

Public Notice of Proposed Award of Sole Source Procurement

Section A – Description of Proposed Sole Source Procurement

Description of Supplies/Services: Installation of Playworld Preferred Playground Equipment.

Demonstration of Contractor’s Unique Qualifications: Playworld Preferred requires the equipment be installed by a company that is certified by Playworld Preferred. Currently there is only one company that has been certified by their factory to install their playground equipment.

Section B – To Be Completed by the Department of Purchasing and Contracting

Market Survey Results

Date Public Notice posted on website: March 10th, 2022

Date Public Notice closed: March 16th, 2022

Review of Offers

Were any offers received (Yes/No): No

Number of offers received: N/A

Purchasing Agent review and recommendation: The playground equipment was purchased previously in 2017 from Playworld Preferred. It is recommended that a company that has been Certified by Playworld Preferred install the equipment. Using a Plaworld Preferred Certified company will ensure that the playground equipment will be installed properly, and that the warranty for the equipment remains valid.

Toneya B. Dawson
Agent Signature

3/17/2022
Date

Delois Robinson
Procurement Manager Signature

3/17/2022
Date



Department of Purchasing and Contracting

INSTRUCTIONS FOR NON-COMPETITIVE PURCHASE REQUESTS

The Competitive Bidding Process is the preferred method of purchasing good or services. A waiver of this process must be requested on a case by case basis by completing a Non-Competitive Purchase Request Form in its entirety.

The form must be signed by Department Director of the User Department and submitted to the Director of the Department of Purchasing and Contracting by attachment to the requisition in Oracle.

Justification for the waiver must be provided on the request form. Additional pages may be attached if necessary.

Non-Competitive Purchase Requisitions must have a market/price reasonableness determination.

Emergency Purchase Request

An Emergency Purchase Request is to be used when a User Department seeks goods or services due to an unexpected and urgent request where health and safety or the conservation of public resources is at risk. The request must be completed regardless of the time of the emergency occurrence or dollar amount of the requisition, and must include an explanation as to why the emergency cannot be responded to using the competitive process. Expiration of funds, administrative delay or expiration of a contract or quote is not acceptable criteria for an Emergency Non-Competitive Purchase.

An emergency procurement is handled outside of the normal competitive process because of the urgency of the circumstances. **Poor planning or the pending expiration of funds does not constitute a valid justification for an emergency purchase.**

Sole Source Purchase Request

A Sole Source Purchase Request is to be used when a User Department seeks goods or services from the only qualified vendor or supplier that possesses the unique ability or available capacity to provide the requested goods or services. A vendor may be a sole source when the procurement involves proprietary technology, copyright, or patented information, goods or services. Additional justification for a Sole Source Purchase Request may include the requirement to match piece of existing equipment available only from the same source of original equipment or authorized dealer or an upgrade to existing software only available from the producer of the software;

A Sole Source Public Notice Form shall be posted on the County's website for five (5) business days and the results shall be attached to this Sole Source Purchase Request.



Department of Purchasing and Contracting NON-COMPETITIVE PROCUREMENT REQUEST FORM

Requesting Department: Recreation, Parks and Cultural

Department Contact Person: Paige K. Singer

Telephone: 4043241458

Email: pksinger@dekalbcountyga.gov

Requisition Number: _____

Suggested Supplier: Playworld Preferred

Estimated Amount of Purchase: \$ 193,916.68

Detailed Description of the Goods or Services to be purchased: _____

Installation of playground at DeKalb Memorial Park

Emergency (For Emergency Requests, Please check this box and answer **all** questions below.)

1. Date and Time of Emergency Occurrence: _____

2. Please state the nature of the emergency posing a risk to public health, welfare, safety or resources:

3. State how the Estimated Amount was determined to be Fair and Reasonable (attach supporting documentation):

Sole Source (Please check box and answer all of the following completely.)

1. Provide an explanation why the product, service or supplier requested is the only method that can satisfy the requirements. Please explain why alternatives are unacceptable. Be specific with regard to specification, features, characteristics, requirements, capabilities and compatibility. (Attach additional documents, if necessary):

The playground equipment has already been purchased. The Friends of DeKalb Memorial Park were awarded a grant from Park Pride in order to install the playground. The manufacturer of the playground must install the components, otherwise, the warranty will be voided.

