

BID NUMBER PA-02510

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**

**SPORTS EQUIPMENT**

CONTRACT NO.

31677

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**5. DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: CORONA CA ON THE 23RD DAY OF MARCH, 20 10.  
CITY STATE MONTH

COMPANY NAME: SPORT SUPPLY GROUP DBA BSN SPORTS TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1180-A CALIFORNIA AVE. CITY: CORONA STATE: CA ZIP: 92881

PHONE: 800 423 4695 FAX: 800 921 2515

S/ [Signature] (SIGNATURE) BID MANAGER / ASS. SECRETARY (TITLE)

RUBEN L. AGUSTIN (PRINT NAME) ragustin@sportsupplygroup.com (EMAIL ADDRESS)

S/ \_\_\_\_\_ (SIGNATURE) \_\_\_\_\_ (TITLE)

\_\_\_\_\_ (PRINT NAME) \_\_\_\_\_ (EMAIL ADDRESS)

**ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.  
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.  
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.**

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH  
BY [Signature] 7.9.10  
Director of Financial Management Date

APPROVED AS TO FORM 7-7, 2010.  
ROBERT E. SHANNON  
CITY ATTORNEY  
[Signature]  
Deputy

**BID NUMBER PA-02510**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:**

Legal Form of Bidder:

- Corporation  State of DELAWARE
- Partnership  State of \_\_\_\_\_
  - General  Limited
- Joint Venture
- Individual  DBA \_\_\_\_\_
- Limited Liability Company  State of \_\_\_\_\_

Composition of Ownership (more than 51% of ownership of the organization):

**OPTIONAL**

Ethnic (Check one):

- Black  Asian  Other Non-white
- Hispanic  American Indian  Caucasian

Non-ethnic Factors of Ownership (check all that apply):

- Male  Yes - Physically Challenged  Under 65
- Female  No - Physically Challenged  Over 65

Is the firm certified as a Disadvantaged Business:  Yes  No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

- Yes  No

Name of certifying agency: \_\_\_\_\_

**INSTRUCTIONS CONCERNING SIGNATURES**

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

**NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.**

**INDIVIDUAL (Doing Business As)**

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

**PARTNERSHIP**

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

**CORPORATION**

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

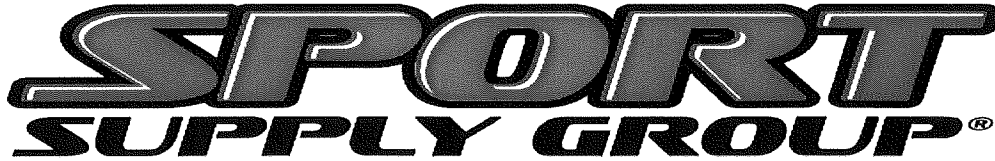
**OR**

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

**LIMITED LIABILITY COMPANY**

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

**THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.**



Secretary's Certificate of Directors' Resolutions

I, Mark Harpin, do hereby certify that I am a Vice President of SPORT SUPPLY GROUP, INC., a Delaware corporation (the "Company") and that, as such, I am authorized to execute this certificate on behalf of the Company and do further certify that:

The following resolution was adopted by the Company's Board of Directors on June 22, 2009.

RESOLVED, that the following individuals are hereby elected to the offices of the Company set opposite their respective names, to serve until the next annual election of officers of the Company or until their respective successors are duly elected and qualified:

<u>Name</u>	<u>Office</u>
Adam Blumenfeld	Chief Executive Officer and Chairman of the Board
Terrence M. Babilla	President, Chief Operating Officer, General Counsel and Secretary
John E. Pitts	Senior Vice President-Finance
Kurt Hagen	Executive Vice President, Sales & Marketing
Tevis Martin	Executive Vice President, U. S. Operations
John Bals	Vice President-Sales
Arthur J. Coerver	Vice President-Product Development
Harvey Rothenberg	Vice President-Marketing
Mark Harpin	Vice President
Ruben Agustin	Assistant Secretary
Chris Bloomfield	Assistant Secretary
Adam Rhein	Assistant Secretary

IN WITNESS WHEREOF, I have hereunto set my hand this 23rd day of March 2010.

  
Mark Harpin, Vice President

# Sport Supply Group, Inc. EEOC Report Entire Company

03/04/2010 10:40:07 am

## EEO Occupation Code: First/Mid-Level Officials and Managers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	66	14	21.2	52	78.8	0	0.0	66	100.0
Asian	1	0	0.0	1	100.0	1	100.0	0	0.0
American Indian or Alaska	2	1	50.0	1	50.0	2	100.0	0	0.0
Two or more races	2	2	100.0	0	0.0	2	100.0	0	0.0
Hispanic or Latino	3	0	0.0	3	100.0	3	100.0	0	0.0
Black or African American	3	1	33.3	2	66.7	3	100.0	0	0.0
<b>Totals:</b>	<b>77</b>	<b>18</b>	<b>23.4</b>	<b>59</b>	<b>76.6</b>	<b>11</b>	<b>14.3</b>	<b>66</b>	<b>85.7</b>

## EEO Occupation Code: Professionals

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	34	16	47.1	18	52.9	0	0.0	34	100.0
American Indian or Alaska	1	0	0.0	1	100.0	1	100.0	0	0.0
Two or more races	1	0	0.0	1	100.0	1	100.0	0	0.0
Asian	3	2	66.7	1	33.3	3	100.0	0	0.0
Hispanic or Latino	3	3	100.0	0	0.0	3	100.0	0	0.0
Black or African American	6	2	33.3	4	66.7	6	100.0	0	0.0
<b>Totals:</b>	<b>48</b>	<b>23</b>	<b>47.9</b>	<b>25</b>	<b>52.1</b>	<b>14</b>	<b>29.2</b>	<b>34</b>	<b>70.8</b>

## EEO Occupation Code: Technicians

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	7	4	57.1	3	42.9	0	0.0	7	100.0
Black or African American	1	0	0.0	1	100.0	1	100.0	0	0.0
Hispanic or Latino	1	0	0.0	1	100.0	1	100.0	0	0.0
Asian	1	1	100.0	0	0.0	1	100.0	0	0.0
<b>Totals:</b>	<b>10</b>	<b>5</b>	<b>50.0</b>	<b>5</b>	<b>50.0</b>	<b>3</b>	<b>30.0</b>	<b>7</b>	<b>70.0</b>

