

**PURCHASE AGREEMENT  
UNDER CMAS CONTRACT PRICING AND  
PROVISIONS**

This Purchase Agreement ("Agreement"), under the State of California Multiple Award Schedule Contract No. 4-20-56-006B, is entered on **March 4, 2022**, by and between the Tahoe Truckee Unified School District ("District") and **The Garland Company, Inc.** ("Vendor") as follows:

RECITALS

WHEREAS, the District wishes to purchase roofing materials and warranty ("Roofing Materials") for **Alder Creek Middle School**, to be installed under a separate contract by **August 23, 2022**.

WHEREAS, the District wishes to avail itself of the benefits and protections of the State of California Multiple Award Schedule program ("CMAS").

WHEREAS, Vendor wishes to contract to provide the District with the Roofing Materials that it needs and is willing to provide them pursuant to CMAS program requirements and in accordance with any other additional terms negotiated between the District and Vendor.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. CMAS Contract.
  - 1.1. This Agreement fully incorporates by this reference CMAS Contract No. 4-20-56-006B ("CMAS Contract"), attached hereto as **Exhibit "A"** and all of its amendments, forms, riders, and CMAS program terms and conditions.
  - 1.2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the price, delivery, payment provisions, venue and jurisdiction, and insurance provisions in this Agreement, which shall control over all other contradictory provisions in the CMAS Contract.
2. Products and Price. Vendor agrees to sell, supply, and deliver, and District agrees to purchase the Roofing Materials under the CMAS Contract at the reduced negotiated prices ("Quoted Price"), as set forth on the attached **Exhibit "B"**. Vendor acknowledges and certifies that the Quoted Prices are equal to or less than the prices as accepted by the State of California Department of General Services for the identical items under the CMAS Contract.
3. Payment and Delivery.
  - 3.1. District shall pay Vendor for the Roofing Materials within forty-five (45) days of (i) date of delivery by Vendor and date of acceptance of the Roofing Materials by District, or (ii) receipt of an undisputed invoice, whichever is later.

3.2. Vendor shall deliver the Roofing Materials in accordance with District’s instructions. Shipping is included in the Quoted Price.

4. Compensation.

The roofing materials and warranty pricing is identified in **Exhibit “B,”** which is attached hereto and incorporated herein by reference. The not-to-exceed compensation shall be **One Million Twelve Thousand Three Hundred Seven 10/100 Dollars (\$1,012,307.10).**

5. Reserved.

6. Insurance.

6.1. Vendor shall procure and maintain at all times it performs any portion of the services under the Agreement the following insurance with minimum limits equal to the amount indicated below.

TYPE OF COVERAGE	MINIMUM REQUIREMENT
<b>Commercial General Liability Insurance</b> , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	\$ 2,000,000 \$ 4,000,000
<b>Automobile Liability Insurance - Any Auto</b> Each Occurrence	\$ 2,000,000
<b>Workers’ Compensation</b>	Statutory Limits
<b>Employer’s Liability</b>	\$ 3,000,000

- **Commercial General Liability and Automobile Liability Insurance.**  
Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Vendor, the District, its Governing Board, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from performing any portion of the services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)
- **Workers’ Compensation and Employers’ Liability Insurance.**  
Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees performing any portion of the services under the Agreement. In accordance with provisions of section 3700 of the California Labor Code, the Vendor shall be required to secure workers’ compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers’ Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services.

6.2. Proof of Insurance. The Vendor shall not commence performing any portion of the services under the Agreement until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- (c) An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. An endorsement shall also state that Vendor's insurance policies shall be primary to any insurance or self-insurance maintained by District. An endorsement shall also state that there shall be a waiver of any subrogation.
- (d) All policies except the Workers' Compensation Insurance and Employers' Liability Insurance Policies shall be written on an occurrence form.

6.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

- 7. Licenses. Vendor and all of its employees, agents, and contractors shall secure and maintain in force, at Vendor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of products, materials, supplies, or services herein listed.
- 8. Claims. In the event of any demand by Vendor's contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, Vendor's contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor's contractor is not otherwise entitled, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code as a condition precedent to Vendor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the

dispute, Vendor's contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District. Statutory language from Public Contract Code sections 9204, and 20104 through 20104.6, is attached at **Attachment "1"** and incorporated herein by this reference.

