

Johnna Smarr, Acting Director

Office of Purchasing and Supply Services Facilities Administration Building 13300 Old Marlboro Pike, Room 20 Upper Marlboro, MD 20772 301-952-6560 Fax: 301-952-6605

NOTICE OF CONTRACT AWARD



February 3, 2020

Playcore Wisconsin Inc. dba GameTime c/o Cunningham Recreation PO Box 240981 Charlotte, NC 28224 Email: steve@cunninghamrec.com Phone: 410.610.3466 Susan Windsor Telephone: 301.952.6560 Fax: 301.952.6700 Email: <u>susan.windsor@pgcps.org</u>

SUBJECT: US Communities Rider Contract 2017001134 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services at John Hanson Montessori School, Quote #150051-01-02

Playcore Wisconsin Inc. dba GameTime c/o Cunningham Recreation has been selected as the vendor to provide services in accordance with the above-mentioned US Communities Rider Contract 2017001134 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board with an expedited means of procuring supplies and/or services at the lowest cost. This contract is for the convenience of the Board and is considered by the Purchasing Department to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular Brand, in any groups, prices or discount ranges, but reserves the right to purchase any item/items listed in the price schedule submitted.

Until the contract is signed by **Playcore Wisconsin Inc. dba GameTime c/o Cunningham Recreation** and the BOARD, authorization for commence to service sites on behalf of the contract is forbidden. Please sign below and return all documents to the PURCHASING OFFICE within Ten (10) business days. Failure to sign the contract award and return <u>all</u> required documents within the specified time, shall rule your offer null and void and, therefore, award shall be made to the next low responsive bidder.

#### PERFORMANCE/PAYMENT BOND - N/A

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of \$0.00 made in favor of the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD WITHIN TEN (10) DAYS.

The bond, cashiers or certified check must be made in favor of the **BOARD OF EDUCATION OF PRINCE** GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND 20772-9983.

#### **CONTRACT TERM**

The term of the contract will be from date of award until project completion.

### CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$53,439.53

#### Notice of Award Rider: US Communities 2017001134

#### **OPTION TO RENEW CONTRACT - N/A**

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of renewal shall not exceed renewal periods.

#### THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE

**DELIVERIES** at this time. Commence service/work/deliveries only after receipt of a **Purchase Order** signed by the Purchasing Agent.

#### **INSURANCE**

A Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983, must be submitted to the PURCHASING OFFICE with the returned signed NOTICE OF AWARD within ten (10) business days. The certificate should reference the Solicitation Number as shown herein. It will be the responsibility of the contractor to ensure that a current Certificate of Insurance is on file in the Purchasing Office during the entire period of the contract.

#### LIQUIDATED DAMAGES/FAILURE TO PERFORM WORK

The successful Awardee accepts this contract with the understanding that should they fail to complete the work in an acceptable manner and in the time stated, shall be subject to the payment of liquidated damages as stated in the solicitation documents.

### AVAILABILITY OF FUNDS

The contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of such articles. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual Board appropriations for the fiscal year(s) involved.

#### FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS

#### **Employees Having Direct Contact with and/or Uncontrolled Access to Students:**

- A. Any and all current and future employees of the Vendor who have direct contact with students must have a fingerprinting criminal background check conducted by the Maryland Criminal Justice Information System (CJIS) and the FBI, a Child Protective Services clearance conducted by the Prince George's County Department of Social Services, and complete the SafeSchools training module – *Prince George's County Child Abuse: Mandatory Reporting* and any other required training as appropriate.
- B. All background checks must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involved PGCPS students. The background checks must be completed by the Fingerprinting Office in the Sasscer Administrative Building or by the PGCPS satellite fingerprinting offices located in Prince George's County. No person may begin working in PGCPS until 15 days after completing the background clearance process (fingerprint and CPS) and required online training through SafeSchools.
- C. Prior to initiating any work at a school building, current and future employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and instructors of the Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.

