SALT LAKE CITY SCHOOL DISTRICT CONTRACT

1. CONTRACTING PARTIES: This contract is between the Salt Lake City School District:
   Department Name: All District Schools  Department Location Code: (varies), and the following Contractor:

   **Riddell / All American**
   Name ______________________________
   7501 Performance Lane
   Address ______________________________
   NORTH RIDGEVILLE OH 44039
   City State Zip

   Contact Person: Scottie Bryant  Phone #: 440-353-8601  Email: sbryant@riddellhomes.com

2. GENERAL PURPOSE OF THIS CONTRACT: The general purpose of this term cooperative contract is to provide Football Helmet Reconditioning for various school districts throughout the State of Utah per the specifications, terms and conditions contain herein.

3. PROCUREMENT: This contract is entered into as a result of the procurement process - Solicitation # AR1942-EHR.

4. CONTRACT PERIOD: Effective Date: June 1, 2019; Termination Date: May 31, 2024 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options: None

5. CONTRACT COSTS: This is a Requirements Contract as defined in Utah Code 63G-6a-103(75). CONTRACTOR will be paid for specific supplies/services provided at prices specified in the contract during the contract period. Prompt Payment Discount: 1% / 10. Additional information regarding pricing is listed on Attachment C.

   ATTACHMENT B: Scope of Work
   ATTACHMENT C: Pricing Sheet and Vendor's Information
   Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.

8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Signature ________________________________  Date 5/23/19

Scottie Bryant  Bid Coordinator

SALT LAKE CITY SCHOOL DISTRICT

Signature ________________________________  Date 6/3/2019

Janet Roberts  District Business Administrator (or designee)

District Contact Person: Adrian Rager  Telephone Number: (801) 576-8564  Fax Number: (801) 576-8375  Email: adriac.rager@slcschools.org
ATTACHMENT A: SALT LAKE CITY SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. DEFINITIONS: The following terms shall have the meanings set forth below:
   a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) "Contract Signature Page(s)" means the Contract cover page(s) that the District and Contractor signed.
   d) "Contractor" means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) "District" means the Salt Lake City School District.
   f) "Procurement Item" means a supply, a service, construction, or technology that Contractor is required to deliver to the District under this Contract.
   g) "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the District's Solicitation.
   h) "Solicitation" means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   j) "Subcontractors" means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.

2. GOVERNING LAW AND VENUE: This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. DRUG-FREE WORKPLACE: Contractor agrees to abide by the District's drug-free workplace policies while on the District's premises. The District will provide Contractor with a copy of these written drug-free workplace policies upon request.

4. CODE OF CONDUCT: If Contractor is working at facilities controlled or owned by the District, Contractor agrees to follow and enforce the District's applicable code of conduct.

5. LAWS AND REGULATIONS: At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.

6. RECORDS ADMINISTRATION: Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the District to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, District staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.

7. PERMITS: If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.

8. CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM": The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.
   a) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   b) Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
   c) Contractor's failure to comply with this section will be considered a material breach of this Contract.

9. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of the District, unless disclosure has been made to the District.

10. INDEPENDENT CONTRACTOR: Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.
11. CONTRACTOR RESPONSIBILITY: Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the District under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.

12. INDEMNITY: Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the District and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the District. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property of the District.

13. EMPLOYMENT PRACTICES: Contractor agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

14. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if identified elsewhere in this Contract.

15. DEBARMENT: Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

16. TERMINATION: Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon thirty (30) days written termination notice being given to the other party. The District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the District be liable to the Contractor for compensation for any Good neither requested nor accepted by the District. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

17. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW: Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) a change in available funds affects the District's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the District will reimburse Contractor for the Procurement Item(s) properly ordered and/or Services properly performed until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

18. SALES TAX EXEMPTION: The Procurement Item(s) under this Contract will be paid for from the District's funds and used in the exercise of the District's essential functions as a State of Utah entity. Upon request, the District will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the District's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.