9. Other Terms of Agreement.

- 9.1. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract(s) shall be interpreted to apply to the District and all rights, duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement.
- 9.2. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
- 9.3. This Agreement, the attachments hereto and the documents specifically incorporated into the Agreement by reference constitute the entire agreement between the Parties. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by both Parties.
- 9.4. Each party shall bear its own costs and attorneys' fees incurred in relation to the drafting and negotiation of this Agreement and any proceedings connected to, arising or resulting from this Agreement.
- 9.5. This Agreement and the rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
- 9.6. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.
- 9.7. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as the counterparts duly executed on behalf of all parties have been furnished and assembled. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 9.8. All notices to be given under this Agreement shall be in writing to the address of the appropriate party as set forth below or as provided by written notice to the other party.

SIGNATURES ON FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

**District:**

**Vendor:**

**Tahoe Truckee Unified School District**

**The Garland Company, Inc.**

11603 Donner Pass Road  
Truckee, CA 96161

Attn: Chuck Ripepi  
3800 E. 91st Street  
Cleveland, OH 44105

Date: \_\_\_\_\_, 2022

Date: \_\_\_\_\_, 2022

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
SIGNATURE

Mrs. Carmen Ghysels  
NAME

\_\_\_\_\_  
PRINT NAME

Superintendent /Chief Learning Officer  
TITLE

\_\_\_\_\_  
PRINT TITLE

**Attachment "1"****Public Contract Code section 9204**

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed

meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted

statute, that is enacted before January 1, 2020, deletes or extends that date.

**Public Contract Code sections 20104 – 20104.6**

**§ 20104.**

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

**§ 20104.2.**

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.



(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**§ 20104.4.**

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

**§ 20104.6.**

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

END OF DOCUMENT

**Exhibit "A"**  
**(See Attached CMAS Contract 4-20-56-006B)**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-20-56-0006B**

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.



Procurement Division  
 707 Third Street, 2nd Floor, MS #2-202  
 West Sacramento, CA 95605-2811

State of California  
**MULTIPLE AWARD SCHEDULE**  
**The Garland Company, Inc.**

CMAS NUMBER:	<b>4-20-56-0006B</b>
CMAS TERM DATES:	1/27/2020 through 12/31/2024
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<u>December 1, 2017</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	47QSWA20D002X
BASE SCHEDULE HOLDER:	Garland Company Inc, The

This CMAS provides for the purchase and warranty of roofing and flooring materials. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf) (www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

*Original Signature On File* \_\_\_\_\_ Effective Date: **1/27/2020**  
**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-20-56-0006B**

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Garland  
Brand-Gardena  
Construction Flooring-Epoxy  
Construction-Roofing Material

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products from the manufacturer/manufacturers listed in the base GSA schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the [GSA eLibrary](http://www.gsaelibrary.gsa.gov) at [www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov).

**CMAS BASE CONTRACT**

**This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number 47QSWA20D002X (GARLAND COMPANY INC, THE) with a GSA term of 1/01/2020 through 12/31/2024.**

**EXCLUDED PRODUCTS AND/OR SERVICES**

Order-Level Materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be either mailed or emailed to the following:

**The Garland Company, Inc.  
3800 East 91<sup>st</sup> Street  
Cleveland, OH 44105  
Attn: Steven Rojek**

**E-mail: [srojek@garlandind.com](mailto:srojek@garlandind.com)**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Steven Rojek  
Phone: (216) 430-3613  
E-mail: [srojek@garlandind.com](mailto:srojek@garlandind.com)**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. **See next paragraph for information.**

The Franchise Tax Board's list of [Top 500 Delinquent Taxpayers](http://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml) is available at [www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml](http://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml).

The California Department of Tax and Fee Administration's list of [Top 500 Sales & Use Tax Delinquencies in California](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm) is available at [www.cdtfa.ca.gov/taxes-and-fees/top500.htm](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-20-56-0006B**

**CALIFORNIA SELLER'S PERMIT**

The Garland Company, Inc.'s California Seller's Permit Number is 030651030. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**CMAS PRICES**

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 3 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

**PRICE DISCOUNTS**

This CMAS contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

**DELIVERY**

30-45 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

**State agencies (not local governments) shall follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.**

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

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**Before placing order**, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

**Shipping Instructions:**

Supplier route via:  
Carrier's telephone number: \_\_\_\_\_

Annotate bill/s of lading as follows:

"Freight for account of State of California. Tender Number: \_\_\_\_\_ applies. State of California Purchase Order Number: \_\_\_\_\_ SHIP FREIGHT COLLECT." Estimated Freight charges: \_\_\_\_\_.

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

***The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).***

**Shipping Instructions:**

Supplier route via United Parcel Service (ground).  
State of California, Department of \_\_\_\_\_ UPS account number applies.  
State of California Purchase Order Number \_\_\_\_\_, SHIP COLLECT. Estimated UPS charges: \_\_\_\_\_.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

**CMAS Contractor Note:** Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).

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**HOW TO USE CMAS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FISCAL, Chapter 5 (FISCAL):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

**MINIMUM ORDER LIMITATION**

There is no minimum dollar value limitation on orders placed under this CMAS.

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**ORDERING PROCEDURES**

**1. Purchase Orders**

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website ([www.dgsapps.dgs.ca.gov/osp/Statewid eFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/Statewid eFormsWeb/Forms.aspx)), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

**2. Service and Delivery after CMAS Expiration**

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.



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- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FISCAL, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**4. Amendments to Agency's Purchase Orders**

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The Garland Company, Inc. is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

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CMAS Small Business and Disabled Veteran Partners lists

([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: [www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book).

**SMALL BUSINESS/DVBE - TRACKING**

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

Ordering Instructions and Special Provisions

**STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

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4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.
- The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:
1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
  2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
  3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.
  4. Any other item or class of items specifically excluded from the scope of this CMAS.
  5. Public Works components NOT incidental to the total purchase order amount.
  6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
  7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

**UPDATES AND/OR CHANGES**

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

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**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**PAYMENTS AND INVOICES**

This CMAS contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Standard 204)**

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies forward a copy of the Standard 204 to their accounting office(s). Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book ([www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book)).

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. The incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

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The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

#### **4. Contractor Invoices**

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

#### **5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

#### **6. Credit Card**

The Garland Company, Inc. accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

#### **7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

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**8. Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMar and/or Lease SMar). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMar™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**CONTRACTOR QUARTERLY REPORT PROCESS**

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

Ordering Instructions and Special Provisions

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and then select "File a CMAS Quarterly Report".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).

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- New CMAS agreements, renewals, extensions, and amendments will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

**OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS**

A copy of a CMAS and amendments, if any, can be obtained at [Cal eProcure](http://Cal eProcure) (caleprocure.ca.gov). A complete CMAS consists of the following:

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Amendments, if applicable.

CMAS contractors cannot charge local government agencies an additional **1.25%** charge on a separate line item to cover the incentive fee. The CMAS contractor must include the **1.25%** incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

Ordering Instructions and Special Provisions

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-20-56-0006B**

**CONTRACTORS ACTING AS FISCAL  
AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE  
DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-20-56-0006B**

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

Ordering Instructions and Special Provisions

18

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
THE GARLAND COMPANY, INC.  
CMAS NO. 4-20-56-0006B

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)  
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784

**ATTACHMENT B**  
**CMAS Quarterly Business Activity Report**

---

Instructions for **completing** the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1.25% Remitted to DGS** - Identify 1.25% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

**Exhibit "B.1."  
Price Sheet**



# Material Proposal

The Garland Company, Inc.  
"Service is our Best Product"

Date: 1.19.2022  
Invoice #:  
Customer ID:  
Expiration 6.30.2022

To: Tahoe Truckee Unified  
Project: Alder Creek

	Job	Payment Terms	Bid Date
Justin Holliman	Roofing	Net 30 / 1.5% discount 10	2.25.2022

Size	Description	Unit Price	Quantity	Line Total
3 gallon pail	Kee Lock Mastic	\$ 357.00	20	\$ 7,140.00
55 gallon drum	Pyramic Plus LO	\$ 4,656.00	32	\$ 148,992.00
5 gallon pail	Pyramic Plus LO	\$ 425.00	5	\$ 2,125.00
75 sq ft roll	Stress Ply Plus FR Mineral	\$ 260.00	793	\$ 206,180.00
10 ounce tube	Tuff Stuff	\$ 18.00	60	\$ 1,080.00
150 sq ft roll	Stressbase 80	\$ 249.00	397	\$ 98,853.00
6" x 150' roll	Garmesh (reinforcement)	\$ 73.00	10	\$ 730.00
5 gallon pail	Green Lock Membrane Adhesive	\$ 411.00	536	\$ 220,296.00
3.5 gallon pail	Green Lock Flashing Adhesive	\$ 346.00	80	\$ 27,680.00
5 gallon pail	Insulock HR Primer	\$ 237.00	57	\$ 13,509.00
600 sq ft kit	Insulock HR Adhesive	\$ 405.00	95	\$ 38,475.00
Each	Garland Labor and Material Warranty / No Charge	\$ -	1	\$ -
Each	Jobsite Inspections as specified / No Charge	\$ -	1	\$ -

<b>Subtotal</b>	\$ 765,060.00
les Tax @ 8.25%	0.08
<b>Total</b>	<b>\$ 828,177.45</b>
Estimated Freight	\$ 27,500.00
<b>Total</b>	<b>\$ 855,677.45</b>

Thank you for your Business!  
The Garland Company, Inc. Phone. 530-965-0884 Email. [jholliman@garlandind.com](mailto:jholliman@garlandind.com)

# OWNER FURNISHED PRODUCTS

## SECTION 01 64 00

Page 1

### TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT ALDER CREEK MIDDLE SCHOOL MAIN BUILDING OWNER FURNISHED PRODUCTS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

- A. **DESCRIPTION:** The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. **RELATED WORK SPECIFIED ELSEWHERE:**
1. **General:** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
  2. **Owner SUPPLIED MATERIAL**  
Note that this project includes the installation of owner-supplied material; the Owner has acquired roofing material through the CMAS program.

##### 1.2 DEFINITIONS

- A. **GENERAL:** The following are used to identify products as noted on the Drawings.
- B. **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.):** Products or equipment furnished by the Owner for installation under this contract.
- C. **OWNER FURNISHED OWNER INSTALLED (O.F.O.I.):** Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. **NOT IN CONTRACT (N.I.C.):** Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

#### PART 2 - PRODUCTS

##### 2.1 PRODUCTS

- A. **ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.):** Owner supplied material through the CMAS program. Related specification sections include;  
Section 075200 Modified Bituminous Membrane Roofing  
Section 076200 Sheet Metal Flashing and Trim
- B. **MATERIAL LIST**

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT  
2022 ACMS Roofing Project 2022

Owner Furnished Products  
Section 01 64 00

# OWNER FURNISHED PRODUCTS

## SECTION 01 64 00

Page 2

Listed in a Table below is a list of Owner provided material. Any material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required.

**TABLE OF ROOFING MATERIAL OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I)**

Material	Product Name	Product Code	Quantity Supplied by County	Coverage
Primer	Insulock Primer	7348-5	57 (5 gallon buckets)	.5 gallons per sq
Base Sheet	Stress Base 80	4411-80	397 rolls	150 sq. ft/roll
Mineral Cap Sheet	StressPly Plus FR Min	4377	793 rolls	75 sq. ft/roll
Membrane Adhesive	Green-Loc NO VOC	7301--5	536 (5 gal buckets)	IP: 2.0 gals/sq. CAP: 2.5 gals/sq
Flashing Adhesive	Green-Loc Flashing	7302-3	80 (3.5 gal buckets)	
Caulking/Sealant	Tuff-Stuff	2130WHT	60 – 10 Oz tubes	20 feet
Mastic	KEE Lock	7303-3	20 (3 gal buckets)	
Reinforcement fabric	GarMesh 6	4840-6	10 rolls	6"x150' each
Coating	Pyramic Plus LO	7475-5U	5 (5 gal buckets)	1.5 gal/sq. per coat 2 coats required
Coating	Pyramic Plus LO	7475-55U	32 (55 gallon drums)	1.5 gal/sq. per coat 2 coats required
Adhesive	Insulock HR	7347	95 kits	600 sq ft per kit

## PART 3 - EXECUTION

### 2.2 OWNER'S RESPONSIBILITIES

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
  1. **General:** Arrange and pay for product delivery to site, in accordance with construction schedule.
  2. **Bill of Materials:** Deliver supplier's documentation to Contractor.
  3. **Inspection:** Inspect jointly with Contractor.
  4. **Claims:** Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT  
2022 ACMS Roofing Project 2022

Owner Furnished Products  
Section 01 64 00



## OWNER FURNISHED PRODUCTS SECTION 01 64 00

Page 3

- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

### 2.3 **CONTRACTOR'S RESPONSIBILITIES**

- A. **SUBMITTALS:** Review shop drawings, product data and samples with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
1. **General:** Designate delivery date for each product in Progress Schedule.
  2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
  3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
  4. **Storage:** Protect products from damage or exposure to elements.
- C. **INSTALLATION:**
1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
  2. **Repair and Replacement:** Items damaged during handling and installation.