#### **RESTRICTIONS ON EMPLOYEE ASSIGNMENTS**

Vendors are prohibited from assigning the following persons from working at a PGCPS location:

Playcore Wisconsin Inc. dba GameTime

#### Notice of Award Rider: US Communities 2017001134

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offence under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- C. Individuals identified as an alleged abuse or neglector following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

#### VENDOR RESPONSIBILITIES

- A. The Vendor agrees to provide the designated PGCPS representative with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. All correspondence should include the following information as applicable:
  - i. title of the project
  - ii. school/office
  - iii. solicitation number
  - iv. contract number; and
  - v. PGCPS representative/project manager

#### PERSONALLY IDENTIFIABLE INFORMATION (PII)

**Personally Identifiable Information** includes any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

### Playcore Wisconsin Inc. dba GameTime

### Notice of Award Rider: US Communities 2017001134

This notice of award, plus the solicitation, your offer and any pertinent documents will constitute the entire contract after acceptance by your firm and the BOARD. Please refer to **US Communities 2017001134** for all applicable terms and conditions.

CCEPTED BY FOR THE FIRM:	FOR THE BOARD OF EDUCATION:
<u> 2/5/</u>	2020 Man Do Oli Con alulaa
IGNATURE DAT	
lint T. Whiteside	Johnna Smarr
AME	NAME:
ales Administration Project Manager ITLE	Acting Director, Purchasing & Supply Services TITLE
ayCore Wisconsin Inc. dba GameTime c/o Cunningham Recre IRM	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772
	SIGNATURE D'ATE
	Mark Fossett NAME:
	Associate Superintendent for Supporting Services TITLE
	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772
	Do 1 1 - 6 2/12/20.
	SIGNATURE DATE
	Barry Stanton NAME:
	Chief Operating Officer TITLE
	FOR THE BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY UPPER MARLBORO, MARYLAND 20772

Playcore Wisconsin Inc. dba GameTime

### Notice of Award Rider: US Communities 2017001134

## **CONTRACT PRICING**

Quote #150051-01-02 Attached



Playcore Wisconsin Inc. dba Game Time do Cunningham Recreation PO Box 240981 Charlotte, NC 28224 800.438.2780 704.525.7366 FAX

01/03/2020 Quote #150051-01-02

## PGCPS: John Hanson Montessori School - Pre-K Play Area with Shade

Qly		Description	List \$	% Disc.	Selling \$	Ext. Selling
1	INSTAL	- MISC - Install GameTime Play Structures (>\$15,000.00)-			\$6,678.36	\$6,678.3
	•	<ul> <li>List Price: \$18,551.00</li> <li>OMNIA Install Cost (36%): \$6,678.36</li> </ul>				, ,
1	5062	GameTime - Discover Cave W/Primary Grips Custom - [Roto Plastic: (BJ) Gray - Champagne] [Uni Plastic: (DG) Deep Granite]	\$4,048.00	16.00	\$3,400.32	\$3,400.3
1	564	GameTime - Curved Balance Beam Custom - [Basic: (Q) Butterscotch]	\$771.00	16,00	\$647.64	\$647.64
2	28009	GameTime - 6' P/S Bench W/Back Inground Custom - [Basic: (BY) Burgundy] [Coated Site: (BL) Blue]	\$685,00	3.00	\$664.45	\$1,328.90
1	INSTALL	MISC - Install GameTime Freestanding Events (>\$15,000.00)-			\$2,351.82	\$2,351,82
		<ul> <li>List Price: \$6,189.00</li> <li>OMNIA Install Cost (38%): \$2,351.82</li> </ul>				- -
1	178749	Game Time - Owner's Kit	·.		\$58.00	
		SHADE STRUCTURE:			400.00	\$58.00
1	QR1075	GT-Shade - RD242610IG 10' IN-GE-Rec Shade Custom - [Basic: (Q) Butterscotch] [Fabric 1: (Z6) Sky]	\$6,523.00	3.00	\$6,327.31	\$6,327.31
	3680	GT-Shade - Sealed Drawings			\$600.00	\$600.00
	INSTALL	MISC - Install Shade Structures (<\$10,000.00)-			\$4,435.64	\$4,435.64
		<ul> <li>List Price: \$8,523.00</li> <li>OMNIA Install Cost (68%): \$4,435.64</li> </ul>	' • •	5.	, , , , , , , , , , , , , , , , , , , ,	
4	INSTALL	MISC - OMNIA - Anciltary Site Work Services (Labor)	••••••••••••••••••••••••••••••••••••••		\$75.75	\$1,818.00
	SUPPLY	MISC - OMNIA - Ancillary Site Work Services (Materials):-			\$650.00	\$650.00
•	• . •	<ul> <li>Material costs, delivery fees, equipment rental, disposal fees and incidental supplies required for tum-key installation of Shade Structure.</li> </ul>	···.			·
,		SAFETY SURFACING & ACCESSORIES:				• ••• ••• • • • • • • • • • • • • •
)	USC- EWF-	GT-Impax - Engineered Wood Fiber (Cubic Yard)-	\$29.90	17.99	\$24.52	\$1,961.60
	MD	<ul> <li>Area: 1,600 Square Feet</li> <li>Depth: 12 Inches</li> <li>Volume: 80 Cubic Yards</li> <li>Critical Height: 12 Feet</li> </ul>		• •	• •	
		<ul> <li>Pricing Per OMNIA Contract:         <ul> <li>List Price: \$29,90</li> <li>USC Contract Price (18% Diso.): \$24.52</li> </ul> </li> </ul>			•	•
	161290 (	SameTime - Geo-Textile 2250 Sqft Roll	\$681.00	18.00	\$558.42	\$558.42
	181294 (	BameTime - Terraflow Drain 150ft Roll	\$473.00	18.00	\$387.88	\$775.72
	161292 (	BameTime - Wear Mat 44"x48"	\$239.00	18.00	\$195.98	\$391.96
ີດ	INSTALL A	AISC - Install Wood Fiber Surfacing (<2,000 SF)			+ · · · · · · · · · · · · · · · · · · ·	4041.00

