



Keith Stewart, Director

Prince George's County Public Schools

Louis Wilson Sr., Facilities Administration Building
13300 Old Marlboro Pike, Room 20
Upper Marlboro, MD 20772

NOTICE OF CONTRACT AWARD

PGCPS RIDER: OMNIA Rider Contract 2017001134

August 10, 2022

Playcore Wisconsin Inc. dba Game Time
PO Box 680121
Fort Payne, AL 35968
Contact: Steve Lienesch
Phone: 410.610.3466
Email: steve@cunninghamrec.com

Eyvette Wright/KB
Telephone: 301.952.6571
Fax: 301.952.6605
Email: Eyvette.Wright@PGCPS.org

SUBJECT: OMNIA Rider Contract 2017001134 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services –ADA Playground Equipment at Mt. Rainer Elementary School Building Services

Playcore Wisconsin Inc. dba GameTime has been selected as the vendor to provide services to Prince George's County Public Schools (PGCPS) in accordance with the above-mentioned under OMNIA Rider Contract 2017001134 for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing and Related Products and Services –ADA Playground Equipment at Mt. Rainer Elementary School Building 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 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 all 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

If required, a 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **equal to the amount of award** 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.

Rider: OMNIA Contract 2017001134

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.**

INITIAL CONTRACT TERM

The term of the contract will be effective from date of full execution through **June 30, 2024.**

OPTION TO RENEW CONTRACT

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 available renewal options under OMNIA Rider Contract 2017001134

CONTRACT AWARD ESTIMATED AMOUNT

The estimated amount of award is

\$25,000.00

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

The contract shall be deemed executory when a current Certificate of Insurance, made in favor of the Board of Education of Prince George's County, Upper Marlboro, Maryland 20772-9983 exist in PGCPs Oracle Database (iSupplier). Certificate of Insurance must remain current 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.

Rider: OMNIA Contract 2017001134

- 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:

- A. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- B. Individuals convicted of a crime involving third or fourth degree sexual offense 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 neglect 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

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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.

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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 OMNIA Rider Contract 2017001134 for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

FOR THE BOARD OF EDUCATION:

Clint Whiteside

Aug 17, 2022

Clint Whiteside (Aug 17, 2022 16:53 EDT)

SIGNATURE

DATE

Clint Whiteside

NAME

Manager of Sales Operations

TITLE

GameTime

FIRM

Keith Stewart

Aug 19, 2022

keith.stewart@pgcps.org keith.stewart@pgcps.org (Aug 19, 2022 13:15 EDT)

SIGNATURE

DATE

Keith Stewart

NAME:

Director, Purchasing & Supply Services

TITLE

FOR THE BOARD OF EDUCATION
OF PRINCE GEORGE'S COUNTY
UPPER MARLBORO, MARYLAND 20772



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

07/11/2022
 Quote #
 152729-03-03

PGCPS: Mt. Rainier E.S. - PIP Play Pad (50% Color / 50% Black)

Prince Georges Co. Public Schools
 Attn: Louis (Mitch) Underwood
 4011 32nd Street
 Mt. Rainier, MD 20712
 Phone: 301-952-7830
 Fax:301-952-7853
 louis.underwood@pgcps.org

