomfield			Date:	7/17/2020		

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

**ALL CONTRACTS:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

State of Texas

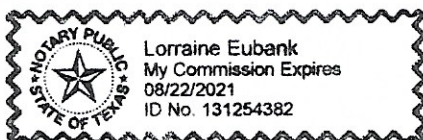
County of Dallas, to-wit:

Taken, subscribed, and sworn to before me this 15<sup>th</sup> day of July, 2020

My Commission expires 8/22, 2021.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** Lorraine Eubank



# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

**BSN Sports LLC**

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes

No

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

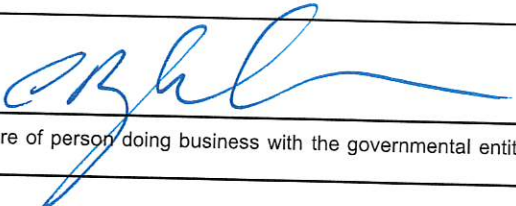
Yes

No

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

**None**

4

  
Signature of person doing business with the governmental entity

07/03/2020

Date

REQUEST FOR QUOTATION  
Polo Shirts for Adjutant General Programs

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- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

- 8.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 8.2 **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 8.3 **Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 8.4 **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: CHRIS BLOOMFIELD  
Telephone Number: 800-527-7510 x 7324  
Fax Number: 800-365-7653  
Email Address: BSNBID@BSNSports.com