Page 2 of 6



Playcore Wisconsin Inc. dba GameTime c/o Cunningham Recreation PO Box 240981 Charlotte, NC 28224 800.438.2780 704.525.7356 FAX

01/03/2020 Quote #150051-01-02

## PGCPS: John Hanson Montessori School - Pre-K Play Area with Shade

Qty	Part #	Description List \$	% Disc. Selling	S Ext. Selling \$
		SITE WORK: -		
	•	<ul> <li>PGCPS is responsible for removing and disposing of all existing playground equipment, timber borders, and wood fiber surfacing from existing Grades K-2 play area.</li> </ul>	· · ·	
•		<ul> <li>Supply and install new 6" x 6" (2x) Timber Borders (164 LF)</li> <li>Supply and install new 14-8" x 5' Concrete Sidewalk Including excavation.</li> </ul>		· .
		<ul> <li>Excavation spoils to be spread on site (No Hauling).</li> </ul>	•	
	e je č	<ul> <li>Install Surfacing Accessories (Fabric, Drains &amp; Mats).</li> <li>Supply and apply and and atmute all districts and atmute all districts.</li> </ul>		
	•	<ul> <li>Supply and apply seed and straw to all disturbed areas.</li> </ul>		•
1	SUPPLY	MISC - OMNIA - Ancillary Site Work Services (Materiale):-	\$2,095.00	\$2,095.00
		<ul> <li>Material costs, delivery fees, equipment rental, disposal fees and incidental supplies required for turn-key project installation.</li> </ul>		
32	ÍNSTALL	MISC - OMNIA - Ancillary Sile Work Services (Labor per Man Hour):	\$75.75	\$2,424.00
Sonti	açt: ØMNİ		Sub Total	
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<i>时</i> 投资	1974 - 1997) 1976 - 1977 - 1977	and the second secon	a sa Si Piscount	
6316¥			Ereight	\$3,095,96
			Total	\$53,439.53

- INSTALLATION CONDITIONS:
  - ACCESS: Sile should be clear, level and allow for unrestricted access of trucks and machinery. ۰.
  - STORAGE: Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
  - · FOOTER EXCAVATION: installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
  - UTILITIES: Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
  - ADDITIONAL COSTS: Price includes ONLY what is stated in this quotation, if additional site work or specialized equipment is required,

Page 3 of 6



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01/03/2020 Quote #150051-01-02

## PGCPS: John Hanson Montessori School - Pre-K Play Area with Shade

ACCEPTANCE C	F QUOTATION:
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Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Telephone: Fax:	Accepted By (printed):	Title:
	Telephone:	Fax:
	P.O. Number:	Date:

Customer Signature

Purchase Amount: \$53,439.53

SALES TAX EXEMPTION CERTIFICATE #

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Page 4 of 6



Playcore Wisconsin Inc. dba GameTime c/o Cunningham Recreation PO Box 240981 Charlotte, NC 28224 800.438.2780 704.525.7356 FAX