2. Will this purchase obligate us to a particular vendor for future purchases? (Either in terms of maintenance that only this vendor will be able to perform and/or if we purchase this item, will we need more "like" items in the future to match this one?) Explain in detail.

No. This is specific to the playground equipment that has already been purchased. This is for installation only of this playground.

3. Explain the impact to the County or Public if this request is not approved.

Funding has been secured by a grant from Park Pride, District 3 and 6, RPCA and Community Development. If the request is not approved, the community will not be able to complete the grant and the playground will not be installed.

I hereby request that this non-competitive procurement request be approved for the purchase of the above stated work, material, equipment, commodity, or service.

Department Director (Typed/Printed Name) _____

Chuck O. Ellis

Signature: _____

Chuck O. Ellis

Date: 03/11/20

Do Not Write Below – for the Department of Purchasing and Contracting Use Only

Procurement Agent (Typed/Printed Name) _____

Toneya B. Dawson

Signature: _____

Toneya B. Dawson

Date: 3/17/2022

Procurement Manager (Typed/Printed Name) _____

Delois Robinson

Signature: _____

Delois Robinson

Date: 3/17/2022



Approved



Not Approved

Signature: _____

Cathryn Horner

Director, Department of Purchasing and Contracting

Date: _____

3/18/22

(Additional information, attach pages if required):



QUOTE

Date	Quote #
3/2/2022	PWCQ14595-05

Quote valid for 30 days.

Bill To:
Dekalb County P&R - GA Paige Singer 1300 Commerce Drive, 3rd Floor Decatur, GA P: (404) 687-3733 F: pksinger@dekalbcountyga.gov

Site/End User:
Dekalb Memorial Park Paige Singer 353 Wilkinson Drive SE Atlanta, GA 30030 P: (404) 687-3733 F: pksinger@dekalbcountyga.gov

Ship To:
Dekalb Memorial Park Paige Singer 353 Wilkinson Drive SE Atlanta, GA 30030 P: (404) 687-3733 F: pksinger@dekalbcountyga.gov

50% Deposit Required.
See Terms and Conditions

Ship Via	Sales Representative	Prepared By
BEST METHOD	Carlton Burr	Carlton Burr

Qty	Item #	Description	Unit Price	Ext. Price
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Site Preparation

1	Fence	Temporary 6' fencing with sand bags front of the construction area 560 linear ft	\$6,214.00	\$6,214.00
1	Removal	Removal of existing equipment. Price includes removal of equipment and concrete footers	\$6,166.00	\$6,166.00
1	Removal	Removal of existing playground surfacing. Price figures saw cutting and removal of (3) portions of sidewalk. to allow for access as well as drain outlet pipe installation. Removed concrete to be disposed of/hailed off by drainage contractor. Also figures removal of all EWF and transporting of all material to bottom of hill below work area site. Price includes labor and equipment rentals required to complete the project. Price also takes into consideration additional transportation and handling of materials due to inaccessibility to site by roll-off trucks.	\$9,333.00	\$9,333.00
12	Dumpster	Disposal (per dumpster)	\$890.00	\$10,680.00
1	Transportation	Transportation of New equipment from customers storage facility to installation site.	\$2,500.00	\$2,500.00

Drains

1	Excavation	Dig swell behind retaining wall adjacent to larger playground.	\$5,513.00	\$5,513.00
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Qty	Item #	Description	Unit Price	Ext. Price
1	Fill Dirt	After removal of equipment the site will require additional soil. 7 tandem loads 115 cubic yards	\$4,573.00	\$4,573.00
1	Drain Tile Install	6" slotted drain tile with silt sock perimeter of both playgrounds Approx 415 liner ft	\$6,640.00	\$6,640.00
1	Gravel	8/9 stone covering drain tile estimating 24 ton. Loader time to transport from staging area to playgrounds	\$7,900.00	\$7,900.00
1	Dumpster	Disposal (per dumpster)	\$890.00	\$890.00
1	Concrete	Pour/finish concrete replacing the 2 sections of concrete adjacent to 2 playgrounds approx. 12' x 6' for construction road sidewalk 32' x 6' NOTE: based on access getting a mixer close to pour site (weather could be an issue)	\$5,424.00	\$5,424.00
1	Clean Up	Clean up of parking lot staging area	\$3,933.00	\$3,933.00
Playground installation and surfacing				
1	Install-EQ	Installation of Equipment **Unless noted, pricing is based on a flat, level, accessible area. **Does not include grading, fence removal, equipment removal or disposal. **Does not include safety surfacing.	\$29,563.00	\$29,563.00
5,302	PPRS	Provide and install EPDM Pour-N-Place 50% standard color and 50% black with aromatic binder for the following areas: 1,930 sq. ft. w/5' fall 3,372 sq. ft. w/9' fall Provide and install 5,302 sq. ft. of compacted stone base. Stone base is calculated @ 4" prior to compaction. Additional stone required due to site conditions will be billed accordingly.	\$17.84	\$94,587.68

