



# V I L L A G E   O F   K E Y   B I S C A Y N E


*Village Council*

Michael W. Davey, *Mayor*  
Allison McCormick, *Vice Mayor*  
Luis Lauredo  
Edward London  
Brett Moss  
Katie Petros  
Ignacio J. Segurola

## MEMORANDUM

DATE: April 30, 2019

TO: Honorable Mayor and Members of the Village Council

FROM: Andrea Agha, Village Manager 

RE: Authorization to Piggyback Co-operative Contracts for the Repair & Replacement of Playground Equipment

### RECOMMENDATION

Authorize the use of Sourcwell Contract 0303117-LTS with PlayPower, Inc. ("PlayPower") and US Community Contract 2017001134 with Playcore Wisconsin, Inc. d/b/a GameTime ("GameTime") pursuant to Village Code Section 2-86 for purchases of playground equipment replacement and maintenance in amounts not to exceed budgeted funds. The Sourcwell Contract will remain effective until April 14, 2021, at which point it may be extended for another year at Sourcwell's discretion, while the US Community Contract will remain effective until July 1, 2022, at which point the contract has two options to renew for additional two-year terms each, making the contract potentially effective until July 1, 2026.

FY19 General Fund, Repairs & Maintenance Parks/Playground line item allocates \$45,000 for playground equipment replacement.

### BACKGROUND

Granting this purchase authority will permit the Parks Department to replace aging or damaged playground equipment in an expedited manner at competitive prices. Utilizing the piggyback procurement methodology is cost effective and efficient. The methodology ensures competitive pricing, affords the Village with greater buying power due to economies of scale and is more time effective for the Village. Utilizing these contracts, we anticipate saving approximately \$800 or 10% on the first purchase alone due to these contract awards.

The Village of Key Biscayne (“Village”) Parks, Recreation and Open Space Department (“PROS”) must perform routine repair and replacement of certain playground equipment on an on-going basis to maintain the level of service expected by Village residents in our parks. With respect to playgrounds, whenever a particular piece of equipment is identified as aging or broken, the PROS Department must engage in a procurement process to replace the equipment on a case-by-case basis, which delays the timeliness of repairs. Recently, the PROS Department discovered one broken Lilypod, and one in need of replacement. While preparing to replace these items, another piece of equipment, the Slither Slide, failed and required replacement. The total cost to replace this equipment was over approximately \$8,875.15, triggering the requirement for competitive bidding. While working with Procurement, Village staff determined the most efficient method of procuring playground equipment for the present and future repairs would be to have access to an on-going contract for playground equipment at discounted rates.

The Village currently has playground equipment from two prolific vendors: PlayPower and GameTime. It should also be noted that if a component of a PlayPower playground breaks, it must be replaced by another PlayPower component as the equipment brands are not interchangeable, limiting the practicality of competitively bidding each component as they break. Instead, Village staff has identified two competitively bid contracts from other government agencies that were awarded to each playground equipment vendor that satisfy the requirements of Village Code Section 2-86.

PlayPower was awarded a competitively bid contract with Sourcewell (formerly NJPA), contract number 0303117-LTS. The contract will remain effective until April 14, 2021, at which point it may be extended for another year at Sourcewell’s discretion. Sourcewell is a public entity created by the state law of Minnesota and for all intents and purposes is a local government unit. Generally, this contract offers a 10% discount on all PlayPower products. See attached Exhibit A for a summary of discounted pricing and labor rates under the PlayPower contract.

Similarly, GameTime has been awarded a competitively bid contract with the City of Charlotte, North Carolina, contract number 017001134. The City of Charlotte acted as the lead agency in a cooperative procurement and has made the resulting contract available for use by all US Community members, which includes the Village of Key Biscayne. The contract will remain effective until July 1, 2022, at which point the contract has two options to renew for additional two-year terms each, making the contract potentially effective until July 1, 2026. Generally, this contract offers a variety of discounts on all GameTime, and subsidiary, products and services. See attached Exhibit B for a summary of discounted pricing and labor rates under the GameTime contract.