01/03/2020 Quote #150051-01-02

## PGCPS: John Hanson Montessori School - Pre-K Play Area with Shade

#### U.S. COMMUNITIES CONTRACT - TERMS & CONDITIONS:

- LEAD AGENCY: City of Charlotte, NC RFP No. 269-2017-028, awarded 5/08/2017.
- AWARDEE (VENDOR): Playcore Wisconsin, inc d/b/a GameTime
- CONTRACT NUMBER: 2017001134
- TERM OF CONTRACT: 7/01/17 to 7/01/22 (5 years).
- PRICING: Varies. Refer to Discount Schedule and Price Lists (Contract Exhibit A). USC Contract pricing is valid through December 31, 2017. Pricing is subject to change with lead agency approval and contract amendment. Request updated pricing when purchasing from quotes more than 30 days old.
- VOLUME DISCOUNTS: Large purchases are eligible for additional discounts as follows: 5% when the net US Communities discounted total for standard GameTime play structure components is \$50,000 to \$75,000; 10% when that total is \$75,000 to \$100,000 and 15% when that total exceeds \$100,000.
- TERMS OF SALE: For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless
- CREDIT APPLICATION: Required for all non-governmental agencies and those entitles who have not purchased from GameTime within the previous twelve calendar months.
- FINANCE CHARGE: A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- CASH WITH ORDER DISCOUNT: Orders for Game Time equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- ORDERS: All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime. MINIMUM ORDER: All purchases, \$500.00 with one exception for replacement parts.
- FREIGHT CHARGES: Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- SHIPMENT: Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittais.
- PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during
- RECEIPT OF GOODS: Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- RETURNS: Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. Game Time reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned,
- TAXES: Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of

Page 5 of 8



Playcore Wisconsin Inc. dba GameTime c/o Cunningham Recreation PO Box 240981 Charlotte, NC 28224 800.438.2780 704.525.7356 FAX

01/03/2020 Quote #150051-01-02

## PGCPS: John Hanson Montessori School - Pre-K Play Area with Shade

BILLING INFO	
Contact:	
Address:	
Address:	
	Zlp:
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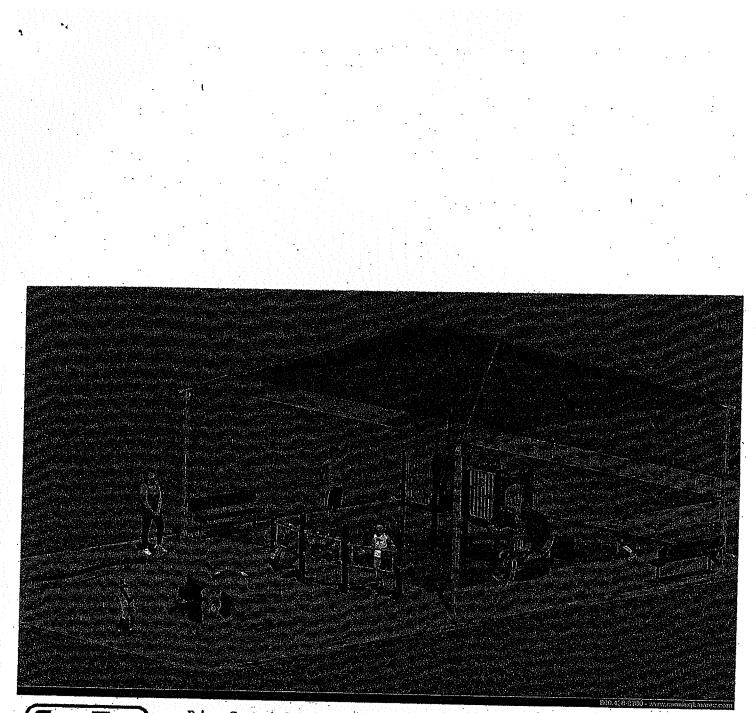
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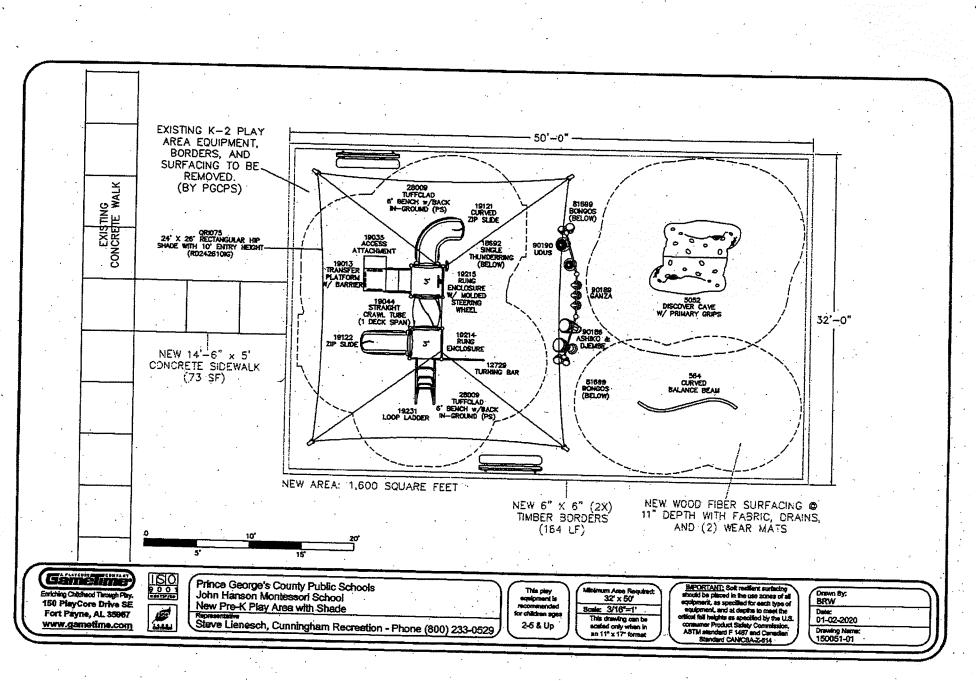
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Prince George's County Public Schools - John Hanson Montessori Proposed New Pre-K to K Play Area (View-1)







