



PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | keith.stewart@pgcps.org
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

NOTICE OF CONTRACT AWARD

August 24, 2023

Keystone Sports Construction
1100 Schell Lane, Suite 104,
Phoenixville, PA 19460
Tim Fitzgerald, Mid Atlantic Sales Manager
Email: tim@keyssc.com

Vera Jones
Telephone: 301.952.6525
Fax: 301.952.6605
Email: vera2.jones@pgcps.org

SUBJECT: Rider Sourcewell #031622-AST, Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies at Select Prince George's County Public School System Schools

Keystone Sports Construction, a reseller/distributor for AstroTurf Corporation has been selected as the vendor to provide services in accordance with the above-mentioned **Rider Sourcewell #031622-AST under PGCPS Contract DBS001-24** at **select PGCPS Facilities** listed under Attachment A.

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 responsible cost. This contract is for the convenience of the Board and is considered by the Board 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.

Failure to sign the contract award via ADOBE 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.

THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES at this time. Authorization for mobilization or commencement of work is forbidden unless a notice to proceed (NTP) has been issued or until the vendor is in receipt of a Purchase Order signed by the Purchasing Agent.

iSUPPLIER REGISTRATION

All vendors must be registered in iSupplier in order to conduct business with PGCPS and receive payment for services rendered. The iSupplier registration link is as follows:

<https://www.pgcps.org/offices/purchasing/isupplier>

Vendors must provide their iSupplier Number at the time **Notice of Award is signed**. If your company is not properly registered as a vendor, PGCPS will not sign the contract. Further, failure to register in iSupplier shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

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Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

PERFORMANCE/PAYMENT BOND – Not Applicable for This Notice of Award

A 100% Performance Bond and 100% Labor and Material Payment Bond or Certified Check in the amount of **\$0** 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 should be mailed to Prince George's County Public School (PGCPS), **Louis Wilson Sr. Facilities Administration Building, Attention: Purchasing and Supply, 13300 Old Marlboro Pike, #6, UPPER MARLBORO, MARYLAND 20772-9983**. The mailed envelope should reference to Rider and PGCPS Contract information.

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 within 5 (five) 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.

CONTRACT AWARD ESTIMATED AMOUNT

Total estimated value of contract during the awarded term is \$351,000.00

- **The Annual Cost** **\$27,000** for two (2) Visits for 9 fields.
This includes two (2) deep cleans and 1 GMAX test.
- **The Annual Cost** **\$90,000** for twelve (12) Visits for 9 fields
This includes two (2) deep cleans, 1 GMAX, and monthly grooming.

CONTRACT TERM

The term of the contract will be effective from date of full execution through **May 26, 2026**.

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 Sourcewell #031622-AST.

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 proposal document(s).

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.

FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS

- a. Pursuant to [Administrative Procedure 4215](#) - *Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration*,

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any and all Vendors, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).

- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPS property or engaging in any authorized activities involving PGCPS students. The fingerprint background checks and CPS clearances must be completed through Prince George's County Public Schools at one of the authorized locations listed on the PGCPS website (<https://www.pgcps.org/fingerprinting/#service>). **No person may begin working in PGCPS until fingerprint background check results are received.**
- c. Required online Safe Schools training course(s) must be completed before providing contractual services in PGCPS schools and can be accessed through the PGCPS website (<https://www.pgcps.org/offices/compliance/student-safety/required-training-for-contractors>).
- d. Safety Management System (reserved).
- e. Pursuant to Md. Education Code Ann. §6-113.2 (Code), a contractor of a Board of Education who provides a service to a school or the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Vendor shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPS upon request.
- f. Prior to initiating any work at a school building, current and future employees of Vendor must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- g. Prior to initiating any work at a school building, the Vendor agrees to provide the designated PGCPS representative and the PGCPS Purchasing Department 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. It is the responsibility of the Vendor to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified.

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

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-

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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 or following completion of a Child Protective Services investigation with a finding of "indicated" child abuse or neglect.

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.

LAWS AND PERMITS

The contractor shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE'S COUNTY shall govern the contract.

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 Sourcewell #031622-AST for all applicable terms and conditions.

