



Mobile County PUBLIC SCHOOLS

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SUPERINTENDENT Chresal D. Threadgill

Purchasing Department
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Bid No. 19-32
BUYER: RHONDA WILLIAMS

April 3, 2019

ADDENDUM #1
NEW FOOTBALL HELMETS, SHOULDER PADS AND RECONDITION SERVICES

Please disregard the Minimum Specifications and replace with attached Minimum Specifications.

If you should have any questions, please contact the Purchasing Department.

Sincerely,

Russell Hudson
Director of Purchasing

RH/rbw

MINIMUM SPECIFICATIONS
NEW FOOTBALL HELMETS, SHOULDER PADS AND RECONDITION SERVICES

I Intent of Invitation to Bid

- A. It is the intention of this Invitation to Bid, to establish a contract between the owner and bidder for the supply of football equipment and recondition services as described herein. This is an "as needed bid" with no guaranteed quantities. All Middle and High Schools must purchase from this contract when using District Funds.

II Qualifications of Bidders

- A. Bids will be accepted only from firms engaged on a full-time basis in the school athletic equipment supply and/or recondition services business.
- B. **Each bidder must submit with their proposal a bid bond or cashier's check in the amount of 5% of the total amount of the bid not to exceed \$10,000.00, or same will not be considered. The Board of School Commissioners of Mobile County may also require from each successful bidder a performance bond in an amount equal to 100% of the total award cost. The bidder is responsible for all costs associated with the above.**

III Requirements

1. If a bidder is quoting on reconditioning of helmets and shoulder pads, then they must be certified (by NOCSAE - National Operating Committee on Standards for Athletic Equipment) to recondition/recertify athletic equipment and a copy of the verification **must** be included with bid.
2. The successful vendor must have one person direct contact with coaches providing immediate support.
3. Successful vendor must contact coach if any changes are made during the reconditioning process if not already discussed prior to helmets being taken.
4. Helmets should be observed individually, discussed with the coach and taken apart at the school before being transported to facility.
5. Each bidder must explain in detail the process of picking up the recondition equipment from beginning to end as an attachment with bid. Submit process with your bid.
6. Helmets/Equipment and Shoulder Pads **must not be sent** out of the United States for Reconditioning services. Submit the factory repair location that will be used with your bid.
7. All orders must have an authorized purchase order prior to work beginning. The school district is not responsible for payment if the above process is not followed.

III Materials Bid

- A. All products quoted shall be new, packed in manufacturers original containers, and shall meet or exceed the specific specifications shown.
- B. Successful bidders must guarantee all items to be free from defects in materials and workmanship. Bidder agrees to replace defective items upon request. Repeated delivery of defective items will be cause to void bid award, declare bidder as irresponsible, and be removed from our bid list for a minimum of one year.

IV Delivery and Method of Award

- A. All items shall be quoted F.O.B. Mobile County Public Schools, Mobile County, AL. Inside delivery required. The title and risk of loss of the goods will not pass to the Board, departments, or local schools until receipt and acceptance takes place at the FOB point. **All shipping costs are to be included in the price quoted.**

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- B. **Bid will be** awarded to one vendor, or whichever method is deemed to be in the best interest of the Board. The prices quoted shall be good for a period of one (1) year from date of Board approval, and may be renewed annually for two (2) additional one-year periods by mutual consent of both parties.
- C. **All bidders must state their best possible delivery time after receipt of purchase order for new equipment. The turnaround time for the recondition services should be accurate and executed based on the agreement between the school and the vendor. The maximum turnaround is seventy-five (75) days. This must be documented on the paperwork and given to the coach.**

V Proposal Form

- A. Proposal form shall be filled out in full. Each item quoted shall be described by brand name. Each item shall be assigned a unit cost or percentage discount. Failure to provide this information on proposal form may be cause for rejection of bid.
- B. In Part II- Bids are to be based on an approved manufacturer's current price for helmets, shoulder pads, and the balance of items in the catalog. Bidders must clearly identify the manufacturer percentage discount which may be taken from the current price in the catalog.
Each bidder must submit with their proposal the following:
 - 1. One (1) catalog (most current) that shows the list price for helmets and shoulder pads.