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/04/2020

THE CERTIFICATE IS ISSUED AS A MA		A INCODUCTION ONLY				<b>U</b> (1) (1)		
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f SUBROGATION IS WAIVED, subject to his certificate does not confer rights to	the certi	ficate holder in lieu of su	ich endors	ement(s).				
			NAME:			FAX		
o <b>DUCER</b> rsh USA, Inc.			PHONE (A/C. No. Ext)			(AIC	; No):	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	W. Chada	3 - QUOLD #100001-01-02	a horusofi locati	as their interes	ts may appear, di	iring and		
RE: John Hanson Montessori School - Pre-K Play Area	WILL SUGUE	arviand 20772-9983 is listed as addi				rot		
RE: John Hanson Montessori School - Pre-K Play Area Board of Education of Prince George's County, Upper I	Mariboro, M	ntributory basis via attached CG 201	10, when requir	ed by written o	ontract. A waive			
RE: John Hanson Montessori School - Pre-K Play Area Board of Education of Prince George's County, Upper I	Mariboro, M	ntributory basis via attached CG 201	10, when requir ired by written c	ed by written o xontract.	ontract. A waive	:		
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RE: John Hanson Montessori School - Pre-K Play Area Board of Education of Prince George's County, Upper I	Mariboro, M	ntributory basis via attached CG 201	10, when requir ired by written c	ed by written o contract.	ontract. A waive			
RE: John Hanson Montessori School - Pre-K Play Area Board of Education of Prince George's County, Upper I	Mariboro, M	ntributory basis via attached CG 201	ired by written c	contract.				
RE: John Hanson Montesson School - Pre-K Play Area Board of Education of Prince George's County, Upper I until completion of the referenced project, on a primary Subrogation applies in favor of the additional insured or	Mariboro, M	ntributory basis via attached CG 201	ired by written c	ed by written o contract.				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH RE: John Hanson Montessori School - Pre-K Play Area Board of Education of Prince George's County, Upper I until completion of the referenced project, on a primary Subrogation applies in favor of the additional insured or CERTIFICATE HOLDER	Mariboro, M	ntributory basis via attached CG 201	canc	contract.	N			
RE: John Hanson Montesson School - Pre-K Play Area Board of Education of Prince George's County, Upper I until completion of the referenced project, on a primary Subrogation applies in favor of the additional insured or CERTIFICATE HOLDER	Mariboro, M	ntributory basis via attached CG 201	canc	contract.	N		CIES BE CA	NCELLED BEFOR
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