

APPROVED

NOV 01 2017

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 17-228

DATE November 01, 2017

C.D. All

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: AWARD OF CONTRACT FOR AS-NEEDED PURCHASE OF PLAYGROUND EQUIPMENT, SURFACING, SITE FURNISHINGS AND RELATED PRODUCTS AND SERVICES – USE OF THE SELECTION PROCESS OF THE CITY OF CHARLOTTE, IN THE COUNTY OF MECKLENBURG, NORTH CAROLINA TO PROVIDE THESE SERVICES UNDER CONTRACT (No. 2017001134) WITH PLAYCORE WISCONSIN, INC. DBA GAMETIME

AP Diaz	_____	V. Israel	_____
R. Barajas	_____	S. Pifa-Cortez	_____
H. Fujita	_____	*N. Williams	<u>NDW</u>


General Manager

Approved _____ Disapproved _____ Withdrawn _____

RECOMMENDATIONS

1. Find that the Department of Recreation and Parks (RAP) desires to secure a contract to provide recreation and parks equipment, and installation, in order to enhance the recreational experience of the public; PlayCore Wisconsin Inc. D/B/A Gametime (Gametime) is experienced in providing playground equipment, surfacing, site furnishings and related products, is willing to perform such services, and can provide such services more economically to RAP and it is in RAP's best interest to secure these services with Gametime; and
2. Find, in pursuant to Charter Section 371(e)(2), that the professional, scientific, expert, technical or other special services to be provided by CONTRACTOR are of a temporary and occasional character for which competitive bidding is not practicable or advantageous; and
3. Find pursuant to Charter Section 371(e)(8) that the City may, in lieu of undertaking its own competitive bidding or proposal process, use (piggyback) the City of Charlotte in the County of Mecklenburg, North Carolina's (Charlotte) Contract with Gametime, through the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) administered by U.S. Communities, because contracts for cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts of those agencies and any implementing contracts, even though the contracts and implementing contracts were not entered into through a competitive bid or proposal process are an exception to the City's competitive bidding and proposal requirements; and

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4. Find, in pursuant to Charter Section 371(e)(10), that the services to be provided by CONTRACTOR are for the performance of professional, scientific, expert or technical services and the use of competitive bidding would be undesirable, impractical or impossible or is otherwise excused by common law; and
5. Find, in accordance with Charter Section 1022, that RAP does not have available in its employ personnel with the necessary expertise to undertake and accomplish the aforementioned specialized supplies and professional services in a timely manner and that it is more feasible to secure these services by contract; and
6. Find that the letter attached hereto dated July 10, 2017 (Appendix B) from Gametime authorizes RAP as a Participating Public Agency to utilize Contract No. 2017001134 between Gametime and Charlotte for the purchase of playground equipment, surfacing, site furnishings and related products and services; and
7. Authorize RAP to enter into the proposed Contract (see Exhibit 2), substantially in the form on file in the Board Office, subject to the review and approval of the Mayor, and the City Attorney as to form, between RAP and Gametime, for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services, on an occasional and as needed basis, not-to-exceed Seven Million Dollars per year; the initial term of this contract being from the date of execution through the prorated remainder of the five (5) year Contract 2017001134 between Gametime and Charlotte, set to expire June 30, 2022; and
8. Authorize the General Manager at his sole discretion to extend the term of the Contract or two (2) additional, two-year terms, if Charlotte exercises its option to renew its contract with Gametime for an additional two (2), two-year terms; and
9. Direct the Board Secretary to transmit the Contract to the Mayor in accordance with Executive Directive No. 3 (Villaraigosa Series), subject to approval of the City Council, and of the City Attorney as to form; and
10. Authorize the General Manager or their designee to make technical corrections to the contract as necessary; and
11. Authorize the Board President and Secretary to execute the proposed Contract upon receipt of the necessary approvals.

SUMMARY

RAP has an ongoing need for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services. The ability to purchase and install such material and equipment is critical to meeting RAP's needs to build new and retrofit and repair existing park property.

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The Gametime contract provides RAP with a variety of turnkey designs, manufacturing and installation options for play equipment, poured-in-place surfaces, and site furnishing. The contract allows RAP the ability to select a wide variety of standard manufactured and customized recreation and parks equipment. If desired, RAP may use this contract to retrofit, repair and/or maintain RAP's existing recreation & parks equipment. Historically, RAP has successfully worked with Gametime, and looks forward to the purchase and installation of future equipment installations. The Charlotte contract, a master intergovernmental cooperative purchasing agreement, was a competitively bid process wherein all purchasing parties are guaranteed the greatest discounted off-catalog pricing of products and services. Use of this contract is in agreement with RAP's contract terms for achieving the lowest pricing available. A new competitive process facilitated by RAP would therefore not be practicable or advantageous.

Staff is recommending that the Board authorize RAP to piggyback on Charlotte's competitively bid contract with Gametime. Gametime has issued a letter (Appendix B, on file in the Board Office) to RAP which authorizes use of the contract with Charlotte. Under Charlotte's current contract in the recitals section, Charlotte "has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies (Appendix A)." RAP will issue a separate contract number and the Contract will be executed between the Gametime and RAP through the Board. Gametime's current contract with Charlotte will expire on June 30, 2022. Additionally, Charlotte has the options to extend this contract, which, if exercised, would extend the term of their contract for two (2) additional, two-year terms to June 30, 2024, and to June 30, 2026 respectively. In the event that Charlotte exercises its options, RAP's General Manager will also have the sole discretion to extend RAP's Contract for two (2) additional, two-year terms to June 30, 2024, and to June 30, 2026 respectively.

The proposed contract is recommended in an amount not-to-exceed an annual expenditure of Seven Million Dollars (\$7,000,000.00) per year for the purchase and installation of playground equipment, surfacing, site furnishings and related products and services on an as-needed basis. The contract amount is an estimate, and RAP does not guarantee that the contract maximum amount will be reached. RAP, in entering into a contract, guarantees no minimum amount of business or compensation. The contract awarded through this Report shall be subject to funding availability and early termination by RAP, as provided in the Standard Provisions for City Contracts (Rev 10/17). Funding for projects will be provided from various funding sources.

TREES AND SHADE

No projects are currently associated with this proposed contract. As such there is no direct impact on trees or shade.

ENVIRONMENTAL IMPACT STATEMENT

No projects are currently associated with this proposed contract. As such there is no direct environmental impact statement required.

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FISCAL IMPACT STATEMENT

Executing this proposed contract will enable RAP to carry out various construction and maintenance projects on an occasional as-needed basis, and has no impact to RAP's General Fund as funding will be identified on a per project basis.

This Report was prepared by Robert Feld, Sr. Management Analyst I, and reviewed by Matthew Rudnick, Chief Management Analyst, Finance Division.

LIST OF ATTACHMENTS/APPENDICES

- 1) Appendix A – Contract between the City of Charlotte and Gametime.
- 2) Appendix B – Letter dated July 10, 2017 from Gametime authorizing RAP as a Participating Public Agency to utilize Contract 201700134.
- 3) Exhibit 2 – Proposed Contract between RAP and Gametime