Disclaimers

It appears that the parking lot storm drain is not functioning properly as there is a tremendous amount of erosion at the beginning of the inlet. It is understood this will be addressed prior the time of this construction.

Qty	Item #	Description	Unit Price	Ext. Price
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Per to our onsite visit, construction road access will cross a sidewalk, for access near creek, if weather permits (if not we will need to discuss a back up plan as there is limited access to getting trucks, material to site)

There is a section of damaged concrete between the basket ball court and the middle playground, approx. 400 sq ft section to tear out, disposal \$1900 and replace \$7,200.00

SubTotal	\$193,916.68
Tax Rate	0.00 %
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$193,916.68

*We appreciate the opportunity to work with you on this project.
If this quotation does not meet your needs or expectations we will be happy to make any revisions necessary.*

Please contact your Playworld Preferred Sales Representative if any of the foregoing information is incorrect.

Order Acknowledgement will be sent within 48 hours after your Purchase Order has been processed. Order Acknowledgement will include the estimated Ship Date. Shipping notification and documentation will be sent once the product ships.

**Please note, due to market variables outside of our control, certain items such as commodity material price fluctuations, freight surcharges, sales tax rates, and additionally requested re-consigned delivery location fees may change the final amount invoiced from the amount originally provided on this quote. **

Terms and Conditions

CONTROLLING TERMS: THIS QUOTATION IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY CUSTOMER IN ANY PURCHASE ORDER OR OTHER DOCUMENTS ARE DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. ANY SUCH PROPOSED TERMS SHALL BE VOID, AND THE TERMS HEREIN SHALL CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THE CONTRACT BETWEEN THE PARTIES. NEITHER SELLER'S ACKNOWLEDGMENT OF A PURCHASE ORDER NOR SELLER'S FAILURE TO OBJECT TO CONFLICTING, DIFFERENT, OR ADDITIONAL TERMS AND CONDITIONS IN A PURCHASE ORDER SHALL BE DEEMED AN ACCEPTANCE OF SUCH TERMS AND CONDITIONS OR A WAIVER OF THE PROVISIONS HEREOF.

PRICES: Prices in this Quote are good for thirty (30) days. Unless otherwise stated in writing, all prices are F.O.B. Origin, and shall be exclusive of transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, site preparation, installation expenses and other charges, unless specifically stated. Tax exempt Customers shall provide Playworld Preferred with a copy of its valid tax-exempt certificate at time the order is placed.

CANCELLATION: Orders become final forty-eight (48) hours from Order Acknowledgement. Orders for play structures may NOT be cancelled or returned under any circumstances. Items which may be cancelled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within thirty (30) days. Authorization for the return must be obtained in writing from Playworld Preferred. Orders for products, other than those from Playworld Systems, may NOT be cancelled or returned.

TERMS OF PAYMENT: For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless expressly waived by Playworld Preferred. (Orders from governmental entities are excluded from the deposit requirement.) A processing fee of 2.0% of the transaction amount will apply to all payments made by credit card (This is for all customers including governmental entities).

UNLESS CREDIT IS SPECIFICALLY GRANTED IN WRITING BY PLAYWORLD PREFERRED, PAYMENT IN FULL IS DUE WITHIN TEN (10) DAYS OF INVOICE. For orders without installation, the invoice will be issued on the date the order ships. For orders which include installation by Playworld Preferred or its authorized sub-contractor, the invoice will be issued upon the completion of the project.

WARRANTIES and DISCLAIMERS: Manufacturers' limited warranties are available upon request.