Each company has an authorized dealer for the South Florida region that act as distributors for their products: Playmore West, Inc. for PlayPower and Dominica Recreation Products, Inc. for GameTime. Each dealer is included as an authorized dealer on the manufacturers’ respective contracts and would be the primary contacts for the Village.

Reviewed by Ms. Haydee Sera and Mr. Chad Friedman of Weiss, Serota, Helfman Cole & Bierman as to form and legal sufficiency.

**RESOLUTION NO. 2019- \_\_\_\_\_**

**A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING PLAYPOWER, INC. AND PLAYCORE WISCONSIN, INC. (D/B/A GAMETIME) FOR PLAYGROUND EQUIPMENT REPLACEMENT PARTS ON AN AS-NEEDED BASIS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Section 3.07(b) of the Charter of the Village of Key Biscayne, Florida (“Village”), the Village Council desires to authorize the expenditure of Village funds for the capital project consisting of the purchase of replacement parts (“Parts”) for the Village’s playground equipment on an as-needed basis; and

**WHEREAS**, the Village may, pursuant to Section 2-86 of the Village Code of Ordinances (“Village Code”), enter into bids or contracts entered into by another governmental authority, provided that the governmental authority has gone through a competitive bidding procedure leading to the award of the bid or contract in question; and

**WHEREAS**, the type of purchase contemplated by the Village has been competitively bid by Sourcewell, a service cooperative created by the Minnesota legislature as a local unit of government, which has entered into Sourcewell Contract No. 0303117-LTS (“Sourcewell Contract”) with PlayPower, Inc. (“PlayPower”); and

**WHEREAS**, the purchase has also been competitively bid by the City of Charlotte, North Carolina, which makes its contract available to other governments through the U.S. Communities Government Purchasing Alliance and has entered into U.S. Communities Government Purchasing Alliance Contract No. 2017001134 (“Alliance Contract”) with Playcore Wisconsin, Inc. d/b/a GameTime (“GameTime”); and

**WHEREAS**, in accordance with Section 2-86 of the Village Code, the Village Council seeks to authorize the Village Manager to purchase Parts from PlayPower or GameTime on an as-needed basis consistent with the terms and conditions of the Sourcewell or Alliance Contracts in an amount not to exceed budgeted funds; and

**WHEREAS**, the Village Council finds that this Resolution is in the best interest and welfare of the citizens of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA AS FOLLOWS:**

**Section 1. Recitals.** That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

**Section 2. Approval of Purchase.** The Village Council hereby approves the purchase of the Parts.

**Section 3. Authorization for Purchase.** The Village Council hereby authorizes the Village Manager to purchase Parts from PlayPower or GameTime on an as-needed basis consistent with the terms and conditions of the Sourcewell or Alliance Contracts in an amount not to exceed \$45,000 for fiscal year 2019 and an amount not to exceed budgeted funds through fiscal year 2022.

**Section 4. Effective Date.** That this Resolution shall be effective immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
MICHAEL W. DAVEY, MAYOR

ATTEST:

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JENNIFER MEDINA, CMC  
VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

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WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.  
VILLAGE ATTORNEY

EXHIBIT "A"



**Sourcwell (NJPA) Contract #030117- LTS Equipment Pricing & Labor Rates**

**FOB ORIGIN (FREIGHT NOT INCLUDED)**

	Destination	Discount From Published List
Playground Structures, Fitness Equipment, Early Childhood, Site Amenities, Rock & Ropes, Shade	All 50 states	10%

Custom Equipment:	
Level 1 Customs	Priced not to exceed \$10,000
Level 2 Customs	Priced from \$10,001 - \$26,000
Level 3 Customs	Priced from \$26,001 - \$60,000
Level 4 Customs	Priced from \$60,001 - \$100,000
Level 6 Customs	Priced from \$100,001 - \$250,000

**Turnkey Solutions:**

Equipment Installation	Priced from 30% - 66% of Equipment List Price. Pricing can vary greatly by state/province and across the various regions of the country
Demo & Removal of Existing Equipment	Priced from \$2600 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Site Preparation	Priced from \$2500 - \$6000 per day. Pricing can vary greatly by state/province and across the various regions of the country
Planning & Design Services	Priced from \$0 - \$2500 per day. Pricing can vary greatly by state/province and across the various regions of the country
Engineered Wood Fiber Surfacing	Priced from \$38 - \$68 per cubic yard. Pricing can vary greatly by state/province and across the various regions of the country
Poured in Place Rubber Surfacing	Priced not to exceed \$20 per square foot. See separate price schedule
Playground Turf	Priced not to exceed \$22 per square foot
Rubber Tile Surfacing	Priced not to exceed \$24 per square foot
Community Build Layout & Supervision	Priced from \$750 - \$1000 per man day plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Maintenance & Repairs	Priced from \$60 - \$75 per man hour plus materials & equipment. Pricing can vary greatly by state/province and across the various regions of the country
Bonding	Not to exceed 5% of billed amount

**Notes:**

- 1) All equipment to be installed in accordance with specifications by PlayPower factory-certified professional installers
- 2) Equipment shall be installed within four (4) weeks of product delivery, unless requested by agency to be delayed
- 3) Customer shall receive, unload and inspect goods upon arrival, noting any discrepancies on the Delivery Receipt prior to written acceptance of the shipment unless other arrangements have been made
- 4) Customer shall be responsible for providing a clear, level site and for coordinating the scheduling of all deliveries and installation
- 5) Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs
- 6) Equipment installation pricing excludes all site work and landscaping; removal of existing equipment; storage of goods prior to installation; and drainage provisions. Call local representative for an estimate for site services
- 7) Building Permits, if required, shall be charged at the provider's cost

**Playground Equipment Volume Rebates:**

PlayPower offers the following customer volume rebate based on the calendar year:	
\$500,000 to \$999,999	1% Rebate
\$1,000,000 to \$1,499,999	2% Rebate
\$1,500,000 and above	3% Rebate



**No Fault Safety Surface  
Poured in Place Rubber**

Rubber	SF Range										
	1000-1499	1500-1999	2000-2499	2500-2999	3000-3499	3500-3999	4000-4499	4500-4999	5000-5499	5500-5999	6000 & Up
1.75"	\$12.21	\$12.04	\$11.94	\$11.82	\$11.82	\$11.82	\$11.82	\$11.71	\$11.71	\$11.71	\$11.71
2.25"	\$12.99	\$12.88	\$12.77	\$12.70	\$12.66	\$12.66	\$12.66	\$12.60	\$12.60	\$12.60	\$12.54
2.5"	\$13.59	\$13.37	\$13.38	\$13.32	\$13.26	\$13.26	\$13.21	\$13.21	\$13.16	\$13.15	\$13.15
3"	\$14.82	\$14.60	\$14.54	\$14.42	\$14.44	\$14.43	\$14.44	\$14.38	\$14.38	\$14.32	\$14.32
3.5"	\$16.04	\$15.87	\$15.65	\$15.60	\$15.59	\$15.60	\$15.54	\$15.55	\$15.55	\$15.48	\$15.48
<b>Quantity Discounts:</b>											
5%	1000-1999										
10%	2000-2999										
15%	3000-5499										
20%	5500 & Up										

**Qualifications:**

Prices include installation in 48 contiguous United States

Additional installation costs will apply in the states of AK & HI

Prices do not include sales tax.

Prices do not include union or prevailing wages. Prices do not include freight or shipping.

Prices do not include security of site during installation and curing timeframe. Prices do not include payment or performance bonds.

Prices do not include dumpster.

**Payment Terms:**

Net 30

**General Conditions:**

Prices are based on standard color blends of 50% Standard Color / 50% Black. Standard Colors are: Tan, Blue, Terra Cotta Red and Green

Deduct \$0.85/sf for 100% Black

Add \$1.50/sf for 100% color blends.

**GAMETIME 2019 U.S. COMMUNITIES DISCOUNT SCHEDULE****GENERAL DESCRIPTION OF PRODUCTS AND/OR SERVICES****USC DISCT**

**1.0 Park and Playground Equipment** including, but not limited to, themed systems, stand-alone activities, system components, and replacement parts.

1.1	GameTime Play Equipment (see volume discount below)	Principal Components	24%
		Primary Components	20%
		Ancillary Accessories	18%
		Complimentary Products	16%
		Companion Accessories	9%
		Auxiliary Products	6%
		Enhancement Products	3%
		Exempt Specials	0%
1.2	BigToys Play Equipment	EarlyWorks (6 months) & beyond	6%
1.3	Harmony Park Freenotes	Musical Instruments	5%
1.4	Snug	Early Childhood Play Equipment	6%
1.5	UltraPlay	Play Equipment	6%
1.6	UltraPlay - Discovery Centers	Play Equipment	6%
1.7	UltraPlay - Early Play	Early Childhood Play Equipment	6%
1.8	UltraPlay - NatureRocks	Climbing Rocks	6%

**2.0 Outdoor Fitness Equipment** for all ages and levels including, but not limited to, challenge courses, strength building and resistance mechanisms, multigenerational fitness, optional precision timing systems, climbing walls, pool equipment, pool lifts, and pool timing systems.

2.1	GameTime Fitness	Companion Accessories	9%
		Auxiliary Products	6%
		Contributory Products	3%
		Exempt Accessories	0%
2.2		WaterFit Fitness Equipment	See Price List
2.3	Colorado Time Systems	Aquadic Timing Systems	
2.4		Track Timing Systems	
2.5	Everlast	Climbing Walls	10%
2.6	Power Systems	Fitness Accessories	See Price List

**3.0 Site Accessories** such as, but not limited to, benches, picnic tables, planters, bike racks, bike lockers, shelter and shade structures, bleachers, grandstands, scoreboards and other related site accessories.

GameTime	Ancillary Components	3%
	Adjunct Accessories	3%
Colorado Time Systems	Scoreboards	See Price List
Dero	Bike Storage	5%
GT Grandstands	Grandstands	6%
NRS	Bleachers	6%
GTShade	Shade Structures	3%
UltraShelter	Shelter Structures	4%
UltraSite	Site Furnishings & Accessories	6%



## GAMETIME 2019 U.S. COMMUNITIES DISCOUNT SCHEDULE

### GENERAL DESCRIPTION OF PRODUCTS AND/OR SERVICES

USC DISCT

**4.0 Surfacing Materials** including but not limited to pour-in-place, rubber tiles, wood fiber, and recycled materials.

GameTime & GTImpax	Engineered Wood Fiber	18%
	Recycled Materials (Shredded)	
	Tiles	
	Poured-In-Place & Bonded	
	Turf	
	LifeFloor	
	Surfacing Accessories	

**5.0 Related Products** such as water parks, skate parks, dog parks and any other related products.

Colorado Time Systems	Aquatic & Track Timing Systems	See Price List
Spectrum	Pool Lifts & Aquatic Components	See Price List
Spohn Ranch	Skate Parks	See Price List
UltraSite - BarkPark	Dog Parks	20%
Water Odyssey	Water Parks	See Price List

**6.0 Services** such as, but not limited to, installation, design, layout, repair and/or maintenance, removal, disposal, project management and any other related Services to provide customer support.

GameTime	Design & Project Management	No Charge
GameTime Sales Agencies	Design, Project Management, Community Install Services	See Price List
GameTime Installers	Installation, Sitework, Layout, Repair, Maintenance, Removal, Disposal	See Price List
Playground Guardian	Safety Audits & Inspections	See Price List

Volume Discounts

Volume single purchases of GameTime composite play systems at U.S. Communities net pricing shall be eligible for an additional discount of 5% for orders totaling from \$50,000 to \$75,000; 10% from \$75,000 to \$100,000 and 15% for orders exceeding \$100,000.

Installation Fees

See *GameTime U.S. Communities Installation Charges*

Shipping and Delivery – Shipping Program

Shipments shall be f.o.b. destination with freight charges prepaid and added separately.