

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- Invitation to Bid Form
- Pricing, Delivery and Warranty Submittal
- Bidder's Experience and Qualifications
- Bidder's Statement of Principal Place of Business
- Bidder's Statement of Financial Qualification
- Drug-free Workplace Certification
- Debarment and Suspension Certification
- Scrutinized Company Certification
- Byrd Anti-Lobbying Amendment
- Anti-Discrimination Amendment
- Employment Eligibility Verification ("E-VERIFY")
- Contractor Affidavit Regarding the Use of Coercion for Labor and Services
- FACTORY/MANUFACTURER CERTIFICATION

BID ON PARK AND PLAYGROUND EQUIPMENT, SDMC No. 26-0041-MR

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN 60 DAYS AFTER RECEIPT OF ORDER.

1. PLAYGROUND EQUIPMENT -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.		
Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
Gametime	2025	10% +
2. SITE EQUIPMENT -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.		
Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
GT Site (amenities)	2025	3%
3. SHADE STRUCTURE -CATALOG DISCOUNT-Include Catalog Name, Number and associated discount.		
Catalog Name	Catalog number/year	Percentage Discount Off of Catalog
GT Shade	2025	3%

BID ON PARK AND PLAYGROUND EQUIPMENT, SDMC No. 26-0041-MR

4. SURFACING MATERIALS -CATALOG DISCOUNT -Include Catalog Name, Number and associated discount.					
Catalog Name	Catalog number/year	Percentage Discount Off of Catalog			
GT Impax	2025	5%			
5. INSTALLATION To be based on a firm fixed percentage of the equipment cost (the total cost after discount has been taken but before freight has been added).					
INSTALLER or SUBCONTRACTOR COMPANY NAME		Percentage Mark up of equipment cost			
by Gametime Certified Installer		35%			
The bidder proposes and agrees to provide all labor, materials, supervision, tools, fuel, travel, etc., to perform the work required in accordance with the bid documents for the following price:					
6. Repair Technician- standard working hours (Monday through Friday 7:00 a.m. - 5:00 p.m.), hourly rate		\$ 100.00			
7. Repair Technician- non-standard working hours (Monday through Friday prior to 7:00 a.m. and after 5:00 p.m., and Saturday and Sunday), hourly rate		\$ 150.00			
MATERIALS-Component Parts: Replacement OR repair parts					
8. Percentage mark-up of repair materials.					
Where applicable, A MAXIMUM OF 15% MARK-UP of materials will be allowed. Indicate this percentage in the space to the right. No mark-up of sales tax allowed. A copy of the itemized materials invoice from the Contractor's supplier must be included with all billings to the SDMC. Note: All invoices shall be billed on a markup basis except during a declared disaster (no mark-up permitted).		<table border="0"> <tr> <td style="border-bottom: 1px solid black;">0</td> </tr> <tr> <td>% mark-up</td> </tr> <tr> <td>Maximum 15% Markup</td> </tr> </table>	0	% mark-up	Maximum 15% Markup
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Maximum 15% Markup					

BID ON PARK AND PLAYGROUND EQUIPMENT, SDMC No. 26-0041-MR

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: See Attached Breakdown.

DEALER'S WARRANTY: 3 year Labor

LOCATION OF REPAIR SERVICES: On-Site

AVAILABILITY OF REPAIR PARTS: Factory in Fort Payne, AL

ESTIMATED TIME TO EFFECT REPAIR: 1 Week

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

Included with Freight for Parts.



Manatee County Schools – Bid 2025 26-0041-MR
June 2025

Note: GameTime is a complete manufacturer and can provide all products and services requested under one brand name. This means a coordinated warranty and full coverage of liability. Our network of Certified Installer in Florida and has been working exclusively for GameTime for over 35 years.