19. WARRANTY OF PROCUREMENT ITEM(S): Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the District under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

Remedies available to the District under this section include, but are not limited to, the following: Contractor will repair or replace Procurement Item(s) at no charge to the District within ten (10) days of any written notification informing Contractor of the Goods not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the District may otherwise have under this Contract.

20. INSURANCE: Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars ($1,000,000.00) per occurrence and three million dollars ($3,000,000.00) aggregate. Contractor also agrees to maintain
any other insurance policies required in the Solicitation. Contractor shall provide proof of the general liability insurance policy and other required insurance policies to the District within thirty (30) days of contract award. Contractor must add the District as an additional insured with notice of cancellation. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

21. **WORKERS' COMPENSATION INSURANCE**: Contractor shall maintain workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.

22. **PUBLIC INFORMATION**: Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah’s Government Records Access and Management Act (GRAMA). Contractor gives the District and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the District Purchasing Department, Contractor also agrees that the Contractor’s Response will be a public document, and copies may be given to the public as permitted under GRAMA. The District and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

23. **DELIVERY**: All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

24. **ACCEPTANCE AND REJECTION**: The District shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the District.

If Contractor delivers nonconforming Procurement Item(s), the District may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s); or (iii) obtain replacement Procurement Item(s) from another source, subject to Contractor being responsible for any cover costs. Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the District to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

25. **INVOICING**: Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the District. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The District has the right to adjust or return any invoice reflecting incorrect pricing.

26. **PAYMENT**: Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District’s Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District and the State of Utah from all claims and all liability to the Contractor. The District’s payment for the Procurement Item(s) and/or Services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the District or the State of Utah may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.

27. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY**: Contractor will indemnify and hold the District and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District or the State of Utah for infringement of a third party’s copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

28. **OWNERSHIP IN INTELLECTUAL PROPERTY**: The District and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.

29. **ASSIGNMENT**: Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District.

30. **REMEDIES**: Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The District may issue a written notice of delay providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor’s liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the District or the State of Utah; or (v) demand a full refund of any payment that the District has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.
31. **FORCE MAJEURE**: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party’s reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.

32. **CONFIDENTIALITY**: If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information. Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District and the State of Utah, including anyone for whom the District or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable. Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

33. **PUBLICITY**: Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District’s sole discretion whether to grant approval. Any approval must be in writing.

34. **WORK ON DISTRICT PREMISES**: Contractor shall ensure that personnel working on District premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The District may remove any individual for a violation hereunder.

35. **WAIVER**: A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

36. **SUSPENSION OF WORK**: Should circumstances arise which would cause the District to suspend Contractor’s responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor’s responsibilities may be reinstated upon advance formal written notice from the District.

37. **CHANGES IN SCOPE**: Any changes in the scope of the services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of services.

38. **PROCUREMENT ETHICS**: Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

39. **ATTORNEY’S FEES**: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney’s fees incurred in connection with such action.

40. **TRAVEL COSTS**: If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Services under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.

41. **DISPUTE RESOLUTION**: Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The District, after consultation with Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.

42. **ORDER OF PRECEDENCE**: In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the District’s additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor’s terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

43. **SURVIVAL OF TERMS**: Termination or expiration of this Contract shall not extinguish or prejudice the District’s right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

44. **SEVERABILITY**: The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS**: Contractor shall not be responsible for any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

46. **ENTIRE AGREEMENT**: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

*Revised December 20, 2016*
SCOPE OF WORK
FOOTBALL HELMET RECONDITIONING
Contract # AR1942-EHR-1, Riddell

THIS SCOPE OF WORK IS FROM SECTION 3 OF THE ORIGINAL INVITATION FOR BID # AR1942-EHR

1.1 Contract Dates

Upon mutual agreement between the SLCSD, on behalf of EdPAC, and the awarded suppliers, the start date for the contract shall be May 15, 2019 and shall terminate on May 1, 2024. The contract document will consist of a cover page, the detailed scope of work from this solicitation, and the appropriate attachments contained in this solicitation.

1.2 Minimum Requirements

The following are considered minimum requirements for performance under this contract:

1. Supplier shall have a certification for football helmet reconditioning with the National Operating Committee on Standards for Athletic Equipment (NOCSAE) and/or the National Athletic Equipment Reconditioning Association (NAERA).

2. Supplier shall provide liability insurance as required in clause 20 of Attachment A, SLCSD Standard Terms and Conditions for Goods and Services.

3. Supplier shall have the ability to service at least one helmet brand owned by each participating school district. Helmet brands currently in use in the state include Rawlings, Riddell, Schutt, Xenith and Vicis. A check list can be found on Attachment E, Helmet Estimates and Checklist.

4. Supplier shall use only OEM parts for each brand of helmet being reconditioned as not to void any manufacturer warranty.

5. All helmets shall be cleaned, sanitized, buffed and polished.

6. Additional services needed for individual helmets are to be pre-approved by each coach and/or purchasing agent for each ordering entity.

1.3 Helmet Details (By School District)

Participation by each school and school district is voluntary. Actual quantities will be contingent upon the total number of schools and school districts that decide to make a purchase pursuant to the contract. Potential ordering entities shall be from a school district identified on Attachment D.
1.4 Failure to Provide Product or Services

If the supplier fails to provide products as ordered by the ordering entity, the ordering entity reserves the right to cancel all or part of the order. Failure to provide product or services, or if product, service or future pricing is found to be unsatisfactory, the SLCSD reserves the right to rebid these services any time during the contract period.

1.5 LENGTH OF CONTRACT AND PRICE ADJUSTMENTS

A. The term of the contract will be for a period of five (5) years. The contract may be terminated without cause by mutual agreement of the parties. See General Terms and Conditions (Attachment A) for specifics on contract termination. All provisions of the contract must be in compliance with established State and Local laws, ordinances, and rules of the State of Utah and its political subdivisions.

B. All pricing must be guaranteed for 1 year. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the SLCSD Purchasing Manager.

1.6 List of Attachments

This contract shall include all of the following documents:

Attachment A – SLCSD Standard Terms and Conditions
Attachment B – Detailed Scope of Work (from this IFB document)
Attachment C - Price Sheet & Vendor Information

1.7 Price Schedule

The pricing for this contract is the bid prices submitted by the vendor on Attachment C, Price Sheet. Prices shall include:

A. A base price for adult helmet processing that includes all parts that may be needed, including freight, with no replacement or re-dipping of facemask/cages.

B. A base price for adult helmet processing including all parts that may be needed, including freight, with repainting or re-dipping of facemask/cages.

C. Base Price for adult helmet processing including all parts that may be needed, including freight, with new facemask/cages for the models identified on Attachment C.

D. Additional components for adult helmets as identified on Attachment C.

E. Paint for individual helmets or all school helmets as required.

F. Discount from List Price for any additional parts or services not covered elsewhere.

G. Typical lead time for the reconditioning process (in number of days)

The parts price lists submitted by the vendor is also considered a part of Attachment C, Price Sheet.
PRICE SHEET and Vendor's Info

A. Price for helmet processing that includes all parts that may be needed, including freight, with no replacement or re-dipping of facemask/cages.

- Adult Helmet $38.99
- Youth Helmet $31.99

B. A base price for helmet processing including all parts that may be needed, including freight, with repainting or re-dipping of facemask/cages.

- Adult Helmet $38.99
- Youth Helmet $38.99

C. Base Price for adult helmet processing including all parts that may be needed, including freight, with new facemask/cages for the models identified on Attachment C.

- Riddell Revolution $60.99
- Schutt DNA $77.99
- Riddell Revolution Speed $66.99
- Schutt ION $77.99
- Riddell Speed Flex $66.99
- Rawlings $NO BID
- Xenith $86.25
- Vicis $NO BID
- Other: mmm $

D. Additional components for adult helmets as identified on Attachment C

<table>
<thead>
<tr>
<th>Helmets</th>
<th>Pads</th>
<th>Helmet Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recertification</td>
<td>Base (for recertification)</td>
<td>Tops $29.95</td>
</tr>
<tr>
<td>$39.25</td>
<td>$13.00</td>
<td></td>
</tr>
<tr>
<td>Bags &amp; Shipping</td>
<td>Caps</td>
<td>Pockets $11.50</td>
</tr>
<tr>
<td>$4.00</td>
<td>$9.70</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Nose Bumpers $5.00</td>
</tr>
</tbody>
</table>

