



**THE ESCAMBIA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
75 NORTH PACE BOULEVARD
PENSACOLA, FL 32505**

INVITATION TO BID (ITB) & BIDDER'S ACKNOWLEDGEMENT

POSTING DATE:
February 23, 2012

PURCHASING CONTACT & TELEPHONE:
Bob Pacenta (850) 469-6204
Email: rpacenta@escambia.k12.fl.us

BID TITLE:
Sports Equipment

BID NUMBER:
122604

BID OPENING DATE & TIME:
March 13, 2012 @ 3:30 PM CST

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE AND TIME WILL NOT BE ACCEPTED.

The School District of Escambia County, Florida, solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this invitation are incorporated into your response. A Bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All Bids must be sealed and received in the School District's Purchasing Office at 75 North Pace Blvd., Pensacola, Florida, by the "Bid Opening Date & Time" referenced above. All envelopes containing sealed bids must reference the "Bid Title", "Bid Number" and the "Bid Opening Date & Time". The School District is not responsible for lost or late delivery of Bids by the U.S. Postal Services or other delivery services used by the Bidder. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME:

MAILING ADDRESS:

CITY, STATE, ZIP

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN):

TELEPHONE NUMBER: (EXT:) FACSIMILE NUMBER:

EMAIL:

HOW DID YOU FIND OUT ABOUT THIS BID? SCHOOL DISTRICT WEBSITE___ BIDNET___ DEMAND STAR___ PRIME VENDOR___
OTHER___ (PLEASE SPECIFY_____)

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: TYPED OR PRINTED NAME:

TITLE: DATE:

I. INTRODUCTION

The goal of this bid is to enter into an annual purchase agreement for specific items of groups of items. The agreement will consist of the commitment of the School District business in exchange for the delivery of quality products with firm prices in a timely manner. The effect of this arrangement is to speed up the delivery process of products to the schools or warehouse, and to establish stable prices and advance sources of supply.

II. GENERAL TERMS AND CONDITIONS

NOTE: The term "Bidder" as used within this Invitation To Bid (ITB) refers to the person, company or organization responding to this ITB. The Bidder is responsible for understanding and complying with the terms and conditions herein.

- A. **GENERAL:** Upon a Bid award, the terms and conditions of this Bid or any portion thereof, may upon mutual agreement of the parties be extended for an additional term(s) or for additional quantities (all original terms and conditions will remain in effect). Subject to the mutual consent of the parties, the pricing, terms and conditions of this Bid, for the products or services specified herein, may be extended to other municipal, city or county government agencies, school boards, community or junior colleges, or state universities within the State of Florida.
- B. **BID OPENING AND FORM:** Bid openings will be public on the date and time specified on the Bidder's Acknowledgement form. All Bids received after the time indicated will be rejected as non-responsive and retained by the District. Bids by Email, fax, telegram, or verbally by telephone or in person will not be accepted. The public opening will acknowledge receipt of the bids only, details concerning pricing or the offering will not be announced. All bids submitted shall become public record upon an announcement of a recommended award or thirty (30) days after the opening date whichever occurs first. To protect any confidential information contained in their Bid, companies must invoke the exemptions to disclosure provided by law in response to the ITB, and must identify the data and other material to be protected, and must state the reasons why such exclusion from public disclosure is necessary.
- C. **WARRANTY:** All goods and services furnished by the Bidder, relating to and pursuant to this Bid will be warranted to meet or exceed the Specifications contained herein. In the event of breach, the Bidder will take all necessary action, at Bidder's expense, to correct such breach in the most expeditious manner possible.
- D. **PRICING:** All pricing submitted will include all packaging, handling, shipping charges, and delivery to any point within Escambia County, Florida to a secure area or inside delivery. The School Board is exempt and does not pay Federal Excise and State of Florida Sales taxes.
- E. **TERMS OF PAYMENT / INVOICING:** The normal terms of payment will be Net 30 Days from receipt and acceptance of goods or services and Bidder's invoice. Itemized invoices, each bearing the Purchase Order Number must be mailed on the day of shipment. Invoicing subject to cash discounts will be mailed on the day that they are dated.
- F. **TRANSPORTATION AND TITLE:** (1) Title to the goods will pass to the School District upon receipt and acceptance at the destination indicated herein. Until acceptance, the Bidder retains the sole insurable interest in the goods. (2) The shipper will prepay all transportation charges. The School District will not accept collect freight charges. (3) No premium carriers will be used for the School District's account without prior written consent of the Director of Purchasing.
- G. **PACKING:** All shipments will include an itemized list of each package's content, and reference the School District's Purchase Order Number. No charges will be allowed for cartage or packing unless agreed upon by the School District prior to shipment.
- H. **INSPECTIONS AND TESTING:** The School District will have the right to expedite, inspect and test any of the goods or work covered by this Bid. All goods or services are subject to the School District's

inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Bidder's risk. Such inspection, or the waiver thereof, however, will not relieve the Bidder from full responsibility for furnishing goods or work conforming to the requirements of this Bid or the Bid Specifications, and will not prejudice any claim, right, or privilege the School District may have because of the use of defective or unsatisfactory goods or work.

- I. **STOP WORK ORDER:** The School District may at any time by written notice to the Bidder stop all or any part of the work for this Bid award. Upon receiving such notice, the Bidder will take all reasonable steps to minimize additional costs during the period of work stoppage. The School District may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the Bid terms and conditions.
- J. **INSURANCE AND INDEMNIFICATION:** The Bidder agrees to indemnify and save harmless the School District, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Bidder, its agents, employees, or representatives, or are arising from any Bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the School District. The Bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the School District. The Bidder will, at the request of the School District, supply certificates evidencing such coverage.
- K. **RISK OF LOSS:** The Bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the Bidder or held by the Bidder or its suppliers for the account of the School District, until such property has been delivered to the School District; (4) all risks of loss or damage to any of the goods or part thereof rejected by the School District, from the time of shipment thereof to Bidder until redelivery thereof to the School District.
- L. **LAWS AND REGULATIONS:** Bidders will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Bidders agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin.

All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida.

- M. **PUBLIC ENTITY CRIMES:** A Bidder, person, or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- N. **PATENTS AND COPYRIGHTS:** Bidders agree to indemnify and save harmless the School District, its officers, employees, agents, or representatives using the goods specified herein from any loss, damage or injury arising out of a claim or suit at law or equity for actual or alleged infringement of letters of patent or copy write by reason of the buying, selling or using the goods supplied under this bid, and will assume the defense of any and all suits and will pay all costs and expenses thereto.

- O. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112 Florida Statutes. All Bidders must disclose the name of any company owner, officer, director or agent who is an employee of the School District and/or is an employee of the School District and owns, directly or indirectly, an interest of five percent or more of the company.
- P. **TERMINATION: DEFAULT.** The School District may terminate all or any part of a subsequent award by giving notice of default to Bidder, if Bidder: (1) refuses or fails to deliver the goods or services within the time specified; (2) fails to comply with any of the provisions of this Bid or so fails to make progress as to endanger performances, hereunder, or; (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the School District's liability will be limited to the payment for goods and services delivered and accepted as of the date of termination. **CONVENIENCE.** The School District may terminate for its convenience at any time, in whole or in part any subsequent award. In which event of termination for convenience, the School District's sole obligations will be to reimburse Bidder for (1) those goods or services actually shipped/performed and accepted up to the date of termination, and (2) costs incurred by Bidder for unfinished goods, which are specifically manufactured for the School District and which are not standard products of the Bidder, as of the date of termination, and a reasonable profit thereon. In no event is the School District responsible for loss of anticipated profit nor will reimbursement exceed the Bid value.
- Q. **DRUG-FREE WORKPLACE:** Whenever two or more Bids are equal with respect to price, quality, and service, a Bid received from a business that certifies that it has implemented a drug-free workplace program as defined by Section 287.087 Florida State Statutes, will be given preference in the award process.
- R. **PERFORMANCE:** In an effort to reduce the cost of doing business with the School District, and unless indicated elsewhere, no bid or performance bond is required. However, upon award and subsequent default by Bidder, the School District reserves the right to pursue any or all of the following remedies: (1) to accept the next lowest available bid price or to purchase materials or services on the open market, and to charge the original awardees for the difference in cost via a deduction to any outstanding or future obligations; (2) the Bidder in default will be prohibited from activity for a period of time determined by the severity of the default, but not exceeding two years; (3) any other remedy available to the School District in tort or law.
- S. **AUDIT AND INSPECTION:** The District or its representative reserves the right to inspect and/or audit all the Bidder's documents and records as they pertain to the products and services delivered under this agreement. Such rights will be exercised with notice to the Bidder to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District's representative and may include but are not limited to all correspondence, ordering, payment, inspection and receiving records, and contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Bidder.
- T. **SAMPLES AND BRAND NAMES: BRAND NAMES.** Specifications referencing specific brand names and models are used to reflect the kind and type of quality in materials and workmanship, and the corresponding level of performance the School District expects to receive as a minimum. Bidders offering equivalents or superior products to the brand/model referenced will: (1) reference on the Bid in the space provided the manufacturer's name, brand name, model and/or part number; (2) next to the price Bidder will indicate "ALT" to reflect an alternate offering; (3) where no sample is provided with the bid, Bidders will enclose sufficient technical specification sheets and literature to enable the School District to reach a preliminary evaluation; (4) the School District may request and Bidder agrees to submit a sample or to provide its product on-trial or demonstration, whichever the School District may deem appropriate, at no charge to the District; (5) the School District reserves the right to determine the acceptability of any alternatives offered. **SAMPLES:** Any sample requested by this bid or to be provided at the Bidder's option, should be forwarded under separate cover to the attention of the

