



## STAFF REPORT

**Report To:** Board of Supervisors **Meeting Date:** June 6, 2019

**Staff Contact:** Carol Akers and Zach Good

**Agenda Title:** For Possible Action: Discussion and possible action regarding Contract No. 1920-006, for Vehicle Tires, Tubes, and Services with The Goodyear Tire and Rubber Company, Bridgestone Americas Tire Operation, LLC and Continental Tire the Americas, LLC, through the State of Nevada's Participating Addendums with NASPO ValuePoint, through March 31, 2024 for a not to exceed annual amount of \$170,000 and a total contract amount not to exceed \$850,000. (Carol Akers; CAkers@carson.org and Zach Good; ZGood@carson.org)

Staff Summary: In Fiscal years 2017, 18, and 19, the City utilized the State of Nevada tire contract to purchase tires. This contract provides tires, tubes and related tire services for the City. The City spends between \$120,000 to \$170,000 per year on tires and related services. The total purchase amount exceeds \$50,000 and therefore requires Board of Supervisors approval pursuant to City policy.

**Agenda Action:** Formal Action / Motion **Time Requested:** 5 minutes

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### **Proposed Motion**

I move to approve Contract No. 1920-006.

### **Board's Strategic Goal**

Efficient Government

### **Previous Action**

None

### **Background/Issues & Analysis**

Tires are tracked and accounted for through Fleet Service's electronic inventory, video surveillance, and electronic card lock. The tire contracts allow the City to purchase tires at Government pricing. Tires are replaced at 5/32 tread depth or when showing any defect deemed unsafe for operation.

Contracts being utilized:

(Joinder) State of Nevada / NASPO ValuePoint-The Goodyear Tire and Rubber Company

Participating Addendum# 99SWC-NV19-1962 (expires 03/31/24)

<https://www.naspovaluepoint.org/portfolio/tires-tubes-and-service-2019-2024/the-goodyear-tire-rubber-company/>

(Joinder) State of Nevada / NASPO ValuePoint- Bridgestone Americas Tire Operations, LLC

Participating Addendum# 99WC-NV19-1964 (expires 03/31/24)

<https://www.naspoaluepoint.org/portfolio/tires-tubes-and-service-2019-2024/bridgestone-tires-tubes-and-services/>

(Joinder) State of Nevada / NASPO ValuePoint-Continental Tire the Americans, LLC

Participating Addendum# 99SWC-NV19-2010 (expires 03/31/24)

<https://www.naspoaluepoint.org/portfolio/tires-tubes-and-service-2019-2024/continental-tire-the-americas-llc/>

**Applicable Statute, Code, Policy, Rule or Regulation**

NRS 332.195

**Financial Information**

**Is there a fiscal impact?** Yes

**If yes, account name/number:** Fleet-Inventory: Materials/Auto Parts - 560-0000-141.01-00

**Is it currently budgeted?** Yes

**Explanation of Fiscal Impact:** If approved, \$170,000 for FY20 will come out of the Fleet-Inventory: Materials/Auto Parts Account. The following four years will be appropriated in the budget annually. Over the last few years the spend on tires has been FY16/17 - \$151,092.87; FY17/18 - \$137,304.41; FY18/19 to date - \$145,001.20.

**Alternatives**

Do not approve contract to purchase or provide alternative direction to staff.

**Attachments:**

[PA-Supporting Docs.pdf](#)

**Board Action Taken:**

Motion: _____	1) _____	Aye/Nay
	2) _____	_____
		_____
		_____
		_____

\_\_\_\_\_  
(Vote Recorded By)

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**NASPO ValuePoint Tires, Tubes and Services**  
Administered by the State of Iowa (hereinafter "Lead State")

**MASTER AGREEMENT**

The Goodyear Tire and Rubber Company  
Master Agreement No: 19101  
(hereinafter "Contractor")

And

**State of Nevada/99SWC-NV19-1962**  
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the **Tires, Tubes and Services** led by the State of Iowa for use by state agencies and other entities located in the Participating State/Entity authorized by that state's statutes to utilize state/entity contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state/entity contracts are subject to the prior 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/Entity Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

No changes to the terms and conditions of the Master Agreement are required

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- 3.1 **LOCAL GOVERNMENTS:** Local governments (as defined in NRS §332.015) are intended third party beneficiaries of this contract and any local government may join or use this or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses this or any contract resulting from this Participating Addendum.
- 3.2 **REQUISITIONS:** All State agencies requisitions over \$5000.00 will be processed by and through the Nevada Purchasing Division and a purchase order issued, as needed, at the contracted price(s). Local governments as defined in NRS 332.015 can purchase directly and be billed by vendor.

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- 3.3 CUSTOMER FRIENDLY CATALOG: Contractor will provide an electronic catalogue accessible through NevadaEPro, but orders must be sent directly to the selected authorized distributor. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or punchout platform is appropriate.
- 3.4 ADMINISTRATIVE FEE:
- a. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
  - b. Applicable administrative fees shall not be included on the invoice as an individual line item.
  - c. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
  - d. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) days of quarter end (refer to section below).
  - e. Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: [NVQtlyReport@admin.nv.gov](mailto:NVQtlyReport@admin.nv.gov)
  - f. Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:

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Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the

Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

g. Nevada Purchasing Division Statewide Contract Quarterly Usage Report:

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
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Fee Payment and Report Schedule:

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Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

<b>Period End</b>	<b>Report Due</b>
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

h. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the timing for submission of the Quarterly Administrative Fee and Usage Report, with (30) calendar days written notice to the Contractor. Contractor understands and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.

i. Timely Reports and Fees:

If the quarterly administrative fee is not paid and quarterly report is not received by forty five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.

4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: The Goodyear Tire and Rubber Company

Name	Jeff Goodenow
Address	200 Innovation Way, Akron, OH 44316
Telephone	330-796-4352

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E-mail	jsgoodenow@goodyear.com
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Participating Entity: Nevada

Name	Heather Moon
Address	515 E. Musser St, Rm 300, Carson City, NV 89701
Telephone	775-684-0179
Fax	775-684-0188
E-mail	<a href="mailto:hmoon@admin.nv.gov">hmoon@admin.nv.gov</a>

5. **Subcontractors:** All contractors, dealers and resellers authorized in the State of Nevada, as shown on the dedicated The Goodyear Tire and Rubber Company NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
  
6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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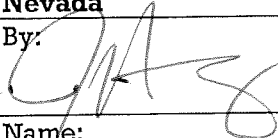

**MASTER AGREEMENT**

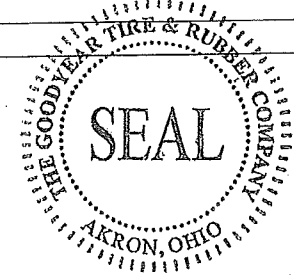
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <b>Nevada</b>	Contractor: The Goodyear Tire and Rubber Company
By: 	By: 
Name: <b>Jeffrey Haag</b>	Name: Michael V Dwyer
Title: <b>Administrator</b>	Title: Chief Customer Officer North America
Date: <u>4-5-2019</u>	Date: <u>4/4/19</u>



For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Ted Fosket
Telephone	907-723-3360
E-mail	<a href="mailto:TFosket@NASPOValuePoint.org">TFosket@NASPOValuePoint.org</a>

**[Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases]**



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**NASPO ValuePoint**  
**NASPO ValuePoint Tires, Tubes and Services**  
Administered by the State of Iowa (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: 19102  
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And

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4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Bridgestone Americas Tire Operations, LLC

Name	Gregg Trospen
Address	200 4 <sup>th</sup> Avenue South
Telephone	615-937-3794
E-mail	TrospenGregg@bfusa.com

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And

**State of Nevada/99SWC-NV19-1964**  
(hereinafter "Participating State/Entity")

Participating Entity: Nevada

Name	Heather Moon
Address	515 E. Musser St, Rm 300, Carson City, NV 89701
Telephone	775-684-0179
Fax	775-684-0188
E-mail	<a href="mailto:hmoon@admin.nv.gov">hmoon@admin.nv.gov</a>

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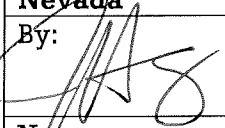
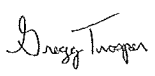
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Participating State: <b>Nevada</b>	Contractor: Bridgestone Americas Tire Operations, LLC
By: 	By: 
Name: <b>Jeffrey Haag</b>	Name: Gregg Trospen
Title: <b>Administrator</b>	Title: Manager Government & Military Sales
Date: <b>3-27-2019</b>	Date: 3/26/19

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Ted Fosket
Telephone	907-723-3360
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PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

**PARTICIPATING ADDENDUM**  
**NASPO ValuePoint**  
**NASPO ValuePoint Tires, Tubes and Services**  
Administered by the State of Iowa (hereinafter "Lead State")

**MASTER AGREEMENT**  
Continental Tire the Americas, LLC  
Master Agreement No: 19103  
(hereinafter "Contractor")  
And  
**State of Nevada/99SWC-NV19-2010**  
(hereinafter "Participating State/Entity")

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

h. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.

i. Timely Reports and Fees:

If the quarterly administrative fee is not paid and quarterly report is not received by forty five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.

**4. Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor: Continental Tire the Americas, LLC

Name	Alex Lair
Address	1830 MacMillan Park Drive, Fort Mill, SC 29707
Telephone	704-587-6589
E-mail	alex.2.lair@conti-na.com

Participating Entity: Nevada

Name	Heather Moon
Address	515 E. Musser St, Rm 300, Carson City, NV 89701

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(hereinafter "Participating State/Entity")

Telephone	775-684-0179
Fax	775-684-0188
E-mail	<a href="mailto:hmoon@admin.nv.gov">hmoon@admin.nv.gov</a>

5. **Subcontractors:** All contractors, dealers and resellers authorized in the State of Nevada, as shown on the dedicated Continental Tire the Americas, LLC NASPO ValuePoint website or as otherwise agreed by the State and Contractor, are approved to provide sales and service support to participants in the Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the Master Agreement.
6. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. Notwithstanding anything to the contrary herein, any purchase order or invoice which is issued in connection herewith is for administrative purposes and any general terms or conditions therein shall not be deemed applicable.
7. **Order of Precedence:** To the extent of any conflict, the following order of precedence shall apply: (i) Section 5 (e) of the Master Agreement, (ii) this Participating Addendum; and (iii) the Master Agreement.
8. **Termination for Convenience:** This Participating Addendum may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation.
9. **Intellectual Property:** Except as may be provided for in the Master Agreement, Contractor is not transferring, conveying, licensing or assigning any intellectual property rights, nor is there a work for hire or similar relationship established hereby.

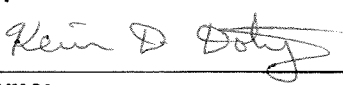
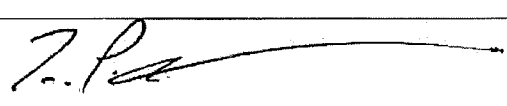
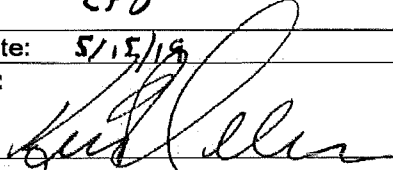
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(hereinafter "Participating State/Entity")

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

Participating State: <b>Nevada</b>	Contractor: Continental Tire the Americas, LLC
By: 	By: 
Name: <b>Kevin Doty</b>	Name: <b>Timothy P. Rogear</b>
Title: <b>Acting Administrator</b>	Title: <b>CFO</b>
Date: <b>5/17/19</b>	Date: <b>5/15/19</b>
	By: 
	Name: <b>Kevin P. Connor</b>
	Title: <b>Assistant Secretary</b>
	Date: <b>5/13/19</b>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Ted Fosket
Telephone	907-723-3360
E-mail	<a href="mailto:TFosket@NASPOValuePoint.org">TFosket@NASPOValuePoint.org</a>

**[Please email fully executed PDF copy of this document to**  
**[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org) to support documentation of participation**  
**and posting in appropriate data bases]**