THE MANUFACTURER'S WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF CONDITION, DESCRIPTION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY REPRESENTATIONS OR WARRANTIES IN ANY BROCHURES, MANUALS, CATALOGS, LITERATURE OR OTHER MATERIALS OF PLAYWORLD PREFERRED. FURTHER, NO REPRESENTATION, WHETHER ORAL OR WRITTEN, OF PLAYWORLD PREFERRED MAY BE SUBSTITUTED OR ALTER THE EXCLUSIVE MANUFACTURER'S LIMITED WARRANTY.

LOSS or DAMAGE in TRANSIT: Playworld Preferred is not responsible for loss or damage in transit. Our responsibility ends when the carrier signs the Bill of Lading, which is our receipt that the products were complete and in good condition when shipped. It is the customer's responsibility to check the number of pieces shown on the freight bill and our Bill of Lading. Any shortages or damages must be noted on the freight bill before it is signed.

DELIVERY: Delivery, shipment, and installation dates are estimates only, and do not guarantee shipment, delivery or installation on or by such dates. If shipment is made per the estimated ship date, and you are unable to accept delivery, then storage, demurrage or extra unloading charges may be incurred and billed to your account.

INSPECTION: All products must be inspected upon receipt, and claims must immediately be filed with the carrier and Playworld Preferred when there is evidence of shipping damage, either concealed or external. All shipments are FOB Origin, unless quoted FOB Destination. FOB Destination does not change the terms of receiving and inspection of the products as set forth herein.

INSTALLATION: Installation is not included in the purchase price of the products, unless expressly noted on the quote and invoice. IT IS CUSTOMER'S RESPONSIBILITY TO ASSEMBLE, INSTALL AND USE THE PRODUCTS SAFELY AND IN ACCORDANCE WITH THE MANUFACTURER'S INSTALLATION INSTRUCTIONS, UNLESS EXPRESSLY AGREED OTHERWISE BY PLAYWORLD PREFERRED.

LIABILITY EXCLUSIONS: TO THE EXTENT PERMITTED BY LAW, PLAYWORLD PREFERRED SHALL NOT BE LIABLE IN CONNECTION WITH A PRODUCT OR SERVICE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, BASED ON TORT, CONTRACT OR OTHER LEGAL THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) ANY DAMAGES WHATSOEVER IN EXCESS OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF PRODUCT PROVEN TO BE DEFECTIVE. THE RIGHT TO RECOVER DAMAGES WITHIN THE LIMITATIONS SPECIFIED IS CUSTOMER'S EXCLUSIVE ALTERNATIVE REMEDY IN THE EVENT THAT THE REMEDY PROVIDED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

FORCE MAJEURE: Playworld Preferred shall not be liable because of unforeseen circumstances or causes beyond its control, including, without limitation, strike, lockout, embargo, riot, war, act of terrorism, fire, act of God, accident, failure or breakdown of components necessary for order completion, subcontractor, supplier or Customer caused delays, inability to obtain labor, materials or manufacturing facilities, or compliance with any law, regulation or order.

SAVINGS CLAUSE: If any part of the terms and conditions stated herein is held void or unenforceable, such part, to the extent void or unenforceable will be treated as severable, leaving valid the remainder of the terms and conditions which shall be deemed revised so as to remain enforceable to the greatest extent possible consistent with such holding.

IF INSTALLATION IS INCLUDED WITH THIS ORDER, THE FOLLOWING ADDITIONAL PROVISIONS APPLY:

SCHEDULE: Playworld Preferred will provide Customer with a shipment and installation schedule. Playworld Preferred will take the commercially reasonable steps necessary to complete installation on schedule and without delay. However, Playworld Preferred does not guarantee the start or completion of the project in strict accordance with the installation schedule provided. Installation may be delayed by weather conditions, fire, Act(s) of God or other casualty for which Playworld Preferred is not responsible.