Purchasing Office of the School District. The package or envelope will reference the "Bid Number", "Bid Title", and "Bid Item Number" and clearly marked "Samples". All samples will be provided free of charge, including transportation charges. Bidders are responsible for notifying and making arrangements for pick up from the School District if a return of samples is expected. All samples of items not involved in any bid protest must be claimed no later than five (5) days after the award of the Bid by the School Board. All unclaimed samples will be disposed of at the discretion of the School District.

- U. **EVALUATION CRITERIA:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be: (1) administrative costs incurred by the School District in association with the discharge of any subsequent award; (2) alternative payment terms; (3) Bidder's past performance. The School District reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The School District has sole discretion in determining testing and evaluation methods. The School District may consider in conjunction to any award hereunder, those products, services and, prices available to them through contracts from state, federal, and local government agencies or other school districts within the State of Florida.
- V. **CLARIFICATIONS AND INTERPRETATIONS:** The School District reserves the right to allow for clarification of questionable entries, and for the Bidder to withdraw items with obvious mistakes. Any questions concerning terms, conditions or specifications will be directed to the designated Purchasing Agent referenced on the Bidder's Acknowledgement. Any ambiguities or inconsistencies shall be brought to the attention of the designated Purchasing Agent in writing at least seven workdays prior to the opening date of the Bid. Failure to do so, on the part of the bidder will constitute an acceptance by the bidder of consequent decision. An addendum to the ITB shall be issued and posted for those interpretations that may affect the eventual outcome of this bid. It is the bidder's responsibility to assure the receipt of all addendum issued. No person is authorized to give oral interpretations of, or make oral changes to the Bid. Therefore oral statements given before the bid opening date will not be binding. The School District will consider no interpretations binding unless provided for by issuance of an addendum. Addenda will be posted to the School District's Purchasing Website address at <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/> at least five workdays prior to the opening date. The bidder shall acknowledge receipt of all addenda by signing and enclosing said addenda with their bid.
- W. **BID TABULATIONS, RECOMMENDATIONS, AND PROTEST:** Bid tabulations with award recommendations are posted for 72 hours in the Purchasing Office and are also posted to the School District's Purchasing Website address at <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. Bid tabulations, recommendations or notices will not be automatically mailed.
- X. **CONTACT:** All questions for additional information regarding this bid **must be directed to the designated Purchasing Agent noted on page one.** Prospective bidders shall not contact any member of the Escambia County School Board, Superintendent, or staff regarding this bid prior to posting of the final tabulation and award recommendation on the website and in the Purchasing Office. Any such contact shall be cause for rejection of your bid.
- Y. **BID PREPARATION COSTS:** Neither the School District nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this bid.
- Z. **AGREEMENT FORM:** All subsequent agreements as a result of an award hereunder, shall incorporate all terms, conditions and specifications contained herein, and in response hereto, unless mutually amended in writing.

III. SPECIAL CONDITIONS

These "SPECIAL CONDITIONS" are in addition to or supplement Section II GENERAL TERMS AND CONDITIONS. In the event of a conflict these SPECIAL CONDITIONS shall have precedence.