All GameTime Equipment –

All GameTime - \$100 and above	10% discount on equipment list price
All Playground Systems	15% discount on equipment list price
GameTime GTImpax Surfacing Components	5% discount on equipment list price
GameTime/UltraSite GTSite Site Amenities	3% discount on equipment list price
GameTime GTFit Items	10% discount on equipment list price
GameTime Shade & Shelter	3% discount on shade & shelter list price

Digital Catalog Links –

<https://www.gametime.com/request-online-catalogs>

Installation –

35% of discounted price
 – Minimum trip charge for any installation service - \$2,500

Shade and shelter installation is at a different rate and to be determined for each project, will include footers and crane rental. And additional services as needed.

All installation services by a GameTime Certified Installer. With invoicing and billing going through GameTime.

Site Preparation –

Digout/Excavation	\$1.75 per sq. ft.	4" thick Concrete	\$12.00 per sq. ft.
Removal of Spoils	\$2.00 per sq. ft.	Crushed Stone	\$5.50 per sq. ft.
Concrete Curb	\$50.00 per ln. ft.	Utility Locates	\$1,500.00 each
		Signed/Sealed Drawings	\$1,400.00 per job



**Manatee County Schools – Bid 2025 26-0041-MR
 June 2025**

Surfacing Matrix – (all pricing includes installation, but no sub-base)

Poured Rubber

GT Aromatic – ½” Thick Wear Course – 50% Color – Aromatic Urethane

	1000+ sq. ft.
4’ fall height (2” thick)	\$25.00
5’ fall height (2.5” thick)	\$26.00
6’ fall height (3” thick)	\$27.00
8’ fall height (3.5” thick)	\$29.00

Add \$1.75 per sq. ft. for 100% Color
Add \$2.50 per sq. ft. for Aliphatic Binder

GT Turf

GT Turf – 60 oz. with infill

	1000+ sq. ft.
0’ fall height	\$25.00
4’ fall height	\$26.00
6’ fall height	\$27.00
8’ fall height	\$29.00

Engineered Wood Fiber

Regardless of truck size 1-100 cubic yards, freight is \$1,500 per truck load
 Each cubic yard of ADA & ASTM compliant Wood Fiber is \$30.00

Wood Fiber Installation = \$.75 per sq. ft.

Please call for more up to date quote, as Wood Fiber Freight cost does fluctuate monthly!

Additional surfaces available, such as tiles, shredded rubber, etc.

Additional products available as well, all will be GameTime products and will follow pricing discounts.

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256.845.5610
Facsimile: 256.845.9361
Email: service@gametime.com



GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScope®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, loops, braces, and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally molded products.
- ✓ Fifteen-Year limited warranty on VistaRope nylon bearings and ring junction pieces.
- ✓ Ten-Year limited warranty on GTFit®, THRIVE® and Challenge Course® posts & bars.
- ✓ Ten-Year limited warranty on site furnishings against structural failure.
- ✓ Ten-Year limited warranty on SunBlox® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Ten-Year limited warranty on VistaRope WeaveTech cable components or freestanding cable events excluding premature wear.
- ✓ Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- ✓ Five-Year limited warranty on all standard nylon nets on play systems, freestanding events, or fitness products, unless otherwise specified as a VistaRope.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Five-Year limited warranty on premature wear of VistaRope cables.
- ✓ Three-Year limited warranty on Everybody Plays polyurea-coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- ✓ Three-Year limited warranty on SureGrip Material.
- ✓ One-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation, or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.

LIMITED WARRANTY ON POWERSCAPE®, PRIMETIME®, XSCAPE®, IONiX®, and MODERN CITY®

GameTime provides a lifetime limited warranty on PowerScape Tru-Loc® connections, upright posts; and PrimeTime, IONiX, Xscape, and Modern City bolt-through connections; a fifteen-year warranty on metal decks, pipes, rails, loops, and rungs; ten-year limited warranty on EDPM rubber components. Three-year limited warranty on SureGrip rubber matting material against degradation and discoloration under normal wear and usage. These warranties cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

GameTime provides a lifetime limited warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime limited warranty on stainless steel hardware against rust; and a one-year limited warranty on non-stainless steel hardware against rust; see exclusions. All testing of GameTime's hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

GameTime provides a fifteen-year limited warranty on rotomolded polyethylene products and a ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, GameTime will replace the rotomolded product at no cost to the customer.

TWENTY-YEAR LIMITED WARRANTY ON TIMBER DÉCOR™ AND TIMBERS PRODUCTS

GameTime provides a twenty-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay, or structural damage directly from termites or fungal decay that cause the product to become structurally unfit for its intended use; see exclusions.

LIMITED WARRANTY ON STANDARD NET CLIMBERS AND COMPONENTS (UNLESS OTHERWISE SPECIFIED AS VISTAROPE)

GameTime provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in materials and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that causes the product to become structurally unfit for the intended use and **do not cover natural fraying of the material**; see exclusions.

LIMITED WARRANTY ON PLAYFUL LANDSCAPES

GameTime provides a five-year limited warranty on the Playful Landscapes HDPE frame against degradation under normal wear and usage and a two-year limited warranty on Poured-in-Place Rubber when applied in a Playful Landscapes (mound or hillside) application against loss of integrity due to rubber degradation, where Playful Landscapes are installed by certified GameTime installers following provided installation guidelines and finished with a minimum of 3" of GTImpax branded PIP.

LIMITED WARRANTY ON SUNBLOX® SHADE PRODUCTS

GameTime fabric canopies are warranted for sustained winds of up to 76 mph (Hurricane Force 1) and gusts of up to 3 seconds duration up to 90 mph. Removal of shade fabric is required if damaging winds are called for. Damage due to snow and/or ice accumulation is not covered by this warranty. Canopies should be removed during the "off-season". No signs, objects, ornaments, fans, lights, fixtures, or decorations may be hung from the top part of a shade structure unless specifically designed and engineered by the manufacturer for that purpose. If product has shade fabric and is installed in an area exposed to hurricanes, removal of the shade fabric is required when a hurricane warning is issued.

LIMITED WARRANTY ON SITE FURNISHINGS

GameTime provides a ten-year limited warranty on site furnishings against structural failure. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

GameTime provides a seven-year limited warranty on thermoplastic coated elements and a three-year limited warranty on powder coated elements. Powder coated products from the Streetscape Collection carry a five-year limited warranty. GameTime guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace, any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering or wear and tear due to public abuse.

GameTime provides a ten-year limited warranty on recycled plastic lumber products in normal applications against rotting, splintering, decay, or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use; see exclusions. GameTime guarantees all materials and workmanship for ten years on any product made completely from our

100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage, and acts of God.

GameTime provides a one-year limited warranty on IPE wood, redwood and pressure treated wood products against damage by decay or termites that causes the wood to become structurally unfit for its intended use.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE

GameTime provides a ten-year limited warranty on fiberglass and digital high pressure laminate (DHPL) sign panels against delaminating, peeling, blistering, cracking, or fading.

LIMITED WARRANTY ON GT SYMPHONY COMPONENTS

GameTime provides a five-year limited warranty on GT Symphony Freenotes™ Harmony Park music components that render the products unusable for their intended use.

LIMITED WARRANTY ON TUFF FORMS, TUFFCRETE & POLYSHIELD THEMED PLAY SCULPTURES

GameTime provides a five-year limited warranty on TuffForms, TuffCrete and PolyShield themed play sculptures against structural failure that causes the product to become structurally unfit for the intended use and a one-year limited warranty on paint defects; see exclusions. This warranty does not cover damage resulting from ground settlement or high winds.

LIMITED WARRANTY ON FITNESS EQUIPMENT

GameTime provides a ten-year limited warranty on GTfit, THRIVE, and Challenge Course stationary posts, welds, and bars and a five-year limited warranty on GTfit motion posts, welds, and bars against structural failure; a five-year limited warranty on stainless damper modules and aluminum cycle covers; a two-year limited warranty on bearings, steel pins, dampers, plastics, rubber parts, cycle pedals, and shafts, molded seats, backrests and clamps; and a one-year limited warranty on cycle rib belts and powder coating and Challenge Course Timing Systems. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON VISTAROPE WAVETECH CABLE COMPONENTS AND STRUCTURES

GameTime provides a Lifetime Warranty on uprights and hardware; a fifteen-year warranty on punched steel, pipes, rails, loops rungs, nylon bearings, ring junction pieces, and rotomolded pieces; ten-year limited warranty on cable breakage; five-year limited warranty on premature wear of poly cables; three-year limited warranty on SureGrip rubber matting material against degradation and discoloration under normal wear and usage. These warranties exclude cosmetic damages or defects and cover damage due to failure or corrosion of metal parts or rubber breakdown that cause the product to become structurally unfit for its intended use. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance.

FIVE-YEAR LIMITED WARRANTY ON HDPE PANELS

GameTime provides a five-year limited warranty on high density polyethylene (HDPE) panels against degradation and discoloration under normal wear and usage.

FIVE-YEAR LIMITED WARRANTY ON GAMETIME SUPER SEAT™

GameTime provides a five-year limited warranty on Model No. 949 SuperSeat and Model No. 999 Super Seat-2 against structural failure that causes the seat to become unfit for its intended use; see exclusions. The factory installed "S"-Hook and Seat Hanger assemblies are covered under a one-year limited warranty against rust, corrosion, or premature wear.

THREE-YEAR LIMITED WARRANTY ON RUBBER AND "C" SPRINGS FOR SADDLEMATES®

GameTime provides a three-year limited warranty on rubber and "C"-springs for SaddleMates against damage due to de-lamination of the rubber spring and breakage of the "C"-spring that causes the SaddleMate to become structurally unfit for its intended use; see exclusions.

For the purposes of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship. To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty. GameTime excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions. Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

IMPORTANT NOTE FOR COASTAL ENVIRONMENTS: Saltwater is corrosive to materials used in the play environment. Products installed within 550 yards (503 meters) of a saltwater coastline will be covered for a maximum of five years, for defects caused by corrosion. Products that come into direct contact with salt spray are not covered for any defects caused by corrosion.

Claim Procedure: To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P.O. Box 680121
Fort Payne, AL 35968
Fax: 256-845-9361
Email: service@gametime.com

Or Contact your local Representative at

USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the continental United States. GameTime is not responsible for freight costs associated with products located outside the continental United States. GameTime reserves the right to inspect all product identified as damaged.

Date of Purchase: _____

Project: _____

Purchaser: _____

GameTime Order Number: _____

Authorized GameTime Signature

Title

See GameTime on the web at www.gametime.com

To obtain a "GENERAL CERTIFICATE of CONFORMITY" as required by the 'CONSUMER PRODUCT SAFETY IMPROVEMENT ACT OF 2008" follow the link below and enter your seven-digit customer order number.

<http://cpsia.playcore.com>



APPENDIX A

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through end of contract.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of See attached warranty.

Company Name: Playcore Wisconsin, Inc. dba Gametime

Print Name: Rob Dominica

Signature:  _____

Date: 06/10/2025

APPENDIX B

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name: 96 Years performing work specialty: 96

Licenses currently valid and inforce: Business License 09/30/2025

2. Bidder's Representative

Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

Name: Rob Dominica Phone #: 407-331-0101 Cell #: 800-432-0162

Email: robd@gametime.com

3. Has Bidder been declared in default of any contract? Yes No
4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? Yes No
5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? Yes No
6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No
7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? Yes No
8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer?
 Yes No
9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name: Seminole County Public Schools Telephone #: 407-320-0192

Contact Name: Maureen Scanlam E-mail Address: scanlamz@scps.k12.fl.us

Scope of Work Provided: Playground, shade, surfacing design, installation, and replacment parts.