## EEO Occupation Code: Sales Workers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	364	87	23.9	277	76.1	0	0.0	364	100.0
American Indian or Alaska	1	0	0.0	1	100.0	1	100.0	0	0.0
Asian	2	0	0.0	2	100.0	2	100.0	0	0.0
Two or more races	5	0	0.0	5	100.0	5	100.0	0	0.0
Black or African American	6	4	66.7	2	33.3	6	100.0	0	0.0
Hispanic or Latino	20	7	35.0	13	65.0	20	100.0	0	0.0
<b>Totals:</b>	<b>398</b>	<b>98</b>	<b>24.6</b>	<b>300</b>	<b>75.4</b>	<b>34</b>	<b>8.5</b>	<b>364</b>	<b>91.5</b>

## EEO Occupation Code: Administrative Support Workers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	57	46	80.7	11	19.3	0	0.0	57	100.0
Hispanic or Latino	7	7	100.0	0	0.0	7	100.0	0	0.0
Black or African American	8	7	87.5	1	12.5	8	100.0	0	0.0

# Sport Supply Group, Inc. EEOC Report Entire Company

03/04/2010 10:40:07 am

<b>Totals:</b>	72	60	83.3	12	16.7	15	20.8	57	79.2
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## EEO Occupation Code: Craft Workers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
Black or African American	1	0	0.0	1	100.0	1	100.0	0	0.0
Asian	1	0	0.0	1	100.0	1	100.0	0	0.0
Hispanic or Latino	3	0	0.0	3	100.0	3	100.0	0	0.0
<b>Totals:</b>	5	0	0.0	5	100.0	5	100.0	0	0.0

## EEO Occupation Code: Operatives

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	58	47	81.0	11	19.0	0	0.0	58	100.0
Black or African American	4	3	75.0	1	25.0	4	100.0	0	0.0
Hispanic or Latino	5	5	100.0	0	0.0	5	100.0	0	0.0
<b>Totals:</b>	67	55	82.1	12	17.9	9	13.4	58	86.6

## EEO Occupation Code: Laborers and Helpers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	37	3	8.1	34	91.9	0	0.0	37	100.0
American Indian or Alaska	1	0	0.0	1	100.0	1	100.0	0	0.0
Asian	2	0	0.0	2	100.0	2	100.0	0	0.0
Two or more races	2	0	0.0	2	100.0	2	100.0	0	0.0
Black or African American	17	5	29.4	12	70.6	17	100.0	0	0.0
Hispanic or Latino	36	16	44.4	20	55.6	36	100.0	0	0.0
<b>Totals:</b>	95	24	25.3	71	74.7	58	61.1	37	38.9

## EEO Occupation Code: Service Workers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
Black or African American	2	0	0.0	2	100.0	2	100.0	0	0.0
<b>Totals:</b>	2	0	0.0	2	100.0	2	100.0	0	0.0

## EEO Occupation Code: Executive/Senior Level Officials and Managers

<u>Ethnic Code</u>	<u>Total</u>	<u>Females</u>	<u>%</u>	<u>Males</u>	<u>%</u>	<u>Minority</u>	<u>%</u>	<u>Non Minority</u>	<u>%</u>
White	30	1	3.3	29	96.7	0	0.0	30	100.0
American Indian or Alaska	1	1	100.0	0	0.0	1	100.0	0	0.0
<b>Totals:</b>	31	2	6.5	29	93.5	1	3.2	30	96.8

<b>Grand Totals:</b>	805	285	35.4	520	64.6	152	18.9	653	81.1
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## 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) <b>SPORT SUPPLY GROUP, INC. dba BSN SPORTS, US GAMES, COLLEGIATE PACIFIC</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>P. O. BOX 78268</b>	Requester's name and address (optional)
City, state, and ZIP code <b>CORONA, CA 92877-0142</b>	
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.

Social security number

or

Employer identification number
[REDACTED]

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

### 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. person (including a U.S. resident alien).

**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.)

<b>Sign Here</b>	Signature of U.S. person ▶	<b>RUBEN L. AGUSTIN</b> Sales Manager	Date ▶ <b>3-23-10</b>
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### 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA

County of RIVERSIDE

On MAR. 23, 2010 Before me, DARREL L. VALEN, NOTARY PUBLIC  
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared RUBEN L. AGUSTIN  
NAME(S) OF SIGNER(S)

personally known to me - **OR** -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**WITNESS** my hand and official seal.

SEE ATTACHED NOTARIAL CERTIFICATE IN  
SIGNATURE OF NOTARY  
**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

---

- PARTNER(S)  LIMITED  
 GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

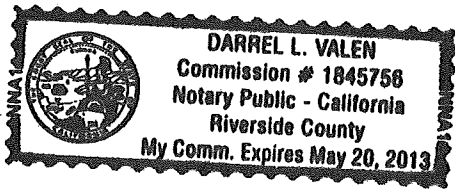
State of California

County of RIVERSIDE

On MAR. 23, 2010 before me, DARREL L. VALEN, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ROBEN ACUSTIN AND  
Name(s) of Signer(s)  
NO OTHERS

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: INVITATION TO BID

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

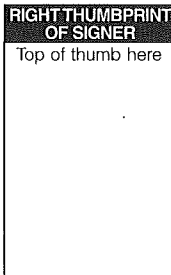
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

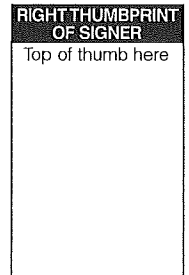
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_





## INSTRUCTIONS TO BIDDERS

### 1. **PREPARATION OF BID:**

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. **EXAMINATION OF BID:**

Bidder is responsible for examining the Invitation to Bid and submitting its Bid complete and in conformance with these instructions.

### 3. **CONDITIONS OF WORK:**

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. **DISCREPANCIES IN BID DOCUMENTS:**

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

### 5. **ORAL STATEMENTS:**

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

### 6. **BRAND NAMES AND SPECIFICATIONS:**

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

### 7. **AWARD:**

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

### 8. **PAYMENT:**

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. **SAFETY APPROVAL:**

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

### 10. **BUSINESS LICENSE:**

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9<sup>th</sup> floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by Contractor or said Subcontractors in the execution of the Contract.

**12. RIGHT TO REJECT:**

The City reserves the right to reject at any time any or all Bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

**13. SAMPLES:**

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

**14. PRICES:**

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

**15. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:**

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

Please visit <http://www.longbeach.gov/purchasing/diversity.asp> for more information on the City's Diversity Outreach Program.