E. Paint for individual helmets or all school helmets as required. $10.75***

F. Paint per helmet if all school helmets need to be repainted due to school color change $10.75
G. 10% Discount from List Price for any additional parts or services not listed above that may be needed for individual helmets after evaluation. *

* (Please include a copy of current manufacturer's parts price list with your bid response.)

H. Typical lead time for the reconditioning process 70 (in number of days)
# HELMET ESTIMATES AND CHECKLIST

## Helmet Estimates by School District

*(Estimates Only)*

<table>
<thead>
<tr>
<th>School District</th>
<th>Number of High Schools</th>
<th>Approximate Number of Helmets</th>
<th>On Rotation? (Yes or No)</th>
<th>Rawlings</th>
<th>Riddell</th>
<th>Schutt</th>
<th>Xenith</th>
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## Helmet CheckList

Vendor—please mark with an "X" under "Yes" or "No" for each helmet for which you are certified and qualified to repair/recondition.

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<td>☐</td>
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<tr>
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<tr>
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<td>☑</td>
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</tr>
<tr>
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Exceptions Page

Prices in Line Items A and B does not include Freight.
Also, all paint upcharges apply.
Riddell does not re-dip. If school wants their facemasks re-dipped,
you must remove them and get them re-dipped themselves.
February 15, 2017

Riddell Sales Force:

As you know, Riddell has a long history of working closely with organizations to assist with equipment purchasing and maintenance decisions. Given recent updates to standards and the emergence of more advanced helmet technology, it is increasingly important for you to work with your customers to carefully manage their equipment inventory and help them transition equipment from their supply as it ages. No helmet is eligible for recertification if it is 10 years or older.

As you know, the National Operating Committee on Standards for Athletic Equipment (NOCSAE) publishes standards for many team athletic helmets. Riddell wants to make you aware of an important update to the NOCSAE helmet standard impacting helmet recertification. Following NOCSAE’s January 27, 2017 board meeting, any helmet manufactured from that point forward is subject to new conditions that effectively require that football helmets be recertified minimally every other year in accordance with manufacturers’ warranty validation requirements to remain NOCSAE certified. Football helmets must be certified to meet the NOCSAE standard to be eligible for play at all levels of the game.

Specifically, the standard reads as follows:

“Helmets intended to be recertified shall have a recertification interval provided by the manufacturer. Certification life is limited to this time period. Helments not recertified during the stated interval shall no longer be certified. Recertification interval required for warranty validation shall satisfy this requirement.”

Reference: NOCSAE Document ND001-15m17, Section 6.1.1

You can find all of NOCSAE’s standards at www.NOCSAE.org.

As a result, helmets (football, lacrosse, baseball and softball) manufactured for the 2017 playing season will require recertification to keep the NOCSAE certification valid (assuming the manufacturer allows recertification). Currently, Riddell (along with all other football helmet manufacturers) recommends annual recertification, but requires recertification every two years to keep the manufacturer warranty valid.

While we do not believe this updated standard will dramatically affect the majority of high schools and colleges (who recondition the majority of their football helmets annually), it has the potential to impact youth programs that do not recertify football helmets at a minimum of every two years. They will now be required to recondition their football helmets at least every two years.

We encourage you to discuss this update with your organizations to assist them in planning for their future helmet purchases and reconditioning needs.
Reconditioning Customer,

You may have seen in recent communications, a new policy by the National Athletic Equipment Reconditioners Association (NAERA) stating that any football helmet over ten years of age will no longer be eligible for reconditioning and recertification. This change has been in effect since the 2011 football season closed. It is critical that you know the age of your helmet inventory to help manage your future purchases.

