CITY OF NEWTON
PURCHASING DEPARTMENT

CONTRACT FOR THE NEWTON PUBLIC SCHOOLS

PROJECT MANUAL:

NEWTON PUBLIC SCHOOLS - SUPPLY & DELIVER ATHLETIC SUPPLIES

INVITATION FOR BID #15-77

Bid Opening Date: March 26, 2015 at 10:30 a.m.

MARCH 2015

Setti D. Warren, Mayor

CITY OF NEWTON

PURCHASING DEPARTMENT

INVITATION FOR BID #15-77

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

NPS - SUPPLY AND DELIVER ATHLETIC SUPPLIES

Bids will be received until: **10:30 a.m., Thursday, March 26, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at **www.newtonma.gov/bids** or for pickup at Newton City Hall, Room 201, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., March 12, 2015.**

There will be no charge for contract documents.

Bid surety is **not** required with this bid.

Award will be made to the lowest, responsive and responsible bidder by line item. Multiple awards may occur under this contract.

This will be a one-time purchase for each item with delivery dates set according to the corresponding sports season. Please refer to Scope of Services §3.4 at p. 17 below for exact delivery dates. Exceptions are only allowed if authorized in writing by the Newton Public Schools' Purchasing Department. Contractors will receive a Purchase Order for the items that are awarded to them.

All deliveries will be to both Newton North High School located at 457 Walnut Street, Newtonville, MA 02460 and Newton South High School located at 140 Brandeis Road, Newton Center, MA 02459 and as specified within this project manual.
The dollar value of the contract may be increased by an amount more than twenty five percent (25%) of the contract total in accordance with M.G.L. c.30B, §13.

All bids must be submitted in the manner and form prescribed by the Invitation for Bid which controls award of the contract.

All bids are subject to the provisions of M.G.L. Chapter 30B. F.O.B. Destination inside 22 individual schools, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City bids are available on the City's web site at **www.newtonma.gov/bids** . It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email to purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Nicholas Read
Chief Procurement Officer
March 12, 2015

CITY OF NEWTON

DEPARTMENT OF PURCHASING

INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.

1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.

2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, March 20, 2015 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.

2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.

2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.

2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at **www.newtonma.gov/bids**.

2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.

2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #15-77**.

ARTICLE 3 - MBE PARTICIPATION

3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of $10,000.00.

3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of $50,000.00.

3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: **www.newtonma.gov/purchasing**.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

4.1 Bids shall be submitted on the "Bid Form #15-77 as appropriate, furnished by the City.

4.2 All entries on the Bid Form shall be made by typewriter or in ink.

4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR: **#15-77**

* NAME OF PROJECT: **Newton Public Schools - Supply & Deliver Athletic Supplies**

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

4.5 Date and time for receipt of bids is set forth in the Invitation for Bids.

4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.

4.7 Bids shall be submitted with one **original** and two **copies.**

4.8 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts Public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which became effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

5.1 Each Bidder shall acknowledge alternates (if any) in Section C on the Bid Form.

5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.

5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.

5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

6.3 No bids may be withdrawn within ninety (90) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

7.1 The City is soliciting prices for items set forth in the Item Sheets, attached hereto. It is the City's intent to award separate contracts for each item to the lowest, responsive and responsible bidder for that item. Accordingly, the City may award as few as one (1) contract, or as many contracts as there are bidders. Contracts will be awarded within ninety (90) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.

7.4 As used herein, the term "lowest responsible and responsive Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the invitation for bids; (3) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.

7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.

8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.

9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON

DEPARTMENT OF PURCHASING

BID FORM #15-77

A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual* prepared by the City entitled:

NPS – SUPPLY & DELIVER ATHLETIC SUPPLIES

B. This bid includes addenda number(s) _____, _____, _____, _____,

C. The contract price(s) for the following will be per attached 8 ITEM SHEETS at pp. 18-25 below:

NPS – SUPPLY & DELIVER ATHLETIC SUPPLIES

COMPANY NAME _____

***If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive. SAMPLE IS REQUIRED IF BIDDING AN APPROVED EQUAL.**

D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____%_____Days
Prompt Payment Discount_____%_____ Days
Prompt Payment Discount _____%_____Days

E. The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- Certification of Tax Compliance, 1 page
- Item Sheets, 8 pages

F. The undersigned agrees that, if selected as general contractor, s/he will within five days (Saturdays, Sundays and legal holidays excluded) after presentation thereof by the City, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it will comply fully with all laws and regulations applicable to awards made subject to M.G.L. c.30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. c.29, §29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

_____
(Name of General Bidder)

BY: _____

_____
(Printed Name and Title of Signatory)

_____
(Business Address)

_____
(City, State Zip)

_____/_____
(Telephone) (FAX)

_____
(E-mail Address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____

2. WHEN ORGANIZED: _____

3 INCORPORATED? _____ YES _____ NO DATE AND STATE OF INCORPORATION: _____

4. IS YOUR BUSINESS A **MBE**? _____YES _____NO **WBE**? _____YES _____NO or **MWBE**? _____YES _____NO

* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OFCOMPLETION:

_____
_____
_____
_____
_____

* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
_____ YES _____ NO
IF YES, WHERE AND WHY?

_____
_____

* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? _____ YES _____ NO
IF YES, PROVIDE DETAILS.