- A. **BID QUANTITIES.** Quantities listed in the bid are estimates provided for Bidder information purposes only. No guarantee is given or implied as to the exact quantities that will be purchased from this bid. The District reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.
- B. **INVOICES.** All invoices, packing lists, and relevant documentation should reference the appropriate purchase order and the seven digit School District item identification number shown in the detail specifications.
- C. **TERM OF THE AGREEMENT.** All prices, terms, and conditions of the purchasing agreement will be in effect from May 1, 2012 through April 30, 2013, and upon School Board approval.
- D. **BACKGROUND SCREENING REQUIREMENTS.** Vendor will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that the vendor and all of its employees who provided services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the school in advance of the vendor providing any services on campus while students are present. The vendor will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to vendor and its employees. The vendor will follow the procedures for obtaining employee background screening as outlines on the Escambia County School District Website: <http://old.escambia.k12.fl.us/adminoff/finance/purchasing/>. Vendor will provide school a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. The parties agree that in the event that vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling school to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless school, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from vendor's failure to comply with the requirements of this paragraph or Sections 1012.32 and 1012.465, Florida Statutes.
- A. **BID DOCUMENTATION AND REQUIRED ENCLOSURES:** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions: This form (located on pages 19 and 20 of the bid document) must be signed and returned with the bid. **Failure to return this form will result in the bid not being accepted.** Also, the entire ITB document (pages 1-21) must be returned when bidding. Note the required signatures on page 1, pages 20, and page 21 must be an original signature – no fax or e-mail documents will be accepted.

IV. SPECIFICATIONS AND PRICE

See following pages.

**ANNUAL AGREEMENT FOR PHYSICAL EDUCATION SUPPLIES
 BID COMMODITY INDEX**

COMMODITY NUMBER SUB-COMMODITY	DESCRIPTION DESCRIPTION	PAGE
805000	SPORTING AND ATHLETIC GOOD	
805120	Athletic Apparel: Jerseys, Socks, T-Shirts	8
805170	Athletic Field Markers and Supplies	8-9
805210	Badminton Equipment	9
805220	Balls: Medicine, Play-Push, Etc	10-11
805300	Basketball Sporting Goods	11-12
805480	Football Supplies: Footballs, Pads, Etc	12
805510	Games: Croquet, Dart Boards, Horseshoes, Etc	13
805570	Gymnasium Apparatus and Equipment	14
805610	Net (Sports)	14
805660	Soccer Supplies	15
805780	Tennis Equipment	15
805840	Trainer's Supplies (Includes Officiating Equipment)	16
805900	Volleyballs	16-17
805990	Commodities Not Otherwise Classified	17
805810	Track and Field Athletic Goods	17-18

ITEM NO.	QTY.	UOM	ESCD	ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	------	-----------------------	------------	-------------

805000 SPORTING AND ATHLETIC GOODS

805120 ATHLETIC APPAREL: JERSEYS, SOCKS, T-SHIRTS

Pinnies, Colorfast, Canvas or Nylon with Elastic Waist Numbered Front and Back, 4" Numbers 1-12. Things from Bell, Martin P1 Champion CAPBK or an approved equal.

1. **60** ea **0105030** – High School. #4V1C4

Brand Name/Number

805170 ATHLETIC FIELD MARKERS AND SUPPLIES

2. **160** ea **0105015** – Boundary Cones, 18" High, Orange.
Poly Enterprises 18PM, Martin SC18, Champion TC 18,
or an approved equal.

Brand Name/Number

3. **100** bg **0105029 – Marble Dust, 50# Bag.** Pro Plus, US Specialty Coatings
or an approved equal.
**SAMPLE MUST BE PROVIDED FOR PRODUCT NOT
SPECIFIED ABOVE.**

Brand Name/Number

4. **175** cs **0105080** – Paint, Athletic Field White 12 cans/case.
Prime Stripe PN-20-644, Durastripe White or Krylon Line Up
PN-K08305 or an approved equal.
**SAMPLE MUST BE PROVIDED FOR PRODUCTS NOT
SPECIFIED ABOVE.**

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD	ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	------	-----------------------	------------	-------------

805170 ATHLETIC FIELD MARKERS AND SUPPLIES (con't)

5. **75** sets **0105092** – Bases, Indoor/Outdoor – Thrown down. Consists of home plate, three (3) bases, washable and flexible. BSN #BBBASEOR/TNW01-1010 (MacGregor throw down bases), Champion 98, or an approved equal.