The National Operating Committee on Standards for Athletic Equipment (NOCSAE) requires that Riddell and all manufacturers of NOCSAE certified helmets apply a date of manufacture mark—usually on the inside of the helmet and often covered by interior components. As a proactive measure, Riddell will place an external label indicating the age of the helmet on every new Riddell football helmet and every helmet that we recondition and recertify—regardless of manufacturer. We are committed to ensuring that administrators, coaches, parents and players are fully aware of where they stand with each helmet.

As the new NAERA policy goes into effect, it is important that you take the steps to update your helmets that may be affected by the new helmet reconditioning guidelines.

Following these new standards, you can ensure that your athletic equipment continues to meet the performance standards that you expect. These new measures will not prevent all injuries, but they will ensure that every athlete is issued clean, sanitized, inspected and repaired equipment, and in the case of helmets, recertified to the NOCSAE performance standard. By purchasing modern helmets and with annual recertification, you will have taken the steps to ensure that your student athlete is protected by helmets that meet the best available standards.

The following is from the Riddell press release dated January 4, 2012:

"It is important for schools to know the age of their helmets and recondition them each year to protect athletes," said Dan Arment, president of Riddell Sports. "Our new system helps coaches and parents easily determine the age of a player’s helmet."

This initiative is supported by Chairman Inez Tenenbaum of the U.S. Consumer Product Safety Commission (CPSC), which works to improve the safety of thousands of consumer products under its jurisdiction. "I applaud Riddell for stepping forward and empowering parents, players, and coaches with information that could prevent injuries on the football field," said CPSC Chairman Tenenbaum. "I am also very encouraged that other helmet manufacturers have responded to my call that this become an industry standard, as quickly as possible. Every parent, player, and coach should be able to look at the back of any helmet and instantly know whether that helmet might still be eligible for use."

The initial season of use/maximum life label is now in effect for the upcoming 2012 football season for all new Riddell helmets and reconditioned helmets. For more information, visit www.riddell.com....
November 1, 2018

To Whom It May Concern:

All NAERA (National Athletic Equipment Reconditioners Association) members are licensed by NOCSAE (National Operating Committee on Standards for Athletic Equipment) to recertify all helmet brands.

All NAERA members follow strict guidelines for reconditioning of athletic equipment.

Sincerely,

Tony Beam

Tony Beam, BA, E.S., CAA
Executive Director, NAERA
Board Member, NOCSAE

tbeam.naera@gmail.com
(717) 317-2143
323 Chesterfield Drive
Palmyra, PA 17078
Riddell Standard Helmet Reconditioning Steps
December 1, 2016

Step 1 - Schedule
Contracts are reviewed for return instructions and credit and P.O. Approval. Contracts are then analyzed by production supervisor who will indicate instructions as required on the helmet recap prepared for each job.

Step 2 - Open
All bags are opened and a count and condition report is prepared. Counts are verified with production copy of original contract. Job is assigned a production number. Helmets are marked with customer number and style of face mask. Chin straps, jaw pads and other accessories are removed and placed in numbered poly bag. Counts are verified and job released for production providing no major problems. Job is put on hold in the event problems are discovered. Customer or salesman notified of problem.

Step 3 - Remove Cages
Cages are removed from all helmets at a station we call R & R #3. Cages are removed using an air screwdriver, end cutter, or air powered cutter. Cages are tied together and tagged for identification.

Step 4 - Shell Preparation
Contract is reviewed and shells prepared accordingly. Helmets are buffed to remove decals and then finish buffed if not painted. Obvious rejects are marked.

Step 5 - Cleaning and Sanitation
Helmets are steam cleaned in high pressure helmet washer.

Step 6 - Drying Room
Helmets are stored overnight until dry.

Step 7 - Helmet Repair
Helmets are individually inspected and tested for proper response and air leaks. Factory helmet recap is completed listing the model and age of all helmets recertified. Rejects are also categorized by model and year. Sizes of rejects is also noted on recap. Reject shells are marked with the year of manufacture and obvious cracks are marked. New parts are added to helmets as required and recorded on recap.