**SUBCONTRACTORS**

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify Bid. If additional space is required, Bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_  
Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)  
Black ( ) American Indian ( )  
Hispanic ( ) Other Non-white ( )  
Asian ( ) Caucasian ( )

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

**SUBMIT TO:**  
CITY OF LONG BEACH  
**CITY CLERK**  
333 W OCEAN BLVD/PLAZA LEVEL  
LONG BEACH CA 90802

**BID DUE DATE:** MARCH 18 2010

**TIME:** 11:00 am

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)  
MICHELLE KING (562) 570-6020  
BUYER TELEPHONE NUMBER

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)  
JEFF GRANT (562) 570-8921  
DEPARTMENT CONTACT TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All Bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy **not** to release price information on these Bids until the department has reviewed them and award has been approved by the City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that Bid and setting up an appointment. Due to the large volume of Bids received, Bid results will **not** be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the Bids, the name of the apparent low Bidder will be posted on the Internet for a period of one (1) month, together with the rankings of the top three Bidders. These rankings will not contain price information.

**CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the Bid opening.

**INSTRUCTIONS TO BIDDERS**

**18. INTER-AGENCY PARTICIPATION:**

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES  NO

(If yes, any agency electing to participate in this Bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

**SPORT SUPPLY GROUP, INC.**  
P.O. Box 78268  
Corona, CA 92877-0142

**19. AMERICANS WITH DISABILITIES ACT:**

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

**20. EQUAL BENEFITS ORDINANCE:**

Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Bidders shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All bidders shall complete and return with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, bidders do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the bidder is selected for award of a contract.

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or

more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Rosie Bouquin at 562-570-7079 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, its agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; and premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:

- a. Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
- b. Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any Work on the City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit Contractor's liability under this Contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.

For furnishing and delivering miscellaneous sports equipment to the City of Long Beach Department of Parks, Recreation and Marine Bureau on an as needed basis.

**CONTRACT PERIOD:**

Twelve months after date of award or after the expiration of the current contract, whichever is the earlier. This Contract may be extended by mutual agreement for up to two additional periods of one year each in accordance with terms and conditions stated herein.

It is agreed that if the Contract is extended, the City shall so notify the Contractor 90 days prior to the expiration date. Contractor shall be required to submit any price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show item number, price, contract number and purchase order number. The City reserves the right to accept or reject any price increases and to cancel the renewal notice if price increases are not acceptable.

**BASIS OF AWARD:**

The City reserves the right to award Contracts to more than one Contractor.

**BLANKET PURCHASE ORDER(BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release (Purchase Order) issued by the Department placing the order.

**PAYMENT REQUIREMENTS**

Contractor shall submit upon delivery or pick-up of each order an invoice describing each item purchased. Cost of each item shall be indicated as per unit of measurement less the discount offered in the Bid Section items. The City's Blanket Purchase Order and stockroom tracking number must be placed on all invoices.

**THE CITY WILL NOT PAY BASED ON THESE INVOICES, BUT INSTEAD WILL PAY BASED ON A MONTHLY SUMMARY INVOICE.**

Contractor shall submit an original plus two copies of the Monthly Summary Invoice, on Contractor's business stationery, by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment in due course of payments.



**PRICE AGREEMENT CONDITIONS**

Prices charged to the City shall be based on percentage discounts from Manufacturer's Price Lists. Percentage discounts shall remain firm for the duration of the Contract, but the Manufacturer's Price Lists may be subject to fluctuation in accordance with changes issued by the Manufacturer. Price Lists, which are submitted with bid, must be in effect at time of bid opening and shall not be subject to change for a period of 90 days after bid opening.

If the prices on the Price Lists are raised, the City reserves the right to accept such raises or to cancel such items from the Contract. Contractor shall immediately notify the City of such price increase, and shall immediately give to the City the benefit of any decline in prices on the Manufacturer's effective date of such decline. Changes in price shall be effective on the date the notice of change is received by the City Purchasing Division, or at a later date designated by the Contractor. Increases in Price Lists shall not be retroactive.

Specifications and conditions in this bid shall supersede any conflicting conditions in Price Lists.

Three copies of new or revised Price Lists shall be sent immediately to the City of Long Beach Purchasing Division, 333 West Ocean Blvd., Long Beach, California 90802. Price Lists shall show supplier's name along with the City Contract or Purchase Order number.

**ADEQUATE STOCK**

Contractor shall be required to maintain adequate stock for timely deliveries, for emergency and fill-in orders, as needed by the City. Contractor must have authorization from manufacturer to distribute items.

**ON-LINE CATALOGS:**

Does your company currently have on-line ordering: Yes  No

If the answer is no, does your company plan to have on-line ordering within the next 12 months: Yes  No

Does your company provide catalogs needed to assist ordering process: Yes  No   
If yes, what charge if any will the city incur for needed catalogs. \$ NONE (0)

If your company currently provides for on-line ordering, Bidder shall provide with the bid as a separate attachment any information pertaining to the Bidder's on-line catalog and Internet ordering (including the web address, email address, and/or direct connect application software if applicable).

**PURCHASING CARD:**

Will you allow authorized City personnel to use the City of Long Beach purchasing card in lieu of blanket purchase order (BPO) releases (purchase orders) if the City determines it to be more feasible? Yes  No

**SPORT SUPPLY GROUP, INC.**  
P.O. Box 78268  
Corona, CA 92877-0142

**PRICE INCREASES**

Unit price increases will not be allowed during any twelve (12) month contract period. Discounts allowed if any, off manufacturer's catalogs and/or price list shall not be decreased but may be increased for the duration of the contract.

**DISCOUNT**

The City may purchase additional items not listed on specifications.

Please enter your cost discount allowed to the City. 10 % *FREE FREIGHT ALLOWED WITH EXCEPTIONS*



**RUBEN L. AGUSTIN**  
**Sales Manager**  
ragustin@sportsupplygroup.com  
**800 423 4695 PHONE**  
**800 921 2515 FAX**

**SPORT SUPPLY GROUP, INC.**  
**P.O. Box 78268**  
**Corona, CA 92877-0142**

**SUMMARY OF BID ITEMS**

BIDS ARE REQUIRED USING PERCENTAGE OF INCREASE FROM MANUFACTURERS COST TO CONTRACTOR FROM PUBLISHED MANUFACTURER'S PRICE LISTS. THE CITY REQUESTS THAT BIDS QUOTED USE ONLY MANUFACTURERS PRICE LIST. IN THE EVENT THAT OTHER PRICE LISTS ARE BEING REFERENCED, THEY SHALL BE INDICATED HEREIN. **BIDDER SHALL FURNISH PRICE LISTS WITH BID. FAILURE TO INCLUDE PRICE LIST MAY BE CAUSE FOR REJECTION OF BID.**

***NOTE: Price lists from unsuccessful bidders will be available for pick-up after award has been made. Bidder will be contacted and requested to pick-up price lists within seven (7) days.***

DELIVERY: 72 Hours after receipt of order. (If time shown is more than three (3) days after receipt of order, the bid may be rejected unless other arrangements are made.

**BID PRICES PER SHALL INCLUDE ANY DELIVERY FEE.**

**SALES TAX SHOULD NOT BE INCLUDED**

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P.O. Box 78268  
Corona, CA 92877-0142

Section "A" - Balls

Item	Est. Qty.	Description	Unit Price	Brand
01	6 dz	Baseball, Softtouch Incrediball, 9" or approved equal	\$ <u>33.24</u>	Exactly As Specified (BBST9W) p. 58
02	105 dz	Baseball, Diamond D1, Professional / Major League, or approved equal	\$ <u>37.80</u>	MACGREGOR MCD97P10 p. 53
03	1 dz	Basketball, Leather, Wilson B1200 Jet, or approved equal	\$ <u>277.44</u>	MACGREGOR (COMPOSITE LEATHER) X10 (1276572) p. 119
04	2 dz	Basketball, MacGregor 27.5 Junior or approved equal	\$ <u>32.16</u>	Exactly As Specified MACGREGOR MCX2500X p. 116
05	2 dz	Basketball, Wilson Collegiate Tournament Official, or approved equal	\$ <u>117.60</u>	MACGREGOR MCX100X14 p. 118
06	2dz	Basketball, Wilson Collegiate Tournament Intermediate, or approved equal	\$ <u>117.60</u>	MACGREGOR MCX125X14 p. 118
07	6 dz	Basketball, Rubber, Mikasa B1000, or approved equal	\$ <u>34.68</u>	MACGREGOR MCX35W10 p. 116
08	6 dz	Football, Rubber, Official Size, Mikasa F5006, or approved equal	\$ <u>36.96</u>	VOIT VCP95HX p. 148
09	6 dz	Football, Rubber, Junior Size, Mikasa F5006, or approved equal	\$ <u>32.76</u>	VOIT VCF65HX p. 148
10	6 dz	Football, Rubber, (X2L) OFFICIAL SIZE	\$ <u>37.32</u>	MACGREGOR Exactly As Specified MCX22LXX p. 148
11	2 dz	Football, Junior Nike Spiral Tech 1000 or approved equal	\$ <u>153.00</u>	Exactly As Specified NIKE 1273359 p. 146
12	2 dz	Football, Youth Nike Spiral Tech 1000 or approved equal	\$ <u>153.00</u>	Exactly As Specified NIKE 1273342 p. 146
13	2 dz	Softball, Leather cover, Kapok center 12", DeBeer 212, or approved equal	\$ <u>30.76</u>	MACGREGOR p. 57 1280S14 (CORK CENTER)
14	2 dz	Softball, Leather cover, Kapok center 16", DeBeer F16, or approved equal	\$ <u>118.44</u>	MACGREGOR MCSB16CH p. 58
15	2 dz	Softball, Fast pitch, 50 cor. Cork, 12", DeBeer, or approved equal	\$ <u>32.40</u>	MACGREGOR (.47 cor.) MCSB12FA p. 146
16	290 dz	Softball, ASA approved, 40 cor. Poly, 12", Dudley, or approved equal	\$ <u>44.88</u>	WORTH 1193947 p. 56
17	30 dz	Softball, ASA approved, 47 cor. Poly, 11", Dudley, or approved equal	\$ <u>31.48</u>	MACGREGOR MCSB11YL p. 57

Section "A" con't

Item	Est. Qty.	Description	Unit Price	Brand
18	6 dz	Soccer Ball, MacGregor Eurofelt Indoor Soccer Ball, size 4 and 5, or approved equal	\$ <u>72.76</u>	Exactly As Specified MACGREGOR EURO FELTS p. 220 (SIZE 5 ONLY)
19	6 dz	Soccer Ball, Synthetic Leather, Mikasa SWL310, size 5, or approved equal	\$ <u>77.16</u>	MACGREGOR MCLS303X p. 221
20	8 dz	Volleyball, Leather, Mikasa VFC200, or approved equal	\$ <u>332.16</u>	MACGREGOR MCV770WH p. 243
21	4 dz	Volleyball, Leather, Tachikara SV5W, or approved equal	\$ <u>522.12</u>	TACHIKARA SV5W p. 245
22	4 dz	Volleyball, Leather, Asco, 18K, or approved equal	\$ <u>266.76</u>	MACGREGOR MCV660WH p. 243
23	4 dz	Volleyball, Nylon Wound Rubber, Official Size, Asco VB5, or approved equal	\$ <u>333.60</u>	VOIT VV5HXXX p. 243
24	2 dz	Tennis Balls, Penn, P85YED, 3 per can, or approved equal	\$ <u>12.72</u>	PENN MTAENCAN p. 265
25	2 dz	Tetherball, Mikasa, T8000, rope included, or approved equal	\$ <u>56.16</u>	VOIT VCT800HX p. 323

**SPORT SUPPLY GROUP, INC.**  
 P.O. Box 78268  
 Corona, CA 92877-0142

**RUBEN L. AGUSTIN**  
 Sales Manager  
 ragustin@sportsupplygroup.com  
 800 423 4695 PHONE  
 800 921 2515 FAX

**Section "B" – Miscellaneous**

Item	Est. Qty.	Description	Unit Price	Brand
26	2 ea	Basketball Goal, for Glass Backboard & Heavy Duty use, 12 net locks, Asco, or approved equal	\$ <u>30.80</u>	BSN 1061086 p. 129
27	6 ea	Basketball Goal, Elite Competition, or approved equal	\$ <u>87.70</u>	MACGREGOR 5555XXXX p. 120
28	12 dz	Football Flag Belt Set, Blitz Deluxe or approved equal	\$ <u>8.64</u>	BSN MSFB p. 173
29	3 dz	Tee Ball Bat, (-10) VB-1172881, or approved equal	\$ <u>148.72</u>	Exactly As Specified MACGREGOR 1172881 (25" or 26") p. 59
30	4 dz	Fielder's Glove, 18X251-right handed, and 18G251A-left handed, or approved equal	\$ <u>166.56</u>	MACGREGOR BDDGVARX/R p. 63
31	3 dz	Batter's Helmet, Rawlings PL75R, stock color, or approved equal	\$ <u>129.00</u>	MACGREGOR 1195798 p. 65
32	6 ea	Bases, Bolco, Major League, W/Anchor (2pcs.), or approved equal	\$ <u>86.00/SET</u> of 3	MACGREGOR (3/SET) 1055412 (MACGREGOR) p. 47
33	6 ea	Base, Hollywood, Professional (1pc.), or approved equal	\$ <u>194.00/SET</u> of 3	Exactly As Specified (3/SET) 1036930 p. 51 MACGREGOR 3/SET
34	3 ea	Double Base, Bolco, W/Metal Anchors (standard/1pc.), or approved equal	\$ <u>90.00</u>	1235609 p. 48
35	3 ea	Home Plate, (any brand)	\$ <u>5.48</u>	MACGREGOR BDSBHPXX7 p. 48
36	5 ea	Pitcher Rubber, (any brand)	\$ <u>6.58</u>	MACGREGOR BBPPLATE p. 46
37	10 ea	Home Plate Extension, (any brand)	\$ <u>5.08</u>	MACGREGOR BDSBHPEx p. 48
38	12 ea	Beach Volleyball Boundary Markers, (any brand)	\$ <u>32.85</u>	BSN 903554LX p. 254
39	3 dz	Shirt, Official's, 7" front zipper, 1" Alternating Black and white vertical stripes, or approved equal	\$ <u>184.56</u>	BSN C58 p. 358

DELIVERY: 3 days after receipt of order.

If items cannot be delivered within 3 business days we can go to the store front with the lowest prices.

**SPORT SUPPLY GROUP, INC.**  
P.O. Box 78268  
Corona, CA 92877-0142

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800 423 4695 PHONE  
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Extension option:

This contract is subject to extension for two additional one (1) year periods from the date of expiration of this contract, at the option of the City.

Price increase shall not exceed 10 % during first extension period.

Price increase shall not exceed 10 % during second extension period.

PAYMENT TERMS: NET 30 DAYS

**RUBEN L. AGUSTIN**  
Sales Manager  
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**SPORT SUPPLY GROUP, INC.**  
P.O. Box 78268  
Corona, CA 92877-0142

## **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,



the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Mechell Gotelli Title: Human Resources Director  
Signature: Mechell Gotelli Date: 3-18-10  
Business Entity Name: Sport Supply Group

SPORT SUPPLY GROUP, INC.  
P.O. Box 78268  
Corona, CA 92877-0142

**CERTIFICATION OF COMPLIANCE WITH THE  
EQUAL BENEFITS ORDINANCE**

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Sport Supply Group Federal Tax ID No [REDACTED]  
Address: 1901 Diplomat Drive  
City: Farmers Branch State: TX ZIP: 75234  
Contact Person: Mechell Gotelli Telephone: 972-406-7187  
Email: mgotelli@sportsupplygroup.com Fax: 972-406-3467

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.  Yes  No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?  Yes  No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
 Yes  No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
 Yes  No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?  Yes  No  
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

**Section 3. PROVISIONAL COMPLIANCE**

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

\_\_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

\_\_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

**SPORT SUPPLY GROUP, INC.**  
P.O. Box 78268  
Corona, CA 92877-0142

\_\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement(s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 18 day of March, 2010 at S. 45

Name Mechell Gotelli Signature Mechell Gotelli

Title Human Resources Director Federal Tax ID No. 

SPORT SUPPLY GROUP, INC.  
P.O. Box 78268  
Corona, CA 92877-0142

**Dependent (for California residents) means:**

- Your spouse or domestic partner, if not in the Armed Forces of any country.
- Your natural or legally adopted children, if your child:
  - is not married; and
  - is not in the Armed Forces of any country; and
  - is less than 25 years of age.

A newly adopted child will be considered a Dependent child from the date of Placement with you for the purpose of adoption or the date of adoption, whichever is earlier. The child will continue to be a Dependent child unless the Placement is disrupted prior to legal adoption and the child is removed from Placement.

- Your stepchild, if that child:
  - meets the requirements above; and
  - receives principal support from you.
- Your foster child, if that child:
  - meets the requirements above; and
  - lives with you\*; and
  - receives principal support from you; and
  - is approved in writing by the Plan Administrator as a Dependent child.

\*Foster children ages 19 to 25 do not need to reside with the Member to be an eligible Dependent.

Dependent will include any child covered under a Qualified Medical Child Support Order (QMCSO) or National Medical Support Notice (NMSN) as defined by applicable federal law and state insurance laws that are applicable to this plan, provided the child meets this plan's definition of a Dependent.

**NOTE:** If you and your spouse are both employed by the Planholder and covered as Members, only one of you may cover your Dependent children.

**Dependent (for all other residents) means:**

- Your spouse (excluding common law spouse), if your spouse if not in the Armed Forces of any country.
- Your natural or legally adopted children, if your child:
  - is not married; and
  - is not in the Armed Forces of any country; and
  - is less than 25 years of age.

A newly adopted child will be considered a Dependent child from the date of Placement with you for the purpose of adoption or the date of adoption, whichever is earlier. The child will continue to be a Dependent child unless the Placement is disrupted prior to legal adoption and the child is removed from Placement.

- Your stepchild, if that child:
  - meets the requirements above; and
  - receives principal support from you.
- Your foster child, if that child:
  - meets the requirements above; and
  - lives with you\*; and
  - receives principal support from you; and

**Compliance News Monthly Trade Journal**  
Publication Affidavit-Declaration of Publication -- State of California

<p>Sport Supply Group, Inc. is seeking certified and qualified SBE subs and/or suppliers to provide Sports Equipment, Athletic Supplies/Equipment for City of Long Beach -- Sports Equipment in Long Beach,CA</p> <p>We are an Equal Opportunity Employer.</p>	<p>Contact: Ruben Agustin, Bid Manager P.O. Box 78268 Corona,CA,92877 Phone:(800) 423-4695 Fax:(800) 921-2515 Email:ragustin@sportssupplygroup.com</p> <p>Bid Due on:03/24/2010 at 11:00 AM Solicitation Number: PA02510</p>
--	--

The Sport Supply Group, Inc. Good Faith Effort ad has been published in both the Compliance News Internet and Hard-Copy publications.  
Located Online at: [http://www.compliancenes.com/classified\\_monthly](http://www.compliancenes.com/classified_monthly)

The undersigned declares:

I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Wed Mar 17 15:43:17 -0700 2010

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

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## Compliance News Daily Focus Journal

### Publication Affidavit-Declaration of Publication -- State of California

<p>Sport Supply Group, Inc. is seeking certified and qualified SBE subs and/or suppliers to provide Sports Equipment, Athletic Supplies/Equipment for City of Long Beach -- Sports Equipment in Long Beach,CA</p> <p>We are an Equal Opportunity Employer.</p>	<p>Contact: Ruben Agustin, Bid Manager P.O. Box 78268 Corona,CA,92877 Phone:(800) 423-4695 Fax:(800) 921-2515 Email:ragustin@sportssupplygroup.com</p> <p>Bid Due on:03/24/2010 at 11:00 AM Solicitation Number: PA02510</p>
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Located Online at: [http://www.compliancencenews.com/classified\\_daily](http://www.compliancencenews.com/classified_daily)

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I am over the age of 18 years and a citizen of the United States. I am the principal publisher of the Compliance News Monthly Trade Journal in the City of Long Beach, County of Los Angeles, and the State of California. The notice, a true copy of which is attached was published on Wed Mar 17 15:43:17 -0700 2010

I declare under penalty of perjury that the foregoing is true and correct. Executed at Long Beach, California

Henry Sprague III

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Print This



Send This



Click on a Star to Rate This

Type Subcontracting

Project Name Sports Equipment, Athletic Supplies/equipment

[View This Online](#)

Submittal Date 3/24/2010 11:00 AM

Pre-Bid Mandatory No

Owner City of Long Beach

Owner Website <http://www.ci.long-beach.ca.us/default.asp>

Owner Function Development, Transportation and Ports, Economic Development, Natural Resources, Parks and Recreation

Owner Address 333 West. Ocean Blvd.  
Long Beach, California 90802

Owner Phone (562) 570-6555

Location Long Beach, CA 90801

Sector State/Municipal



To view an [interactive map of the location\(s\) for this project](#), [click here](#)

Small/Disadvantaged Small Business Administration 8a  
Bus Reqs

Bid Number PA02510

Onvia Reference Number 12066428

Publication Date 3/18/2010

**Project Details** Sport Supply Group, Inc. is seeking certified and qualified SBE subcontractors and/or suppliers to provide: Sports Equipment, Athletic Supplies/Equipment for project: City of Long Beach -- Sports Equipment Long Beach, CA 90802 Bid Due: Wednesday, Mar 24, 2010 at 11:00 AM PST Solicitation Number:

PA02510 We are an Equal Opportunity Employer. Sport Supply Group, Inc. Contact Ruben Agustin, Bid Manager P.O. Box 78268 Corona, CA 92877 Telephone: (800) 423-4695 Fax: (800) 921-2515 Home Page Published: Wednesday, Mar 17, 2010 at 03:43 PM PST

MAR 17 2010

**Sport Supply Group, Inc.**

P.O. Box 78268  
Corona, CA 92877  
Telephone: (800) 423-4695  
Fax: (800) 921-2515  
http://www.bsncp.com

**INVITATION TO BID**

March 17, 2010  
JAY O'DAY INC  
P O BOX 1000  
ALTADENA, CA, 91003

We are seeking certified and qualified **SBE** subcontractors and/or suppliers for:

**Project:** City of Long Beach -- Sports Equipment  
**Location:** Long Beach, CA  
**Bid Due Date:** 03/24/10 at 11:00 AM PST  
**Solicitation Number:** PA02510  
**Contact:** Ruben Agustin, Bid Manager

Quotes are needed for:  
**Sports Equipment, Athletic Supplies/Equipment.**

Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted.  
If you have any questions please do not hesitate to contact us.

**Participation Response Form**

We can participate in this contract  
TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

We cannot participate in the contract

WEBSTER M Rice  
Print Name of Business Owner

Webster M Rice  
Signature

Date: 3/19/10

Please fax return this form by Mar 24, 2010  
with a copy of your certification to Ruben Agustin, Bid Manager at (800) 921-2515



**Sport Supply Group, Inc.**

P.O. Box 78268  
Corona, CA 92877  
Telephone: (800) 423-4695  
Fax: (800) 921-2515  
http://www.bsncp.com

**INVITATION TO BID**

March 17, 2010  
OCEANS WHOLESALE  
830 PIONEER AVE  
WILMINGTON, CA. 90744

We are seeking certified and qualified SBE subcontractors and/or suppliers for:

**Project:** City of Long Beach -- Sports Equipment  
**Location:** Long Beach, CA  
**Bid Due Date:** 03/24/10 at 11:00 AM PST  
**Solicitation Number:** PA02510  
**Contact:** Ruben Agustin, Bid Manager

Quotes are needed for:  
**Sports Equipment, Athletic Supplies/Equipment.**

Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted.

If you have any questions please do not hesitate to contact us.

**Participation Response Form**

We can participate in this contract  
TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

We cannot participate in the contract

Joan Monteiro  
Print Name of Business Owner

[Signature]  
Signature

Date: 3/17/2010

Please fax return this form by Mar 24, 2010  
with a copy of your certification to Ruben Agustin, Bid Manager at (800) 921-2515

**Sport Supply Group, Inc.**

P.O. Box 78268  
Corona, CA 92877  
Telephone: (800) 423-4695  
Fax: (800) 921-2515  
http://www.bsncp.com

**INVITATION TO BID**

March 17, 2010  
GAMES FOR FUN  
895 W RIALTO AVE  
SAN BERNARDINO, CA, 92410

We are seeking certified and qualified SBE subcontractors and/or suppliers for:

**Project:** City of Long Beach -- Sports Equipment  
**Location:** Long Beach, CA  
**Bid Due Date:** 03/24/10 at 11:00 AM PST  
**Solicitation Number:** PA02510  
**Contact:** Ruben Agustin, Bid Manager

Quotes are needed for:  
**Sports Equipment, Athletic Supplies/Equipment.**

Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted.

If you have any questions please do not hesitate to contact us.

**Participation Response Form**

( ) We can participate in this contract  
TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

We cannot participate in the contract  
KEN RENTROE [Signature]  
Print Name of Business Owner Signature

Date: 03/18/10

Please fax return this form by Mar 24, 2010  
with a copy of your certification to Ruben Agustin, Bid Manager at (800) 921-2515

**Sport Supply Group, Inc.**  
P.O. Box 78268  
Corona, CA 92877  
Telephone: (800) 423-4695  
Fax: (800) 921-2515  
<http://www.bsncp.com>

**INVITATION TO BID**

March 17, 2010  
DES PAC  
6750 PERALTA PL  
RIVERSIDE, CA, 92509

We are seeking certified and qualified SBE subcontractors and/or suppliers for:

**Project:** City of Long Beach -- Sports Equipment  
**Location:** Long Beach, CA  
**Bid Due Date:** 03/24/10 at 11:00 AM PST  
**Solicitation Number:** PA02510  
**Contact:** Ruben Agustin, Bid Manager

---

Quotes are needed for:  
Sports Equipment, Athletic Supplies/Equipment.

---

Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted.

If you have any questions please do not hesitate to contact us.

---

**Participation Response Form**

We can participate in this contract

TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

We cannot participate in the contract

DES PAC  
Print Name of Business Owner

  
Signature

Date: Mar 19, 2010

Please fax return this form by Mar 24, 2010  
with a copy of your certification to Ruben Agustin, Bid Manager at (800) 921-2515

**Sport Supply Group, Inc.**

P.O. Box 78268  
Corona, CA 92877  
Telephone: (800) 423-4695  
Fax: (800) 921-2515  
http://www.bsncp.com

**INVITATION TO BID**

March 17, 2010  
PROMOTIONAL ADVENTURES LLC  
16416 LABRADOR ST  
NORTH HILLS, CA, 91343

We are seeking certified and qualified **SBE** subcontractors and/or suppliers for:

**Project:** City of Long Beach -- Sports Equipment  
**Location:** Long Beach, CA  
**Bid Due Date:** 03/24/10 at 11:00 AM PST  
**Solicitation Number:** PA02510  
**Contact:** Ruben Agustin, Bid Manager

Quotes are needed for:  
**Sports Equipment, Athletic Supplies/Equipment.**

Subcontractors will be required to enter into our standard contract. No modifications to the contract are permitted.

If you have any questions please do not hesitate to contact us.

**Participation Response Form**

We can participate in this contract

TYPE OF SERVICE OR SUPPLIES: \_\_\_\_\_

We cannot participate in the contract

Cynthia Ashari  
Print Name of Business Owner

Cynthia Ashari  
Signature

Date: 3-19-10

Please fax return this form by Mar 24, 2010  
with a copy of your certification to Ruben Agustin, Bid Manager at (800) 921-2515

# Sport Supply Group, Inc.

## LOG

Good Faith Effort for Bid Solicitation PA02510

Project: City of Long Beach -- Sports Equipment

### Important Instructions

NOTE: If your bid-package includes form STD-840, you MUST write "See attached Log sections A, B, & C" on STD-840 and include STD-840 with your GFE documents.

- 1.) Read and complete Section A.
  - 2.) We have completed Section B for you.
  - 3.) Complete Section C by making follow-up phone calls to the firms listed below.
- >For DVBE firms, call at least 3 firms. ->For DBE, MBE, & WBE firms, call all of them.

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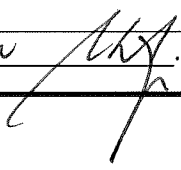
### A. Awarding Department Contact Instructions

Many California Good-Faith Efforts may require the bidding contractor to CALL the awarding department or owner and talk with their Good-Faith representative. SEE YOUR CONTRACT DOCUMENTS FOR THIS TELEPHONE NO. Call it and record the result below.

#### Awarding Department Contact Action

Sport Supply Group, Inc. contacted the awarding department issuing this contract at (tel number) 562 570 6020 at (time) 9:00 AM on (date) 3-17-10 and discussed Good-Faith Effort with (Awarding Department Contact) MICHELLE KING.

Remarks:(left message, etc.) \_\_\_\_\_

Phone call was made by (Prime Rep's do signature) RUBEN AGUSTIN 

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### B. Federal, State, & Local Agencies Contacted

On 03/17/10, Sport Supply Group, Inc. contacted:

1. Federal Agency: Central Contractor Registration (CCR) / PRO-Net at <http://www.bpn.gov/CCRSearch/Search.aspx> at 03:43PM on 03/17/2010
2. State Agency: Office of Small Business & DVBE Certification (OSDC) <http://www.pd.dgs.ca.gov/smbus> at 03:38PM on 03/17/2010
3. Local referral organization: DBE/DVBE Resource Center ([www.dvbe.net](http://www.dvbe.net)) at 03:33PM on 03/17/2010

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### C. Summary of Firms Sent Bid Invitations

25 total firms were sent invitations.

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**Company Name:** JLT PROMOTIONS

**Address:** 24238 HAWTHORNE BLVD 2ND FLR  
TORRANCE, CA, 90505

**Phone:** (310) 791-7006, **Fax:** (310) 791-4655

**Work Categories:**

Sporting & recreational goods & supplies, Toys & hobby goods & supplies, Stationery & office supplies, Misc. apparel & accessory stores, Stationery stores, Gift, novelty, & souvenir shops, Advertising, n.e.c.

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3-19-10 / 12:10 PM / ASHLEY HODSON

Person Contacted and Comments for Solicitation: PA02510 City of Long Beach -- Sports Equipment

*EMAILED ANOTHER COPY OF THE INVITATION TO BID*

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**Company Name:** ALCO TARGET COMPANY INC

**Address:** 2048 CENTRAL AVE

DUARTE,CA, 91010

Phone: (626) 358-4814, Fax: (626) 301-9084

**Work Categories:**

Sporting & athletic goods, n.e.c.

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3-19-10 / 12:20 PM / AMY

Person Contacted and Comments for Solicitation: PA02510 City of Long Beach -- Sports Equipment

*RE-FAKED TO AMY, & WILL FAX BACK INVITATION  
THAT THEY WILL NOT PARTICIPATE*

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**Company Name:** DES PAC

**Address:** 6750 PERALTA PL

RIVERSIDE,CA, 92509

**Phone:** (800) 540-2995, **Fax:** (800) 440-2995 *206 339 5250*

**Work Categories:**

Industrial supplies, Transportation equipment & supplies, except motor vehicles, Sporting & recreational goods & supplies, Durable goods, n.e.c., Direct selling establishments

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3-19-10 / 12:45 PM / BRUCE

Person Contacted and Comments for Solicitation: PA02510 City of Long Beach -- Sports Equipment

*DOE BRUCE WILL NOT PARTICIPATE & FAXING BACK  
INVITATION TO BID*

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**Company Name:** PROMOTIONAL ADVENTURES LLC

**Address:** 16416 LABRADOR ST

NORTH HILLS,CA, 91343

**Phone:** (818) 332-1381, **Fax:** (818) 332-1395

**Work Categories:**

Sporting & recreational goods & supplies, Toys & hobby goods & supplies, Piece goods, notions, & other dry goods, Men's & boys' clothing & furnishings

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3-19-10 / 12:50 PM / DUSTIN

Person Contacted and Comments for Solicitation: PA02510 City of Long Beach -- Sports Equipment

*RE-FAKED INVITATION TO BID*

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**Company Name:** UNITED PERFORMANCE INTERNATIONAL MARKETING INC

**Address:** 18 THIRD ST

HERMOSA BEACH,CA, 90254

**Phone:** (310) 376-3736, **Fax:** (310) 376-6606

**Work Categories:**

Hardware, Hardware stores, Misc. general merchandise stores, Sporting goods stores & bicycle shops, Gift, novelty, & souvenir shops, Misc. retail stores, n.e.c.

**Phone Solicitation Information**

**Date/s-Time/s Solicited by Phone:** 3/19/10 - 12:55 PM / LEFT A MESSAGE

Person Contacted and Comments for Solicitation: PA02510 City of Long Beach -- Sports Equipment



City of Long Beach

Department of Financial Management  
Division of Procurement  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6020  
Michelle.King@Longbeach.gov

March 15, 2010

NOTICE TO BIDDERS

DUE DATE EXTENSION

PA02510 SPORTS EQUIPMENT

EXTENSION OF BID DUE DATE:

WEDNESDAY, MARCH 24, 2010 AT 11:00 AM PST  
CITY OF LONG BEACH  
CITY CLERK – BIDS  
333 W. OCEAN BLVD.  
LONG BEACH, CA 90802

LATE BIDS WILL NOT BE ACCEPTED

Any additional questions must be submitted in writing to [Michelle.King@longbeach.gov](mailto:Michelle.King@longbeach.gov)

Acknowledged By: \_\_\_\_\_

Company Name

Print Name

Signature

**RUBEN L. AGUSTIN**

**Sales Manager**

[ragustin@sportssupplygroup.com](mailto:ragustin@sportssupplygroup.com)

**800 423 4695 PHONE**

**800 921 2515 FAX**

Date 3/23/10

**SPORT SUPPLY GROUP, INC.**  
P.O. Box 78268  
Corona, CA 92877-0142

Division Name . : BSN/Passon/GSC Customer Bid ID : PA-02510  
 Bid Manager: . : RAGUSTIN Customer Addendum :  
 Bid Log Id: . : 2040054 2010 Expiration Date : 06/30/2012  
 Bid Description : SPORTS, ATHLETIC EQUIPMENT AND MISC. RELATED ITEMS

Customer Number	1306903	CITY OF LONG BEACH CITY HALL ACCOUNTING DIVISION	Receive Date	03/17/2010	Due Date	03/24/2010
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Line No	Product	Product Description Trim	Quantity	UOM	Bid Price	Total Cost
1	BBST9W	EASTON SOFTOUCH BALL 9" WHITE	72	EA	2.77	199.44
2	MCB97PRO	MAC 97 PROFESSIONAL LEAGUE BA	105	DZ	37.80	3969.00
3	1276572	MAC X10 ELITE NFHS COMP BALL-	12	EA	23.12	277.44
4	MCX2500X	MAC X2500 JR. SIZE RUBBER BAS	24	EA	2.68	64.32
5	MCX100XH	MAC MENS X100 COMPOSITE BASKE	24	EA	9.80	235.20
6	MCX128XH	MAC 28.5 X100 COMPOSITE BASKE	24	EA	9.80	235.20
7	MCX35WID	MAC X3500 WIDE CHANNEL RUBBER	72	EA	2.89	208.08
8	VCF9SHXX	VOIT ENDURO FOOTBALL SENIOR S	72	EA	3.08	221.76
9	VCF6SHXX	VOIT JR. ENDURO FOOTBALL	72	EA	2.73	196.56
10	MCX2LXXX	MAC X2L OFFICIAL RUBBER FOOTB	72	EA	3.11	223.92
11	1273359	Nike Spiral Tech Football Jun	24	EA	12.75	306.00
12	1273342	Nike Spiral Tech Football You	24	EA	12.75	306.00
13	1280524	X44RE ASA 12" SLOW PITCH SOFT	2	DZ	30.76	61.52
14	MCSB16CH	MAC 16" CHICAGO SOFTBALL	24	EA	9.87	236.88
15	MCSB12FA	MAC 12" FAST PITCH SOFTBALL	2	DZ	32.40	64.80
16	1193947	WORTH SX40 40/375 SYNTH GRAY	290	DZ	44.88	13015.20
17	MCSB11YL	MAC 11" YELLOW FAST PITCH SOF	30	DZ	31.48	944.40
18	MCSFELT5	MAC INDOOR FELT SOCCERBALL #5	72	EA	6.03	434.16
19	MCLS303X	MAC MOLDED SYNTHETIC SIZE 5 S	72	EA	6.43	462.96
20	MCV770WH	Mac X770 Leather Volleyball	96	EA	27.68	2657.28
21	TACSV5WX	Tachikara SV5W Volleyball	48	EA	43.51	2088.48
22	MCV660WH	Mac X660 Leather Volleyball	48	EA	22.23	1067.04
23	VV5HXXXX	VOIT RUBBER VOLLEYBALL	48	EA	2.78	133.44
24	MTPENCAN	PENN TENNIS BALLS-YELLOW	8	CA	3.18	25.44
25	VCT850HX	VOIT TETHERBALL	24	EA	4.68	112.32
26	1061086	ECONOMY BASKETBALL GOAL	2	EA	30.80	61.60
27	5555XXXX	MAC.5555 BB GOAL	6	EA	82.70	496.20
28	MSFBREDA	FLAG BELTS ADULT RED	72	EA	0.72	51.84
29	MSFBYELA	FLAG BELTS ADULT YELLOW	72	EA	0.72	51.84
30	1172881	MAC NEW TEE BALL BAT 25"	18	EA	12.36	222.48
31	1172898	MAC NEW TEE BALL BAT 26"	18	EA	12.36	222.48
32	BBBGVARX	MAC 12" FIELDERS GLV-FITS LFT	36	EA	13.88	499.68
33	BBBGVARR	MAC 12" FIELDERS GLV-FITS RT	12	EA	13.88	166.56
34	1195798	Mac Vented OSFA Batting Helme	36	EA	10.75	387.00
35	1055412	MAC MAJOR LEAGUE BASES W/ANCH	6	SE	86.00	516.00
36	1036930	SCHUTT BBPL HOLLYWOOD BASES -	6	SE	194.00	1164.00
37	1235609	Double First Base w/Steel Sta	3	EA	90.00	270.00
38	BBSBHPXXY	SOFTBALL HOME PLATE	3	EA	5.48	16.44
39	BBPPLATE	OFFICIAL SIZE RUBBER PITCHERS	5	EA	6.58	32.90
40	BBSBHPEX	SOFTBALL HOME PLATE EXTENSION	10	EA	5.08	50.80
41	90355YLX	Beach Volleyball Boundary Mar	1	EA	32.85	32.85
42	C58	100 % POLY OFFICIALS JERSEY L	1	EA	15.38	15.38
43			0		0.00	0.00
44			0		0.00	0.00

Count 44 Bid Value 32,004.89

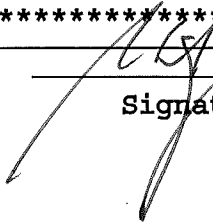


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Division Name . :	BSN/Passon/GSC	Customer Bid ID :	*****
Bid Manager: . :	*****	Customer Addendum :	*****
Bid Log Id: . :	2040054 *****	Expiration Date :	**/**/****
Bid Description :	*****		

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\*\* END OF REPORT \*\*

  
\_\_\_\_\_  
Signature

3-23-10  
Date