

**POTTSGROVE SCHOOL DISTRICT  
1301 KAUFFMAN ROAD  
POTTSTOWN, PENNSYLVANIA 19464-2398**

**BID INSTRUCTIONS**

**BID NO.:** 12-014, Winter/Spring Athletic Equipment and Supplies  
**BID DUE:** Tuesday, November 29, 2011, at 2:00 p.m.

**INVITATION TO BIDDER:**

The Board of School Directors of Pottsgrove School District, Pottstown, Pennsylvania, will receive sealed bids for Winter/Spring Athletic Equipment and Supplies. All bids must be received on or before Tuesday, November 29, 2011, at 2:00 p.m.

Bids will be publicly opened on Tuesday, November 29, 2011, at 2:00 p.m. in the Board Room, Pottsgrove District Office, 1301 Kauffman Road, Pottstown, PA 19464-2398.

**INSTRUCTIONS TO BIDDERS:**

Competency and responsibility of the bidder, including ability to complete the Contract within the time specified, will be considered in making the award. The School District reserves the right to reject any and all bids; to accept or reject any item or groups of items; to decrease the number of units purchased for each item by 10%, with no increase to the unit price bid; and, to waive technicalities or informalities for its best interest. Proposals may be rejected if they show any omissions, alterations of form, additions or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind. All prices submitted in the bid may not be altered or changed and the School District shall have up to 90 days from the bid opening to award a Contract at the prices submitted in the bid.

Brand or product names, numbers, etc., used in these specifications are to present a minimum standard of quality acceptable to the School District. Every bid must be equal to the item specified or an "approved equal." Alternate bids must be accompanied with complete descriptive literature.

It is not required that vendors bid on all items.

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**BONDS - BID:**

For all bids of \$10,000.00 or more, each proposal must be accompanied by a certified check, bank cashier's check, bank treasurer's check, Bid Bond, or Irrevocable Letter of Credit equal to 10% of the total bid price, which shall be retained by the School District in case the successful bidder defaults in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified.

**DELIVERY:**

All bids are to be submitted on the basis of delivery being made to the applicable school as listed in the specifications and on the purchase order. **Equipment and Supplies shall be delivered within 90 days from the receipt of the purchase order.**

**QUESTIONS:**

Please direct all questions regarding the specific items on the bid to Mr. Gary Derenzo, Director of Student Activities/Athletics, at the Pottsgrove High School, 1345 Kauffman Road, Pottstown, Pennsylvania 19464, (610) 326-5105.

**Please provide current catalogs where available.**

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**BID CONDITIONS**

1. Bids will be received on the date and at the time called for in the Bid Instructions, at the offices of the Business Administrator, District Office, Pottsgrove School District, 1301 Kauffman Road, Pottstown, PA 19464-2398.
2. All bids shall be submitted in sealed envelopes marked as follows:

FROM: (Name of Bidder)  
(Address of Bidder)

Mr. David L. Nester, CPA, PRSBA  
Business Administrator  
Pottsgrove School District  
1301 Kauffman Road  
Pottstown, PA 19464-2398

A Copy of the Excel Bid Document from the Bid also must be emailed to:  
BIDS@PGSD.ORG

**SEALED PROPOSAL**

FOR: Winter/Spring Athletic Equipment and Supplies  
BID #: 12-014  
DATE: Tuesday, November 29th, 2011, at 2:00 p.m.

3. Bids must be typewritten or written with ink and must be signed by the bidder on the enclosed form. When filling out the Excel Bid Document, please do not add any information in the Unit Amount, other than the amount you are bidding. Please do not add or delete columns. Please do not hand write the Excel Bid Sheet.
4. Changes, alterations, or interlineations in the Bid are not permitted. Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the bidder intends to furnish an alternate which he considers equal thereto, the bidder must indicate the exact manufacturer's name, model and number and other pertinent data, and also supply complete descriptive literature.
5. The singular as used herein, shall include the plural: the masculine shall include the feminine and neuter "articles" as used herein shall include supplies, materials and equipment and all incidental work and labor if the same is contemplated in these

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specifications. Where the term "the owner" is used, it shall be taken to mean the Board of School Directors of the Pottsgrove School District or its authorized representative. The term "furnish" shall mean to furnish at the destination herein called for.

**6. BID FIGURES**

- (A) Bids shall show both unit and total prices. Should figures be irreconcilable, the lowest price to the owner shall govern and awards will be made on this basis. It is mutually understood and agreed by and between the owner and the bidder that the owner may make its award for one or for more than one of the articles set forth in these specifications.
- (B) Bid figures shall include permit fees, inspection fees, and all charges including delivery into the destination called for at the time of submission of bid. They shall also include all discounts other than the cash discount. The owner will furnish tax exemption certificates in cases where federal taxes and state taxes would otherwise be collectible.

**7. STANDARD OF QUALITY**

Where a specific item or material is identified by a manufacturer's name or catalog number, it is given to establish a standard of quality and of cost for bid purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe a material or product as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality will not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal," they shall be subject to equals only as approved by the owner or their appointed agents.

Where a size of an item is indicated, such sizes are approximate unless the item is required to fit into a specific space, this will be so indicated in the specifications.

**8. SAMPLES**

If samples are requested in the specifications, they must be submitted on or before the time of the bid, and are to be delivered to the Pottsgrove District Office, 1301 Kauffman Road, Pottstown, PA 19464-2398, in order to ensure consideration of said items. These samples shall be plainly marked with the name of the product as well as that of the bidder. After the awards are made, all samples will be returned to unsuccessful bidders where called for. In the case of successful bidders, those samples will be retained until final delivery of these items is made.

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9. DELIVERY

Delivery shall be made at the destination called for within the time indicated on the bid, unless otherwise specified or agreed to by both the buyer and seller. All deliveries shall be made between the hours of 8:00 a.m. and 4:00 p.m., Monday to Friday, inclusive. No Saturday deliveries will be accepted.

- (A) The bidder agrees if awarded the contract, to furnish and deliver said articles at such times, at such places, and in such quantities as herein specified, and that all of the articles shall be subject to the inspection and approval of the said owner. In the event that any of the said articles shall be rejected as unsuitable or not in conformity with these specifications, such articles shall at once be removed and other articles of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
- (B) In the event that the successful bidder shall neglect or refuse to furnish and deliver said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, then in such an event, the owner is authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by the owner.
- (C) The bidder agrees that if the contract is awarded to him, he will not assign, transfer, or sublet it, unless specific permission to do so is granted in writing by the owner.
- (D) The bidder agrees that if the contract is awarded to him, he will not assign in whole or in part any rights or privileges which may accrue to him under the terms of the contract of any money which may become due to him thereunder.
- (E) All furniture is to be delivered into the designated site in assembled form. If it is necessary to ship in a knock down form, the bidder must assemble at the designated site.
- (F) Where shipments are made to the nearest railroad freight station, it is the responsibility of the bidder to make arrangements for pick-up and delivery to the site of the school.

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- (G) The bidder is instructed to contact the designated receiving site before making shipment, in the event that the building is under construction it might be necessary to postpone receiving shipments until a later date, or delivery to an alternate location within the School District boundaries.
- (H) It is the responsibility of the successful bidder to remove all packaging materials from the indicated locations. All equipment will be assembled and tested where necessary at the specified location. All expenses in this will be borne entirely by the bidder.

10. BIDDER'S NOTE

Failure to comply with the foregoing instructions may result in rejection of the entire bid.

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**BID FORM**

**BID NO.:** 12-014, Winter/Spring Athletic Equipment and Supplies

**BIDS DUE:** Tuesday, November 29, 2011, at 2:00 p.m.

**TO:** POTTSGROVE SCHOOL DISTRICT

This proposal is subject to all terms of the specifications. Having carefully examined the instructions to bidders, the specifications and contract requirements, the undersigned herein agrees to furnish all materials, perform all labor, and do all else necessary to complete the contract for the supplies named.

The undersigned understands and agrees that the Pottsgrove School District has the right to make any decision which serves the best interests of the School District.

Accompanying this Proposal is a certified check, bank cashier's check, bank treasurer's check, Bid Bond, or Irrevocable Letter of Credit required by the Bid Instructions, which is deposited as a Proposal guarantee, and is to be retained by you and applied as provided in the Bid Instructions, in case the undersigned shall default in executing the Contract or in furnishing the required Bonds and insurance certificates within the time specified.

The undersigned hereby certifies that: this Proposal is genuine and not sham or collusive or made in the interest of or in behalf of any person, firm or corporation not herein named; and, that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding; and, that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other bidder.

DATE \_\_\_\_\_

BIDDER'S NAME AND ADDRESS:

BIDDER'S PHONE AND FAX:

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( ) \_\_\_\_\_

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The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for ninety (90) days after the date set for bid opening.

Signature of Individual

\_\_\_\_\_

Printed Name of Individual Above

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Title of Individual Whose Signature Is Above

\_\_\_\_\_

Doing Business As

\_\_\_\_\_

Date

\_\_\_\_\_