ACCEPTED BY:

FOR THE FIRM:

Benjamin Seleznow Aug 24, 2023
Benjamin Seleznow (Aug 24, 2023 13:48 EDT)

SIGNATURE DATE

Benjamin Seleznow

NAME

President

TITLE

Gold Standard Consulting LLC dba Keystone Sports Construction

FIRM

51397

iSUPPLIER ID #

[Signature]
Procurement Supervisor (Aug 24, 2023 14:47 EDT)

FOR THE BOARD OF EDUCATION:

[Signature] Aug 24, 2023
keith.stewart@pgcps.org keith.stewart@pgcps.org (Aug 24, 2023 15:16 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

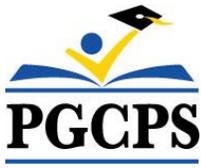
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Artificial Turf and Tracks with Installation, Related Equipment, Materials, and Supplies

**ATTACHMENT A
VENDOR CONTRACT PRICING**

See attached



Samuel Stefanelli
Director of Building Services

July 31, 2023

MEMORANDUM

To: Keith Stewart, Director of Purchasing and Supply Services

From: Samuel Stefanelli, Director of Building Services

Re: Recommendation for Award: Rider Contract Sourcewell Solicitation Number: RFP 031622 for Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies, Expiration 5/26/2026

The Department of Building Services would like permission to ride Sourcewell Cooperative Agreement for Artificial Turf and Tracks with Installation, Related Equipment, Materials and Supplies with an expiration of 5/26/2026. At this time, we are able to maintain the fields twice a year. Our Park & Planning agency within the school district uses these fields as well therefore it is creating a need to maintain them more than twice a year, hence this request. We do not anticipate to use this contract for a long period of time.

We would like to award to Keystone Sports Construction with an estimated contract value of \$90,000.

Please feel free to contact me at 301-952-6500 or myself with any questions or concerns that you may have. Thank you for your time and attention.

Samuel Stefanelli

Samuel Stefanelli (Jul 31, 2023 11:31 EDT)

Approved: Director of Building Services

07/31/2023

Date

Synthetic Turf Maintenance Proposal

DATE OF PROPOSAL: July 31, 2023

PROPOSAL #: 614492

PREPARED FOR: Prince Georges County Public Schools
Don Howerton
14201 School Lane
Marlboro, MD 20772

PREPARED BY: Keystone Sports Construction
1100 Schell Lane, Suite 104
Phoenixville, Pa 19460

PROJECT ADDRESS:

Bowie High School - 15200 Annapolis Rd, Bowie, MD 20715
Charles Herbert Flower High School - 10001 Ardwick Ardmore Rd, Springdale, MD 20774
Dr. Henry Wise High School - 12650 Brooke Ln, Upper Marlboro, MD 20772
Eleanor Roosevelt High School - 7601 Hanover Pkwy, Greenbelt, MD 20770
Fairmount Heights High School - 6501 Columbia Park Rd, Greater Landover, MD 20785
Gwynn Park High School - 13800 Brandywine Rd, Brandywine, MD 20613
Northwestern High School - 7000 Adelphi Rd, Hyattsville, MD 20782
Oxon Hill High School - 6701 Leyte Dr, Oxon Hill, MD 20745
Potomac High School - 5211 Boydell Ave, Oxon Hill, MD 20745

Keystone Sports Construction is pleased to present the following proposal. This offer includes the testing, deep cleaning, and grooming of nine (9) synthetic turf fields at the above locations.

WHEREAS, Prince Georges County Public Schools (hereinafter "OWNER") wishes to have nine (9) synthetic turf athletic fields serviced at the above-listed site location in keeping with the Scope of Work described herein, and as otherwise may be agreed upon in writing between the parties;

AND WHEREAS, OWNER intends to retain the services of Keystone Sports Construction (hereinafter "KEYSTONE"), to provide synthetic turf maintenance services. This proposal has been prepared based on discounted Sourcewell pricing rates. Sourcewell provides predetermined preferential pricing through approved vendors. All pricing herein is based on prevailing wage and is under the Sourcewell contract # (Sourcewell # 031622-AST).

THEREFORE, in consideration of the Payment Terms as set forth herein and the total purchase price of:

Options:

1) 2 Deep Clean w/ 1 GMAX (Service for 9 synthetic turf fields): \$27,000

2) 2 Deep Clean w/ 1 GMAX & 10 Grooming (Service for 9 synthetic turf fields): \$90,000

Benjamin Seleznow
Benjamin Seleznow (Aug 24, 2023 13:48 EDT)

Aug 24, 2023

SCOPE OF WORK

For the pricing listed above, on page 1 of the Synthetic Turf Maintenance Proposal, paid by OWNER to KEYSTONE, KEYSTONE shall provide synthetic turf maintenance services for the synthetic turf athletic fields under and in accordance with the terms described herein, this Scope of Work, and in any other applicable document agreed to in a writing signed by the parties. In accordance with the terms of the Scope of Work. For this project, the parties agree as follows:

1) Synthetic Turf Field Deep Clean:

