



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: January 7, 2016

Staff Contact: Laura Tadman and Zach Good

Agenda Title: For Possible Action: To approve Contract No. 1516-086 for Vehicle Tires, Tubes, and Services with Michelin North America, Inc., The Goodyear Tire and Rubber Company, and Bridgestone Americas Tire Operation, LLC through Joinder Contract No. 7962 with the State of Nevada through March 31, 2017 for a not to exceed annual amount of \$175,000 to be funded from the Fleet-Inventory: Materials/Auto Parts Fund. (Laura Tadman; LTadman@carson.org and Zach Good; ZGood@carson.org)

Staff Summary: This contract provides tires, tubes and related tire services for the City of Carson City.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve Contract No. 1516-086 for Vehicle Tires, Tubes, and Services with Michelin North America, Inc., The Goodyear Tire and Rubber Company, and Bridgestone Americas Tire Operation, LLC through Joinder Contract No. 7962 with the State of Nevada through March 31, 2017 for a not to exceed annual amount of \$175,000 to be funded from the Fleet-Inventory: Materials/Auto Parts Fund.

Board's Strategic Goal

Efficient Government

Previous Action

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195 Joinder or mutual use of contracts by governmental entities.

1. A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. The originally contracting local government is not liable for the obligations of the governmental entity which joins or uses the contract.

2. A governing body or its authorized representative may join or use the contracts of the State of Nevada or another state with the authorization of the contracting vendor. The State of Nevada or other state is not liable for the obligations of the local government which joins or uses the contract.

(Added to NRS by 1975, 1539; A 1985, 357; 1999, 1686; 2001, 1320; 2003, 2263; 2005, 2556)

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: 560-0000-141.01-00

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved the Fleet-Inventory: Materials/Auto Parts Fund will be reduced annually by \$175,000.

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

- 1) _____
- 2) _____

Aye/Nay

(Vote Recorded By)

CONTRACT FOR JOINDER CONTRACT
Contract No. 1516-086
Titled: Vehicle Tires, Tubes, & Services

CONTRACT ACCEPTANCE AND EXECUTION:

The Board of Supervisors for Carson City, Nevada at their publicly noticed meeting of January 7, 2016 approved the acceptance of **CONTRACT No. 1516-086**. Further, the Board of Supervisors authorizes the Mayor of Carson City, Nevada to set his hand to this document and record his signature for the execution of this contract in accordance with the action taken.

CARSON CITY, NEVADA

ROBERT L. CROWELL, MAYOR

DATED this 7th day of January, 2016.

ATTEST:

SUSAN MERRIWETHER, CLERK-RECORDER

DATED this 7th day of January, 2016.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Tires, Tubes and Services
Nevada Contract Number: 7962

Michelin North America, Inc.
P.O. Box 19001
Greenville, SC 29602-9001
Contact: Kaye Pittman
Phone: (864) 458-6030 Fax: (864) 458-5119
kaye.pittman@us.michelin.com

And

State of Nevada
Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300, Carson City, NV 89701
Contact: Heather Moon
Phone: (775) 684-0179 Fax: (775) 684-0188
E-mail: hmoon@purchasing.state.nv.us

WHEREAS, Nevada Revised Statute (NRS) 333 et al authorizes the Chief of the Purchasing Division to purchase or contract for all supplies, materials and equipment needed by any using agency, unless otherwise provided by law; and pursuant to NRS 277.100, NRS 333.162(1)(d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

WHEREAS, it is deemed that the supplies, material or equipment of Contractor is both necessary and in the best interests of the State of Nevada; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. Scope: This addendum covers the WSCA Tires, Tubes and Services for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.
2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Participating State Modifications or Additions to Master Price Agreement:
Provide quarterly reports for Nevada usage to Heather Moon (Primary Contact).
4. Lease Agreements: None.
5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Participating State

Name: Heather Moon, Buyer
Address: 515 E. Musser Street, Suite 300, Carson City, NV 89701
Telephone: 775-684-0179
Fax: 775-684-0188
E-mail: hmoon@purchasing.state.nv.us



6. Subcontractors: None.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number and the Participating State contract number: MA211/7962.

This Participating Addendum and the Master Price Agreement number MA211/7962 together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|--|
| Participating State: Nevada | Contractor: Michelin North America, Inc. |
| By:  | By:  |
| Name: Kimberlee East | Name: Kaye Pittman |
| Title: Deputy Administrator | Title: Government Contracts Specialist |
| Date: 3/19/12 | Date: March 19, 2012 |

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Tires, Tubes and Services
Nevada Contract Number: 7962**

The Goodyear Tire & Rubber Company
1144 E. Market Street - D/709
Akron, OH 44316-0001
Contact: Jeanne Oberdier
Phone: (330) 796-4352 Fax: (330) 796-3404
jeanne.oberdier@goodyear.com

And

State of Nevada
Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300, Carson City, NV 89701
Contact: Heather Moon
Phone: (775) 684-0179 Fax: (775) 684-0188
E-mail; hmoon@purchasing.state.nv.us

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2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
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Provide quarterly reports for Nevada usage to Heather Moon (Primary Contact).
4. Lease Agreements: None.
5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

[Faint, illegible text]

Participating State

Name: Heather Moon, Buyer
Address: 515 E. Musser Street, Suite 300, Carson City, NV 89701
Telephone: 775-684-0179
Fax: 775-684-0188
E-mail: hmoon@purchasing.state.nv.us

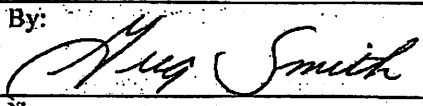
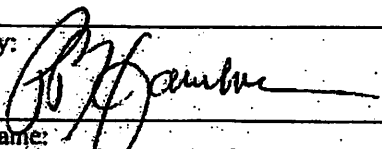
6. Subcontractors: None.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number and the Participating State contract number: MA208/7962.

This Participating Addendum and the Master Price Agreement number MA208/7962 together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|--|
| Participating State: Nevada | Contractor: The Goodyear Tire & Rubber Company |
| By:  | By:  |
| Name: <u>Greg Smith</u> | Name: Pierre Jambon |
| Title: <u>Administrator</u> | Title: Vice President Off Highway |
| Date: <u>3-16-12</u> | Date: 3-16-12 |

ATTEST: 
Assistant Secretary

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Tires, Tubes and Services
Nevada Contract Number: 7962**

Bridgestone Americas Tire Operations, LLC
525 Marriott Dr.
Nashville, TN 37214-0991
Contact: Vicky Dunbar
Phone: (615) 937-3693 Fax: (615) 493-0000
dunbarvicky@bfusa.com

And

State of Nevada
Department of Administration, Purchasing Division
515 E. Musser Street, Suite 300, Carson City, NV 89701
Contact: Heather Moon
Phone: (775) 684-0179 Fax: (775) 684-0188
E-mail: hmoon@purchasing.state.nv.us

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3. **Participating State Modifications or Additions to Master Price Agreement:**
Provide quarterly reports for Nevada usage to Heather Moon (Primary Contact).
4. **Lease Agreements:** None.
5. **Primary Contacts:** The primary government contact individual for this participating addendum are as follows (or their named successors):

Participating State

Name: Heather Moon, Buyer
Address: 515 E. Musser Street, Suite 300, Carson City, NV 89701
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Fax: 775-684-0188
E-mail: hmoon@purchasing.state.nv.us

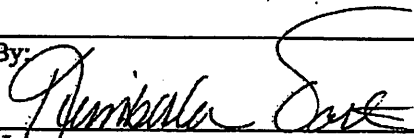
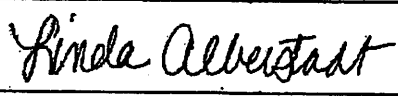
6. Subcontractors: None.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Lead State price agreement number and the Participating State contract number: MA210/7962.

This Participating Addendum and the Master Price Agreement number MA210/7962 together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

| | |
|---|--|
| Participating State: Nevada | Contractor: Bridgestone Americas Tire Operations, LLC |
| By:  | By:  |
| Name: Kimberlee Tarter | Name: Linda Alberstadt |
| Title: Dep Administrator | Title: Mgr, PR, Military & Govt |
| Date: 4/11/12 | Date: 4-11-12 |

Department of Administration
Purchasing Division

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7962 | VEHICLES TIRE TUBES AND SERVICES | PERMISSIVE FOR STATE AGENCIES

Contract Overview

Master Services Agreement (MSA) contracts for vehicle accessories, parts and services

Permissive Users

These contracts may be used by the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada.

Quick Links to Vendors

- Bridgestone/Firestone North America Tire, LLC
- Goodyear Tire & Rubber Company
- Michelin North America, Inc.

Ordering Instructions

Contract Administrator

Primary: Heather Moon
 775-684-0179
 hmoon@admin.nv.gov

Solicitation Documents

Vendor(s)

| | |
|---|--|
| <p>Vendor Name Vendor Number Contract Period Vendor Contact(s)</p> | <p>Bridgestone/Firestone North America Tire, LLC Contact the Contract Administrator noted above to facilitate the setup of a vendor number 04-01-2012 through 03-31-2017 statewide</p> |
|---|--|

| | |
|----------------------------------|---|
| <p>Vendor Contract Documents</p> | <p>7962-Bridgestone-Dealers 7962-Bridgestone-Pricing 7962-Bridgestone-Service</p> |
|----------------------------------|---|

| | |
|---|--|
| <p>Vendor Name Vendor Number Contract Period Vendor Contact(s)</p> | <p>Goodyear Tire & Rubber Company Contact the Contract Administrator noted above to facilitate the setup of a vendor number 04-01-2012 through 03-31-2017 northern</p> |
|---|--|

| | |
|----------------------------------|--|
| <p>Vendor Contract Documents</p> | <p>7962-Goodyear-Dealers12 7962-Goodyear-Pricing 7962-Goodyear-Service-Pricing15</p> |
|----------------------------------|--|

| | |
|---|---|
| <p>Vendor Name Vendor Number Contract Period Vendor Contact(s)</p> | <p>Michelin North America, Inc. Contact the Contract Administrator noted above to facilitate the setup of a vendor number 04-01-2012 through 03-31-2017 statewide</p> |
|---|---|