



**INVITATION TO BID  
BID NO. 9816  
HELMET RECONDITIONING  
TROY SCHOOL DISTRICT**

The Troy School District will receive firm, sealed bids for furnishing Helmet Reconditioning for the 2015-16, 2016-17 and the 2017-8 school years.

Specifications and proposal forms can be obtained online at <http://www.troy.k12.mi.us>. From the main page click the "Business Services" tab listed under "Departments", then click "Purchasing" and scroll down to locate and access the bid document.

Your proposal, and one copy marked '**BID 9816 Helmet Reconditioning**' must be delivered no later than 10 a.m., Thursday, November 19, 2015, Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the bid specified, or the bid terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Thursday, November 12, 2015, at no other time prior to the bid opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: [PurchasingOffice@troy.k12.mi.us](mailto:PurchasingOffice@troy.k12.mi.us).

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department  
Troy School District  
Troy, MI 48083

## INSTRUCTIONS TO BIDDERS

### PROPOSALS

1. The Troy School District will receive firm, sealed bids for furnishing Helmet Reconditioning for the 2015-16, 2016-17 and the 2017-8 school years.
2. Proposals will be submitted only on the forms provided, will be enclosed in a sealed envelope marked with the name of the bidder, the title of the work with BID number and must be delivered to the Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083, no later than 10 a.m., Thursday, November 19, 2015, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail bids are invalid and will not receive consideration. Submit one original and one copy.
3. Proposals will be made in conformity with all the conditions set forth in the specifications. All items of furniture and equipment must conform to the specifications.
4. All questions regarding the bid specified, or the bid terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than noon, Thursday, November 12, 2015, at no other time prior to the bid opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: [PurchasingOffice@troy.k12.mi.us](mailto:PurchasingOffice@troy.k12.mi.us).
5. References in the specifications to any article, product, material, fixture, form or type of construction, etc., by proprietary name, manufacturer, make or catalog number will be interpreted as establishing a standard quality of design and will not be construed as limiting proposals.
6. The Troy Board of Education reserves the right to accept or reject any or all proposals either in whole or in part; to waive any irregularities and/or informalities; and in general to make awards or cancel this proposal, if deemed to be in the best interests of the owner.
7. A completed Familial Disclosure and an Iran Economic Sanctions form must be included with each proposal submitted or the proposal will not be accepted, please note these forms must be notarized.

### SCOPE

Troy School District is seeking a qualified contractor capable of performing football helmet and shoulder pad reconditioning in adherence of the NOCSA standards. Contractors will be asked to provide a technical proposal outline exact services provided and the methodology for repairs.

### TAXES

State and local sales and use taxes are not applicable and will not be included in the proposal.

### CONTRACT AWARD

The contract will be awarded in the form of PURCHASE ORDERS mailed to the Vendor(s) selected. It is the intent to award the bid on Tuesday, December 1, 2015 at the regular monthly meeting of the Board of Education.

WITHDRAWAL OF BIDS

Any bidder may withdraw their bid at any time prior to the scheduled time for receipt of bids. No proposal may be withdrawn until after 45 days after bid opening.

DELIVERY

All shipments will be F.O.B. delivered, Troy School District, Troy, Michigan 48098.

FIRM PRICING

Unit pricing will prevail when computing total quantity on bids. No price allowance or extra consideration on behalf of the bidder will subsequently be allowed by reason of error or oversight on the part of the bidder

WARRANTY

All material and equipment will be guaranteed to be free from defects in both workmanship and materials for no less than one year from date of receipt/installation. If manufacturer warranty exceeds this minimum requirement, the manufacturer warranty will prevail. Any item(s) found to be defective will be replaced or repaired within seven working days at Vendor(s) expense.

PERMITS

All necessary permits, tests, inspections and approvals will be procured by the contractor(s) and will be included in the proposal.

PAYMENTS

Payment in full will be due and payable within thirty days after delivery, providing all goods are approved and accepted by the Board of Education and the contract having been fully performed.

GENERAL CONDITIONS

Contract will only be awarded to a firm that can comply with original manufacturer's suggested warranty procedures; this includes servicing all helmets under warranty and restoring them to new standards at no additional charge for this service.

It should be clearly understood that a low price proposal is not the sole criteria upon which Troy School District will predicate its selection to make an award. There are other factors that will be taken into consideration. Therefore, the school board advises all potential bidders to take notice and be aware that it reserves this right for itself. Troy School District reserves the right to reject any and all proposals, which, at the sole discretion of the district, are deemed to be not in the best interest of the district.

INSURANCE

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of work hereunder by the contractor, his agents, representatives, employees or subcontractors. The Contractor shall provide Troy School District with original Certificates of Insurance and endorsements for all coverage and renewals. The certificates and endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf.

The vendor shall secure, pay the premium for, and keep in force until the expiration of the contract, adequate insurance. Such insurance must specifically include product liability for the work or services performed by contractor under this contract.