Brand Name/Number

805210 BADMINTON EQUIPMENT

6. **20** can **0105004** – Badminton Shuttlecock, Plastic Feathers, Rubber Tip, 6/can. Champion #SHP-10, Martin #SC1006, BSN #MSBIRDPL (MacGregor Economy), CSI #0242, S & S W5212, or an approved equal.

Brand Name/Number

7. **25** ea **0105006** – Badminton Racket, Braided Nylon String, Aluminum Head with Tempered Chrome Steel Shaft, Leather Grip. Sportcraft #00170, BSN #MSRQ110 (MacGregor Tournament 110), Martin #B310, or an approved equal.

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD	ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	------	-----------------------	------------	-------------

805220 BALLS: MEDICINE, PLAY-PUSH, ETC.

For Items 8-11: Playground Balls, red, 2-ply laminated rubber, stippled finish. Mikasa, Baden PG, Voit #VPG, or an approved equal.

8.	100	ea		0105032 – 7", MIKASA P-700, VOIT VPG7HXXX, Baden PG7		
				_____	_____	_____
				Brand Name/Number		
9.	200	ea		0105033 – 8-1/2", MIKASA P-850, VOIT VPG85HXX, Baden PG85		
				_____	_____	_____
				Brand Name/Number		
10.	240	ea		0105034 – 10", MIKASA P-1000, VOIT VPG10HXX, Baden PG10		
				_____	_____	_____
				Brand Name/Number		
11.	100	ea		0105035 – 13", MIKASA P-1300, VOIT VPG13HXX, Baden PG13		
				_____	_____	_____
				Brand Name/Number		
12.	90	ea		0105073 – Foam Ball, Vinyl Coated, Yellow, 7" Urethane Prod. #5707VC, Sport Foam #607, CSI #21040, Johnson Bros. S & S W4911003, BSN US-Games 607XXXXXY, or an approved equal.		
				_____	_____	_____
				Brand Name/Number		
13.	75	ea		0105074 – Foam Ball, Hi-Bounce, 4". S & S #W2343, Sponge Ball, or an approved equal		
				_____	_____	_____
				Brand Name/Number		

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	----------------------------	------------	-------------

805220 BALLS: MEDICINE, PLAY-PUSH, ETC. (con't)

14. **150** ea **0105075** – Foam Ball, Regular, Uncoated, 4" Urethane Prod. #5704F, Champion #RD-4, Martin #FBY4, MSFOAM 4X School Specialty #394529, or an approved equal.

Brand Name/Number

For items 15 – 16: Football, Foam, Vinyl Coated, Jr. Size and Official Size, **Yellow Urethane Prod. #5200 JRY, #5200Y** BSN #5200XXXX and 3168 XXXX, S&S Gatorskin W4796 & W7481, Poof #Mspuff TB, or an approved equal.

15. **50** ea **0105077** – Foam Football, Jr. Size (8")

Brand Name/Number

16. **20** ea **0105078** – Foam Football, Official Size

Brand Name/Number

805300 BASKETBALL SPORTING GOODS

17. **40** ea **0105007** – Ball Carriers, Nylon, All Purpose. Holds eight (8) basketballs or combination of balls. Champion #BC10, #CMG#N1, Carron #73500, BSN #SNBC1XXX, or an approved equal.

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	----------------------------	------------	-------------

805300 BASKETBALL SPORTING GOODS (con't)

For items 18 – 20: Basketballs, rubber covered, Mikasa, Voit, Molten, Baden or an approved equal.

18.	50	ea	0105008 – Men’s, Official size, 29.5” Indoor/Outdoor. VOIT VCB-2HXXX, B-125, Mikasa BX1000.		
			_____	_____	_____
			Brand Name/Number		
19.	175	ea	0105009 – Women’s, Intermediate Size, 28.5” Indoor/Outdoor. #1010. VOIT VCB-8HXXX, Motten B6R, B-115, Mikasa BX1010.		
			_____	_____	_____
			Brand Name/Number		
20.	150	ea	0105010 – Men’s, Regulation Size, 29.5” Game Ball, Indoor/Outdoor #B1500. Mikasa BX1000 (Premium), VOIT VXB20HXX, Baden BX260.		
			_____	_____	_____
			Brand Name/Number		

805480 FOOTBALL SUPPLIES: FOOTBALLS, PADS, ETC.

For items 21 – 23: Footballs, Rubber Covered. Mikasa, Voit, Molten, Baden, or an approved equal.