_____
_____

* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

_____
_____
_____
_____
_____
_____
_____

* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: ____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

_____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

_____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON:_____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?:_____
(i.e., contract manager, purchasing agent, etc.)

_____

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: $ _____ DATE COMPLETED: _____
PUBLICLY BID? _____YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #:(____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

_____
(Signature of individual)

_____
Name of Business

City of Newton

Purchasing Department
Nicholas Read ⊛ *Chief Procurement Officer*
1000 Commonwealth Avenue
Newton Centre, MA 02459-1449
purchasing@newtonma.gov

Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Mayor
Setti D. Warren

Date

Vendor

Re: Debarment Letter for Invitation For Bid #15-77

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____ (Name)
_____ (Company)
_ _____ (Address)
_____ (Address)
PHONE _____ FAX _____
EMAIL _____

_____Signature

_____Date

.

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

X Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here **Signature of U.S. person ▶** **Date ▶** Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X Form **W-9** (Rev. 10-2007)

CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS

1. The right is reserved to reject any and all bids, to waive minor informalities, and to make award as may be determined to be in the best interest of the City of Newton.

2. Prices quoted must include delivery to the City , as specified on the Work Order.

3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.

4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.

5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work Order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.

6. The sucessful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Sellor.

7. The Contractor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.

8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.

9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.

10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).

11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cahsier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the sucessful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). The bid surety covers the City for damages when a bidder withdraws its bid after the bid submission date. Be advised that to the extent permitted by the law, the City will retain all bid deposits for withdrawn bids.

12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Contractor and may result in an unenforceable claim.

13. The Contractor shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.

14. "Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Contractor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's

expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Contractor.

For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Contractor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Contractor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

    Any Contractor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The Contractor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the Contractor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the Contractor from selling said substances or mixtures containing said substances within the Commonwealth. All Contractors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for $2.00 plus $.65 postage.

17. INSURANCE REQUIREMENTS

    The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

<u>WORKER'S COMPENSATION</u>	
Worker's Compensation:	Per M.G.L. c.l49, §34 and c. l52 as amended.
<u>COMMERCIAL GENERAL LIABILITY</u>	
Personal Injury	$500,000 each occurrence $1,000,000 aggregate
Property Damage	$500,000 each occurrence $1,000,000 aggregate
<u>VEHICLE LIABILITY</u>	
Personal Injury	$500,000 each person $1,000,000 aggregate
Property Damage	$300,000 each occurrence $500,000 aggregrate

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force. The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City of Newton, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

_____
**Signature of Individual
or Corporate Contractor (Mandatory)

_____
*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

Print Name:_____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SCOPE OF SERVICES

NEWTON PUBLIC SCHOOLS

NPS – SUPPLY AND DELIVER ATHLETIC SUPPLIES

1.0 Scope

1.1 Newton Public Schools is accepting bids for ATHLETIC SUPPLIES as per the bid list attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract(s). Bid awards will be made on a per item basis to the lowest responsive and responsible bidder for that item.

1.2 Quantities specified are based on a census taken by Newton Public Schools. Newton Public Schools reserves the right to increase or decrease quantities to be ordered within the time limits set forth in the bid. In accordance with M.G.L. c.30B, §13 the total increase shall not exceed twenty-five percent (25%) of the total contract price. Bids must remain in effect a minimum of ninety (90) days after the bid opening.

1.3 In an effort to purchase the quality of product necessary, requested samples are required of all bid items unless bidding on the exact product referenced within the bid item description.

1.4 All prices shall be F.O.B. Destination inside 2 individual schools both located within the City of Newton

1.5 There are 8 pages of Item Sheets - PLEASE ensure that you submit all pages and mark any items you do NOT wish to bid on with the words "NO BID".

2.0 Description and Quality

2.1 Wherever items are specified by trade name, manufacturer, or dealer's catalog number, or by any other reference, it shall be taken to mean the items as this described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the bidder does not state the brand, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Vendors shall guarantee quality control of all goods at no additional cost to the City. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Samples and literature must be provided within three (3) days after the request.

2.2 The City encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.

2.3 Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460 within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

3.0 Delivery

3.1 All packages, cartons, or other containers must be clearly marked with a) the school designation, b) a packing slip with contents or item number from specifications, c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.

3.2 Deliveries shall be made to Newton North and Newton South High Schools per Bid Award. All deliveries shall be made to the inside of the buildings and contractors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.

3.3 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday. Forty-eight (48) hours' notice of delivery is required by contacting Support Services at 617-559-9005. Newton Public Schools shall not be responsible for deliveries that cannot be made because notice was not received in time.

3.4 Deliveries are to be completed within ninety (90) calendar days after the bid award unless otherwise indicated or notified by the Contractor and approved as seasonal by the school's Equipment Manager. Seasonal deliveries are as follows:

Fall Sports by 7/31/15 - Football, Golf, Swimming (Women's), Volleyball (Women's), Field Hockey, Cheerleading, Cross Country, Soccer

Winter Sports by 10/15/15 - Swimming (Men's), Wrestling, Basketball, Hockey, Gymnastics, Indoor Track, Nordic Skiing, Alpine Skiing

Spring Sports by 2/20/16 - Baseball, Volleyball (Men's), Softball, Outdoor Track, Lacrosse, Tennis

4.0 Payment

4.1 Invoices shall be billed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.

4.2 Invoices must be in duplicate, by department, including the a) purchase order number, b) department name, c) item number, d) quantities, e) description, f) unit price and g) totals.

END OF SECTION

NEWTON PUBLIC SCHOOL

ATHLETIC SUPPLIES ITEM SHEET (8 sheets)

COMPANY NAME:_____

Required quantities of supplies are estimates only. The City makes no guarantees as to quantity of supplies that will actually be procured. Regardless of the quantities purchased, the unit cost shall remain as quoted. Prices bid shall include inside delivery as indicated within the scope of this bid.

Approved Equal MUST include manufacturer's brand name, product # and unit size with bid.

FY 2015 - 2016 ATHLETIC SUPPLIES BID LIST:

Item Number	Description or Approve Equal	Unit	Unit Cost	Qty	Total	Approved equal brand, model #, pg#, (attach specs)
41-01-010	SOFTBALL OFFICIAL GAME BALL: WILSON A9060 ASA-LOW (FAST PITCH). MIAA APPROVE. NO SUBSTITUTES	DOZEN	$_____	6	$_____	
41-01-012	SOFTBALL OFFICIAL GAME BALL: DUDLEY THUNDERHEAT. FAST PITCH. DUDLEY WT 12 ASA-NFHS. ITEM #: 4A-147Y OR #:41-132Y NO SUBSTITUTES.	DOZEN	$_____	18	$_____	
41-01-020	SOFTBALL OFFICIAL SCOREBOOK: WILSON BLUE COVER.	EACH	$_____	6	$_____	
41-01-030	SOFTBALL THROAT PROTECTOR: MACGREGOR B22 OR APPROVED EQUAL	EACH	$_____	2	$_____	
41-01-052	SOFTBALL DUAL FIRST BASE 3"x15"x30": COMPLETE WITH 2 STRAPS, 2 BUCKLES AND 2 SPIKES. CHAMPION M155 APPROVED EQUAL.	EACH	$_____	3	$_____	
41-02-001	OFFICIAL LACROSSE BALLS -WHITE: MUST MEETS OFFICIAL NCAA SPECS AND HAVE NOCSAE STAMP. REVISED SPEC	DOZEN	$_____	18	$_____	
41-02-002	OFFICIAL LACROSSE BALLS -YELLOW: MUST MEETS OFFICIAL NCAA SPECS AND HAVE NOCSAE STAMP. REVISED SPEC	DOZEN	$_____	18	$_____	
41-02-005	LACROSSE N O C S A E HELMET ADJUSTABLE W/ U M G A L MASK, CHIN STRAP AND PAD: CASCADE.	EACH	$_____	12	$_____	
41-02-025	MOUTHGUARD SENIOR W/ STRAP, YELLOW: CRAMER 138150 OR APPROVED EQUAL. MOUTHGUARD MUST BE A COLOR, NOT CLEAR.	EACH	$_____	350	$_____	
41-02-030	LACROSSE HELMET GOALIE THROAT GUARD/PROTECTOR - SCREW MOUNTED. CASCADE TPC2 -CLEAR. NO SUBSTITUTE.	EACH	$_____	2	$_____	
41-02-038	LACROSSE WOMEN'S GOALIE EQUIPMENT. INCLUDE LEG GUARDS. KICKERS AND GLOVES. STX BRAND OR APPROVED EQUAL.	EACH	$_____	1	$_____	
41-02-055	LACROSSE KNOBS FOR STICKS: BRINE	DOZEN	$_____	2	$_____	
41-02-060	LACROSSE MEN'S OFFICIAL SCOREBOOK: BRINE HEP.	EACH	$_____	6	$_____	
41-02-065	LACROSSE WOMEN'S OFFICIAL SCOREBOOK: BRINE C K10.	EACH	$_____	6	$_____	
41-02-100	LACROSSE OFFICIAL NETS: WEATHER RESISTANT, 3MIL WHITE NYLON. BACHARACH W N N.	EACH	$_____	4	$_____	
41-02-105	LACROSSE OFFICIAL GAME GOALS WITH 5MM POLYESTER NET. STX COLLEGIATE OFFICIAL GAME GOAL. NO SUBSTITUTE.	EACH	$_____	2	$_____	
41-02-108	LACROSS FULL GOAL TARGET. FITS ALL 6X6 LACROSSE GOALS. WARRIOR 2.0 FULL TARGET OR APPROVED EQUAL.	EACH	$_____	2	$_____	

41-02-125	LACROSSE NET TWINE - 100% NYLON. BRINE N P S L.	ROLL/ 12 FT.	$_____	4	$_____	
41-02-135	LACROSSE LAX WALL REBOUNDER. 3X4, BRINE LW220-B. NO SUBSTITUTE. NEW ITEM.	EACH	$_____	4	$_____	
41-02-140	CLASSIC LACROSSE DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	3	$_____	
41-02-141	CLASSIC WOMEN'S LACROSSE DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	3	$_____	
41-03-001	TENNIS BALLS. PENN CHAMPIONSHIP EXTRA HEAVY DUTY 521001. NO SUBSTITUTE.	CASE/ 24 CANS	$_____	10	$_____	
41-04-006	TRACK SCHOLASTIC STARTING BLOCK: ONE PIECE STEEL CONSTRUCTION, DOUBLE RAIL, SPRING LOADED PLUNGER, RUBBER PADDED PEDAL, SPIKES FOR CINDER AND SYNTHETIC TRACKS. PORTA PIT NEWTON T100 OR APPROVED EQUAL. REVISED SPEC	EACH	$_____	3	$_____	
41-04-012	TRACK 100 FT. FIBERGLASS MEASURING TAPE: FEET AND METERS.	EACH	$_____	2	$_____	
41-04-013	TRACK 165 ft. FIBERGLASS MEASURING TAPE. FEET AND METERS.	EACH	$_____	3	$_____	
41-04-014	TRACK 250 FT. FIBERGLASS MEASURING TAPE: FEET AND METERS.	EACH	$_____	1	$_____	
41-04-018	TRACK STOP WATCH W/SPLIT TIMER DUAL DISPLAY: ACCUSPLIT A725MX OR APPROVED EQUAL.	EACH	$_____	3	$_____	
41-04-020	TRACK STOP WATCH W/SPLIT TIMER: ACCUSPLIT AX602 OR APPROVED EQUAL. REVISED SPEC	EACH	$_____	24	$_____	
41-04-025	TRACK .22 CALIBER BLANKS: WINCHESTER.	BOX/ 50	$_____	2	$_____	
41-04-026	TRACK .22 CALIBER BLANKS: ALFA. REVISED SPEC	BOX/ 50	$_____	1	$_____	
41-04-028	TRACK ALUMINUM BATON: ROLLED EDGES, NON-SLIP FINISH, AVAILABLE IN SILVER OR GOLD COLOR.	EACH	$_____	6	$_____	
41-04-085	36” ALUMINUM PIT RAKE: GILL 451 OR APPROVED EQUAL.	EACH	$_____	2	$_____	
41-05-003	VOLLEYBALL -NFHS APPROVED: BADEN PERFECTION 15-0. MODEL#: VX5EC-216. COLOR: ORANGE/ROYAL/WHITE. NO SUBSTITUTE.	EACH	$_____	36	$_____	
41-05-020	VOLLEYBALL OFFICIAL NCAA SCOREBOOK.	EACH	$_____	3	$_____	
41-05-025	VOLLEYBALL WHITE GYM FLOOR TAPE 2" X 60 YDS.	ROLL	$_____	6	$_____	
41-05-032	VOLLEYBALL NET: HEAVY-DUTY OFFICIAL COMPETITION SIZE. INCLUDES NET STORAGE BAG AND TOP AND BOTTOM ROPE. BISON SPORTS KEVLAR BIS-VB1250K. NO SUBSTITURE.	EACH	$_____	1	$_____	
41-05-035	MULTI-USE GAME STANDARDS: FOR VOLLEYBALL, BADMINTON, ETC., 145 LB. BASE, SELF-ATTACHED WHEELS, FLOOR PROTECTOR, 2" O D ALUMINUM UPRIGHTS W/HOOKS & EYES. JAYFRO #850 OR APPROVED EQUAL.	PAIR	$_____	4	$_____	
41-06-010	BASEBALL BALL BAG: FLAT BOTTOM, WRAP AROUND HANDLES, SHOULDER STRAP, H D ZIPPER, HOLDS 5 DOZ. BASEBALLS OR 3 DOZ. SOFTBALLS. RAWLINGS D B P OR APPROVED EQUAL.	EACH	$_____	3	$_____	
41-06-015	BASEBALL OFFICIAL GAME BALL: MIAA APPROVED. NFHS CERTIFIED. DIAMOND 01 NFHS. NO SUBSTITUTE.	DOZEN	$_____	58	$_____	

41-06-017	BASEBALL J. V. BALL: DIAMOND D O L- A.	DOZEN	$_____	46	$_____	
41-06-055	BASEBALL OFFICIAL SCOREBOOK: WILSON OR APPROVED EQUAL.	EACH	$_____	6	$_____	
41-11-001	FIELD HOCKEY OFFICIAL SCOREBOOK: NFHS OR APPROVED EQUAL. REVISED SPEC	EACH	$_____	6	$_____	
41-11-016	FIELD HOCKEY N F H S A OFFICIAL GAME BALL: PENN MONTO F P M 500 NS.	DOZEN	$_____	24	$_____	
41-11-018	FIELD HOCKEY PRACTICE BALL: PENN MONTO F P M 510	DOZEN	$_____	6	$_____	
41-11-018	FIELD HOCKEY PRACTICE BALL: PENN MONTO F P M 510	DOZEN	$_____	6	$_____	
41-11-021	FIELD HOCKEY GOALIE MASK: PLASTIC, FOAM PADDED, ADJUSTABLE, FULL VISIBILITY. C C M M TK 3000.	EACH	$_____	2	$_____	
41-11-022	FIELD HOCKEY GOALIE SET: INCLUDES GLOVES, GOALIE GIRDLE, CHEST PROTECTOR LEG GUARDS AND KICKERS. CRANBARRY BRAND OR APPROVED EQUAL	SET	$_____	2	$_____	
41-11-030	FIELD HOCKEY OFFICIAL GOALS 12'W X 46"D X 7'H: 2" SQ. WHITE FRONT FRAME, 1-1/4 O D STEEL FRAME. JAYFRO F H G- S O. OR APPROVED EQUAL.	PAIR	$_____	1	$_____	
41-11-033	FIELD HOCKEY OFFICIAL NETS: 2.5MM, WEATHER TREATED. JAYFRO F H N D-8 OR APPROVED EQUAL.	PAIR	$_____	2	$_____	
41-11-048	CLASSIC FIELD HOCKEY DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	3	$_____	
41-12-001	SOCCER SCORE BOOK: 25 GAMES. BRINE S B1 OR APPROVED EQUAL.	EACH	$_____	9	$_____	
41-12-005	SOCCER OFFICIAL GAME BALL ALL WHITE: HAND SEWN. MIAA APPROVED. BRINE PHANTOM B C145. NO SUBSTITUTE.	EACH	$_____	36	$_____	
41-12-011	SOCCER OFFICIAL NETS: WEATHER RESISTANT HEAVY DUTY 5MM NYLON 24-1/2W X 10D X 4D.	PAIR	$_____	2	$_____	
41-12-016	SOCCER CORNER FLAG BASE. 12" DIAMETER, 7 1/2 LBS EACH. SET OF 4. KWIK GOAL 16B204. NO SUBSTITUTE. NEW ITEM.	SET/ 4	$_____	3	$_____	
41-12-017	SOCCER EQUIPMENT BAG 15 X 8-1/2 X 7: CANVAS, BLACK W/WHITE STRAPS, 'NEWTON' CURVED OVER LION'S OR TIGER'S HEAD. "SOUTH" OR "NORTH" STRAIGHT UNDERNEATH, ORANGE LETTERS. SNITZ 1430 OR APPROVED EQUAL.	EACH	$_____	3	$_____	
41-12-025	SOCCER MOUTHGUARD: SHIELD 120 OR APPROVED EQUAL. MUST BE A COLOR, NOT CLEAR.	EACH	$_____	350	$_____	
41-12-050	CLASSIC SOCCER DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	6	$_____	
41-13-001	GOLF OFFICIAL GAME BALLS: TITLEST PROFESSIONAL.	DOZEN	$_____	30	$_____	
41-13-010	COLLEGIATE CARRY GOLF BAG: LIGHTWEIGHT AND DURABLE WITH DOUBLE/SINGLE QUICK CLICK STRAP SYSTEM. INCLUDE EMBROIDERED LOGO AND TEAM NAME. NIKE COLLEGIATE CARRY GOLF BAG BG0216-400 OR APPROVED EQUAL. NEW ITEM	EACH	$_____	6	$_____	
41-13-025	PACK AND GO JACKET. GEAR FOR SPORTS CG2590. NO SUBSTITUTE. NEW ITEM.	EACH	$_____	24	$_____	
41-13-028	CHAMPION FALCON JACKET CV345. NO SUBSTITUTE. NEW ITEM.	EACH	$_____	36	$_____	

41-14-002	FOOTBALL OFFICIAL GAME BALL: WILSON GST 1003 OFFICIAL SIZE WITH 863 PREMIUM GST WE LEATHER. SKU#:WTF1003B. NO SUBSTITUTE.	EACH	$_____	54	$_____	
41-14-005	FOOTBALL KICK OFF TEE 2-INCH. GROUND ZERO-2 GZ-2. BLACK. NO SUBSTITUTE.	EACH	$_____	4	$_____	
41-14-006	FOOTBALL 2” EXTRA POINT TEE: OFFICIAL SIZE MOLDED RUBBER.	EACH	$_____	2	$_____	
41-14-010	FOOTBALL HARD CUP CHIN STRAP MID HOOK UP. RIDDELL 45621, MEDIUM AND RIDDELL 45622, LARGE. COLOR: ROYAL BLUE. NO SUBSTITUTE. NEW ITEM.	EACH	$_____	36	$_____	
41-14-011	FOOTBALL HELMET JAW PADS - PAIR: SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL Z-PADS FOR REVOLUTION HELMET. GEL-1”/gER-1”-3@l-3/4” 3ER 3/4”. S-PADS 3-LC 3/4 3-RC 3/4” FOR SPEED H. REVISED SPEC -NEED TO BE PROOF	DOZEN	$_____	12	$_____	
41-14-012	FOOTBALL HELMET NOCSAE APPROVED -W/ MID-HIGH HOOK UP CHIN STRAP WITH QUICK RELEASE FACE GUARD SYSTEM: SIZES AND COLORS TO BE DETERMINED UPON BID AWARD. TO MATCH EXISTING. RIDDELL REVO SPEED. NO SUBSTITUTES. REVISED SPEC	EACH	$_____	12	$_____	
41-14-015	FOOTBALL SHOULDER FLAT PAD: EXTENDED FRONT PADDING W/KICK PLATES. SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL EVOLUTION OR RIDDELL KOMBINE. NO SUBSTITUTES. CALL FOR SIZE BREAKDOWN.	EACH	$_____	12	$_____	
41-14-016	FOOTBALL SHOULDER PADS. DOUGLAS ELITE. SIZES TO BE DETERMINED UPON BID AWARD. NO SUBSTITUTE. NEW ITEM.	EACH	$_____	12	$_____	
41-14-024	FOOTBALL THIGH PADS -SMALL: RIDDELL R48155 OR APPROVED EQUAL. REVISED SPEC	PAIR	$_____	12	$_____	
41-14-025	RIDDELL R48168. REVISED SPEC	PAIR	$_____	24	$_____	
41-14-026	FOOTBALL LONG KNEE PADS FOR PANTS. RIDDELL L-R48172.	PAIR	$_____	12	$_____	
41-14-030	FOOTBALL CLEATS - MALE.	BAG/ 100	$_____	1	$_____	
41-14-031	FOOTBALL FLAK VEST ADULT SIZE: 1-1/8 FOAM, NYLON COVERED, ADJUSTABLE SHOULDER STRAPS. RIDDELL 45242.	EACH	$_____	2	$_____	
41-14-033	FOOTBALL THIGH PADS -MEDIUM: RIDDELL R48167 OR APPROVED EQUAL. REVISED SPEC. NEW ITEM	PAIR	$_____	12	$_____	
41-14-035	FOOTBALL SMALL KNEE PADS FOR PANTS: RIDDELL R48159. REVISED SPEC. NEW ITEM	PAIR	$_____	24	$_____	
41-14-038	FOOTBALL INTEGRATED GIRDLE W/BUILT-IN HIP, TAIL & THIGH PADS. TRI-FLEX CUSHION SYSTEM. CHAMPRO OR APPROVED EQUAL. NEW ITEM	EACH	$_____	72	$_____	
41-14-065	CLASSIC FOOTBALL DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	3	$_____	
41-15-005	SILICONE SWIM CAP. SPEEDO 7510192. COLORS, SIZES, AND DESIGN SCREENING TO BE DETERMINED UPON BID AWARD. NO SUBSTITUTES.	EACH	$_____	40	$_____	
41-20-006	HOCKEY OFFICIAL GAME PUCK: INGLASSCO PPH.	EACH	$_____	200	$_____	
41-20-010	ICE HOCKEY SCORE BOOK: ACCUSCORE OR APPROVED EQUAL. REVISED SPEC	EACH	$_____	10	$_____	
41-20-015	CLASSIC ICE HOCKEY DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	4	$_____	
41-21-000	OFFICIAL MEN'S BASKETBALL LEATHER GAME BALL. MIAA APPROVED FOR TOURNAMENTS. BAIDEN ELITE GAME BALL BX7E. NO SUBSTITUTES.	EACH	$_____	6	$_____	

41-21-001	BASKETBALL MEN'S OFFICIAL LEATHER GAME BALL: MIAA APPROVED. WILSON JET EVOLUTION B0516. NO SUBSTITUTE.	EACH	$_____	12	$_____	
41-21-004	BASKETBALL WOMEN'S OFFICIAL GAME BALL SIZE 28.5: WOMEN'S SPAULDING TOP FLITE 1000.	EACH	$_____	12	$_____	
41-21-005	OFFICIAL WOMEN'S BASKETBALL LEATHER GAME BALL. MIAA APPROVED FOR TOURNAMENTS. BADEN ELITE GAME BALL BX6E. NO SUBSTITUTE. NEW ITEM.	EACH	$_____	6	$_____	
41-21-009	BASKETBALL NET: WHITE NYLON CORD, COMPETION QUALITY.	EACH	$_____	6	$_____	
41-21-011	BASKETBALL SCOREBOOK: WILSON MARK 5. NO SUBSTITUTE.	EACH	$_____	12	$_____	
41-21-046	CLASSIC BASKETBALL DRY ERASE BOARD, 23"W X 18" H. SPORTS WRITE BRAND OR APPROVED EQUAL. NEW ITEM.	EACH	$_____	6	$_____	
41-22-002	WRESTLING HEAD GEAR : COLOR TO BE DETERMINED UPON BID AWARD. CLIFF KEEN HALO M22.	EACH	$_____	26	$_____	
41-22-020	WRESTLING MAT TAPE 3"X 84' TRANSPARENT.	ROLL	$_____	42	$_____	
41-22-025	WRESTLING SCORE BOOKS: CLIFF- KEANE S B7. NO SUBSTITUTE.	EACH	$_____	4	$_____	
41-25-001	GYMNASTIC CHALK: WRAPPED IN 8 - 2 OZ. BLOCKS. CRAMER 130538.	1 LB	$_____	9	$_____	
41-90-005	FLOOR HOCKEY STICKS 42"-45” : SHIELD WOOD-SHAFT HOCKEY SETS OR APPROVED EQUAL. REVISED SPEC	EACH	$_____	12	$_____	
41-90-032	SPEED ROPE - 9 FT.: LIGHTWEIGHT VINYL W/SWIVEL ACTION HANDLES.	EACH	$_____	12	$_____	
41-90-042	WHIFFLE BASE BALL.	EACH	$_____	12	$_____	
41-90-070	HOME PLATE AND BASES INDOOR: SOLID WHITE RUBBER W/SUCTION BOTTOM.	SET	$_____	1	$_____	
41-90-125	GYMNASTICS MAT: 4’ X 8’: 1-1/2” THICK LAMINATED POLYETHYLENE FOAM, 2 VELCRO ENDS. ACCORDION STYLE FOLD. 14 OZ HEAVY DUTY VINYL COVER. ANTHEM PART# A77-401 OR APPROVED EQUAL. NEW ITEM	EACH	$_____	8	$_____	
41-90-130	YOGA STRAPS -8-FEET : 100% COTTON, D-RING CONSTRUCTION. SUNSHINE YOGA# STRAPD8 OR APPROVED EQUAL. NEW ITEM	EACH	$_____	24	$_____	
41-90-135	DELUXE YOGA MAT: 74” X 24”. 1/4” DURABLE EXTRA THICK CLOSED CELL VINYL FOAM. TEXTURED, NON-SLIP SURFACE. LATEX AND LEAD FREE. MUST MEETS ASTM F963 SAFETY STANDARDS. NEW ITEM	EACH	$_____	24	$_____	
41-95-001	AIR HORN CHROME W/ONE AIR CAN. FALCON COMMANDER 4.	EACH	$_____	6	$_____	
41-95-005	PLASTIC WHISTLE: NATURAL CORK BALL AND SPLIT RING.	EACH	$_____	40	$_____	
41-95-010	CLOCK TIMER: CHAMPION SPORTS DC100 DUAL TIMER/CLOC WITH JUMBO DISPLAY, LCD, 3-1/2W X 1D X 4-1/2H OR APPROVED EQUAL WITH SAMPLE REQUIRED. REVISED SPEC	EACH	$_____	4	$_____	
41-95-015	ELECTRIC AIR PUMP: 20 PSI, 2 NOZZLES, NEEDLE, 8’ POWER CORD, 5’ HOSE. CHAMPION 1210882 OR APPROVED EQUAL.	EACH	$_____	1	$_____	
41-95-020	CLIP BOARD 9 X 12.	EACH	$_____	6	$_____	
41-95-025	VELCRO NET TIES 4-INCH X 4 YDS.: KWIK GOAL M H F1.	ROLL	$_____	6	$_____	

41-95-040	MESH BALL BAG: 32 X 36 NYLON, HOLDS 10-12 BALLS, STAY-TIGHT CLOSURE. APB 36 OR APPROVED EQUAL.	EACH	$_____	18	$_____	
41-95-045	PORTABLE BALL LOCKER 24W X 42L X 36H W/HINGED COVER: ALL STEEL CONSTRUCTION, 4-HEAVY DUTY WHEELS.	EACH	$_____	2	$_____	
41-95-047	PORTABLE 16 BALL CART: HEAVY DUTY STEEL TUBING W/NO-TOPPLE BASE.	EACH	$_____	1	$_____	
41-95-065	LOW PROFILE FIELD (DISK) ONE -RED OR ORANGE. REVISED SPEC	DOZEN	$_____	16	$_____	
41-95-066	LOW PROFILE FIELD (DISK) ONE -BLUE OR YELLOW. REVISED SPEC	DOZEN	$_____	6	$_____	
41-99-002	SCRIMMAGE VEST: MODIFIED 'V' NECK: #46 CLOTH DOUBLE YOKE, 66 CLOTH BODY, 1/4 SLEEVES, CHIMNEY LENGTH. SIZES AND COLORS TO BE DETERMINED UPON BID AWARD. RUSSELL 10266MK OR APPROVED EQUAL.	EACH	$_____	24	$_____	
41-99-005	REVERSIBLE PRACTICE PENNIES.	DOZEN	$_____	24	$_____	
41-99-009	CALF LENGTH TUBE SOCKS WHITE WITH STRIPES: ONE SIZE FITS ALL. STRIPE COLORS TO BE DETERMINED UPON BID AWARD. TWIN CITY TCSPR OR APPROVED EQUAL.	PAIR	$_____	370	$_____	
41-99-010	CALF LENGTH TUBE SOCKS ORANGE WITH STRIPES: ONE SIZE FITS ALL. STRIPE COLORS TO BE DETERMINED UPON BID AWARD. TWIN CITY TCSPR OR APPROVED EQUAL.	PAIR	$_____	120	$_____	
41-99-016	BASKETBALL SHORTS: NYLON MESH, W/WAISTBAND AND DESIGN. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	PAIR	$_____	36	$_____	
41-99-025	T-SHIRT. 100% POLYESTER. BADGER HOOK TEE 4144. COLOR, SIZES, AND DESIGN SCREENING TO BE DETERMINED UPON BID AWARD. NO SUBSTITUTES.	EACH	$_____	48	$_____	
41-99-028	BASKETBALL MEN'S NYLON MESH REVERSIBLE JERSEY: SLEEVELESS. LETTERS, DESIGN, COLORS, SIZES AND NUMBERS TO BE DETERMINED UPON BID AWARD. CHAMPION R53T OR APPROVED EQUAL.	EACH	$_____	48	$_____	
41-99-035	POLO SHIRT: 100% POLYESTER. BADGER HOOK POLO 3344. COLOR, SIZES, AND DESIGN SCREENING TO BE DETERMINED UPON BID AWARD. NO SUBSTITUTES.	EACH	$_____	36	$_____	
41-99-060	SWEAT PANTS: 100% COTTON, DRAWSTRINGS WAIST, SIDE POCKETS. DESIGN, COLORS, SIZES AND NUMBERS TO BE DETERMINED UPON BID AWARD. TO MATCH 41-99-055.	PAIR	$_____	24	$_____	
41-99-100	BASEBALL ADJUSTABLE CAP: EMBROIDERED INTERLOCKING 2" LETTER(S). COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. DELONG #24 OR APPROVED EQUAL.	EACH	$_____	36	$_____	
41-99-107	BASEBALL ONE- COLOR SOCKS - ADULT: ACRYLIC/ NYLON/ SPANDEX. SIZES AND COLORS TO BE DETERMINED UPON BID AWARD. (ORANGE, BLACK, OR ROYAL BLUE)	PAIR	$_____	160	$_____	
41-99-132	MICRON POLYESTER COLLISION JACKET: NYLON LINING , WATERPROOF, COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. REVISED SPEC.	EACH	$_____	12	$_____	
41-99-143	TENNIS SHIRTS: LADIES' HOOK POLO. BADGER 8344. NO SUBSTITUTE. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. NEW ITEM.	EACH	$_____	24	$_____	

41-99-145	HEATHERED FLEECE HOOD. PRO 1450. NO SUBSTITUTE. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. NEW ITEM.	EACH	$_____	24	$_____	
41-99-181	SOCCER SOCKS WHITE W/ROYAL STRIPES: COTTON/NYLON, FULL REINFORCED FOOT, ONE SIZE FITS ALL.	PAIR	$_____	120	$_____	
41-99-182	SOCCER SOCKS ORANGE W/WHITE STRIPES: COTTON/NYLON, FULL REINFORCED FOOT, ONE SIZE FITS ALL.	PAIR	$_____	120	$_____	
41-99-183	SOCCER SOCKS SOLID COLOR: COTTON/ NYLON, FULL REINFORCED FOOT, ONE SIZE FITS ALL. COLORS TO BE DETERMINED UPON BID AWARD.	PAIR	$_____	120	$_____	
41-99-185	SOCCER T-SHIRTS: ORANGE 100 % COTTON, NUMBERS AND SIZES TO BE DETERMINED UPON BID AWARD.	EACH	$_____	48	$_____	
41-99-187	SOCCER SHORTS: 100% POLYESTER, ELASTIC WAIST, V-NOTCH. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	PAIR	$_____	36	$_____	
41-99-201	HOCKEY PRACTICE JERSEY - VARIOUS COLORS: 100% MICRO MESH, DESIGN. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	EACH	$_____	12	$_____	
41-99-205	HOCKEY MESH SOCKS - BLACK W/ ORANGE/ WHITE/ ORANGE STRIPES. NYLON, ONE SIZE FITS ALL ADULTS.	PAIR	$_____	96	$_____	
41-99-206	HOCKEY MESH SOCKS - WHITE W/ ROYAL/ ORANGE/ ROYAL STRIPES: NYLON, ONE SIZE FITS ALL ADULTS.	PAIR	$_____	36	$_____	
41-99-207	HOCKEY MESH SOCKS - ROYAL BLUE W/ ORANGE/WHITE/ORANGE STRIPES: NYLON, ONE SIZE FITS ALL ADULTS.	PAIR	$_____	36	$_____	
41-99-232	MICRON POLYESTER SHELL SABLE PANTS: HOLLOWAY STYLE#229095, CUSTOM DESIGN. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. REVISED SPEC.	PAIR	$_____	24	$_____	
41-99-240	FOOTBALL BELT: 1" WEB CLOTH, RING. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL WB52 OR APPROVED EQUAL.	EACH	$_____	200	$_____	
41-99-248	FOOTBALL PRACTICE PANTS: 100% POLYESTER HEAVYWEIGHT. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL PPP OR APPROVED EQUAL.	PAIR	$_____	24	$_____	
41-99-249	FOOTBALL HEAVY DUTY SCRIMMAGE VEST: NYLON PORTHOLE MESH, ELASTIC WAIST, LARGE NECK AND ARM HOLES, SEWN W/O SHOULDER SEAMS, ONE SIZE FITS ALL. COLORS TO BE DETERMINED UPON BID AWARD. RIDDELL SVN OR APPROVED EQUAL	EACH	$_____	72	$_____	
41-99-253	FOOTBALL PRACTICE JERSEY. CUSTOM GEAR BRAND. NO SUBSTITUTES. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. NEW ITEM.	EACH	$_____	60	$_____	
41-99-256	FOOTBALL VARSITY GAME JERSEY: RIDDELL JERSEY#2 BASIC W/SIDE INSERT, MICRO MESH FABRIC. 7" SLEEVES. DESIGN, COLORS, SIZES AND NUMBERS TO BE DETERMINED UPON BID AWARD. RIDDEL JERSEY #2 BASIC. TO MATCH EXISTING STOCK. NO SUBSTITUTE. REVISED SPEC	EACH	$_____	6	$_____	
41-99-300	LACROSSE HUSTLE SHORTS: DRY-EXCEL FRESH MICRO-INTERLOCK POLYESTER KNIT WITH WICKING AND ODOR RESISTANT. DRAWSTRING WAIST. HOLLOWAY #229555. COLOR, LOGO/ARTWORK AND SIZES TO BE DETERMINED UPON BID AWARD. REVISED SPEC.	EACH	$_____	48	$_____	

IMPORTANT: Award(s) will be made for each item to the lowest responsive and responsible bidder for that item.

APPROVED EQUAL SPECS INCLUDING BRAND NAME, PRODUCT #, UNIT SIZE MUST BE INCLUDED OR CONTRACTOR MAY BE DEEMED NON-RESPONSIVE.

*If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) and/or sample is not provided at the time of the bid, the bidder may be deemed non responsive. The School Department has the right to make the final determination as to whether an alternate brand is equal to the brand specified.

Signature: _____ Date: _____

Name: _____ Title: _____

Company: _____ Telephone: _____ Fax: _____

Address: _____ City: _____State: _____Zip: _____

E-mail_____

END OF SECTION