Ship to Zip 20712

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
POURED-IN-PLACE RUBBER SURFACING:						
530	FDI-PIP	GT-Impax - Poured-In-Place Rubber Surfacing-	\$23.72	18.00	\$19.45	\$10,308.50
		<ul style="list-style-type: none"> Area: 530 SF Total Thickness: 2.25 Inches Wear Course Thickness: 1/2" Critical Height: 5 Feet Color Blend: 50% Standard Color (TBD) / 50% BLACK Base Material: Compacted Stone (Quoted Separately) Installer will receive and unload materials at job site. Wage Scale is not included. Owner must ensure no damage to the surfacing is caused by trespassers or other workers on the job site. Installer will dispose of packaging and debris off site. Temperatures must maintain a constant 50 degrees & rising for installation of rubber surfacing. OMNIA Contract Pricing: <ul style="list-style-type: none"> List Price: \$23.72 / SF Discounted Price (18%): \$19.45 / SF 				
1	DUMPSTER	GT-Impax - Dumpster fees for disposal of surfacing packaging and debris:-	\$1,450.00	18.00	\$1,189.00	\$1,189.00
		<ul style="list-style-type: none"> NOTE: Customer may delete this line item cost if they provide dumpster for disposal of construction debris resulting from the rubber surfacing installation. 				
1	USC-PIP-ADSEC	GT-Impax - ADD for Site Security (per night)-	\$550.00	18.18	\$450.00	\$450.00
		<ul style="list-style-type: none"> Additional labor costs associated with securing the site and ensure the surfacing is not damaged by trespassers or other workers while curing. Duration: From completion of installation until surface is sufficiently cured. Price determined on a job by job basis. OMNIA Contract Pricing: <ul style="list-style-type: none"> List Price: \$550.00/Night Contract Price (18% Disc.): \$450.00/Night 				
32	INSTALL	GT-Impax - OMNIA - Ancillary Site Work Services (Labor)-			\$75.75	\$2,424.00
		<ul style="list-style-type: none"> Additional Labor costs due to small volume purchase (Less than 1,000 SF) and Graphics. 				
1	SUPPLY	GT-Impax - OMNIA - Ancillary Site Work Services (Materials, Equipment, Overhead & Fees)-			\$1,345.00	\$1,345.00
		<ul style="list-style-type: none"> Additional material & freight costs for small volume material purchase (<1,000 SF). 				
STONE BASE FOR POURED-IN-PLACE RUBBER SURFACING:						



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PGCPS: Mt. Rainier E.S. - PIP Play Pad (50% Color / 50% Black)

Qty	Part #	Description	List \$	% Disc.	Selling \$	Ext. Selling \$
530	CS4BASE	GT-Impax - Supply and Install 4" Compacted Stone Base for PIP Rubber Surfacing- <ul style="list-style-type: none"> List Price: \$5.35 / SF OMNIA Discounted Price: \$4.40 / SF 	\$5.35	17.76	\$4.40	\$2,332.00
12	INSTALL	GT-Impax - OMNIA - Ancillary Site Work Services (Labor)- <ul style="list-style-type: none"> Additional Labor costs for small volume purchase (<1,000 SF). 			\$75.75	\$909.00
1	SUPPLY	GT-Impax - OMNIA - Ancillary Site Work Services (Materials, Equipment, Overhead & Fees)- <ul style="list-style-type: none"> Additional costs for small volume material purchase (<1,000 SF). 			\$398.00	\$398.00
<u>SITE WORK:-</u>						
<ul style="list-style-type: none"> Remove existing wood fiber safety surfacing and unsuitable soils to a depth of up to 12" below finished grade. Load, haul and dispose of spoils off site. Supply and install up to 6" depth of suitable compactable fill to prepare and level play area in preparation for installation of stone base and rubber surfacing. 						
32	INSTALL	MISC - OMNIA - Ancillary Site Work Services (Labor)			\$75.75	\$2,424.00
1	SUPPLY	MISC - OMNIA - Ancillary Site Work Services (Materials, Equipment, Overhead & Fees)			\$3,195.00	\$3,195.00
Contract: OMNIA #2017001134					Sub Total	\$24,974.50
					Total	\$24,974.50



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Remit Payment to:

GameTime
 P.O. Box 680121
 Fort Payne, AL 35968

Taxes:

All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:

FOB Factory.

Orders:

All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime. Standard GameTime equipment orders over \$100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships. Standard orders with equipment, installation and surfacing are requested to be split billed. Equipment, Taxes & Freight as noted above. Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:

Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
 Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
 Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
 Completed Project Information Sheet (if applicable)
 Copies of Payment and Performance Bonds (if applicable)
 A 1.5% per month finance charge will be imposed on all past due invoices.
 Retainage not accepted.
 Orders under \$5,000 require payment with order.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **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:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$24,974.50**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

 Salesperson's Signature

 Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



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OMNIA 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, of each calendar year. 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 otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities 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 GameTime 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 submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **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. GameTime 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 order or taxes will be added to your invoice.