CHANGES: Playworld Preferred reserves the right to change, modify or alter installation terms. INSTALLATION PRICE IS BASED ON NORMAL DIGGING CONDITIONS. IF ROCKS OR OTHER CONDITIONS AT THE SITE BEYOND THE CONTROL OF PLAYWORLD PREFERRED ARE ENCOUNTERED, THERE MAY BE ADDITIONAL CHARGES. If Playworld Preferred deems a change is necessary, it will provide Customer with a Change Order request, including an estimate of the commercially reasonable cost for the additional work required for proper installation of the equipment. Playworld Preferred will not continue with the installation until approval of the Change Order in writing by customer. If Playworld Preferred and Customer cannot agree upon the additional cost for the extra work within fifteen (15) days of the Change Order request, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

In the event that Customer requests changes to the installation or installation schedule which results in delays in excess of thirty (30) days, from the date of the original installation schedule, Playworld Preferred may immediately invoice Customer for the equipment, and Customer agrees to pay the equipment invoice in accordance with the payment terms set forth above (NET 10 days).

UTILITIES: Playworld Preferred will locate and mark public utilities on the site. Customer shall locate and mark any private utility lines, such as irrigation lines or local telecommunication lines. Customer's failure to do this may result in damage to its private utility lines and costs associated thereto, and additional installation charges and delays.

PERMITS: Customer is responsible for the cost of all installation-related permits and fees not expressly included in the quotation.

REFUSE: Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site. Upon customer's written request, Playworld Preferred will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

FINAL INSPECTION: Customer agrees to inspect the project with the lead installer and/or sales representative within five (5) days of completion of the project. If project has been satisfactorily completed, Customer will note acceptance of the project on Playworld Preferred's Client Acceptance Form. Playworld Preferred will then invoice Customer, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Signing the client acceptance form does not relieve Playworld Preferred from its ongoing warranty obligations as they relate to the product shipped or installation work.

If Customer notes defects in the materials or workmanship ("punch list"), Playworld Preferred will remedy them in a timely manner. However, Playworld Preferred may immediately invoice Customer for the project, less ten (10%), and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days). Upon completion of the "punch list," Playworld Preferred shall invoice Customer for the remaining ten (10%) due, and Customer agrees to pay the invoice in accordance with the payment terms set forth above (NET 10 days).

SUPERVISED INSTALLATION: In the event that Playworld Preferred is contracted by Customer to supervise the installation of the equipment subject to this Quotation, Customer shall complete Playworld Preferred's "Supervised Installation Requirements" Form. Said form sets forth the details of the supervised build and the parties' respective responsibilities. The Quotation may be subject to change based upon Customer's responses on the "Supervised Installation Requirements" Form. Within five (5) days of the completion of the supervised installation, the Parties shall comply with the FINAL INSPECTION provisions set forth above.

I acknowledge that I have read, understand, and accept the terms and conditions of this quotation and that I am authorized to do so.

Print Name _____ Customer PO # _____

Title _____

Signature _____ Date _____

Playworld Preferred Signature _____ Date _____

Send Signed Quote & Deposit To:
Playworld Preferred
Attn: PWP Signed Quote c/o Playworld Systems
1000 Buffalo Road
Lewisburg, PA 17837











SS - Playworld Preferred

Final Audit Report

2022-03-18

Created:	2022-03-17
By:	Toneya Dawson (tbdawson@dekalbcountyga.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuQWT8GgFpgB8BBlyHCWnoAXBMu0z4lrW

"SS - Playworld Preferred" History

-  Document created by Toneya Dawson (tbdawson@dekalbcountyga.gov)
2022-03-17 - 8:36:40 PM GMT- IP address: 99.28.198.233
-  Document emailed to Delois Robinson (drobinson@dekalbcountyga.gov) for signature
2022-03-17 - 8:38:22 PM GMT
-  Email viewed by Delois Robinson (drobinson@dekalbcountyga.gov)
2022-03-17 - 8:42:36 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Delois Robinson (drobinson@dekalbcountyga.gov)
Signature Date: 2022-03-17 - 8:43:50 PM GMT - Time Source: server- IP address: 204.120.180.4
-  Document emailed to Cathryn Horner (cghorner@dekalbcountyga.gov) for signature
2022-03-17 - 8:43:52 PM GMT
-  Email viewed by Cathryn Horner (cghorner@dekalbcountyga.gov)
2022-03-18 - 12:49:12 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Cathryn Horner (cghorner@dekalbcountyga.gov)
Signature Date: 2022-03-18 - 12:50:34 PM GMT - Time Source: server- IP address: 50.237.148.4
-  Agreement completed.
2022-03-18 - 12:50:34 PM GMT