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

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

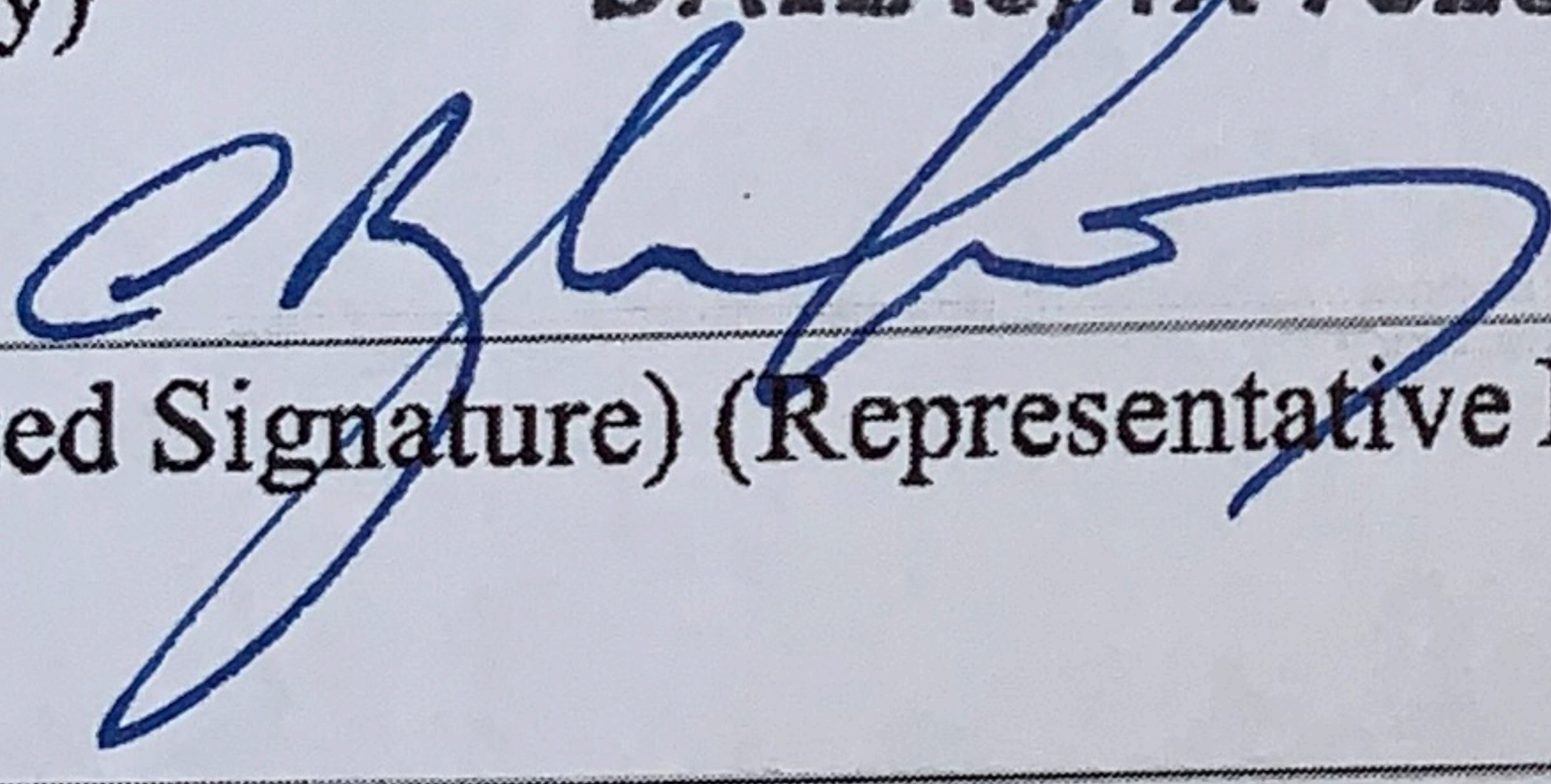


**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

BILL GILLISPIE, CMAA, CIC  
(Name, Title)  
SALES PROFESSIONAL  
(Printed Name and Title)  
2167 - E STATE ROUTE 821 BLDG 45 MARIETTA OH 4  
(Address)  
cell: 304-488-9130 o: 740-374-0902  
(Phone Number) / (Fax Number)  
WGILLISPIE@BSNSPORTS.COM  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

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

  
(Authorized Signature) (Representative Name, Title)

CHRIS BLOOMFIELD  
(Printed Name and Title of Authorized Representative) National Bid Director  
bsnbid@bsnsports.com

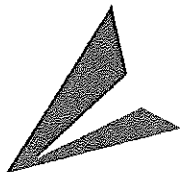
7-17-20  
(Date)

800-527-7570 x 7324 / 800-365-7653  
(Phone Number) (Fax Number)

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

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

**Affirmative Action Rider Program**



**BSN SPORTS™**

**Affirmative Action and Equal Employment**

**Opportunity Policy**

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**41 C.F.R § 60-2.13(b)-2.21 (a)**

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

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

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

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

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



**BSN SPORTS**

PO Box 7726 – Dallas, TX 75209-0726

November 19, 2019

To Whom It May Concern:

The following individuals have authority to sign bids and contracts for BSN Sports:

Chris Bloomfield	National Bid Director
Craig Mostaffa	Senior Bid Specialist
John Stafford	Senior Bid Specialist
Sherry Iqbal	Bid Specialist
Lorraine Eubank	Bid Specialist
Jackson Morris	Bid Specialist
Kendall Isaac	Bid Specialist

Sincerely,

Terrence M. Babilla, President,  
Chief Operating Officer & General Counsel  
BSN Sports, LLC

# **BSN SPORTS** **TERMS AND CONDITIONS**

## **Satisfaction Guarantee**

We guarantee 100% satisfaction with your purchase! Products may be returned for a refund within 30 days of the date the product was shipped to you, when returned in accordance with our Return Policy set forth below.

## **Return Policy**

All returns must be authorized by us and require a return authorization number. Call our Customer Care Team at 1-800-527-7510 for a return authorization number. Returns must be postmarked within 30 days of date the product was shipped to you; otherwise the return will not be eligible for credit. Items must be returned in their original condition, including all tags, packaging and accessories (if applicable). A restocking fee may apply and shipping charges will not be refunded unless the merchandise is defective or it was shipped incorrectly.

Custom orders may not be returned unless the merchandise is defective or we made an error when making the custom order product. The return authorization number must be included in all correspondence and returns. We are not responsible for misuse, customer installation, freight damage or improper storage.

## **24 Hour Quick Ship**

Highlighted Products will ship within 24 hours upon verification of order and credit release.

Actual arrival time at your location depends on the method of shipment and distance from our warehouse. Standard freight rules apply.

## **Pricing and Specification**

We will make every effort to honor catalog prices through June 30, 2018. We reserve the right to change prices due to increased costs, or to correct catalog errors in pricing and/or specification. When you send us your order request, we will begin processing it as quickly as possible. Despite our best efforts, a small number of items in our catalog may be mispriced. If an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instruction before shipping or cancel your order and notify you of such cancellation. We will make every effort to send you only one invoice after all items on your order have shipped.

## **Sales Tax**

Unless your organization is a branch of the federal government, you must provide to us for each state where you are not subject to sales tax either a resale certificate or state exempt organization certificate, as appropriate. Otherwise, state and local sales taxes will be added in the states and territories of AL, AR, AZ, CA, CO, CT, DC, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NJ, NM, NY, NV, OH, OK, PA, RI, SC, SD, TN, TX, UT, VA, WA, WI, WV and Puerto Rico. This list of sales tax states is subject to change at any time without further notice. If you are a new customer, your resale certificate or state exempt organization certificate must be sent with the Customer Information Sheet (CIS), or otherwise received by us with or before your first order, to document your status as not subject to sale tax. If we do not have on file a resale certificate or state exempt organization certificate, sales taxes will be added for orders shipped to any state or territory where we are required to charge sales tax.

## **Custom Orders**

Custom orders require a customer signed order specification confirmation before any custom order is processed. If you decide to change a custom order after it has been placed, please call us immediately. We will contact the manufacturing facility to

determine if the order has already been processed or if the change can be made. If the order has been processed, we will not be able to change it and you will be responsible for paying for the order. If a change can be made, there may be a delay in delivery and/or an additional charge. Please be certain of your ordering needs prior to submission. We may require that you prepay for custom orders.

## **Substitutions**

We strive to continually improve our products to give you the best value possible. On occasion, we may ship you a product that differs from the one pictured and described in our catalog. However, we will always substitute with a product of equal or better quality and value. If your requirements prohibit substitution, please let us know when you place the order.

## **Fast Service**

We process orders the same day they are received and generally ship items that are in our inventory within 2-3 business days. If delivery is required by a specific date, please notify us when placing your order. Please call for information on express delivery. To ensure rapid processing of your order, be sure to complete all necessary information on the Order Form.

## **Easy Payment Terms**

We offer net 30 day terms on approved credit, honor most major credit cards and accept prepaid orders. We accept VISA, MasterCard, American Express and Discover. We can also accept your check by phone. We require a written purchase order (or valid purchase order number, subject to verification, if ordering via the Internet). We may require that you prepay for custom orders. Orders received from outside the United States require prepayment before shipment. New customers requesting credit terms are required to complete a Customer Information Sheet (CIS) and require credit investigation and approval prior to order release. Customers agree to pay invoices within set terms. It is understood and agreed that payment in full is due upon receipt of the merchandise. Past due balances will be charged interest at the rate of eighteen percent (18%) per annum, or the highest rate permitted by applicable law, whichever is lower. Customers also agree to pay any and all fees, including attorney fees, incurred by us to collect past due invoices.

## **Freight Damage and Shipment Shortages**

We will gladly assist you with your freight claim. If a shipment is short or damaged, the shortage or damage must be noted on the freight delivery document at the time the product is delivered to you. Please notify us immediately if you need assistance with your claim. Please call 1-800-719-3056 same day.

## **Duplicate Orders**

To avoid accidental duplication of your Internet or phone order, DO NOT send written confirmation unless you are asked to do so by a member of our team. If you must send confirmation, you must mark the order as "Confirming Order, Do Not Duplicate." Unless your confirming order is marked clearly, you will be responsible for return freight charges and a restocking fee of up to 25% if the duplicate order is returned.

## **Off-Shore Destinations and APO/FPO Addresses**

Sometimes the weight and size of items preclude postal shipment. Always provide alternative shipping instructions and addresses (allowing us to ship other than by postal service).

## **Force Majeure**

Although we strive to meet obligations set forth in our catalog and promotional materials, we will not be liable for any failure to perform any such obligations by reasons of acts of God or the elements; acts, delays and failures to act by governmental authorities; riots, insurrections, terrorism, sabotage and war; labor strikes, interruption, suspension, curtailment or other disruption of utilities; or other matters beyond our reasonable control.



## **PRE-EMPLOYMENT CRIMINAL HISTORY CHECK AND DRUG TESTING**

After an offer has been made to an applicant entering a designated job category, a mandatory criminal history check, drug test and/or medical examination will be performed by a background research professional service company and health professional referred by BSN Sports, Inc. The offer of employment and assignment to duties is contingent upon satisfactory completion of the test. The examination will be performed at the company's expense in accordance with the policies explained in this Handbook and the applicable provisions of law.

## **CRIMINAL CONVICTIONS OR OFFENSES**

The initiation of legal charges or a civil lawsuit against an employee may affect the licensure or bond ability of the employee and/or the Company, as well as the Company's ability to service and maintain the trust of its customers and other members of the community, and to provide for the protection of the Company's ability to safeguard its ability to properly service its clients. Consequently, to the extent permitted by law, employees shall be required to notify the Company if convicted or charged with the commission of a crime or offense. Employees also are required to notify the Company of any commencement of an investigation or disciplinary action relating to licensure or professional certifications.

Additionally, except as otherwise prohibited by applicable law, any employee who is convicted, pleads guilty to or is sentenced for the commission of any crimes or offenses is subject to discipline, up to and including separation of employment without prior warning if the Company determines that the act, crime or offense:

- Affects continued ability to perform duties for the Company
- Indicates unfitness for continued employment
- Involves theft or moral turpitude
- Tends to bring the Company or any of its products into disrepute, or would affect employee morals or morale if employment continued
- Indicates that the employee could present a danger to other employees or our customers; or
- Would tend to indicate that the employee could present a danger to our customers or other employees.

Except as otherwise prohibited by applicable law, the Company may discipline or separate an employee for engaging in off-duty conduct that the Company determines to be detrimental to the interests of the Company.

# Now offering online billing!

# **BSNBilling.com**

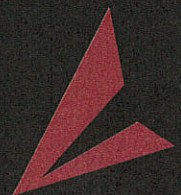
- 24/7 account access
- Receive invoices and statements online
- Secure and convenient payments
- Manage multiple accounts
- Review account history and status



**Need help?**

Contact us at [bsnbilling@bsnsports.com](mailto:bsnbilling@bsnsports.com)

or call 1 (800) 527-7510



**BSN SPORTS**