

REQUEST FOR BID
 BID # 12-01
Athletic Supplies, Equipment and Services
Issued by:
Worcester State University
486 Chandler Street
Worcester, MA 01602

DATE	ACTION
June 22, 2011	BID Posted on Comm-pass
June 28, 2011 @ 2:00 PM	Questions due in by
July 1, 2011 @ 4:00 PM	Responses Posted
July 8, 2011 @ 2:00 PM	Bid Responses Due (Administration Building, Room 330)
July 15, 2011	Award to bidder(s)

Contract will be awarded to winning bidder(s) for two years beginning July 15, 2011 through June 30, 2013. The University, at its sole discretion, may exercise up to two (2) one-year options to renew.

The dates stated are estimated time frames supplied as a courtesy to the bidders only. These dates may change and are not binding. All dates and times for written questions and response submissions are binding. Responses not in compliance with the Response submission date will be deemed non-responsive.

All questions to be forwarded in writing to:
 Nicole LeBlanc at Nicole.LeBlanc@worchester.edu

If, at the time of the scheduled bid opening, Worcester State University, is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed until 2:00 P.M. on the next normal business day. Bids will be accepted until that date and time.

The Bids must be submitted on the forms supplied by the University for receipt NO LATER THAN July 8, 2011 at 2 P.M. at which time they will be publicly opened and read. Mail or deliver bids SEALED AND NOTING BID # 12-01 TO THE PURCHASING OFFICE AT THE ABOVE ADDRESS. **No faxed or e-mail responses will be accepted.**

Evaluation of responses will include price, reliability of the company to sell and deliver the product and the quality of the product. The University reserves the right to award the contract to multiple vendors if that is deemed to be in the best interest of the University. The items listed in Appendix A are only a small samplings of the University's actual needs. The contract will include all athletic supplies, equipment and services for the University.

Bid Proposal Sheet
Athletic Supplies, Equipment and Services

Worcester State University reserves the right to reject any or all bids. Full award is contingent upon availability of funding. All prices must be submitted on a net basis. Bids must show net unit price.

Description of the Procurement: Worcester State University is soliciting quotes/bids for Athletic Supplies, Equipment and Services. All equipment and clothing must be NCAA approved. Style names are noted for description reference only. Differences in the quoted items and the referenced items should be noted in the response.

Pricing structure should be either a percentage over cost or a percentage off list. A sampling of required items is found in Appendix A. Please indicate the net price based on your calculation method. This sampling will determine the winning bidder(s).

Firm Name

Street Address

Name (printed)

City, State, and Zip

Signature

Telephone Number

Fax Number

E-Mail Address

Bid must be signed in ink.

Bidder's Instructions

All Bidders must submit Appendix A and [Request for Taxpayer Identification Number and Certification \(W-9\)](#) , [Commonwealth Standard Contract](#) , [Commonwealth Terms & Conditions](#) with their response, failure to do so may disqualify the Bidder's Response.

No responses will be accepted after the due date and time. Any changes, addendums or amendments to this Bid including submission date and/or time will be published on the Comm-Pass system.

BID - REQUIRED SPECIFICATIONS

BID General Information

- A. Bidder Communication: Bidders are prohibited from communicating directly with any employee of the Procuring Department except as specified in this bid, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this bid. Bidders may contact the Contact Person for this bid in the event this bid is incomplete or the Bidder is having trouble obtaining any required attachments electronically through Comm-PASS. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of bid information in an alternative format, must communicate such requests in writing to the Contact Person, who has the right to reject unreasonable request.
- B. Brand Name or Equal: Unless otherwise specified in this bid, any reference to a particular trademark, trade name, patent, design type, specification, producer or supplier is not intended to restrict this bid to any manufacturer or proprietor or to constitute an endorsement of any good or service, and the Department may consider clearly identified offers of substantially equivalent goods and services in response to such reference. WSU reserves the right to reject any Brand name that it deems unacceptable.
- C. Public Records: All responses and information submitted in response to this bid are subject to the Massachusetts Public Records Law, M.G.L., Chapter 66, Section 10, and to Chapter 4, Section 7, Subsection 26. Any statements in responses inconsistent with these statutes shall be disregarded.
- D. The Commonwealth makes no guarantee that any Commodities or Services will be purchased from any Contract resulting from the bid. Any estimates or past procurement volumes referenced in this bid are included only for the convenience of Bidders, and are not to be relied upon as any indication of future purchase levels.
- E. The goal of this bid is to provide the best value of Commodities and Services to achieve the procurement goals of the Department. Bidders that propose discounts, uncharged Commodities and Services or other benefits in addition to the bid specifications may receive a preference.

GENERAL SPECIFICATIONS

1. All invoicing for goods and services must be in arrears and directed to the following address:
Worcester State University
Accounts Payable
486 Chandler Street
Worcester, MA 01602

All invoices must contain a valid WSU purchase order number. Payment terms must not be any shorter than net 45 days unless a prompt pay discount is offered. The University will not accept any late payment charges or penalties.

2. Proprietary names are quoted for information, not to limit competition. If bid is based on similar products, be sure to give full information in the bid or in a letter attached. WSU reserves the right to reject any Brand name that it deems unacceptable.
3. All bid prices shall remain firm for at least sixty (60) days after the bid closing date and throughout the term of the contract.
4. If the Vendor takes exception to any of the terms or conditions listed in the specifications, it must be noted in the bid.
5. The contract will be awarded to the vendor or vendors who offer the best combination of price, capability, and varied service options, supplies and equipment as determined by the University. The University reserves the right to reject any or all bids, wholly or in part and to make the award in a manner deemed to be in the best interests of the Commonwealth of Massachusetts and the University.
6. The Vendor shall provide all operating, service, and parts manuals.
7. The Vendor agrees that if the contract/award is made for \$5,000 or more, he/she will sign a certificate and abide by the provisions of the anti-boycott covenant as required by executive order #130. Copies of such statement can be obtained in the University Business Office.
8. Every contract or agreement for the purchase of services or materials of any kind will include the following provisions: "The Governor or his designee, the Secretary of Administration and Finance, and the State Auditor or his designee shall have the right at reasonable times upon reasonable notice to examine the books, records and other compilations of data which pertain to the performance of provisions and requirements of this contract or agreement."
9. The Vendor is responsible for all freight and/or transportation costs involved in the award and must bear the cost of any insurance necessary to cover the goods until the University accepts and takes possession of the goods.
10. Proposals should be made on the forms supplied by the University. Should the bidder find discrepancies in or omissions from the specifications, or shall be in doubt as to their meaning, he/she shall at once notify the University in writing. The University will not be responsible for any oral instructions. In turn, if the University desires, it will notify the other Vendors in writing. The University is not responsible for typographical errors in this document. Any bulletins and/or addenda issued during the time of bidding are to be covered in the proposal and closing the contract thereof.
11. All awards will be based upon the availability of funds.
12. If the bidder takes exception to any of the terms or conditions listed in the specifications, it must be so noted in his/her bid.
13. The University reserves the right to reject any bid proposal that is not in full compliance with the contract specifications; reject any or all bids wholly or in part; to waive technicalities or minor deviations; to make awards in a manner deemed in the best interest of the University; and to correct any award or specification erroneously made as a result of a clerical error on the part of the University.
14. The contract as described in the specifications shall be governed by the Laws of the Commonwealth of Massachusetts and will constitute the entire agreement between parties. The contract specifications may not be varied unless specifically done in writing, signed by both parties.

15. The Vendor shall include in the proposal and fully state the maximum warranty available and quoted price, if applicable.

16. Worcester State University does not discriminate on the basis of race, color, national origin, sex, sexual orientation, age or handicap in admission or access to or treatment or employment in its programs and activities.

The Vendor must comply with the terms of the University's policies on sexual harassment issues while carrying out their activities on University property. Copies of the University's harassment policies may be obtained in the University Personnel Office.

Non-discrimination in Employment and Affirmative Action: The Vendor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, sexual orientation, religion, veteran status or disability. The Vendor shall be in performance of this contract's affirmative action to employ minority and female subcontractors, vendors and suppliers. The Vendor agrees to comply with all applicable federal and state statutes, rules and regulations prohibiting discrimination in employment, including Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Massachusetts General Laws, Chapter 151B and all applicable administrative orders and executive orders.

The University reserves the right to disqualify as a Vendor any person or entity that fails to adhere to the prohibitions against discrimination in employment that are contained in this section.