VI Terms of Payment

- A. While it is the intent of the Board of School Commissioners to pay all bills within thirty (30) days, there may be times when this strict requirement cannot be adhered to, as payment is normally processed approximately thirty (30) days from final approvals of receipts and verified invoices. Should a contestment result regarding quality, terms, etc., the thirty (30) days would appear after the matter has been cleared. Payment may be expedited by providing original invoices and/or certified copies of an original, should a copy be the only thing available. If a copy is used, certification must state "true, correct, and unpaid original invoice", and signed by an official of the company.
- B. The above stated terms of payment are the only terms which the Board will consider. Any bid submitted which does not comply with our stated terms will not be considered for award.

VII Insurance:

Once the bid is awarded, the successful bidder(s) shall provide a copy of a Certificate of Insurance naming the School board as an additional insured and must be sent to the Purchasing Department, Attention: Rhonda Williams. The policies of insurance shall be delivered within seven working days after notification of award.

Minimums included shall be:

- A. Worker's Compensation - per Alabama Statutes
- B. Comprehensive General Liability

Bodily Injury (including death) Property Damage and Personal Injury \$1,000,000 per person, \$2,000,000 per occurrence.

Umbrella Liability of \$5 million per occurrence.

Commercial Automobile liability insurance of \$1 million per person, \$3 million per occurrence.

X Indemnification:

The Contractor further agrees to indemnify and hold harmless, the Board, from all liability, loss, cost, damage, expenses or other obligations, including reasonable attorney's fees which may result from injury to or death of the Contractor's employees, agents and servants arising out of Contractor's obligations contained herein. The Contractor further agrees to indemnify and hold harmless, the Board, of from all fines, suites, claims, demands or actions of any kind or nature, by reason of the Contractor's actions associated with this agreement.

GENERAL SPECIFICATIONS
NEW FOOTBALL HELMETS, SHOULDER PADS AND RECONDITION SERVICES

TECHNICAL SPECIFICATIONS

1. TERMINOLOGY: Reconditioning: The term used in association with the replacement of football helmet and facemask parts, as well as the cleaning and sanitizing of football helmets.

Recertification: The process by which football helmets are given the status of approval per manufacturer's guidelines and the adopted most current NOCSAE (National Operating Committee on Standards for Athletic Equipment) for helmets for a football helmet to be recertified.

2. HELMETS:

NEW EQUIPMENT

ACCEPTABLE BRANDS/MODELS - The brands and models specified herein have been used extensively by the district and have been determined to best suit the needs of Mobile County Public Schools. Bidders must bid in accordance with NOCSAE (National Operating Committee on Standards for Athletic Equipment), as specified herein. Bid only on items as specified. Please state the make and model you are bidding on. Any item received which is not the brand name and number that is specified will be returned collect to shipper.

3. HELMET RECONDITIONING SERVICES:

ALL REPLACEMENT PARTS ARE TO BE (OEM) ORIGINAL EQUIPMENT MANUFACTURER PARTS.

The helmet reconditioning services includes:

Parts that are no longer working are taken out of the helmet and replaced with new, factory - authorized parts, in addition to the cleaning of used parts. This includes but is not limited to: buffing of shell, replacement of hardware, NOCSAE testing, removal and inspection of interior, size and recertification labels, removal of facemasks, and new warning labels. If replaced, the facemask must be replaced with (OEM) Parts.

The specifications to be used in bidding reconditioning of football helmets are:

A. Any helmet shell found to be unsuitable for play **must** be returned to the school.

B. Any components found to be unsuitable for play **must** be returned to the school.

C. Any rejected items **must** be returned to the school.

D. All documentation on the helmet inventory must be given to the school at the time reconditioning equipment is picked up and when reconditioning equipment is completed. A print out of all interior components replaced in each helmet must be provided to the school after reconditioning is complete.

4. SHOULDER PAD RECONDITIONING SERVICES

- A. Regular Reconditioning shall include cleaning and sanitizing on all pads.
- B. High End Reconditioning shall include cleaning, sanitizing, stitching, removing rusty hardware, adding new hardware as needed and installing NEW laces on all pads
- C. The successful vendor(s) shall furnish all labor, material, replacement parts, and equipment required to properly recondition shoulder pads, of various brands and styles, and related parts and accessories, in accordance with all applicable standards, including NOCSAE (National Operating Committee on Standards for Athletic Equipment), as specified herein.

5. FACTORY INSPECTION

The District recognizes occasionally equipment is rejected at the factory making it impossible to recondition. Rejected items must be returned to the school. Helmets to be reconditioned under this bid are under the manufacturer's warranty; therefore, if any helmet is rejected at the factory, it will be the awardees' responsibility to provide a replacement from the manufacturer of the rejected helmet in the same size, model, color, etc., as the defective helmet. If the model is no longer available, it shall be replaced with current model or equivalent of rejected helmets. There shall be no cost to the District for warranty replacement of rejected helmets. Replacement helmets must be delivered to the schools by the same reconditioned date, if possible.

6. RE-CONDITIONING WARRANTY

Awardees shall guarantee workmanship and/or materials to be free of defects under normal use and service for a period of one year from date of acceptance by the School District. Awardee shall bear the full obligation on cost of materials shipping cost and labor for repair and/or replacement during the warranty period.

7. HELMET/SHOULDER PAD WARRANTY

Any helmet under manufacturer's warranty (normally a 10 year helmet life, 5 year warranty for shells and 1 year warranty for interior parts) must be replaced during reconditioning, if found not suitable for use and unsafe, at no charge to the District. The individual schools shall maintain a record of helmet warranties.

- 8. All items bid must meet specifications. Items that do not meet specifications will not be considered.
- 9. Duplicate shipments received will be returned at vendor's expense.
- 10. In the event an item or items is received and it is later determined there is concealed damage when the item or items is unpacked, the item or items must be replaced by the vendor at no cost to the School Board.
- 11. The manufacturer's standard warranty must apply from the date of the delivery. The successful bidder shall fully guarantee all items furnished hereunder against defect in materials for the manufacturer's warranty period. Should any defect in material, except ordinary wear and tear, appear during the warranty period, the successful bidder shall repair or replace the same item at no cost to the School Board immediately upon notice. Most manufacturers carry Product Liability Insurance on the equipment they manufacture. With consideration for Warranty Terms, it is requested that the following information be included with your bid: Copies of manufacturer's protection warranties on helmets and shoulder pads. Failure to provide necessary information may result in your bid not being considered.

12. OTHER

The vendor shall be solely responsible for the insurance, damaged or missing liabilities of all football helmets and shoulder pads to be reconditioned, from the time they leave the school grounds until they are returned to the individual school.

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Prior, to any order, an authorized Purchase Order (PO) must be issued to vendor. No work is to be done without a PO. Orders shall be made on an as needed basis and orders shall normally be placed either after the Fall football season or after the Spring football practice season. All items to be reconditioned or repaired shall be picked up from, and delivered back to, each individual requesting school. The successful vendor(s) shall be solely responsible for proper equipment work completion (reconditioning/repair) and delivery. Vendor shall be capable of providing reconditioning services more than once per year, as requested at all school locations.

The successful vendor(s) shall provide, at no additional cost, an authorized representative to call on and visit each high school, or any other school that requests, within seventy-two (72) hours after notification from school. This representative shall be on-site and responsible for the visual inspection, recommendation for which items and what type of reconditioning shall be necessary, collecting, sorting and shipping out of all such equipment to be reconditioned. The representative shall also be on-site to coordinate the return shipment of reconditioned items assure they are delivered to the proper location, are the correct items and styles (including colors), and that all reconditioning and repairs are completed and returned as originally ordered, etc. All items returned shall be packaged to optimally protect the items during shipping and handling. The vendor (or the vendor's authorized representative) shall be held solely responsible for recommending which items and what type of repairs or reconditioning that are needed to maintain the proper certification (NOCSAE, etc.) for acceptable use. Failure to comply with this may result in contract cancellation and/or further action, including legal options.