The vendor will be required to provide a copy of Product Liability Insurance of not less than \$10,000,000.00 naming Troy School District as additional insured. Vendor shall at all times hold and save harmless Troy School District against any and all suits, claims, costs, charges, and expenses by reason of any damages or claims for damages arising from those actions or negligence of the contractor, his agents, representatives or employees.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by Troy School District. If a deductible or self-insured retention exists, the contractor must provide the acceptable evidence of financial responsibility. In addition, they must present a list of claims in progress and status of such claims.

All football protective equipment that is sent to the successful bidder will be reconditioned according to the standards set forth by NOCSAI.

The successful bidder agrees to perform the following:

- 1 Helmets cleaned, buffed, polished or painted
- 2 All worn, broken or missing parts will be replaced on helmets (parts replaced will be manufacturer's original parts)
- 3 Cages cleaned and replaced as needed
- 4 New hardware replaced on all helmets
- 5 Warning labels and size labels will be installed on all helmets
- 6 An age, model inventory included for all helmets
- 7 Shoulder pads cleaned and repaired as needed
- 8 A minimum \$10,000,000 liability insurance coverage
- 9 Provide an itemized list of all parts replaced.
- 10 All enclosed chin straps cleaned

Estimated Inventory for shoulders pads is about **200** for reconditioning and the helmets is listed below:

<b>Athens High School</b>	<b>100</b> Helmets
<b>Troy High School</b>	<b>100</b> Helmets
<b>Baker Middle School</b>	<b>50</b> Helmets
<b>Boulan Park Middle School</b>	<b>50</b> Helmets
<b>Larson Middle School</b>	<b>50</b> Helmets
<b>Smith Middle School</b>	<b>50</b> Helmets

Equipment will be picked up within two weeks of being contacted by the Districts Athletic Department. All equipment will be taken out of the buildings by the successful bidder. All equipment will be returned to each school, within six weeks of pick up, unless otherwise agreed upon mutual agreement of school administration and successful bidder.

All prices, per helmet and shoulder pad, of this agreement will be fixed for **three years**. The number of helmets and shoulder pads to be sent out for reconditioning in 2015-16, 2016-17 and the 2017 school years will be based on the recommendation of the contractor subject to approval of the Troy School District.

***Special Note: Coaches will be responsible for SEPARATE ordering of chin straps, helmet pads and face masks. Do not include costs for these items in your bid.***

All bidders are required to inspect the equipment prior to submitting the bid and clearly state their estimates of shoulder pads and helmets to be reconditioned. Inspection appointments are made through the office of Mike Jolly, Troy School District Director of Athletics at 248-823-5153.



**DUE:** 10:00 a.m., Thursday, November 9, 2015  
**PROPOSAL:** BID 9816 Helmet Reconditioning

		<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
	<b>Football Helmets</b>			
	<b>Shoulder Pads</b>			

**Acceptance of Proposal**

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME \_\_\_\_\_

BUSINESS ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

BY (SIGNATURE) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

**SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT**

All Vendor/Contractor(s) submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the vendor submitting a proposal and any member of the Troy School Board or the Troy School Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The members of Troy School Board are: Nancy Philippart, Todd Miletti, Paula Fleming, Ida Edmunds, Wendy Underwood, Gary Hauff and Karl Schmidt. The Troy Schools Superintendent is Dr. Rich Machesky.

**The following are the familial relationship(s):**

	<b><u>Owner/Employee Name</u></b>	<b><u>Related to:</u></b>	<b><u>Relationship</u></b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

Attach additional pages if necessary to disclose familial relationships.

**There is no familial relationship that exists** between the owner or key employee of the Vendor/Contractor(s) submitting a proposal and any member of the Troy School Board, or the Troy Schools Superintendent.

INDIVIDUAL/FIRM NAME \_\_\_\_\_

BY (SIGNATURE) \_\_\_\_\_

PRINTED NAME AND TITLE \_\_\_\_\_

Subscribed and sworn before me, this \_\_\_\_\_

Seal:

day of \_\_\_\_\_, 20 \_\_\_\_, a Notary Public

in and for \_\_\_\_\_ County, \_\_\_\_\_

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

NOTARY PUBLIC

My Commission expires \_\_\_\_\_

**CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT**

Michigan Public Act No. 517 of 2012

The undersigned, the owner, or authorized officer of the below-named Company, pursuant to the compliance certification requirement provided in Troy School District’s Proposal, hereby certifies, represents, and warrants that the Company and its officers, directors and employees, is not an “Iran Linked Business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event the Company is awarded a contract by Troy School District as a result of the aforementioned proposal, the Company is not and will not become an “Iran Linked Business” at any time during the course of performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of Troy School District’s investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date the it is determined that the person has submitted the false certification.

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NAME OF COMPANY

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NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

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SIGNATURE

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DATE