\* End Section \*



# Material Proposal

The Garland Company, Inc.  
 "Service is our Best Product"

Date: 1.19.2022  
 Invoice #:  
 Customer ID:  
 Expiration 6.30.2022

To: Tahoe Truckee Unified  
 Project: Alder Creek Portables

	Job	Payment Terms	Bid Date
Justin Holliman	Roofing	Net 30 / 1.5% discount 10	2.25.2022

Size	Description	Unit Price	Quantity	Line Total
3 gallon pail	Kee Lock Mastic	\$ 357.00	3	\$ 1,071.00
55 gallon drum	Pyramic Plus LO	\$ 4,656.00	6	\$ 27,936.00
5 gallon pail	Pyramic Plus LO	\$ 425.00	3	\$ 1,275.00
75 sq ft roll	Stress Ply Plus FR Mineral	\$ 260.00	154	\$ 40,040.00
10 ounce tube	Tuff Stuff	\$ 18.00	24	\$ 432.00
150 sq ft roll	Stressbase 80	\$ 249.00	77	\$ 19,173.00
6" x 150' roll	Garmesh (reinforcement)	\$ 73.00	5	\$ 365.00
5 gallon pail	Green Lock Membrane Adhesive	\$ 411.00	104	\$ 42,744.00
3.5 gallon pail	Green Lock Flashing Adhesive	\$ 346.00	15	\$ 5,190.00
Each	Garland Labor and Material Warranty / No Charge	\$ -	1	\$ -
Each	Jobsite Inspections as specified / No Charge	\$ -	1	\$ -
<b>Subtotal</b>				\$ 138,226.00
Sales Tax @ 8.25%				0.08
<b>Total</b>				\$ 149,629.65
<b>Estimated Freight</b>				\$ 7,000.00
<b>Total</b>				\$ 156,629.65

Thank you for your Business!  
 The Garland Company, Inc. Phone. 530-965-0884 Email. jholliman@garlandind.com

# OWNER FURNISHED PRODUCTS

## SECTION 01 64 00

Page 1

### TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT ALDER CREEK MIDDLE SCHOOL MAIN BUILDING OWNER FURNISHED PRODUCTS

## PART 1 - GENERAL

### 1.1 SUMMARY

- A. **DESCRIPTION:** The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. **RELATED WORK SPECIFIED ELSEWHERE:**
1. **General:** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
  2. **Owner SUPPLIED MATERIAL**  
Note that this project includes the installation of owner-supplied material; the Owner has acquired roofing material through the CMAS program.

### 1.2 DEFINITIONS

- A. **GENERAL:** The following are used to identify products as noted on the Drawings.
- B. **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.):** Products or equipment furnished by the Owner for installation under this contract.
- C. **OWNER FURNISHED OWNER INSTALLED (O.F.O.I.):** Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. **NOT IN CONTRACT (N.I.C.):** Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

## PART 2 - PRODUCTS

### 2.1 PRODUCTS

- A. **ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.):** Owner supplied material through the CMAS program. Related specification sections include;  
Section 075200 Modified Bituminous Membrane Roofing  
Section 076200 Sheet Metal Flashing and Trim
- B. **MATERIAL LIST**

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT  
2022 ACMS Roofing Project 2022

Owner Furnished Products  
Section 01 64 00

# OWNER FURNISHED PRODUCTS

## SECTION 01 64 00

Page 2

Listed in a Table below is a list of Owner provided material. Any material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required.

**TABLE OF ROOFING MATERIAL OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I)**

Material	Product Name	Product Code	Quantity Supplied by County	Coverage
Primer	Insulock Primer	7348-5	57 (5 gallon buckets)	.5 gallons per sq
Base Sheet	Stress Base 80	4411-80	397 rolls	150 sq. ft/roll
Mineral Cap Sheet	StressPly Plus FR Min	4377	793 rolls	75 sq. ft/roll
Membrane Adhesive	Green-Loc NO VOC	7301--5	536 (5 gal buckets)	IP: 2.0 gals/sq. CAP: 2.5 gals/sq
Flashing Adhesive	Green-Loc Flashing	7302-3	80 (3.5 gal buckets)	
Caulking/Sealant	Tuff-Stuff	2130WHT	60 – 10 Oz tubes	20 feet
Mastic	KEE Lock	7303-3	20 (3 gal buckets)	
Reinforcement fabric	GarMesh 6	4840-6	10 rolls	6"x150' each
Coating	Pyramic Plus LO	7475-5U	5 (5 gal buckets)	1.5 gal/sq. per coat 2 coats required
Coating	Pyramic Plus LO	7475-55U	32 (55 gallon drums)	1.5 gal/sq. per coat 2 coats required
Adhesive	Insulock HR	7347	95 kits	600 sq ft per kit

## PART 3 - EXECUTION

### 2.2 OWNER'S RESPONSIBILITIES

- A. **SUBMITTALS**: Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY**:
  1. **General**: Arrange and pay for product delivery to site, in accordance with construction schedule.
  2. **Bill of Materials**: Deliver supplier's documentation to Contractor.
  3. **Inspection**: Inspect jointly with Contractor.
  4. **Claims**: Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.

TAHOE TRUCKEE UNIFIED SCHOOL DISTRICT  
2022 ACMS Roofing Project 2022

Owner Furnished Products  
Section 01 64 00

## OWNER FURNISHED PRODUCTS SECTION 01 64 00

Page 3

- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

### 2.3 **CONTRACTOR'S RESPONSIBILITIES**

- A. **SUBMITTALS:** Review shop drawings, product data and samples with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
1. **General:** Designate delivery date for each product in Progress Schedule.
  2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
  3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
  4. **Storage:** Protect products from damage or exposure to elements.
- C. **INSTALLATION:**
1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
  2. **Repair and Replacement:** Items damaged during handling and installation.

\* End Section \*

**Exhibit "B.2."  
Warranty**

**1.11 WARRANTY**

- A. Upon completion of the work, provide the Manufacturer's written and signed Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
  - 1. Warranty Period:
    - a. 30 years from date of acceptance.
    - b. Contractor 2-year warranty

Warranty No: Effective Date:

The Garland Company, Inc.®
Ten (10) Year High-Performance Roof System Restoration Limited Warranty

Owner Name: SAMPLE COPY Contractor Name:
Address: Address:
City: State/Zip: City: State/Zip:
Building Name: Products:
Roof ID: Square Footage:

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. (hereinafter referred to as "Garland"), a Corporation of the State of Ohio, warrants to the above named Owner that the Garland roof system will not leak due to manufacturing defects.

APPLICABILITY OF WARRANTY

In order for this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland.

- A. The roofing system is damaged by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage.
B. The roofing system is damaged by structural movement or failure or movement of any material underlying the roofing system or base flashing.
C. The roofing system is damaged by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
D. Damage to the roofing system resulting from:
1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
2. Ponding water, defined as standing water 48 hours after rainfall
3. Chemical contaminate attacks on the roofing system which have not been approved or accepted by Garland.
4. Defects in engineering or building design or construction.
5. Traffic or storage of materials on roof.
6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
E. Failure of Owner to properly notify Garland in writing and receive written approval of:
1. Changes in the usage of the building.
2. Modifications or additions to the roofing system.
F. Failure of Owner to properly maintain the roof according to the High-Performance Roof Care & Maintenance Guide.
G. Failure of Owner to provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS/EXCLUSIONS

Garland shall not be responsible for damages that occur to real or personal property as a result of leaks, including damage to the structure itself or contents therein. Instead, Garland's sole responsibility pursuant to this Warranty is for costs associated with repairs of leaks caused by defective materials set forth above.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105.

To the fullest extent allowed by law, this Warranty shall be construed under and in accordance with the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio.

WARRANTY CONTINUATION

In the fifth (5) year of the Warranty period, Owner must request an inspection of the roof system any time between the sixth and tenth months of the year to determine the appropriate maintenance and surface treatment required for continuation of the Warranty.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

The Garland Company, Inc. | 3800 East 91st Street | Cleveland, Ohio 44105

**Exhibit "C"**

**Form of Payment Bond  
Vendor's Labor & Material Bond (100% Of Contract Price)**

**(Note: Vendor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of **Tahoe Truckee Unified School District** ("District") and **The Garland Company, Inc.** ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Roofing Material**

("Project" or "Contract") which Contract dated \_\_\_\_\_, 2022, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.





**Form of Performance Bond  
(100% of Contract Price)**

**(Note: Vendor must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of **Tahoe Truckee Unified School District** ("District") and **The Garland Company, Inc.** ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**Roofing Material**

("Project" or "Contract") which Contract #22-28-03 dated, March 4, 2022, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon a determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees,

