



STAFF REPORT

Report To: Board of Supervisors

Meeting Date: 09/15/16

Staff Contact: Laura Tadman and Darren Schulz

Agenda Title: For Possible Action: To approve the purchase of roofing material from Garland/DBS, Inc. through Joinder Sealed Bid # 09-5408 with US Communities, a National Cooperative Purchasing Program for a total amount of \$152,972.03 to be funded from the Quality of Life Fund, Capital Projects Account. (Laura Tadman; LTadman@carson.org and Darren Schulz; DSchulz@carson.org)

Staff Summary: The Aquatic Center roof has damaged areas and is in need of maintenance. Garland/DBS's White Knight product will be used to coat the Upper Aquatic Center roof. NRS 338.1423 requires the City to pay sales tax on materials purchased for installation by a contractor. A licensed contractor will apply the product under a separate labor contract for a not to exceed cost of \$54,278.40. The total cost of this project will be \$207,250.43.

Agenda Action: Formal Action/Motion

Time Requested: 5 minutes

Proposed Motion

I move to approve the purchase of roofing material from Garland/DBS through Joinder Sealed Bid # 09-5408 for a not to exceed amount of \$152,972.03 to be funded from the Quality of Life Fund, Capital Projects Account.

Board's Strategic Goal

Efficient Government

Previous Action

N/A

Background/Issues & Analysis

Applicable Statute, Code, Policy, Rule or Regulation

NRS 332.195; NRS 338.1423

Financial Information

Is there a fiscal impact? Yes No

If yes, account name/number: Quality of Life Fund - Capital Projects Account #254-5046-452-70-40

Is it currently budgeted? Yes No

Explanation of Fiscal Impact: If approved, the account will be reduced by \$152,972.03 which currently has a balance of \$ 239,315.00

Alternatives

Not award contract and provide other direction.

Board Action Taken:

Motion: _____

1) _____

2) _____

Aye/Nay

(Vote Recorded By)

GARLAND/DBS INC
3800 E 91ST STREET

44105 CLEVELAND
OH
Tel.
Fax

CARSON CITY
3303 BUTTI WAY
BUILDING 9

89701 CARSON CITY
NV
United States of America

ORDER ACKNOWLEDGEMENT OF RECEI

Journal no.	Date	Customer
SO0145388	8/2/2016	400876

Reference

CARSON CITY
3303 BUTTI WAY
BUILDING 9

89701 CARSON CITY
NV
United States of America

Transport method
Carrier

Product		Delivery date	Quantity	Weight	Discou	Eq	Net Price Ex Tax	Net Amount Ex	Tax
7839-5-U	White-Knight® Plus WC Ba	9/1/2016	115 EA	0.00	1.00	0.00	576.0000	66 240.00	0.00
7838-5-U	White-Knight® Plus WC	9/1/2016	115 EA	0.00	1.00	0.00	588.0000	67 620.00	0.00
2130-NATSTONE	Tuff-Stuff MS Natural Stone	9/1/2016	30 EA	0.00	1.00	0.00	14.0000	420.00	0.00
4876	Grip Polyester® Soft	9/1/2016	30 RL	0.00	1.00	0.00	277.0000	8 310.00	0.00

Payment condition

See general sales conditions

Discount for early payment (monthly rate): 1.50%

with a capital of 0,00 SIC

Total Ex Tax	141 164.10 USD
Total Tax Inc	141 164.10

freight \$1079,46
tax 10,728.47
\$152,972.03



9/01/2016

Subject: Nevada Agency Use of U.S. Communities Governmental Purchasing Alliance to Procure Materials for Construction Projects.

To Whom It May Concern:

Public Agencies are afforded the opportunity to purchase materials directly through the U.S. Communities Governmental Purchasing Alliance based on the program for Roofing Supplies and Related Products and Services, as priced by and awarded to Garland/DBS, Inc., resulting from the competitively solicited Sealed Bid #09-5408 issued by the Cobb County Board of Commissioners.

Nevada Public Agencies have referenced NRS 332-115 (m), which permits public agencies to participate in a joint purchasing program operated by or through a national (GSA) or state association inside or outside this state. Carson City is a current member of U.S. Communities and has used this program in recent past to procure various products and services including roofing projects at the Courthouse, Senior Center, and the Library.

This procurement option is common in construction for other building items such as HVAC, Interior Furnishings, Hardware, etc. There is a tremendous cost savings to purchase Roofing Materials directly in order to save on the Contractor Mark-Up of these materials. The Contractor mark-up of materials is 20% as an industry average, which equates to roughly \$28,000 - \$30,000 for the roof restoration project based on building square footage and approximation of the materials required to complete this project.

If you have any further questions, please do not hesitate to contact me at (775) 772-9822.

Respectfully,

Tim Samaniego



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency shall be responsible for the ordering of Products and Services under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

**MASTER AGREEMENT
(CONTRACT)**

PAGE 1 OF 1 **DATE: November 30, 2009**

MASTER AGREEMENT

OWNER: COBB COUNTY BOARD OF COMMISSIONERS
100 CHEROKEE STREET
MARIETTA, GEORGIA 30060

CONTRACTOR: CONTRACTOR NAME: THE GARLAND COMPANY, INC.-GARLAND / DBS, LLC
ADDRESS: 3800 EAST 91ST STREET, CLEVELAND, OHIO 44105

WORK: **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES:** The undersigned parties understand and agree to comply with and be bound by the entire contents of Sealed Bid #09-5408: ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES' PROJECT MANUAL (aka, the Contractor's Bid Proposal submitted June 4, 2009) which is incorporated here in by reference. Contractor understands and agrees that the bonds and insurance required by the Project Manual are to be kept current at all times through the length of each term and for 90 Days following completion of each term. Bonds and insurance must be renewed and presented to the owner at the time of each renewal term if Owner chooses to renew. Bonds and insurance shall be written by a firm acceptable to the Owner as specified in the Project Manual.

TERM: November 24, 2009 to November 23, 2012, with full renewal options per the Project Manual. Owner shall exercise renewal options by issuance and delivery to Contractor of a written notice to renew this Agreement.

PROJECT: **ROOFING SUPPLIES AND RELATED PRODUCTS AND SERVICES** in accordance with the Project Manual.

PRICE: Prices as stated for all schedules included in the Project Manual.

BILLING: All original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for Work completed during the period covered by the invoice and shall clearly identify such work in accordance with invoicing guidelines in the Project Manual.

IN WITNESS WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Ga. 30060



Garland / DBS, LLC
East 91st Street
Cleveland, Ohio 44105

Samuel S. Olens, Chairman

David M. Solok, President

Date: Dec. 8, 2009

Date: 12/04/09

Federal Tax ID Number: 27-0288466

APPROVED AS TO FORM

COUNTY ATTORNEY'S OFFICE

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
11-24-09 KK

CONTRACT AMENDMENT
Sealed Bid # 14-5903

Date of Amendment: April 6, 2015

Owner: Cobb County Board of Commissioners, Cobb County, Georgia
Contractor: Garland/DBS, Inc.
Project: Roofing Supplies and Services, Waterproofing and Related Products and Services

Current Contract Term: January 1, 2014 to December 31, 2017

This action amends the current contract dated September 22, 2014, for Sealed Bid # 14-5903. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope. This price and payment constitutes full compensation for all costs in connection with and incidental to items and services specified in the Contract.

Item # 1: Verification of Contract Scope – Waterproofing and Related Products and Services

This amendment serves as confirmation that Waterproofing and Related Products and Services were solicited under the original contract scope for Bid # 14-5903. Materials related to waterproofing and related services were listed in the Pricing section (Attachment B) of the solicitation document and Garland/DBS, Inc. provided unit prices for these items in their bid response. It was the intent of Bid # 14-5903 to include these items so that Cobb County, GA and other governmental entities could utilize the contract for roofing related waterproofing projects, as well as, interior and exterior building stand-alone waterproofing projects.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.

OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: Joe Tommie

Title: Purchasing Director

Date: 4/07/2015

CONTRACTOR

Garland/DBS, Inc.
3800 East 91th Street
Cleveland, Ohio 44105

Signed: Frank A. Percacciani

Title: FRANK A. PERCACCIANI'S AUTHORIZED SIGNER ^{CONTROLLER}

Date: 04/07/2015