- a) Comprehensive inspection of all seams, inlaid lines, marking and completion of necessary repairs.
 - i) Up to ten (10) minor repairs (including sewing/adhesive failures, inlay separation, and general workmanship) to the surface. Additional repairs may be performed as needed and at an additional cost, if applicable.
- b) Perform a deep cleaning of the fields. Deep cleaning shall be accomplished by using a SMG SportChamp SC3D4HL. The equipment employs a highly effective synthetic rotary brush to remove debris and top layer infill from the turf, then sifts the debris out in a unique vibratory shaker which redistributes the clean infill back on the field, leaving a clean and smooth playing surface.
- c) Magnet sweep entire surface to remove metal from the playing surface.
- d) Submission of a comprehensive written maintenance report within 5 business days.

2) Synthetic Turf Field Grooming:

- a) Comprehensive inspection of all seams, inlaid lines, marking and completion of necessary repairs.
 - i) Up to ten (10) minor repairs (including sewing/adhesive failures, inlay separation, and general workmanship) to the surface. Additional repairs may be performed as needed and at an additional cost, if applicable.
- b) Comprehensive grooming including a field magnet sweep.
- c) Submission of a comprehensive written maintenance report within 30 days of each visit.

3) GMAX Testing:

- a) One (1) GMAX tests, performed per field during the maintenance visit. Test results will be provided within 30 days via written report via email.
- b) Each test includes 10-point infill depth test and charting per field. Test results will be provided within the GMAX testing report.

4) Demobilization & Post-Completion:

- a) Perform site clean-up inclusive of removal of waste materials.
- b) De-mobilization of personnel and equipment from the Project site

5) Extras:

- a) Any materials and/or services not expressly included in this Scope of Work, are not included within the Proposal price and if requested to be supplied or performed by OWNER in writing, and agreed to by KEYSTONE, shall be deemed an extra to this maintenance Proposal. Said additional materials and/or services shall be supplied and/or performed at a cost to be agreed by the parties hereto in writing.

6) Exclusions:

KEYSTONE has NOT INCLUDED the following items in the Scope of Work and are therefore not reflected in the contract price:

- a) Any item not included within the Scope of Work herein
- b) Bonds and/or bonding costs
- c) Permits, fees, licenses and sales and use taxes
- d) Site security
- e) Any weed, plant, fungi or other organic growth remediation and/or treatment.

7) Special Conditions:

- a) **INFORMATION AND RESPONSES:** OWNER will promptly respond to all KEYSTONE reasonable requests for information, and in so doing, provide KEYSTONE with full and complete disclosure to ensure project continuity and minimize delays.
- b) **ACCESS:** Once the work commences, KEYSTONE is to have full, direct and easy access and right of way to the Project Site Location. OWNER is responsible to provide clear, stable, appropriate and safe access to and from the Project Site Location. A staging area will be made available by the OWNER to KEYSTONE. The staging area must be able to accommodate the parking, loading and unloading of a truck and trailer with a combined total length of 30' within reasonable proximity to the Project Site Location. KEYSTONE shall protect at all times the current condition of OWNER'S property.
- c) **EXISTING CONDITIONS:** KEYSTONE cannot guarantee or warrant any repairs performed due to the degradation of the existing turf system. The preliminary site inspection shows the fiber and backing of the existing system has failed and the total system is in need of replacement. Any repairs performed are only intended to be temporary. KEYSTONE shall not be liable to OWNER or any third-party for any injuries suffered by users of the field. KEYSTONE takes no responsibility for any further failures of the turf system. OWNER shall defend, indemnify and hold harmless KEYSTONE from any third-party claims, losses or damages that may arise from said third-party's use of the field.
- d) **LIGHTING, ELECTRICITY & FACILITIES:** Existing lighting (if required), use of existing permanent electrical power, facility restrooms and access are to be provided and maintained by OWNER for KEYSTONE use during its performance of the Scope of Work at the Project Site Location. All such utilities or facilities will be supplied at no cost to KEYSTONE and will not be the subject of a credit or chargeback to this maintenance Contract.
- e) **PROPOSAL PRICING:** The Scope of Work and Proposal Pricing herein are valid for a period of Ninety (90) calendar days from the date of this proposal. Negotiations continuing beyond the date and time of expiration shall require the submittal of a separate proposal, at the discretion of Keystone Sports Construction.
- f) **PAYMENT TERMS:**
 - All services rendered shall be invoiced upon completion. Invoices shall be due net 30 days from date of invoice.



KEYSTONE SPORTS CONSTRUCTION

Signature: _____

Printed Name: _____

Title: _____

Date: _____

OWNER

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Option Selected: _____