Project Dollar Value: 1,400,000.00 + Present Contract Status: Ongoing

Contract Dates: 2001 - present ongoing projects

Reference # 2

Organization Name: Martin County School District Telephone #: 772-219-1275

Contact Name: Brain Desreuisseau E-mail Address: desreub@martinschools.org

Scope of Work Provided: Playground, shade and surfacing design and installation.

Project Dollar Value: 164,000.00 Present Contract Status: Complete

Contract Dates: 07/2024-10/2024

Reference # 3

Organization Name: Martin County P&R Telephone #: 772-219-4929

Contact Name: Jim LoPilato E-mail Address: jlopilat@martin.fl.us

Scope of Work Provided: Playgrounds, shade and surfacing design and installation.

Project Dollar Value: \$123,000.00 Present Contract Status: Completed

Contract Dates: 2025

The School District of Manatee County is authorized to check your company's previous performance and contact references.

Authorizing Signature (Respondent)

APPENDIX C

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: Playcore Wisconsin, Inc. dba Gametime

Bidder's principal place of business (County and State): Seminole County, Florida

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following: N/A

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Or

Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

Or

Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX D

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

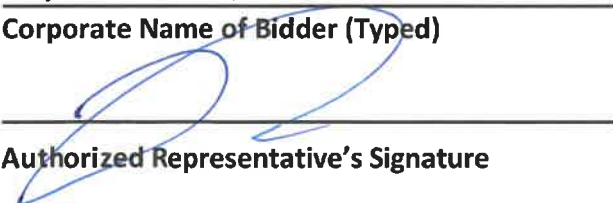
- 1. Has Bidder been declared in default of any contract? Yes No
- 2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? Yes No
- 3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? Yes No
- 4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? Yes No
- 5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? Yes No
- 6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer?
 Yes No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
N/A

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
N/A

Playcore Wisconsin, Inc. dba Gametime
Company Name

Playcore Wisconsin, Inc. dba Gametime
Corporate Name of Bidder (Typed)


Authorized Representative's Signature

06/10/2025
Date

APPENDIX E

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

- 1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Playcore Wisconsin, Inc. dba Gametime
Company Name


Signature of Contractor's Authorized Official

Rob Dominica - President/drp

Name and Title (Printed)

06/10/2025

Date

APPENDIX F

**FEDERAL DEBARMENT CERTIFICATION
CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as *Part IV of the January 30, 1989, Federal Register (pages 4722-4733)*

***** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE *****

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Playcore Wisconsin, Inc. dba Gametime

Company Name


Signature of Contractor's Authorized Official

Rob Dominica - President/drp

Name and Title of Contractor's Authorized Official

06/10/2025

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

APPENDIX G

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
 - b. Have a material business relationship involving the supply of military equipment, or
 - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
 - d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
 - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
 - b. Have made material investments with the effect of significantly enhancing Iran 's petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

Playcore Wisconsin, Inc. dba Gametime

Company Name


Signature of Contractor's Authorized Official

Rob Dominica - President/drp

Name and Title of Contractor's Authorized Official

06/10/2025

Date

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>

APPENDIX H

**BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or Current as of 1-9-17 11 cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Playcore Wisconsin, Inc. dba Gametime

Company Name


Signature of Contractor's Authorized Official

Rob Dominica - President/drp

Name and Title of Contractor's Authorized Official

APPENDIX I

Employment Eligibility Verification ("E-VERIFY")

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other remuneration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at <https://e-verify.uscis.gov/emp> to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on this document; by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 131211

Playcore Wisconsin, Inc. dba Gametime
Company Name


Signature of Contractor's Authorized Official

Rob Dominica - President/drp
Name and Title of Contractor's Authorized Official

06/10/2025
Date

APPENDIX J

Contractor Affidavit Regarding the Use of Coercion for Labor and Services

Contractor Name: Playcore Wisconsin, Inc. dba Gametime

Address: 150 Playcore Drive SE Ft Payne, AL 35968

Phone Number: 407-331-0101

Authorized Representative's Name: Rob Dominica

Authorized Representative's Title: President/drp

Email Address: robd@gametime.com

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of Manatee County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person;
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
- Cause or threaten to cause financial harm to any person;
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.



Signature of Authorized Representative

06/10/2025

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDMENT

The Proposer agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: Playcore Wisconsin, Inc. dba Gametime

MAILING ADDRESS: 150 Playcore Drive SE

CITY, STATE, ZIP CODE: Ft Payne, AL 35968

TELEPHONE NUMBER: 407-331-0101

FAX NUMBER: 407-331-4720

*SIGNATURE:  _____ DATE 06/10/2025

NAME AND TITLE: (Typed) Rob Dominica - President/drp

EMAIL ADDRESS: Robd@gametime.com



June 1, 2024

To Whom It May Concern,

RE: Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410:

Valued Customer,

GameTime, with its primary equipment manufacturing and general business operations located in Fort Payne, AL, hereby certifies the play systems and other recreational related items produced at its facility are compliant with regards to the Build America, Buy America (BABA) Act, Public Law No.117-58 §§ 70901-70952 - Buy America law, 23 U.S.C. § 313 and 23 CFR § 635.410.

Thank you for choosing GameTime as your trusted partner in play and recreation!

Respectfully Submitted,

Clint Whiteside
Director of Sales Administration
GameTime | PlayCore
544 Chestnut Street
Chattanooga, TN 37402



About GameTime

At GameTime, we recognize that the best play opportunities combine innovative and compliant equipment that provides children with stimulating physical and emotional challenges.



GameTime is a leading manufacturer of commercial playgrounds, custom play spaces and outdoor fitness equipment. Headquartered in Fort Payne, Alabama, and with distribution around the world, GameTime has been dedicated to enriching childhood through play since its founding in 1929.

Our products combine play research with thoughtful design to create playgrounds for children of all abilities. We bring together the right corporate, civic and nonprofit partners to build health, active communities and to make the world a better place for children and families.

Play is part of being human. It brings us to new worlds, takes us to places we've never been, and roots us more firmly in the places where we live. It builds a stronger sense of self, while also strengthening empathy with others. Play brings people together, and brings the best of our imaginations into creating a better reality.

Our work has elevated industry standards on safety, physical and mental development, inclusion and intergenerational interaction. Uniting deep research with real fun, information with inspiration, science with play. We invite you to join us as we work to enrich the lives of children through play. **gametime.com**.



Compliance on a Global Scale

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind as well as thrills. After all, we're parents too.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, www.ipema.org.



IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around



Playground Equipment. The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at www.ipema.com.

ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to www.access-board.gov

ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.



TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.





Installation

It is important to us that your installation process goes smoothly, and that everything is done to our specifications. We ensure our installers are trained on safety regulations, industry standards and best installation practices, so that you receive the best customer service experience.



CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First, attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and new industry information. They also are instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground holes, recognize and avoid underground utilities, and use the tools needed to ensure an accurate installation.

The course also includes a lecture series, with focuses on risk management, insurance, and many other topics that will give installers the knowledge and skills to make your playground everything you expect it to be. By completing our training, we can have the confidence that no matter where they are in the US, all of our playgrounds are being installed correctly, expertly, and to the exacting standards that we maintain throughout all of our processes.

Upon completion of the course our installers sign a contract that we share with our sales force, so that when scheduling an installation our representatives know who to choose to get the job done right. This manufacturer specific training course is unique to GameTime alone, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you should trust us to be your playground company.

Certificates are issued to installers after completion of our course, signifying they are trained to install GameTime equipment.

INSTALLERS WHO SHARE OUR VISION

It isn't enough to send our installers to a third party certification program. We want to meet them, teach them and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

That's why at GameTime we offer an intensive training course at our facility. We want to make sure our installers know safety regulations, industry standards and how they apply when installing our equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications.