

PARTICIPATING ADDENDUM
BETWEEN
BSN SPORTS
AND
BIBB COUNTY SCHOOL DISTRICT

BSN Sports ("Vendor") and Bibb County School District ("BCSD") (collectively, the "Parties") agree to utilize or piggyback off of the negotiated contract for OMNIA Number R201101 for Athletic and Physical Education Supplies and Teams Uniforms between Vendor and Omnia effective as signed on October 1, 2020 and renewed through September 30, 2025 (the "Omnia Contract"). The Parties hereby agree the Special Stipulations set out below are a Participating Addendum to the Omnia Contract (together, forming the "Agreement"). These Special Stipulations govern over any conflicting terms contained in the Omnia Contract or any Vendor proposal or statement of work (attached as Exhibit A). Exhibit B contains the required E-Verify documentation for Vendor to do business with BCSD.

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- 1) **GOVERNING LAW.** The Agreement shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Bibb County, or in the U.S. District Court, Middle District, Macon Division. Vendor consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Bibb County and to the personal jurisdiction of such courts. Vendor waives all statutory service of process requirements and expressly consents to service of process by mail delivery to Vendor at the address provided by Vendor on the signature page below. Vendor waives any and all objections Vendor may now or hereafter have based on venue or forum *non conveniens*.
 - 2) **INITIAL TERM.** The performance period for this Agreement is one year, with one possible renewal term of an additional one-year period to be exercised in the sole discretion of BCSD, as long as the underlying Omnia Contract is renewed and still in effect. Contract performance shall begin on June 30, 2025. BCSD shall only use the services under this Agreement on an as-needed basis and is under no obligation to utilize the services under this Agreement for the entire one-year term.
 - 3) **SECTION 20-2-506 COMPLIANCE.** Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of BCSD at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless this Agreement is terminated with thirty (30) days' notice prior to the end of the calendar year, or in accordance with the Omnia Contract.
 - 4) **ANNUAL SPEND.** BCSD shall not exceed \$300,000 per year for services under this Agreement.

- 5) **OPEN RECORDS ACT.** Vendor acknowledges and agrees that BCSD is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Notwithstanding any provision to the contrary contained in this Agreement, Vendor acknowledges and agrees that BCSD shall comply with requests for information pursuant to applicable state and federal laws and regulations, including without limitation the Georgia Open Records Act O.C.G.A. § 50-18-70 et seq. without notice to Vendor prior to compliance.
- 6) **CONFIDENTIALITY, PRIVACY, AND SECURITY.** Vendor's employees, agents and affiliates (collectively "Vendor") may have access to or become aware of BCSD's confidential information including without limitation BCSD's strategic plans, employee data, student data and other such Information of BCSD (collectively referred to as the "Confidential Information"). Vendor shall presume that all information received pursuant to this Agreement or in the course of fulfilling Vendor's responsibilities under this Agreement is Confidential Information unless otherwise expressly designated by BCSD. Vendor must maintain the highest levels of security in order to preserve and protect the confidentiality of BCSD's data and to protect and prevent unauthorized disclosure and use of student and personnel information. All Confidential Information as well as other documents, data, and information provided to the Vendor by BCSD is and will remain the property of BCSD to the extent that it was the property of BCSD at the time it was provided to Vendor. All Confidential Information and BCSD data shall be returned to BCSD by the Vendor within thirty (30) days following termination of the Agreement without cost to BCSD, with no copies retained by Vendor. If requested by BCSD, an officer of the Vendor will certify in writing that, to the best of his/her knowledge, information, and belief, all Confidential Information and all copies thereof have been delivered to BCSD and removed from Vendor's systems with no copies retained by Vendor.
- 7) **RENEWAL & EFFECT OF TERMINATION.** The Agreement shall not renew automatically. The Agreement can only be renewed upon written consent of both BCSD and Vendor. BCSD shall remain responsible for all valid fees incurred under the Agreement through the date of termination.
- 8) **TERMINATION WITHOUT CAUSE.** BCSD may, at any time upon thirty (30) days prior written notice to Vendor, terminate (without prejudice to any right or remedy of BCSD) the whole or any portion of the Agreement for the convenience of BCSD. If BCSD terminates the whole or any portion of the Agreement at BCSD's convenience, then BCSD shall only be liable to Vendor for the goods and/or services satisfactorily provided and or performed by Vendor up to the date of termination.
- 9) **ASSIGNMENT.** Neither Party may assign this Agreement or the Party's rights and obligations under this Agreement for any reason without the prior written consent of the other Party, which consent may be withheld for any reason.
- 10) **PROHIBITED AGREEMENTS.** Any provision contained in this Agreement or any Vendor document that (a) violates the prohibition against a pledge of credit by BCSD, or (b) requires BCSD to expend funds for purposes other than educational purposes, or (c) constitutes a waiver of BCSD's sovereign immunity, or (d) requires BCSD to pay interest, collection fees, penalties or

liquidated damages; or (e) constitutes an illegal gratuity or (f) requires BCSD's indemnification of Vendor is null and void.

- 11) **USE OF BCSD'S NAME, LOGO, OR TRADEMARK.** Vendor may not use BCSD's name, logo, or trademark in any manner without first obtaining BCSD's written consent separate and apart from this Agreement. Any request by Vendor shall include a detailed description of how BCSD's name, logo, and/or trademark will be used along with proposed depictions of such use. Any consent provided by BCSD may be subsequently terminated by BCSD with notice to Vendor, in which event the Vendor shall cease using BCSD's name, logo, or trademark effective on the date of termination.
- 12) **INDEMNIFICATION AND HOLD HARMLESS.** Vendor agrees to the fullest extent permitted by law to indemnify BCSD and protect, defend, indemnify and hold harmless BCSD, the Bibb County Board of Education, and their officers, officials, employees, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of Vendor or anyone directly or indirectly employed by Vendor; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by Vendor performing the work, as approved by Bibb District School District. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or Vendor as approved by the District, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.
- 13) **GENERAL INSURANCE REQUIREMENTS.** The following insurance requirements apply to all work under this Agreement by the Vendor and its subcontractors of any tier:
- a. The Vendor shall provide a current certificate of insurance as required within five (5) days after notification issued by the BCSD Procurement Department.
 - b. All insurance required by this Agreement shall be maintained during the entire length of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the BCSD. All insurance must be on an occurrence basis unless otherwise specified.
 - c. Policies written on a "claims made" basis (typically, cyber, professional liability, and pollution liability) shall include the following provisions:
 - i. The retroactive date must be shown on the certificate of insurance.
 - ii. Insurance must be maintained for at least two (2) years after completion of the work and/or Agreement.
 - d. If coverage is canceled or non-renewed after the work has been completed and/or the Agreement has ended, the Vendor must purchase the extended reporting period for at least two (2) years.
 - e. The Vendor or any of its subcontractors shall not commence work under the Agreement until all insurance requirements have been complied with and until

evidence of all insurance requirements in each contract with each subcontractor of any tier is provided, and the Vendor shall require the same to comply with all such requirements

- f. BCSD does not represent that coverage and limits will necessarily be adequate to protect the Vendor. Insurance provided by the Vendor shall not limit the Vendor's obligation to indemnify and defend BCSD for claims or suits which result from or connected with the performance of this Agreement.
- g. BCSD shall be covered as an Additional Insured, where applicable, under all insurance required by this Agreement. Confirmation of this shall appear on all certificates of insurance and on all applicable policies. The title of the awarded Agreement shall also appear on all applicable policies.
- h. BCSD shall be given no less than thirty (30) days' notice of cancellation, material change, or nonrenewal of insurance policies required under this Agreement.
- i. Each and every insurance agent shall warrant when signing the certificate of insurance that she/he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the Agreement and that she/he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- j. All companies providing insurance required by this Agreement shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this Agreement must have a current:
 - i. Best's Rating not less than A
 - ii. Best's Financial Size Category not less than Class VII
- k. In the event the Vendor neglects, refuses, or fails to provide insurance required by the Agreement, or if such insurance is canceled for any reason, BCSD shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Vendor or BCSD shall have the right to cancel the Agreement.
- l. All policies shall provide a Waiver of Subrogation in favor of BCSD.

14) REQUIRED INSURANCE COVERAGE.

- a. Workers' Compensation and Employer's Liability Insurance. The Vendor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each employee who is or may be engaged in work under this Agreement.
 - i. Workers Compensation: Statutory limit
 - ii. Employers Liability:
 - 1. \$500,000 Bodily Injury by Accident – Each Accident
 - 2. \$500,000 Bodily Injury by Disease – Each Disease
 - 3. \$500,000 Bodily Injury by Disease – Each Employee

- b. Comprehensive General Liability Insurance.
 - i. \$2,000,000 General Aggregate
 - ii. \$2,000,000 Products & Completed Operations Aggregate
 - iii. \$1,000,000 Each Occurrence
 - iv. \$1,000,000 Personal & Advertising Injury
 - v. \$ 500,000 Damages to Premises / Fire Legal
 - vi. \$ 15,000 Medical Payments
- c. Automobile Liability Insurance. The Vendor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit except for products or services that are remote. The following extensions of coverage shall be provided and indicated on the certificate of insurance.
 - i. Owned, hired, leased and non-owned vehicles must be covered.
 - ii. If the Vendor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Vendor's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.
- d. Umbrella Liability Insurance. The Vendor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

15) **NOTICE.** All notices shall be in writing and shall be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notice to BCSD must be sent to each address set forth below.

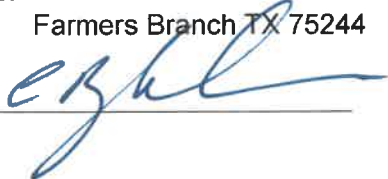
- a. Superintendent, Bibb County School District, 484 Mulberry Street, Macon, Georgia 31201
- b. General Counsel, Bibb County School District, 484 Mulberry Street, Suite 400, Macon, Georgia 31201

IN WITNESS WHEREOF, the Parties through their duly authorized representatives signing below, executed and agree to be legally bound by the terms, conditions, and provisions of these Special Stipulations and the overall Agreement.

**“VENDOR”
BSN SPORTS**

Address: 14460 Varsity Brands Way,
Farmers Branch TX 75244

By: _____



Name: Chris Bloomfield

Title: National Bid Manager

Date: 05/29/2025

**“BCSD”
BIBB COUNTY SCHOOL
DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

E-VERIFY COMPLIANCE AND E-VERIFY AFFIDAVIT INSTRUCTIONS

In order to conduct business with Bibb County School District (BCSD), the Contractor must complete the Contractor Affidavit of Compliance form and the Subcontractor Affidavit of Compliance form, if applicable. If the Contractor is exempt from E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must complete the Contractor Affidavit of Exception form. Below are the instructions on how to complete the forms.

Contractor Affidavit of Compliance - In order to comply with State law, regulations, and BCSD policies and procedures, BCSD requires a completed, signed, and notarized Contractor Affidavit of Compliance confirming E-Verify compliance from any vendor providing labor or services in an amount that exceeds \$2,499. The E-Verify program is a federal program operated by the US Customs & Immigration Services branch of the Department of Homeland Security.

- a) First, register your company at: <https://www.e-verify.gov/e-verify-enrollment> if you have not already done so.
 - For questions regarding E-Verify - visit: <https://www.e-verify.gov/contact-us> or email E-verify@dhs.gov or call 888-464-4218.
- b) Log in to your registration account at: <https://e-verify.uscis.gov/web/Login.aspx> and view your Memorandum of Understanding (MOU).
 - Your company ID Number is listed at the top of every page.
 - This is NOT your E-Verify user ID, BCSD Vendor ID, or Tax ID.
- c) Complete, sign, and notarize the attached Contractor Affidavit of Compliance and submit to BCSD.
 - Please make sure the Notary seal is legible.
 - "Name of Contractor or subcontractor" is same as Vendor's Name.
 - "Name of Project" – This can be left blank.
 - "Date of Authorization" is the date you registered for E-Verify.
 - "Federal Work Authorization User Identification Number" is a six or seven digit number.

Subcontractor Affidavit of Compliance – If the Contractor is using a subcontractor to perform the services under this contract, the Subcontractor must register and participate in E-Verify and sign, notarize, and submit the Subcontractor Affidavit of Compliance, as well.

Contractor Affidavit of Exception – If the Contractor meets the following exceptions for E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must fill out, sign, notarize, and submit the Affidavit of Exception form. Exceptions include:

- a) The Contractor is a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** it will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for BCSD under the contract. This requires submission of a Georgia driver's license or a license from an approved state.
- b) The Contractor will provide **goods only** to BCSD and will not render any services to BCSD. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*
- c) The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.

- d) The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract.

E-VERIFY AFFIDAVIT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to each, every, and any contract to which Contractor is a party with **Bibb County School District (BCSD)** that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify **BCSD** in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contractor's contract with **BCSD**;
- e) The Contractor will subcontract for the performance of services in satisfaction of such contract only with subcontractors who complete, sign, notarize, and provide the Subcontractor Affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c) prior to beginning the performance of services;
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into each, every, and any contract(s) with **BCSD** subject to the provisions of O.C.G.A. § 13-10-91 to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to **BCSD** within five business days of receipt.

Company ID Number#19959

Client Company ID Number #2200746

07/06/2023

Federal Work Authorization User Identification Number

Date of Authorization

BSN Sports LLC

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on 29th, May, 2025 in Dallas (city), Texas (state).


Signature of Authorized Officer or Agent

E-VERIFY AFFIDAVIT
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to each, every, and any contract to which Contractor is a party with **Bibb County School District (BCSD)** that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify **BCSD** in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contractor's contract with **BCSD**;
- e) The Contractor will subcontract for the performance of services in satisfaction of such contract only with subcontractors who complete, sign, notarize, and provide the Subcontractor Affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c) prior to beginning the performance of services;
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into each, every, and any contract(s) with **BCSD** subject to the provisions of O.C.G.A. § 13-10-91 to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to **BCSD** within five business days of receipt.

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Signature of Authorized Officer or Agent

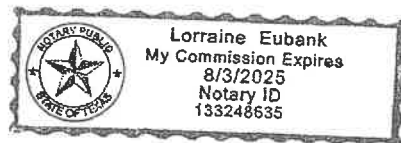
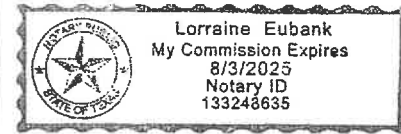
Chris Bloomfield- National Bid Manager
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 29 DAY OF May, 20 25
Lorraine Eubank

NOTARY PUBLIC

My Commission Expires:

Affix Notarial Seal Here



ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires:

Affix Notarial Seal Here

AFFIDAVIT OF EXCEPTION

I attest that I am exempt from providing a Contractor Affidavit of E-Verify Compliance to Bibb County School District pursuant to O.C.G.A. § 13-10-91, as amended, for one of the following reasons:

_____ I am a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** I will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for Bibb County School District under the contract.

In order to be exempt from compliance under the above exception, in addition to this affidavit you must provide a copy of your State of Georgia driver's license. If you do not have a Georgia license, please

see: http://www.georgia.gov/vgn/images/portal/cit_1210/50/35/173461453Lists_of_states_that_verify_in_migration_status_7_26_11.pdf for a list of driver's licenses from alternative states that can be submitted in lieu of a Georgia driver's license.

☒ My company/firm will provide **goods only** to Bibb County School District and will not render any services to Bibb County School District. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*

_____ My company is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.

_____ I am an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; my license is in good standing, and I am the individual who will be performing the services under the contract.

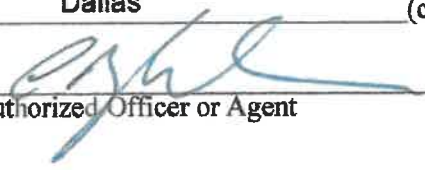
Vendor Name: BSN Sports LLC

Name of Project: Piggyback addendum Bibb Co Schools, GA

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on May 29th, 2025

in Dallas (city), TX (state).



Signature of Authorized Officer or Agent

Printed Name and Title of authorized Officer or Agent

Subscribed and Sworn Before Me

On This the 29th Day Of May, 2025.

Notary Public

Lorraine Eubank

My Commission Expires: _____

Affix Notarial Seal Here



Lorraine Eubank
My Commission Expires
8/3/2025
Notary ID
133248635