Step 8 - NOCSAE Drop Testing
Helmets are randomly selected for NOCSAE drop testing. Helmets selected will be tested both before and after reconditioning. Helmets are tested to the NOCSAE Recertification standard.

Step 9 - Helmet Wax / Wrap
Helmets are either wrapped for painting or waxed depending on contract instructions.

Step 10 - Helmet Painting
Helmets are painted per instructions on contract.

Step 11 - Reinstallation of Cages
Customer's good used cages are installed on helmets. New cages are added to job per instructions on contract and recap.

Step 12 - Helmet Finishing
Customer's good used chin straps and jaw pads are installed and new added per instructions on contract. New items added are marked on helmet recap. Recertification label is attached to the inside of helmets recertified. Additionally warning labels are installed on the outside of the shell and replaced on the inside if required. Helmet quality check list is completed with employee signing the bottom of the check list.

Step 13 - Packing
Helmets are wrapped in plastic bag and packed for shipping as required on contract. Packing list is completed indicating what was placed in each carton. The quality check list is reviewed for any omissions and employee signs the bottom.
Riddell Standard Shoulder Pad Reconditioning Steps
December 1, 2016

Step 1 - Schedule
Contracts are reviewed for return instructions and credit and P.O. Approval. Contracts are then analyzed by production supervisor who will indicate instructions as required on the shoulder pad recap prepared for each job.

Step 2 - Open
All bags are opened and a count and condition report is prepared. Counts are verified with production copy of original contract. Job is assigned a production number. Shoulder Pads are marked with customer account number. Accessories are removed and placed in numbered pin bag. Tape and obvious bad elastic is removed prior to washing. Counts are verified and job released for production providing no major problems. Job is put on hold in the event problems are discovered. Customer or salesman notified of problem.

Step 3 - Cleaning and Sanitation
Shoulder Pads are sorted by color and style before loading into washer. Air Management Shoulder Pads (Power for example) are cleaned using lower water levels, lower temperatures, and shorter cycle times. Refer to laundry instructions for detailed instructions.

Step 4 - Drying Room
Shoulder Pads are put in specially designed drying area. Temperatures are increased and air is blown over pads until dry. Standard Shoulder Pads generally take 24 hours to dry and Air Management Shoulder Pads can take up to 48 hours before moisture is removed.

Step 5 - Inspection
Shoulder Pads are evaluated to determine if they can be reconditioned. Custom or non stock flaps or caps are identified and ordered. Pads rejected are marked with the reason circled if obvious. Generally there are two reasons for reject:

1) Crack in Arch
2) Overall condition does not merit cost of repair

Step 6 - Repair / Replacement Flaps and Caps
Flaps, caps, cap pockets, stays, snubbers, springs, belts, and deltoids are reattached or replaced as necessary. Rivets are replaced using Power rivets were appropriate. Accessory items (neck rolls, back plates, rib protectors, etc.) are checked and repaired as necessary. Velcro is checked and replaced as required.

Step 7 - Installation / Repair of Necks and Bindings
Necks are replaced as required using premium Power necks where appropriate. Bindings are repaired or replaced as necessary. Air Management Shoulder Pads receive special attention and require binding material designed for use with Power or other Air Management Shoulder Pads.

Step 8 - Finishing
Shoulder Pads are given final inspection and labels added as instructed. Elastics and hardware are replaced as necessary and new faces installed.

Step 9 - Packing
Packing list is completed indicating what was placed in each carton. The quality check list is reviewed for any omissions and employee signs the bottom. Final inspection by shipper who is trained to notice any repairs or accessories missed during the process.
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### Helmet Components

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**WARNING:** NO HELMET CAN PREVENT SERIOUS HEAD OR NECK INJURIES. A PLAYER MIGHT RECEIVE WHILE PARTICIPATING IN FOOTBALL. DO NOT USE ONE HELMET TO TEST, DEMO OR LEARN TO WEAR. Contact your coach or head athletic trainer for more information. Contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information. To reduce the risk of catastrophic head injury which can happen from an impact and death from an impact, contact your coach or head athletic trainer for more information.