21.	100	ea	0105020 – Intermediate Size MIKASA #F5507, VOIT CF-7S, Molten AFIR, Baden F8R-00 or approved equal.		
			_____	_____	_____
			Brand Name/Number		
22.	50	ea	0105021 – Senior size/reg. Mikasa #F5000, VOIT CF-9S, (KYXM09-0710) Baden F300, Molten AFR.		
			_____	_____	_____
			Brand Name/Number		

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
23.	40	ea	0105022 – Better Grade, Playground/PE, Official Size. Voit VXF95XXX, Mikasa F5500, Baden F300, Martin F101 or approved equal.		
			_____ Brand Name/Number	_____	_____
<hr/>					
805510	GAMES: CROQUET, DART BOARDS, HORSESHOES, ETC.				
<hr/>					
24.	200	ea	0105113 – Frisbee, 9-1/2" Disc, 120 Grams. BSN MSDIS120 (Huffy), Champion FD125, Game Craft GC-120, SSG #KYTC19-0310, or an approved equal.		
			_____ Brand Name/Number	_____	_____
25.	400	ea	0105014 – Bean Bags, Tough Cloth Cover 5" x 5", Not a Vegetable Fill. BSN #1026, Champion #MBB-5, Martin #BB55 or an approved equal.		
			_____ Brand Name/Number	_____	_____
26.	50	dz	0105053 – Table Tennis Balls, Two Pieced, 12/BOX . Sportscraft Halex #1 #19210, Regent #50005, Champion #PN102, BSN GMCRAFT NA8106B6 or an approved equal. <u>NOTE: THE PURCHASED UNIT OF MEASURE IS BY DOZEN.</u>		
			_____ Brand Name/Number	_____	_____
27.	60	ea	0105056 – Table Tennis Paddles, Sandpaper Faced, 3-Ply Straight Handles. Sportscraft #19108, United ATH TT1740, BSN #NAS1, (Game Craft) Champion #PN-2, SSG #KYSH08-0510, or an approved equal.		
			_____ Brand Name/Number	_____	_____

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
28.	20	pk	0105067 – Flags, Football, Vinyl Coated, six (6) per pack, for use with item 0105069 . BSN #MSFLAGS, (Huffy) RPK & YPK. <u>ONLY NO SUBSTITUTES.</u>	_____	_____
29.	200	sets	0105069 – Football Flag Sets, containing one (1) heavy duty cotton web or canvas belts, and two (2) vinyl coated nylon flags, attached by velcro, adjustable plastic belt riders with velcro attached on both sides for adjustable belts. Red and yellow. BSN MSFB (Huffy) <u>ONLY NO SUBSTITUTES.</u>	_____	_____

805570 GYMNASIUM APPARATUS AND EQUIPMENT

30.	150	ft	0105028 – Jump Rope 3/8" #12 , (100' per pack), solid white braided nylon rope, or red/white braided nylon rope, Samson Supreme MFP #02102401060, Johnson Bros. #G-1241, or approved equal. _____ Brand Name/Number	_____	_____
31.	375	ea	0105071 – Jump Rope, Flexible, Colored, (Red/White/Blue) 5/16" x 9' long – polyethylene segments with plastic Handle. Champion #PR-9, BSN MSROPE9X (Huffy), SSG #KY1005629, or an approved equal. _____ Brand Name/Number	_____	_____
32.	200	ea	0105072 – Jump Rope Flexible, Colored, (Green/White) 5/16" x 16' long – polyethylene segments with plastic handle. Champion #PR-16, SSG #KY829405, BSN #MSROPE 16 (HUFFY), or an approved equal. _____ Brand Name/Number	_____	_____

ITEM NO.	QTY.	UOM	ECSD	ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	------	-----------------------	------------	-------------

805610 NET (SPORTS)

33. **55** pr **0105011** – Basketball Goal Nets, white nylon. MacGregor #617, BSN #SNBBN90x (MacGregor), Champion #400, Carron #10207, or an approved equal.

NOTE: THE PURCHASED UNIT OF MEASURE IS BY PAIR.

Brand Name/Number

805660 SOCCER SUPPLIES

34. **60** ea **0105037** – Soccer Balls, regulation, rubber covered 32 panel black and white, size #5. Mikasa #S-3000, Baden #S-310, Voit #VCS33XXX, or an approved equal.

Brand Name/Number

35. **50** ea **0105094** – Soccer Balls, highgrade synthetic leather hand stitched, 100% two-ply butyl bladder. Umbro-Thor Size #5 (4350UMBRO), MacGregor "Gameball" MCS 3000 5, SSG #KY930917, or an approved equal.

Brand Name/Number

805780 TENNIS EQUIPMENT

36. **60** ea **0105057** – Tennis Rackets, high tempered aluminum frame, nylon throat, nylon eyelets, grip size (4 3/8). Wilson Pro Star #T2852, MacGregor #MTMRAQ38, or an approved equal.

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD	ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	------	-----------------------	------------	-------------

37.	175	cn		0105070 – Tennis Balls, Nylon Dacron Treated, High Visibility Wool Cover, Optic Yellow, for use on Clay or Composition Court, 3 balls/can. Wilson #WRT1001, Penn Pro or an approved equal.		
-----	-----	----	--	---	--	--

Brand Name/Number

805810 TRACK AND FIELD ATHLETIC GOODS

38.	30	ea		0105013 – Baton, Track, Light Weight Aluminum with Safety Round Ends, Assorted Colors. Bill #7621, BSN #AALBAT (Portapit), Blazer #1000, Champion #RBBL, CSI (5865-5869), or an approved equal.		
-----	----	----	--	--	--	--

Brand Name/Number

39.	25	ea		0105083 – Spike, Track. 100/bxs. Pyramid ¼", Blazer #7149; BSN AASPKP14 (Portapit), Athletics Specialists TSP-14 or an approved equal.		
-----	----	----	--	---	--	--

Brand Name/Number

805840 TRAINER'S SUPPLIES (INCLUDES OFFICIATING EQUIP.)

40.	50	ea		0105052 – Timer/Stop Watches, dual display, cum/lap split with countdown. ACCUSPLIT AX725PRO Timer Item #MSSTP725 or an approved equal.		
-----	----	----	--	--	--	--

Brand Name/Number

41.	120	ea		0105063 – Whistles, referee, metal, large, nickel plated. Sportscraft #12600, Martin #M-1, Shield #600 BSN #MSWHISTL (MacGregor), or an approved equal.		
-----	-----	----	--	--	--	--

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	----------------------------	------------	-------------

40.	40	ea	0105064 – Whistle Covers, rubber to fit metal whistles. Acme “Thunderer” whistle #60-1/2, Sportscraft #12660, Champion WM, Safeplay #680, BSN MacGregor #MSWHISCO, Martin WG20 Shield #680, or an approved equal.		
-----	----	----	--	--	--

Brand Name/Number

41.	800	ea	0105065 – Lanyard, whistle, elastic swivel hook, assorted colors. Sportscraft #12677, BSN MacGregor #MSLNYDS, Champion #125, Adams #670 or an approved equal. <u>NOTE: A SAMPLE MUST BE PROVIDED FOR AN ALTERNATE PRODUCT BID.</u>		
-----	-----	----	---	--	--

Brand Name/Number

805900 VOLLEYBALLS

42.	50	ea	0105060 – Volleyballs, regulation, rubber covered. Mikasa #V-2000, Baden #V200, Voit #VV5HXXXX, or an approved equal.		
-----	----	----	--	--	--

Brand Name/Number

43.	20	ea	0105101 – Volleyballs, official, regulation varsity grade. Tachikara #SV5WSC, color blue & white. <u>NO SUBSTITUTES.</u>		
-----	----	----	--	--	--

44.	60	ea	0105102 – Volleyballs, starter 1- soft synthetic stitched leather, 100% butyl bladder, two-ply double laminated construction, replaceable valve, color: optic yellow or lime. Mikasa #VT-1 or an approved equal.		
-----	----	----	---	--	--

Brand Name/Number

ITEM NO.	QTY.	UOM	ECSD ITEM ID & DESCRIPTION	UNIT PRICE	TOTAL PRICE
----------	------	-----	----------------------------	------------	-------------

805990 COMMODITIES NOT OTHERWISE CLASSIFIED

45. **35** ea **0105027** – Inflator Hand Pump, heavy duty, 12”, metal with needle.
 BSN #MSHNINFS (Game Craft) or an approved equal.

Brand Name/Number

Lead time to provide bid items awarded this company will be on or before

_____.

Please state discount credit for prompt payment, if any, in the space provided below:

Term: _____

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions,” without modification of all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ED 80-00014, 9/90 (Replaces GCS-009 (REV. 12/88), which is obsolete)

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature _____