



CITY OF MIAMI SPRINGS, FLORIDA

Mayor Billy Bain

Vice Mayor (VACANT)

Councilwoman Maria Puente Mitchell

Councilman Bob Best

Councilman Jaime Petralanda

***Decorum:** "Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments from the podium."*

CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 8, 2020 – 7:00 p.m.

**Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida
(In-person and virtually. See pages 3-4 for additional information.)**

- 1. Call to Order/Roll Call**
- 2. Pledge of Allegiance**
- 3. Agenda / Order of Business**
- 4. Awards & Presentations: None.**
- 5. Open Forum:** Due to COVID-19 requirements, persons wishing to speak on items of general City business, may do so in person or virtually by following the instructions on pages 3-4. This portion of the meeting also includes any pre-screened video submittals. *The purpose of Open Forum is to encourage residents and members of the public to address their concerns and make comments on any item. The City Council will not enter into a dialogue at this time. City staff will gladly address any question, issue, and/or comment after the meeting. The Mayor is the presiding officer of all Council meetings and shall conduct the meetings accordingly.*
- 6. Approval of Council Minutes:**
 - A) May 26, 2020 – Regular Meeting
 - B) May 28, 2020 – Special Meeting
- 7. Reports from Boards & Commissions: None.**
- 8. Public Hearings: None.**
- 9. Consent Agenda: (Funded and/or Budgeted):**
 - A) Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Alan Jay Fleet Sales, utilizing Sourcewell (formerly NJPA) Contract #2020-120716 NAF, in the amount of \$40,756.00 for one (1) 2021 Chevy Tahoe Police 2WD, as these funds are available in the FY19/20 Budget, pursuant to Section §31.11 (E)(5) of the City Code

B) Public Works requests Council to approve an increase to the open Purchase Order #200013 in the amount of \$10,500.00 to Auto Zone utilizing Omnia Partners contract #R170201 (attached) for purchase of truck & vehicle parts. A Blanket Purchase Order was opened for \$9,500.00, October 8, 2019 as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E) (5) of the City Code

10. Old Business:

A) Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$16,000, for 4th of July Fireworks Display as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

11. New Business:

A) **RESOLUTION** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Appointing An Interim Councilmember To Fill The Vacancy In Group III On The City Council; And Providing For An Effective Date

B) **RESOLUTION** – A Resolution of The Mayor And The City Council Of The City Of Miami Springs, Florida, Ratifying All Emergency Orders Issued And Actions Taken By The City Manager Related To Novel Coronavirus/Covid-19; And Providing For An Effective Date

C) **RESOLUTION** – A Resolution of The Mayor And The City Council Of The City Of Miami Springs, Florida, Urging Miami-Dade County Mayor Carlos A. Gimenez And The Board Of County Commissioners To Transfer Coronavirus Aid, Relief, And Economic Security (Cares) Act Direct Federal Funds Received By Miami-Dade County To The City Of Miami Springs And To Other Units Of Local Government Within The County Based On Population And Rates Of Covid-19 Cases; Providing For Transmittal; And Providing For An Effective Date

12. Other Business:

A) Request by Councilwoman Maria Mitchell to discuss recent flooding in the City

13. Reports & Recommendations:

A) City Attorney

B) City Manager

C) City Council

14. Adjourn



CITY OF MIAMI SPRINGS PUBLIC MEETING NOTICE

The City of Miami Springs will hold a Council meeting on:
Monday, June 8, 2020 at 7:00 p.m. at
The Rebeca Sosa Theater, 1401 Westward Drive, Miami Springs, Florida
(Physical Meeting Location)

The meeting agenda is available online at: <https://www.miamisprings-fl.gov/meetings>

Elected officials and City staff will participate from the physical meeting location. Members of the public may attend the meeting in person at the physical meeting location, or, alternatively, may watch or call in to the meeting by following these instructions:

ATTEND THE MEETING IN PERSON AT THE PHYSICAL MEETING LOCATION

The meeting will be held in person at the physical meeting location stated above. Due to COVID-19 and social distancing requirements, there will be limited space for members of the public to attend the meeting at the physical meeting location.

Admission to the physical meeting location is on a first-come, first-serve basis.

Doors will open 30 minutes prior to the meeting start time.

Facial coverings are required for admission to the meeting at the physical meeting location and must be worn throughout the entirety of the meeting in accordance with State and County Orders.

Social distancing requirements as set forth in State and County Orders must be adhered to.

WATCH THE MEETING

- **Comcast/Xfinity:** Channel 77 (Meeting will not be live broadcast, but will be available for later viewing)
- **YouTube:** <https://www.youtube.com/channel/UC2at9KNngUxZRSw1UkhdHLQ/featured>
- **From your computer/mobile device:** <https://www.miamisprings-fl.gov/meetings>

CALL IN TO THE MEETING

Dial 305-805-5151 then input the Meeting ID: 863-9512-4146, followed by #.
There is no participant ID. Press # again.

Any person requiring special accommodations to access this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk at cityclerk@miamisprings-fl.gov

PUBLIC COMMENTS WILL BE ACCEPTED BY THE FOLLOWING MEANS:

EMAILED COMMENTS: Members of the public may email their public comments to the City in advance of the meeting. Please email the City at cityclerk@miamisprings-fl.gov by 12:00 p.m. on the day of the meeting with the subject line "PUBLIC COMMENT" and the following information in the body of the email: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization. Please limit your comments to no more than 350 words. Public comments received via email may be read into the record during the public comment portion of the agenda, if any.

IN-PERSON COMMENTS: Subject to social distancing requirements, members of the public may attend the meeting at the physical meeting location stated above and deliver their public comments in person during the public comment portion of the agenda.

VIRTUAL COMMENTS: *Public comments will also be accepted during the meeting using the virtual meeting platform as follows:*

By telephone: To ask to speak during the meeting, call in to the meeting using the instructions above. Please press *9 from your telephone and you will be called on to speak during public comments and identified by the last 4-digits of your telephone number.

During the meeting, when your name or the last 4-digits of your telephone number is called, you will be unmuted and you may deliver your comments.

Please be sure to be in a quiet area to avoid unnecessary noise. Please provide the following information before delivering your comments: Your Name, Address, if you are a hired Consultant or City Employee, and/or if you are engaged in Lobbying Activities and/or representing an organization.

A time limit may be imposed for each speaker during public comment.
Your cooperation is appreciated in observing the time limit.

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the City Council, shall be barred from further audience before the City Council by the Mayor, unless permission to continue or again address the City Council is granted by the majority vote of the City Council members present. In accordance with the foregoing, the City Council has determined that racial or ethnic slurs, personal attacks and comments unrelated to City matters or issues constitute prohibited comments when addressing the Council during public comments.

PUBLIC RECORDS

The meeting will be recorded for later viewing and is a public record. The virtual chat, if any, will be saved and is a public record. Minutes of the meeting will be taken and will be made available.

NOTICE PURSUANT TO §286.0105, FLORIDA STATUTES

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE, HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AMERICANS WITH DISABILITIES ACT

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding is asked to advise the City at least 2 days before the proceeding by contacting the City Clerk's Office at 305-805-5006.

LOBBYING ACTIVITIES

In accordance with Section 33-01 of the City Code, adopting Section 2-11.1(s) of the Miami-Dade County Code, any person engaging in lobbying activities, as defined therein, must register at the City Clerk's Office before addressing the City Council on the agenda items or engaging in lobbying activities. Specifically, all persons, firms or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the City Council; (2) any action, decision, recommendation of any City Board or Committee; or (3) any action, decision or recommendation of City personnel during the time period of the entire decision-making process on such action, decision or recommendation which will be heard or reviewed by the City Council, or a City Board or Committee shall register with the City before engaging in any lobbying activities on forms prepared for this purpose and shall state under oath his or her name, business address, the name and business address of each person or entity which has employed said registrant to lobby, and the specific issue on which he or she has been employed to lobby. A copy of the lobbyist registration form is available from the Office of the City Clerk and online at: <https://www.miamisprings-fl.gov/cityclerk/lobbyist-registration-form-0>.

Have questions or need additional information?

Write: cityclerk@miamisprings-fl.gov

Call: 305-805-5006

Mail: 201 Westward Drive, Miami Springs, FL 33166



City of Miami Springs, Florida

City Council Meeting

Regular Meeting Minutes

Tuesday, May 26, 2020 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:05 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Mara Zapata, Ph.D.

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

Assistant City Manager Tammy Romero

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

Chief Armando Guzman

Recreation Director Omar Luna

Public Works Director Tom Nash

Golf Director Paul O'Dell

- 2. Salute to the Flag:** Audience led the Pledge of Allegiance and Salute to the Flag.
- 3. Agenda / Order of Business: None at this time.**
- 4. Awards & Presentations: None at this time.**
- 5. Open Forum: The following members of the public addressed the City Council:** Arty Vizcaino and Triana Florio addressed the City Council.
- 6. Approval of Council Minutes:**

A) May 11, 2020 – Regular Meeting

Councilman Best moved to approve the minutes of Regular meeting of May 11, 2020. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.

- 7. Reports from Boards & Commissions: None at this time.**

8. Public Hearings: None at this time.

9. Consent Agenda: (Funded and/or Budgeted):

A) Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$16,000, for 4th of July Fireworks Display as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code

B) Recommendation by the Police Department that Council approve an expenditure in the amount of \$10,800.00 to United States K-9 Academy, the best responsible quote after obtaining three written quotes (attached), for one Police K-9, as funds (\$15,000.00) were approved in the FY 19/20 Budget, pursuant to Section §31.11 (C)(2) of the City Code

Assistant City Manager Tammy Romero read the Consent Agenda Item for the record.

Councilwoman Mitchell pulled Item A for further discussion.

Vice Mayor Zapata moved to approve Consent Agenda Item B. Councilwoman Mitchell seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.

After further discussion, Councilman Best moved to defer Item B to the June 8th Council meeting. Councilwoman Mitchell seconded the motion, which carried 3-2 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, and Councilman Petralanda voting Yes; Vice Mayor Zapata and Mayor Bain voting No.

10. Old Business: None.

11. New Business:

A) **RESOLUTION** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Ratifying All Emergency Orders Issued And Actions Taken By The City Manager Related To Novel Coronavirus/Covid-19; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title.

Councilman Best moved to approve the Resolution as read. Vice Mayor Zapata seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.

B) **RESOLUTION** – A Resolution Of The Mayor And City Council Of The City Of Miami Springs Providing For The Third Amendment To The FY 2019-20 General Fund Budget To Record Expenses Related To A/C Replacement For The Community Center And Mold Remediation At City Hall, And Revenues From The Neat Streets Grant For City-Wide Tree Planting; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title.

Councilwoman Mitchell moved to approve the Resolution as read. Councilman Best seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.

C) **RESOLUTION** – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Approving An Agreement For Access To Certain Exempt Information Maintained By The Miami-Dade County Property Appraiser; Providing For Authorization; And Providing For An Effective Date

City Manager William Alonso read the Resolution by title.

Councilman Best moved to approve the Resolution as read. Vice Mayor Zapata seconded the motion, which carried 4-1 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, and Councilman Petralanda voting Yes; Mayor Bain voting No.

D) Request By Mayor Billy Bain To Discuss 2020 River Cities Festival Funding

City Manager William Alonso explained that he was able to come to an agreement with the River Cities Festival Committee about the finances that were discussed due to the cancellation of the 2020 River Cities Festival. Mayor Bain expressed that he wanted this to be on the agenda to be transparent about the expenditures of the City and it is not personal in nature, he stated that he was content on both parties having come to an agreement about the City funding for the festival.

E) COVID-19 Departmental Updates

No departmental updates at this time.

12. Other Business:

A) Update by Councilwoman Maria Mitchell on the “Bed Tax” funding at the state level

Councilwoman Mitchell provided an update on the “Bed Tax” issue, she stated that for the first time in many years, the City’s initiative on the issue came really close to being approve through both Senate and Representative for the City, but later the

language was removed in the final bill. She thanked Representative Bryan Avila, Senator Manny Diaz, and the City Council, she stated that this effort will not be laid to rest and the City will continue to pursue a positive result.

B) Discussion on the recent resignation of Seat III, Vice Mayor Mara Zapata, effective May 29th and the appointment/election process

City Attorney Haydee Sera explained the process of the appointing a person to the upcoming vacancy in Group III, due to the resignation of Vice Mayor Mara Zapata recently. She reviewed a timeline of dates and events that will be occurring in the upcoming weeks. She also stated that the City Council should schedule a Special Council Meeting on Thursday, May 28, 2020 to call the Special Election on August 18, 2020 by resolution. It was the general consensus of the City Council to have a Special Virtual Council Meeting on Thursday, May 28, 2020 at 6pm.

After further discussion, Councilman Best moved to have the June 8th Council Meeting in person at the Rebeca Sosa Theater. Councilman Petralanda seconded the motion, which carried 4-0 on roll call vote. The vote was as follows: Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes; Vice Mayor Zapata was absent..

13. Reports & Recommendations:

A) City Attorney

City Attorney Haydee Sera had no report at this time.

B) City Manager

City Manager William Alonso reported on the recent flooding of various areas within the City. He also updated the City Council on the TGK proposal, which will be presented to the County Commission in July.

C) City Council

Vice Mayor Zapata announced that she submitted her resignation as Councilwoman to the City in order to run for School Board. She stated that it was a great pleasure to serve the residents of Miami Springs for the past two years. She also thanked the City Council for their continuous support and looks forward to still be involved, but as a resident.

Councilman Best thanked the City for allowing him to deliver the Memorial Day address virtually that reached residents through Facebook, YouTube and the City's website.

Councilwoman Mitchell wished Councilwoman Zapata good luck and that she will be missed. She congratulated all the graduates of Class of 2020 from Miami Springs Senior High School. Councilwoman Mitchell thanked Councilman Best for the wonderful Memorial Day address.

Councilman Petralanda had no report at this time.

Mayor Bain had no report at this time.

14. Adjourn

There being no further business to be discussed the meeting was adjourned at 8:15 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 8th day of June, 2020.*

Billy Bain, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



City of Miami Springs, Florida

City Special Council Meeting
Special Meeting Minutes

Thursday, May 28, 2020 6:00 p.m.

Virtual Council Meeting using Communications Media Technology Pursuant to
Governor's Executive Order 20-69

- 1. Call to Order/Roll Call:** The meeting was called to order by the Mayor at 6:05 p.m.

Present were the following:

Mayor Billy Bain

Vice Mayor Mara Zapata, Ph.D.

Councilman Bob Best

Councilwoman Maria Mitchell

Councilman Jaime A. Petralanda

City Manager/Finance Director William Alonso

City Clerk Erika Gonzalez-Santamaria

City Attorney Haydee Sera

- 2. Salute to the Flag:** Audience led the Pledge of Allegiance and Salute to the Flag.

- 3. New Business:**

A) Resolution – A Resolution Of The Mayor And The City Council Of The City Of Miami Springs, Florida, Calling A Special Election On Tuesday, August 18, 2020; Establishing A Qualifying Period; Providing For The Conduct Of The Election; And Providing For An Effective Date

City Attorney Haydee Sera read the Resolution by title.

After some discussion, Councilman Best moved to approve the Resolution with the amended qualifying period as June 8, 2020 to June 11, 2020. Councilman Petralanda seconded the motion, which carried 5-0 on roll call vote. The vote was as follows: Vice Mayor Zapata, Councilman Best, Councilwoman Mitchell, Councilman Petralanda, and Mayor Bain voting Yes.

- 4. Adjourn**

There being no further business to be discussed the meeting was adjourned at 6:30 p.m.

Respectfully submitted:

*Erika Gonzalez-Santamaria, MMC
City Clerk*

*Adopted by the City Council on
This 28th day of May, 2020.*

Billy Bain, Mayor

PURSUANT TO FLORIDA STATUTES 286.0105, THE CITY HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE CITY FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.



AGENDA MEMORANDUM

Meeting Date: June 8, 2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Finance Director

From: Armando Guzman, Chief of Police *Armando Guzman 5/26/2020*

Subject: Police Patrol Vehicle Purchase

Recommendation: Recommendation by the Police Department that Council authorize the issuance of a Purchase Order to Alan Jay Fleet Sales, utilizing Sourcewell (formerly NJPA) Contract #2020-120716 NAF, in the amount of \$40,756.00 for one (1) 2021 Chevy Tahoe Police 2WD, as these funds are available in the FY19/20 Budget, pursuant to Section §31.11 (C)(2) of the City Code.

Discussion/Analysis: Purchase one (1) new 2021 Chevy Tahoe Police 2WD to replace a 2019 Tahoe #734 that was totaled in an accident on 12/18/2019. Funds were recovered based on the insurance payment in the amount of \$40,037.00. See attached documentation; Alan Jay Fleet Sales Quick Quote Sheet dated 5/21/2020 and Sourcewell Contract #2020-120716 NAF.

Submission Date and Time: 5/26/2020 8:47 AM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Police Department</u> Prepared by: <u>Leah Cates</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/Funded <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: <i>Armando Guzman 5/26/2020</i> Procurement: _____ Asst. to City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>Police Vehicles</u> Account No.: <u>001-2001-521.65-00</u> Additional Funding: <u>N/A</u> Amount previously approved: \$ <u>N/A</u> Current request: \$ <u>40,756.00</u> Total vendor amount: \$ <u>40,756.00</u>



Awarded Contract

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	Quote 26017-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address P.O. BOX 9200 Sebring, FL 33871-9200	
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
5/21/2020

QUICK QUOTE SHEET

REVISED QUOTE DATE
5/21/2020

REQUESTING AGENCY **MIAMI SPRINGS, CITY OF**
 CONTACT PERSON **CLAIRE GURNEY** EMAIL Cgurney@mspd.us
 PHONE **305-887-1444** MOBILE **305-733-4056** FAX

SOURCEWELL (FORMERLY NJPA) CONTRACT # 2020-120716 NAF www.NationalAutoFleetGroup.com

MODEL	CC10706	MSRP	\$48,000.00
2021 CHEVY TAHOE POLICE 2WD (CC10706 1FL 9C1)			
CUSTOMER ID		NJPA PRICE	\$34,479.00
BED LENGTH	4DR		

** All vehicles will be ordered white w/ darkest interior unless clearly stated otherwise on purchase order.

FACTORY OPTIONS	DESCRIPTION	
GAZ H1T	EXTERIOR COLOR SUMMIT WHITE WITH JET BLACK CLOTH SEAT TRIM.	\$0.00
L83 MYC	5.3L Active Fuel Management direct injection, variable valve timing, 720 CCA battery, 6,600lb GVWR, 3.08 rear axle ratio, and external trans/oil cooler with 6-speed automatic transmission. (355hp & 383 lb-ft torque).	\$0.00
9C1	IDENTIFIER FOR PPV includes, (K47) high-capacity air cleaner, (KW7) 170 amp high output alternator, (K4B) 730 cold-cranking amps auxiliary battery, electrical power & vehicle signals for customer connection located at the center front floor. Auxiliary bat	\$0.00
5Y1 5T5	Seats, front cloth and second row vinyl with front center seat (20% seat) delete power driver and passenger bucket seats in base cloth trim. Derived from RPO (AZ3) 40/20/40 split-bench seat with the 20% section removed, which also removes the auxiliary power outlet, USB port and input jack for audio system. Does not include a floor console. All exposed floor area will remain untrimmed. (Requires (BG9) Black rubberized vinyl floor covering. Not available with (A50) front bucket seats or (B30) color-keyed carpeting floor covering.)	\$0.00
PW PL	PWR WINDOWS AND LOCKS (INCL)	\$0.00
RKE	REMOTE KEYLESS ENTRY (STD)	\$0.00
RPA	REAR PARK ASSIST WITH AUDIBLE WARNING	\$0.00
STEP	RUNNING BOARDS (FACTORY STD TAHOE)	\$0.00
CAMERA	BACK UP CAMERA STANDARD	\$0.00
IOR	Audio system, GMC Infotainment System with 7" diagonal color touch-screen AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones; featuring Android Auto and Apple CarPlay capability for compatible phones (STD)	\$0.00
6C7	Lighting, red and white front auxiliary dome Red and white auxiliary dome lamp is located on headliner between front row seats (red is LED, white is incandescent). The auxiliary lamp is wired independently from standard dome lamp (Requires (9C1) Police Vehicle.)	\$165.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire.	\$49.00
6N5	REAR WINDOWS IN-OP	\$56.00
6N6	REAR DOOR LOCKS AND HANDLES IN-OP	\$61.00
7X3	Spotlamp, left-hand Not available with SEO (7X2) left and right-hand spotlamps. Requires (9C1) Police Vehicle.)	\$790.00
PQA	1FL Safety Package includes (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking and (UE4) Following Distance Indicator (Requires (9C1) Police Vehicle. Not available with (DRZ) Rear Camera Mirror.)	\$390.00
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete deletes standard Daytime Running Lamps and automatic headlamp control features (Requires (9C1) Police Vehicle.)	\$49.00
VK3	FRONT LICENSE PLATE BRACKET FACTORY ORDERED	\$0.00

CONTRACT OPTIONS	DESCRIPTION	FACTORY OPTIONS	\$1,560.00
NO-TEMP	TEMP TAG NOT REQUESTED, CUSTOMER WILL HANDLE THEIR OWN TAG WORK.		\$0.00
MG575	APP MAJOR GUARD 5 YEAR 75K MILE (\$0 DED) EXTENDED WARRANTY FOR EMERGENCY RESPONSE VEHICLES.		\$4,717.00
CONTRACT OPTIONS			\$4,717.00

TRADE IN

TOTAL COST

\$40,756.00

YES WE TAKE TRADE INS ~~~ ASK ABOUT MUNICIPAL FINANCING ~~~

\$0.00

TOTAL COST LESS TRADE IN(S)

QTY

1

\$40,756.00

Estimated Annual payments for 60 months paid in advance: \$9,127.67

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY

Scott Wilson

FLEET SALES MANAGER

scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)



Note: Photo may not represent exact vehicle or selected equipment.

Window Sticker

SUMMARY

[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial

MSRP:W/A

Interior: Jet Black, cloth seat trim

Exterior 1: Summit White

Exterior 2: No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CC10706	[Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial	W/A	
OPTIONS			
1FL	Commercial Preferred Equipment Group		\$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	
5J9	Calibration taillamp flasher, Red/White	Inc.	
5T5	Seats, front cloth and second row vinyl		\$0.00
5Y1	Front center seat (20% seat) delete		\$0.00
6C7	Lighting, red and white front auxiliary dome		\$170.00
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire		\$50.00
6N5	Switches, rear window inoperative		\$57.00

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Data Version: 11018. Data Updated: May 19, 2020 10:42:00 PM PDT.



ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

6N6	Door locks and handles, inside rear doors inoperative		\$62.00
7X3	Spotlamp, left-hand		\$800.00
9C1	Identifier for Police Package Vehicle		(\$4,300.00)
9G8	Headlamps, Daytime Running Lamps and automatic headlamp control delete		\$50.00
AAC	Parts shipped loose	Inc.	
ATD	Seat delete, third row passenger	Inc.	
AX2	Key, unique	Inc.	
AZ3	Seats, front 40/20/40 split-bench		\$0.00
C5Z	GVWR, 7200 lbs (3266 kg)	Inc.	
FE9	Emissions, Federal requirements		\$0.00
GAZ	Summit White		\$0.00
GU5	Rear axle, 3.23 ratio		\$0.00
H1T	Jet Black, cloth seat trim		\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen		\$0.00
J55	Brake system, heavy duty	Inc.	
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating	Inc.	
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	
KX4	Alternator, 220 amps	Inc.	
L84	Engine, 5.3L EcoTec3 V8		\$0.00
MQC	Transmission, 10-speed automatic		\$0.00
PQA	1FL Safety Package	W/A	
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	
R9Y	Fleet Free Maintenance Credit.		(\$33.75)
RAV	Tire, spare P275/55R20 all-season, blackwall, Firestone Pursuit	Inc.	
RC1	Skid plate, front	Inc.	
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	
UE4	Following Distance Indicator	Inc.	
UEU	Forward Collision Alert	Inc.	

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

UHX	Lane Keep Assist	Inc.	
UHY	Automatic Emergency Braking	Inc.	
UKJ	Front Pedestrian Braking	Inc.	
V03	Cooling system, extra capacity	Inc.	
V53	Luggage rack side rails, delete	Inc.	
VK3	License plate front mounting package		\$0.00
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	W/A	
VQ2	Fleet processing option	W/A	
VXT	Incomplete vehicle	Inc.	
VZ2	Speedometer calibration	Inc.	
WUA	Fascia, front high-approach angle	Inc.	
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Pursuit	Inc.	
Z56	Suspension Package, heavy-duty, police-rated	Inc.	
—	Seat belts, 3-point, all seating positions	Inc.	
—	Capless Fuel Fill	Inc.	
—	Protected idle	Inc.	
—	Instrumentation, analog	Inc.	
—	Exterior ornamentation delete	Inc.	
—	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	
—	Power supply, 120-amp, (4) 30-amp circuit, Primary battery	Inc.	
—	Power supply, 50-amp, power supply, auxiliary battery	Inc.	
—	Theft-deterrent system, vehicle, PASS-Key III	Inc.	

SUBTOTAL	W/A
Adjustments Total	W/A
Destination Charge	W/A
TOTAL PRICE	W/A

FUEL ECONOMY

Est City:16 MPG

Est Highway:20 MPG

Est Highway Cruising Range:480.00 mi

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Standard Equipment

Mechanical

- Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD)
- Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD)
- Rear axle, 3.23 ratio
- Suspension Package, Premium Smooth Ride (STD)
- GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)
- Automatic Stop/Start (Not available with (9C1) Police Vehicle.)
- Engine control, stop/start system disable button, non-latching
- Engine air filtration monitor
- Fuel, gasoline, E15
- Differential, mechanical limited-slip
- Rear wheel drive
- Air cleaner, high-capacity
- Cooling, external engine oil cooler, heavy-duty air-to-oil integral to driver side of radiator
- Cooling, auxiliary transmission oil cooler, heavy-duty air-to-oil
- Battery, 800 cold-cranking amps with 80 amp hour rating
- Alternator, 220 amps
- Trailer equipment includes trailering hitch platform, 7-wire harness with independent fused trailering circuits mated to a 7-way connector and 2" trailering receiver
- Trailer sway control
- Hitch Guidance
- Suspension, front coil-over-shock with stabilizer bar
- Suspension, rear multi-link with coil springs
- Steering, power
- Brakes, 4-wheel antilock, 4-wheel disc, 17" front and rear
- Exhaust, single system, single-outlet
- Mechanical Jack with tools

Exterior

- Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD)

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ALAN JAY FLEET

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Exterior

- Tires, 265/65R18SL all-season, blackwall (Standard with (PZX) 18" Bright Silver painted aluminum wheels only.) (STD)
- Wheel, full-size spare, 17" (43.2 cm) steel
- Tire, spare P265/70R17 all-season, blackwall
- Tire carrier, lockable outside spare, winch-type mounted under frame at rear
- Active aero shutters, upper
- Fascia, front
- Luggage rack side rails, roof-mounted, Black
- Assist steps, Black with chrome accent strip
- Headlamps, LED
- Lamps, stop and tail, LED
- Mirrors, outside heated power-adjustable, manual-folding, body-color
- Mirror caps, body-color
- Glass, deep-tinted (all windows, except light-tinted glass on windshield and driver- and front passenger-side glass)
- Glass, acoustic, laminated
- Glass, windshield shade band
- Windshield, solar absorbing
- Wipers, front intermittent, Rainsense
- Wiper, rear intermittent with washer
- Door handles, body-color
- Liftgate, rear manual

Entertainment

- Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)
- Audio system feature, 6-speaker system
- SiriusXM Radio delete
- Infotainment display, 8" diagonal touchscreen
- Bluetooth for phone personal cell phone connectivity to vehicle audio system
- Wireless Apple CarPlay/Wireless Android Auto

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ALAN JAY FLEET

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Entertainment

4G LTE Wi-Fi Hotspot capable (Standard with (UE1) OnStar only. Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench (Not available with (D07) center floor console and (USR) USB data ports.) (STD)

Keyless start, push button

Seat adjusters, 8-way power includes 6-way power front passenger seat with 2-way power lumbar

Seat adjusters, 10-way power includes 8-way power driver seat with 2-way power lumbar

Seats, second row 60/40 split-folding bench, manual

Seats, third row 60/40 split-folding bench, manual (Not available with (9C1) Police Vehicle.)

Floor covering, Black rubberized vinyl (Deleted when (B30) floor covering is ordered.)

Electronic Precision Shift

Steering column, lock control, electrical

Steering column, manual tilt and telescopic

Steering wheel, urethane

Steering wheel controls, mounted audio, Driver Information Center, cruise control and Forward Collision Alert following gap button (if equipped) (left backside Seek/Scan steering wheel radio buttons are inoperable; these 2 buttons can be repurposed for aftermarket emergency equipment)

Driver Information Center, 4.2" diagonal color display includes driver personalization

Rear Seat Reminder

Door locks, power programmable with lockout protection and delayed locking (When ordered with (9C1) Police Vehicle or (5W4) Special Service Vehicle, Auto Lockout is disabled on driver door.)

Keyless Open includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Theft-deterrent system, content, electrical, unauthorized entry

USB charging-only ports, 4, (2) located on rear of center console and (2) in 3rd row (1 left and 1 right side below quarter glass side window) (When ordered with (9C1) Police Vehicle, (2) type-C ports are moved to the rear of center seat base and (2) type-C are moved to the cargo area. Deleted when (A50) front bucket seats are ordered.)

Window, power with driver Express-Up/Down

Window, power with front passenger Express-Up/Down

Windows, power with rear Express-Down

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Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (✔ Complete)

Interior

Air conditioning, tri-zone automatic climate control with individual climate settings for driver, right front passenger and rear seat occupants

Air conditioning, rear

Defogger, rear-window electric

Power outlets, 2, 120-volt, located on the rear of the center console and rear cargo area

Power outlet, front auxiliary, 12-volt, located in the center stack of instrument panel

Mirror, inside rearview manual day/night

Visors, driver and front passenger illuminated vanity mirrors, sliding

Assist handles, overhead, driver and front passenger, located in headliner

Assist handles, front passenger A-pillar and second row outboard B-pillar (Deleted when SEO (7X2) left- and right-hand spotlamps or SEO (7X3) left-hand spotlamp are ordered.)

Lighting, interior with dome light, driver- and passenger-side door switch with delayed entry feature, cargo lights, door handle or Remote Keyless Entry-activated illuminated entry and map lights in front and second seat positions. On Police/Special Service vehicles, the control switch is located in the roof console in lieu of the driver - and passenger-side door switch with delayed entry feature.

Cargo management system

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Active Hill Hold Assist

StabiliTrak, stability control system with brake assist, includes traction control

Safety-Exterior

Daytime Running Lamps, reduced intensity low beam

Safety-Interior

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An invehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (9C1) Police Vehicle. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

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ALAN JAY FLEET

SCOTT WILSON | 863-402-4234 | SCOTT.WILSON@ALANJAY.COM

Vehicle: [Fleet] 2021 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial (Complete)

Safety-Interior

OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)

Rear Park Assist

Following Distance Indicator

HD Rear Vision Camera

Front Pedestrian Braking

Lane Keep Assist with Lane Departure Warning

Forward Collision Alert

Door locks, rear child security, manual

LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats lower anchors and top tethers located in all second-row seating positions

Tire Pressure Monitoring System auto learn, includes Tire Fill Alert (does not apply to spare tire)

Warning tones headlamp on, driver and right-front passenger seat belt unfasten and turn signal on

WARRANTY

Warranty Note: <<< Preliminary 2021 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Sourcewell 
Formerly NJPA

Awarded Contract



2020 Model Year Florida Price Schedule

CONTRACT # 120716-NAF

ALAN JAY
FLEET SALES



5330 US HWY 27 SOUTH, SEBRING FL 33870

863-402-4234

CHRIS.WILSON@ALANJAY.COM

SCOTT.WILSON@ALANJAY.COM

CHRISTY.SELF@ALANJAY.COM



**NOTICE OF AWARD TO 72 HOUR LLC, DBA NATIONAL AUTO FLEET GROUP
Request for Proposal #120716
VEHICLES, CARS, VANS, SUV'S, AND LIGHT TRUCKS WITH
RELATED EQUIPMENT, ACCESSORIES AND SERVICES**

January 16, 2017

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Drive
Watsonville, CA 95076

Dear Mr. Cooper:

Congratulations! You have been awarded an NJPA national contract for procurement of "Vehicles, Cars, Vans, SUV's, and Light Trucks with Related Equipment, Accessories and Services." Your proposal was accepted, deemed responsive, evaluated, and recommended for award by NJPA's Evaluation Committee as a solution to meet our members' needs. NJPA's Chief Procurement Officer and the Executive Director have approved a contract award to 72 Hour LLC, dba National Auto Fleet Group, and this award will be effective on the date stated in the Acceptance and Award document.

This award means that you are now an "NJPA Awarded Contract Vendor" and are part of a select group of world-class vendors. We have attached the NJPA Acceptance and Award. Please check to make sure that your organization's authorized representative has signed this document and has provided a fully executed copy to NJPA.

Mike Domin is your NJPA Contract Administrator and will be contacting you soon to discuss plans to make this contract a success for you and our members. Here is Mike's contact information.

Office Phone: 218-895-4148
Cell Phone: 218-838-4545
Email: mike.domin@njpacoop.org

Sincerely,

Jonathan Yahn
Contracts and Compliance Manager

cc: Mike Domin

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: 72 Hoot LLC, DBA National Aero Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<i>N/A</i>		<i>None taken</i>	

Proposer's Signature:  Date: 12-5-16

NJPA's clarification on exceptions listed above:



FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOCH LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 AUTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature:  JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

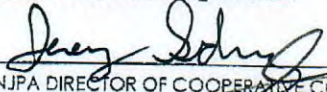
NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

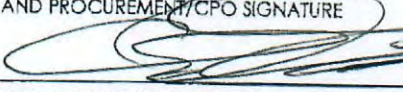
Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Coquet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOOT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-789-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

Notarized

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group

Questionnaire completed by: Jesse Cooper

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage." or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

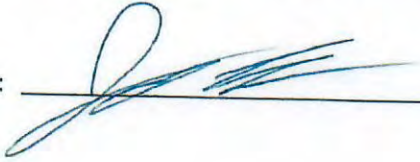
- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature: _____



Date: _____

12-6-16

Mr. Chris Wilson
Alan Jay Automotive Network
441 US Hwy. 27 North
Sebring, FL 33871

Authorization # 7300 Renewed

Recitals: National Auto Fleet Group, a wholly owned subsidiary of Chevrolet of Watsonville was the successful bidder on the National Joint Powers Alliance bid number 120716 "VEHICLES, CARS, VANS, SUV'S AND LIGHT TRUCKS WITH RELATED ACCESSORIES".

The subsequent contract resulting from bid number 120716 does not expire until January 17, 2021. In an effort to provide passenger cars, light duty medium duty and heavy duty trucks with accessories, National Auto Fleet Group elected to create Alan Jay Automotive Management, Inc. an APPROVED ASSOCIATE DEALER.

Your proposal offering is hereby accepted and is awarded for Alan Jay Chevrolet Cadillac, Inc. d/b/a Alan Jay Chevrolet Buick GMC Cadillac, Alan Jay Ford Lincoln Mercury, Inc. d/b/a Alan Jay Ford Lincoln, Alan Jay Import Center Inc. d/b/a Alan Jay Toyota, Alan Jay Enterprises of Wauchula, Inc., d/b/a Alan Jay Chrysler Dodge Jeep of Wauchula d/b/a Alan Jay Chevrolet of Wauchula, Alan Jay Ford of Wauchula, Inc., Alan Jay Chrysler Jeep, Inc. d/b/a Alan Jay Kia, Tropical Chevrolet, Inc. As an ASSOCIATE DEALER, you are now bound to terms and conditions of the ASSOCIATE DEALER AGREEMENT.

National Auto Fleet Group has selected Alan Jay Automotive Management, Inc. to conduct business within the states of Florida, Alabama, Georgia, North Carolina, and South Carolina to sell service and deliver Passenger Cars, Light, Medium & Heavy Duty Trucks under our national contract 120716, to any city or county, political sub-division.

VALID FROM 1-17-2016 THRU 1/17/2021

ALAN JAY AUTOMOTIVE NETWORK

X 
Chris Wilson, Fleet Sales Manager
441 US Hwy. 27 North
Sebring, FL 33870

NATIONAL AUTO FLEET GROUP

X 
Jesse Cooper, National Manager
490 Auto Center Drive
Watsonville, CA 95076



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (855) BUY-NJPA • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

National Auto Fleet Group contract #120716-NAF pricing utilizes a percentage off MSRP/List. National Auto Fleet Group offers pricing discounts ranging from 25.86% down to 1% across 15 manufacturers depending on the model. All vehicles can come with or without up-fitting from our national supplier or your local up fitter. Inquire within.

Pricing can be obtained using two methods:

1. Online ordering process using www.NationalAutoFleetGroup.com. Once the Sourcwell member registers on the NAFG website, they then can build the desired vehicle to their specifications. The member then builds the vehicle and obtains an online quote for that specific vehicle.
**Sourcwell pricing is built right into the NAFG site.*
2. The Sourcwell member can also reach out to National Auto Fleet Group directly (1-855-289-6572) to have an associate help guide your agency with the appropriate vehicle's to fit your need.

Jesse Cooper

National Auto Fleet Group





AGENDA MEMORANDUM

Meeting Date: 6/8/2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Tom Nash, Public Works Director

Subject: Blanket Purchase Order – Auto Zone

RECOMMENDATION:

Public Works requests Council to approve an increase to the open Purchase Order #200013 in the amount of \$10,500.00 to Auto Zone utilizing Omnia Partners under contract #R170201 (attached) for purchase of truck & vehicle parts. A Blanket Purchase Order was opened for \$9,500.00, October 8, 2019 as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E) (5) of the City Code.

DISCUSSION: This is for the purchase of truck & vehicle parts across the fleet.

Spent in FY: 18/19 \$ 3,025.88

Submission Date and Time: 6/2/2020 2:36 PM

<u>Submitted by:</u>	<u>Approved by (sign as applicable):</u>	<u>Funding:</u>
Department: <u>Public Works</u> Prepared by: <u>Rachel Buckner</u> Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Budgeted/ Funded: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dept. Head: _____ Procurement: _____ Asst. City Mgr.: _____ City Manager: _____	Dept./ Desc.: <u>All divisions that have vehicles.</u> Account No.: <u>xxx-xxxx-xxx-4510</u> Additional Funding: _____ Amount previously approved: \$ _____ Current request: \$ <u>10,500.00</u> Total vendor amount: \$ <u>20,000.00</u>



October 30, 2019

Joe Sellers
Commercial Vice President
AutoZone Parts, Inc.
123 South Front Street
Memphis, TN 38103
joe.sellers@autozone.com

Re: Renewal Award of Contract #R170201

Dear Mr. Sellers:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that AutoZone Parts, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on February 23, 2017, and subsequent performance thereafter:

Contract

Automotive Parts and Supplies

The contract will expire on April 30, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jessica Goforth, at (210) 415-8923 or jessica.goforth@omniapartners.com.

The partnership between AutoZone Parts, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services

Region 4 Education Service Center

Contract R170201

for

Automotive Parts and Supplies

with

AutoZone Parts, Inc

Effective: May 1 ,2017

The following documents comprise the executed contract between Region 4 Education Service Center and AutoZone Parts, Inc, effective May 1, 2017

- I. Vendor Contract Signature Form
- II. Summary of Negotiated Items
- III. AutoZone Parts, Inc Response to RFP
- IV. Original Request for Proposal

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days

Company name AutoZone Parts Inc. ("AutoZone")

Address 123 South Front Street

City/State/Zip Memphis, TN 38103

Telephone No. 503-799-2917

Fax No. _____

Email address George.verkamp@autozone.com

Printed name Joe Sellers

Position with company Senior Vice President / Vice President ✓ PHILIP BITHUNER

Authorized signature [Signature] By [Signature]

2/11/17

Accepted by The Cooperative Purchasing Network:

Term of contract May 1, 2017 to April 30, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

[Signature]
Region 4 ESC Authorized Board Member
Amy Kova

4/25/2017
Date

Print Name
Margaret S. Bass
Region 4 ESC Authorized Board Member
Margaret S. Bass
Print Name

4/25/2017
Date

TCPN Contract Number R170201

April 3, 2017

George Verkamp, Director, Commercial Business Development
AutoZone Parts, Inc
123 South Front Street
Memphis, TN 38103

Subject: Request for Proposal #17-02 Automotive Parts and Supplies

Dear Mr. Verkamp

Region 4 Education Service Center (ESC) is in receipt of your proposal submitted in response to Request for Proposal #17-02. In order for the evaluation committee to proceed with the evaluation of your proposal, it is required you submit a written response to each of the following exceptions.

1. With regards to your Firm's proposal, Article 5- Termination of Contract, 5.2 Termination for Cause, your Firm states the following:

"AutoZone requests modification to this section. Termination is only permitted upon mutual consent with prior opportunity for AutoZone to remedy similar to section 5.1."

The following language will be added to 5.2 Termination:

Upon receipt of a written deficiency notice, contractor shall have ten (10) business days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, copies of all Region 4 ESC data and reports prepared by contractor under the contract.

Decision to terminate contract will remain at the sole discretion of Region 4 Education Service Center.

2. With regards to your Firm's proposal, Article 5- Termination of Contract, 5.4 Force Majeure, your Firm states the following:

"If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty."

Texas has been replaced with New York. The language will stand as originally written as the lead agency, Region 4 Education Service Center, is located in Texas and will remain in accordance with Region 4 Education Service Center requirements.

3. With regards to your Firm's proposal, Article 7- Delivery Provisions, 7.1 delivery, language shall read:

Member will issue a Purchase Order and upon acceptance of Purchase Order by Vendor, the Vendor shall deliver said materials. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

4. With regards to your Firm's proposal, Article 10-Pricing Audit, 10.1 Audit Rights, your Firm states the following:

"AutoZone requests modification to this section to indicate that audits may only take place at AutoZone HQ in Memphis with an AutoZone escort."

Language in this section cannot be changed as it pertains to regulations for the State of New Jersey. The original language will stand.

5. With regards to your Firm's proposal, Article 11- Offeror Product Line Requirements, 11.7 Buy American Requirement, your Firm has struck this section completely.

As this requirement may not be applicable to this solicitation, for many agencies across the U.S., it is a requirement in order for them to use the contract, this section must be left in and stand as is.<<okay to leave as is but add sentence... "The parties agree that it is the intent that none of the goods provided under this Agreement will be used for construction purposes.">>

6. With regards to your Firm's proposal, Article 13-Miscellaneous, 13.3 Indemnity, your Firm States:

" The awarded vendor shall protect, indemnify and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses to the extent the same arise out of or result from the actions of the vendor, vendor's employees or vendor's subcontractors in the preparation of the solicitation and the later execution of the contract, including any liability of Region 4 ESC and TCPN under supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency."

As the lead agency for the solicitation, Region 4 Education Service Center, is located in Texas, any litigation involving Region 4 ESC or TCPN shall occur in Harris County, Texas. The remainder of the language for this section will stand as is with no modification.

All other exceptions/deviations are accepted by Region 4 Education Service Center.

Please provide a written response no later than end of business on Tuesday, April 4, 2017. Email response to me alan.piper@nationalipa.org.

Region 4 Education Service Center appreciates your attention to this request. If you should have any questions, please contact me at (615) 380-1307 or alan.piper@nationalipa.org.

Sincerely,

Al Piper

Al Piper, Contract Manager
National IPA



7145 West Tidwell Road ~ Houston, Texas 77092
(713) 462-7708
www.esc4.net

Publication Date: January 13, 2017

NOTICE TO OFFEROR

SUBMITTAL DEADLINE: Thursday, February 23, 2017 @ 2:00 PM CT

Questions regarding this solicitation must be submitted in writing to Jason Wickel, Cooperative Purchasing Coordinator at questions@esc4.net or (713) 744-8189 no later than *January 31, 2017 at 5pm CT*. All questions and answers will be posted to both www.esc4.net and www.nationalipa.org under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

Request for Proposal (RFP)
by

Region 4 Education Service Center (“ESC”)

for

Automotive Parts and Supplies

On behalf of itself, other government agencies and non-profits, made available through The Cooperative Purchasing Network “TCPN.”

Solicitation Number 17-02

Note: Envelopes must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of vendor. Electronic submissions of the RFP will not be accepted. **Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT, at which time the bid opening process shall commence. Proposals will be collected in a conference room to be determined by Region 4 ESC and opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, shall be disqualified.**

ATTENTION OFFERORS:

Submission of a proposal confers NO RIGHT on an Offeror to an award or to a subsequent contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a contract. Region 4 ESC reserves the right to amend the terms and provisions of the RFP, negotiate with a proposer, add, delete, or modify the contract and/or the terms of any proposal submitted, extend the deadline for submission of proposals, ask for best and final offers, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. An individual proposal may be rejected if it fails to meet any requirement of this RFP. Region 4 ESC may seek clarification from a proposer at any time, and failure to respond within a reasonable time frame is cause for rejection of a proposal.

Please be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by the State of Texas.

Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgement and Acceptance to Region 4 ESC’s Open Record Policy” form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 Education Service Center (“ESC”) must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offerors are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

Page 31, Appendix C:

Per bid reply, AutoZone availability and pricing may be accessed at www.autozonepro.com with valid public sector user name and password. The data storage devices, marked "AZ" containing AutoZone's full-line catalog are being submitted only for the purposes of fulfilling RFP 17-02 submission requirements. The data storage devices and file contents are confidential and should be considered exempt from disclosure.

Date

Authorized Signature & Title

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A. INTRODUCTION

I. Background on Region 4 Education Service Center

Region 4 Education Service Center (“Region 4 ESC” herein “Lead Public Agency”) on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Participating Agencies”) solicits proposals from qualified Offerors to enter into a Vendor Contract (“contract”) for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being “piggybackable”.

Region 4 ESC’s purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

II. What is the role of The Cooperative Purchasing Network (“TCPN”)

The Cooperative Purchasing Network (“TCPN”) assists Region 4 ESC in helping other public agencies and non-profits reap the benefits of national leveraged pricing, with no cost to the member. TCPN leverages one of the largest pools of purchasing potential. This is accomplished by competitively soliciting proposals and awarding contracts for commonly purchased products and services. Through the TCPN solicitation process, Region 4 ESC awards contracts covering Facilities, Furniture, Office Supplies & Equipment, Security Systems, and Technology and other goods and services industries.

III. Purpose of TCPN

- Provide governmental and public entities opportunities for greater efficiency and economy in procuring goods and services.
- Take advantage of state-of-the-art purchasing procedures to ensure the most competitive contracts.
- Provide competitive price and bulk purchasing for multiple government or public entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

IV. Customer Service

- TCPN is dedicated to making our contracts successful for both our members and our awarded vendors.
- TCPN is committed to providing our members and awarded vendors with high quality service.
- TCPN has dedicated staff available to answer questions, offer guidance and help in any way possible.

B. SCOPE

It is the intention of Region 4 ESC to establish a contract with vendor(s) for Automotive Parts and Supplies. Awarded vendor(s) shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, TCPN also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Automotive Parts and Supplies. Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

C. KEY DEFINITIONS

Days: means calendar days.

Lead agency: means the government entity advertising, soliciting, evaluating and awarding the contract. This definition also includes a public agency that meets the definition of a political subdivision, including a county, city, school district, state, public higher education or special district.

Lowest Pricing Available: means the overall lowest not-to-exceed price available for the specified goods or services at the time the vendor submits their proposal.

Procurement: means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Responsive Offeror: means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation for bids or request for proposals.

Solicitation: means an invitation for bids, a request for technical offers, a request for proposals, a request for quotations or any other invitation or request by which we invite a person to participate in a procurement.

Specifications: means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

Vendor: means any provider or seller of goods and/or services that has a contractual relationship with Region 4 or TCPN.

D. GENERAL TERMS AND INSTRUCTIONS TO OFFERORS

- I. **Submission of Response:** Unless otherwise specified in the solicitation, all submitted proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Please see format requirements below. **Vendor must also submit two (2) electronic proposals free of propriety information to be posted on Vendor information page if awarded a contract.**

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise. Proposal may be rejected for failure to comply with the requirements set forth in this proposal.

Deviations from any terms, conditions and/or specifications must be conspicuously noted in writing by the Offeror and shall be included with the response. (See Appendix D).

- II. **Proposal Format:** Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. All forms are to be completed electronically.

Tabs should be used to separate the proposal into sections. Each tabulated section should contain both the section of the RFP referenced and the Offeror's response to that section. The following items identified must be included behind the tabs listed below. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

III. **Binder Tabs:**

- Tab 1 – Entire Vendor Contract and Signature Form (pgs. 1-15, Appendix A)
 - General Terms and Conditions Acceptance Form (Appendix D)
- Tab 2 – Questionnaire (Appendix E)
- Tab 3 – Company Profile (Appendix F, excluding References section)
- Tab 4 – Product / Services (Appendix B)
- Tab 5 – References (Appendix F)
- Tab 6 – Pricing (Appendix C)
- Tab 7 – Value Add (Appendix G)
- Tab 8 – Required Documents
 - Additional Required Documents (Appendix H)
 - Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

- IV. **Mailing of Proposals:** All bids and proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____
Company _____
Address _____
City, State, Zip _____
Solicitation Name and Number _____ Due Date and Time _____

- V. **Time for Receiving Proposals:** Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 will begin the process of opening all bids publicly by collecting all proposals received before the deadline in the room designated for the bid opening. No proposals received after the submittal time and deadline will be considered. Late proposals will be returned to sender unopened.

VI. Inquiries and/or Discrepancies: Questions regarding this solicitation must be submitted in writing to Jason Wickel, Cooperative Purchasing Coordinator at questions@esc4.net or (713) 744-8189 no later than *January 31, 2017*. All questions and answers will be posted to both www.esc4.net and www.nationalipa.org under **Solicitations**. Offerors are responsible for viewing either website to review all questions and answers prior to submitting proposals. Please note that oral communications concerning this RFP shall not be binding and shall in no way excuse the responsive Offeror of the obligations set forth in this proposal.

VII. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the vendor who is awarded a contract by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in Section “Inquiries and/or Discrepancies” in the specified manner. **Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC’s agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.**

The communications prohibition shall terminate when the contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and a contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall be re-imposed. Additionally, during the time period between the award by the Board of Directors and the execution of the contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror’s response with any member of Region 4 ESC’s Board of Directors or employees except for communications with Region 4 ESC’s designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding a particular invitation for bids, requests for proposal, requests for qualifications, or other solicitation are prohibited:

- Communications between a potential vendor, service provider, bidder, offeror, lobbyist or consultant and any member of Region 4 ESC’s Board of Directors;
- Communications between any director and any member of a selection or evaluation committee; and
- Communications between any director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC’s purchasing agent specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC’s legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC’s Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC’s representatives.

VIII. Calendar of Events (subject to change):

<u>Event</u>	<u>Date:</u>
Issue RFP	January 13, 2017
Pre-proposal Conference	N/A
Deadline for receipt of questions via email	January 31, 2017
Issue Addendum/a (if required)	To Be Determined
Proposal Due Date	February 23, 2017
Approval from Region 4 ESC	April 25, 2017
Contract Effective Date	May 1, 2017

CONDITIONS OF SUBMITTING PROPOSALS

IX. Amendment of Proposal: A proposal may be amended up to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

X. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted. Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal. However, consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any contracts entered into prior to Region 4 ESC receiving notice must be honored.

No Offeror should assume that their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

XI. Clarifications: Offeror may receive a written request to clarify, in writing, its proposal in order to determine whether a proposal should be considered for award. The process of clarification is not an opportunity for an Offeror to revise or modify its proposal, and any response by an Offeror to a written request for clarification that attempts to revise or modify its proposal shall be given no effect. The purpose of the request for clarification will be solely made for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal, which may be corrected or waived in the leading agency's sole discretion.

XII. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the contract, and the Offeror shall receive notice of the rejection of its proposal.

XIII. Negotiations: Region 4 ESC shall determine which responsive proposals are in the competitive range and/or are reasonably susceptible of being selected for award. Proposals not in the competitive range may not be further evaluated. Proposals in the competitive range shall be evaluated on the basis of price and the other evaluation criteria set forth in the solicitation. In the event that Region 4 ESC decides to conduct negotiations, notice shall be provided to each Offeror whose proposal is being considered for award, which notice may identify, in general terms, the elements or factors upon which Region 4 ESC intends to base its negotiations. Offerors will not be assisted, in any way, to bring their proposal up to the level of other proposals through discussions. During the course of negotiations, no Offeror's technical proposal or pricing shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Region 4 ESC will also not indicate to Offeror a cost or price that it must meet to either obtain further consideration nor will it provide any information about other Offerors' proposals or prices.

XIV. Best and Final Offer: Region 4 ESC, in its sole discretion, may request all Offerors in the competitive range to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior offer will be considered to be its Best and Final Offer.

XV. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members.

References to manufacturer's specifications (Design Guides), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.

XVI. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated then it is understood that the offeror is quoting on the exact brand name and number specified or mentioned in the solicitation.

However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

XVII. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show that the sample does not comply with solicitation requirements.

Submissions may be rejected for failing to submit samples as requested.

XVIII. Deviations and Exceptions: Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 4 ESC to award a manufacturer's complete line of products, when possible.

XIX. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request (or as agreed upon by the parties). A solicitation does not become a contract until it is awarded by Region 4 ESC. A contract is formed when Region 4 ESC's board signs the Vendor Contract Signature Form. The prospective vendor must submit a signed Vendor Signature Form with the response thus, eliminating the need for a formal signing process.

XX. Estimated Quantities: Region 4 ESC anticipates that a substantial number of participating members will enter into contracts resulting from this solicitation based on multiple surveys and usage of other contracts that may have included similar services, however, Region 4 ESC makes no guarantee or commitment of any kind concerning quantities or usage of contracts resulting from this solicitation. The volume for this contract is estimated to be up to and in excess of \$ 11 million a year. This information is provided solely as an aid to contract vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the volume of business under the contract.

XXI. Multiple Awards: membership includes a large number of potential entities which may utilize this contract throughout the nation. In order to assure that any ensuing contract(s) will allow Region 4 ESC

to fulfill current and future needs, Region 4 ESC reserves the right to award contract(s) to multiple vendors. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with Region 4 ESC.

- XXII. Non-Exclusive:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for to sole convenience and benefit of participating members. Region 4 ESC and participating entities reserve the right to obtain like goods and services from other sources.

AWARD PROCESS

- XXIII. Award or Rejection of Proposals:** In accordance with applicable laws, rules, and regulations for public purchasing, award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to participating agencies, price and other factors considered. Region 4 ESC reserves the right to use a “Market Basket Survey” method, based on randomly selected criteria to determine the most advantageous response. To qualify for evaluation, a proposal must have been submitted on time, and satisfy all mandatory requirements identified in this solicitation. Proposals that are materially non-responsive will be rejected and the Offeror will be provided notice of such rejection.

- XXIV. Evaluation Process:** In evaluating the responses the following predetermined criteria is considered:

Products/Pricing (40 Points)

1. Scope and breadth of products available
2. All products and services available
3. Pricing for all available products and services
4. Pricing for warranties on all products and services
5. Ability of Customers to verify that they received contract pricing
6. Payment methods
7. Other factors relevant to this section as submitted by the proposer

Performance Capability (25 Points)

1. Ability to deliver products and services nationally
2. Response to emergency orders
3. Average Fill Rate
4. Average on time delivery rate
5. Shipping charges
6. Return and restocking policy and applicable fees
7. History of meeting the shipping and delivery timelines
8. Ability to meet service and warranty needs of members
9. Customer service/problem resolution
10. Invoicing process
11. Contract implementation/Customer transition
12. Financial condition of vendor
13. Website ease of use, availability, and capabilities related to ordering, returns and reporting
14. Offeror’s safety record
15. Instructional materials
16. Other factors relevant to this section as submitted by the proposer

Qualification and Experience (25 Points)

1. Offeror’s reputation in the marketplace
2. Reputation of products and services in the marketplace
3. Past relationship with Region 4 ESC and/or TCPN members
4. Experience and qualification of key employees

5. Location and number of sales persons who will work on this contract
6. Past experience working with the government sector
7. Exhibited understanding of cooperative purchasing
8. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
9. Minimum of 10 customer references relating to the products and services within this RFP
10. Other factors relevant to this section as submitted by the proposer

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training
3. Other factors relevant to this section as submitted by the proposer

XXV. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range are unacceptable and do not receive further award consideration.

XXVI. Evaluation: A committee will review and evaluate all responses and make a recommendation for award of contract(s). The recommendation for contract awards will be based on the predetermined criteria factors outlined in this solicitation, where each factor is assigned a point value based on its importance.

XXVII. Past Performance: An Offeror’s performance and actions under previously awarded contracts are relevant in determining whether or not the Offeror is likely to provide quality goods and services to TCPN members; including the administrative aspects of performance; the Offeror’s history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror’s businesslike concern for the interests of the customer.

OPEN RECORDS POLICY

XXVIII. Proprietary Information: Because contracts are awarded by a governmental entity, all responses submitted are subject to release as public information after contracts are executed. If an Offeror believes that its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledge and Acceptance to Region 4 ESC’s Open Record Policy” form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

PROTEST OF NON-AWARD

XXIX. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CT. No protest shall lie for a claim that the selected Vendor is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer Business/Operations Services and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:

1. Name, address and telephone number of protester
2. Original signature of protester or its representative
3. Identification of the solicitation by RFP number
4. Detailed statement of legal and factual grounds including copies of relevant documents; and the form of relief requested.
5. Any protest review and action shall be considered final with no further formalities being considered.

LIMITATION OF LIABILITY

XXX. Waiver: BY SUBMITTING A PROPOSAL, OFFER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE COOPERATIVE PURCHASING NETWORK AND REGION 4 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF A CONTRACT, IF ANY.

XXXI. NEITHER REGION 4 ESC NOR TCPN SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED VENDOR IN CONNECTION WITH RESPONDING TO THE RFP, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF A CONTRACT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED VENDOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 4 ESC OR TCPN.



Tab 1

**Entire Vendor Contract and Signature Form (pgs. 15-25, Appendix A)
General Terms and Conditions Acceptance Form (pgs. 32-33, Appendix D)**

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of _____ 2017, by and between AutoZone Parts, Inc., for itself and affiliates _____ and Region 4 Education Service Center (“Region 4 ESC”) for the purchase of **Automotive Parts and Supplies***

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 **Purchasing procedure:**
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “**Per TCPN Contract # R _____.**”
 - Vendor delivers goods/services directly to the participating agency.
 - Awarded vendor invoices the participating agency directly.

- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made ~~based on the contract~~ under this contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales ~~made based on a Region 4 ESC contract~~ made under this contract only if contract is renewed, ~~whether awarded a renewal or not.~~ Region 4 ESC reserves the right to exercise each two-year extension

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation:** If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member and vendor.
- 4.7. **Order of Precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8 **Supplemental Agreements:** The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9 ~~**Adding authorized distributors/dealers:** Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.~~

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
 - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents. AutoZone requests modification to this section. Termination is only permitted upon mutual consent with prior opportunity for AutoZone to remedy similar to section 5.1.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. ~~In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.~~

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of ~~Texas~~ New York or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time. AutoZone reserves the right to decline non-contract item requests

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order upon acceptance of Purchase Order by Vendor. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating “*Per TCPN Contract*”. The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, agreed to by the parties on a monthly basis summarizing all contract Sales for the applicable month. Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 40th- 15th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.
- Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities ~~that are the lowest pricing available~~ as indicated in section 3.3 and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** ~~It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~ AutoZone agrees to comply with applicable laws to the extent that a private employer who is not a government contractor must comply with the same

9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2.5% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract

Administrative fee payments are to accompany the contract monthly sales report by the 40th 15th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC

shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN. AutoZone requests modification to this section to indicate that audits may only take place at AutoZone HQ in Memphis with an AutoZone escort.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and ~~one (1) year labor warranty unless otherwise agreed to in writing.~~ vendor's standard labor warranty will be passed through.
- 11.7 **Buy American requirement:** ~~(for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.~~

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. AutoZone agrees to comply with applicable laws to the extent that a private employer who is not a government contractor must comply with the same.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including

any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in ~~Harris County, Texas.~~ New York City, NY. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency. AutoZone requests modification to this section to the extent that indemnification language is mutual.

- 13.4 ~~**Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.~~ Not applicable to AutoZone
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN. AutoZone requests modification to this section to indicate that both parties must have prior approval to use either party's logo.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein. AutoZone requests modification to this section. Provided that AutoZone will be required to comply only with applicable laws to the extent that a private employer who is not a government contractor must comply with the same.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name AutoZone Parts Inc. ("AutoZone")

Address 123 South Front Street

City/State/Zip Memphis, TN 38103

Telephone No. 503-799-2917

Fax No. _____

Email address George.verkamp@autozone.com

Printed name Phil Daniele / Eric Gould

Position with company Senior Vice President / Vice President

Authorized signature Upon successful award AutoZone will execute in accordance with mutually accepted terms and conditions.

Accepted by The Cooperative Purchasing Network:

Term of contract July 1, 2017 **to** June 30, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Region 4 ESC Authorized Board Member _____
Date

Print Name

Region 4 ESC Authorized Board Member _____
Date

Print Name

TCPN Contract Number _____



Tab 4
Product / Services Specifications (pgs. 26-29, Appendix B)

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

Vendor(s) shall, at the request of any member institution, perform and provide these products and/or covered services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs, as stated below.

Pricing:

Vendor shall submit pricing based on the following:

- Product Category
- Verifiable Price List – **Available at www.autozonepro.com with valid user name and password**
- Percent Discount (*from stated verifiable price list*) - **All categories set at 50% discount from**

Electronic price lists **must** accompany the proposal.

The following is a list of suggested (but not limited to) categories. List all products along with equipment specification (*if not included in price list*) that you are responding to:

- Accessories - Interior & Exterior
- Air Conditioning
- Battery & Accessories
- Belts & Hoses
- Body & Trim NOT AVAILABLE
- Brakes
- Charging & Starting
- Cooling & Heating
- Engine Parts & Mounts
- Exhaust
- Filters & PVC Valves
- Fuel & Emissions
- Hardware & Fasteners
- Ignition & Tune-up
- Lighting & Electrical
- Oil, Fluids & Chemicals
- Performance
- Suspension & Steering
- Tire & Wheel NOT AVAILABLE
- Tools & Shop Equipment
- Transmission & Transaxle

- Truck & Towing
- Waxes & Washers
- Wiper Blades
- Additional Services or Products Available

All products must be new and of the latest design and quoted from the most up to date product line catalog. In some instances, the product may be remanufactured at which time the participating entity must be notified at time of quote and/or before purchase is finalized.

In your response, please describe your company's procedures for the following:

- Battery and Radiator Core Charges (including pick-up & delivery)
- Delivery Time for stock and non-stock parts
- Delivery Time for emergency parts
- Return Policy

In your response, please describe your company' procedures for the following services if offered:

- Used Oil and Battery Recycling
- Battery Testing
- Custom Hydraulic Hose
- Electrical & Module Testing
- Loaner Tool Program
- Drum/Rotor Resurfacing
- Machine Shop
- Paint Shop & Mixing

Describe any additional discounts available for volume purchases, special manufacturer offers, minimum order quantity, free goods program, total annual spend, etc.

PLEASE DESCRIBE YOUR COMPANY'S PROCEDURE FOR THE FOLLOWING**Battery and Radiator Core Charges (including pick-up & delivery):**

AutoZone provides each entity with the choice to be charged for cores, or to be core-deferred. Core-deferred – There are no charges for cores, unless the core is not received within 72 hours. Core-deferral eliminates paperwork for the shop and accounting.

Delivery Time for stock and non-stock parts:

For AutoZone stocked parts, the delivery commitment is as follows:

- 0 – 3 miles = 30 minutes (or less)
- 3 – 5 miles = 45 minutes (or less)
- 5 – 7 miles = 60 minutes (or less) 7+ miles = Scheduled Delivery

For non-stocked parts, AutoZone could deliver the day the order is placed. However, in most cases, the delivery would occur within 1-3 business days.

Delivery Time for emergency parts:

If the product is in stock at AutoZone, the delivery commitment is as follows:

- 0 – 3 miles = 30 minutes (or less)*
- 3 – 5 miles = 45 minutes (or less)*
- 5 – 7 miles = 60 minutes (or less) 7+ miles = Scheduled Delivery*

AutoZone will make every attempt to expedite emergency parts, beyond the times shown above. Entities should engage with their local AutoZone servicing store at the beginning of the relationship to discuss how emergency situations should be handled. AutoZone recognizes that service level needs will vary by entity and by situation.

Return Policy:

AutoZone will accept returns, which are in original packaging and in a new, saleable condition.

PLEASE DESCRIBE YOUR COMPANY'S PROCEDURES FOR THE FOLLOWING SERVICES

Used Oil and Battery Recycling: *AutoZone is an authorized collector of cores, indemnified by Johnson Controls. AutoZone can also accept used oil for recycling.*

Battery Testing: *AutoZone provides free battery testing at AutoZone stores*

Custom Hydraulic Hose: N/A

Electrical & Module Testing: N/A

Loaner Tool Program: *AutoZone has a tool loaner program, available to agencies. The agency puts down a deposit to borrow a tool, and receives the deposit when the tool is returned in good condition.*

Drum/Rotor Resurfacing: N/A

Machine Shop: N/A

Paint Shop & Mixing: N/A



Tab 6
Pricing (pgs. 30-31, Appendix C)

Appendix C:
PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents’ company name, name of the solicitation, and date on CD, DVD or Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

AutoZone has submitted pricing in the following format:

- ***Excel file on Flash drive marked “AZ”***
- ***Participating public agencies can reference AutoZone pricing at www.autozonepro.com with a valid NIPA/TCPN member, user name and password.***

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts
2:1 Page 17	Condition	See recommended modification made to section	
2:2 Page 17	Condition	See recommended modification made to section	
4:6 Page 18	Condition	See recommended modification made to section	
5:2 Page 19	Condition	See modification request at bottom of section	
5:3 Page 19	Condition	See recommended modification made to section	
5:5 Page 19	Condition	See modification request at bottom of section	
7:1 Page 20	Condition	See recommended modification made to section	
8:4 Page 20	Condition	See recommended modification made to section	
9:1 Page 20	Condition	See recommended modification made to section	
9:6 Page 21	Condition	See recommended modification made to section	
10:1 Page 21-22	Condition	See modification request at bottom of section	

Section / Page	Term, Condition or Specification	Exception / Deviation	Region 4 Accepts
11:6 Page 22	Condition	See recommended modification made to section	
11:7 Page 22	Condition	AutoZone cannot comply with this condition	
12:3 Page 23	Condition	See modification request at bottom of section	
13:3 Page 23-24	Condition	See modification request at bottom of section	
13:4 Page 24	Condition	Franchise taxes do not apply to AutoZone	
13:5 Page 24	Condition	See modification request at bottom of section	
13:7 Page 24	Condition	See modification request at bottom of section	
5:4 Page 19	Condition	See modification to venue	
9:5 Page 21	Condition	See modification request at bottom of section	



Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

AutoZone
Vendor

George Verkamp
Point of Contact

Director, Commercial Business Development
Title

503-799-2917
Phone Number

George.verkamp@autozone.com
Email Address


Signature: _____

Date: 2/23/2017



Tab 2
Questionnaire (pgs. 35-39, Appendix E)

Appendix E:
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

All States indicated will receive 50% discount from list price. List price can be verified at www.autozonepro.com

Please indicate the price co-efficient for each state if it varies. (If applicable)

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through TCPN Yes No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
 Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Offeror certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone Yes No

List certifying agency: _____

f. Other

Offeror certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Memphis State of TN.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: George Verkamp
Title: Director – Commercial Business Development
Company: AutoZone
Address: 123 South Front St.
City: Memphis State: TN Zip: 38103
Phone: 503-799-2917 Fax: _____
Email: George.verkamp@autozone.com

Billing & Reporting/Accounts Payable

Contact Person: Same as above
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____

Marketing

Contact Person: Same as above
Title: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
Email: _____



Tab 3
Company Profile (pgs. 40-48, Appendix F - excluding references)

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.
2. Brief history of your company, including the year it was established.
3. Company's Dun & Bradstreet (D&B) number.
4. Corporate office location.
5. List the total number of sales persons employed by your organization within the United States, broken down by market.
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
 - a. Sales
 - b. Sales Support
 - c. Marketing
 - d. Financial Reporting
 - e. Executive Support
8. Define your standard terms of payment.
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2013, 2014, 2015.
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015.
12. What is your strategy to increase market share?
13. What differentiates your company from competitors?
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 - g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials
18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
19. Explain how your company plans to market this agreement to existing government customers.
20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.
21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.
22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.
23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ _____ in year one

\$ _____ in year two

\$ _____ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).
25. Describe the capacity of your company to report monthly sales through this agreement.
26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name
Contact Name and Title
City and State
Phone Number
Years Serviced
Description of Services
Annual Volume



TAB 3 - COMPANY PROFILE

1. **Company's official registered name:** *AutoZone has several companies operating in the USA: AutoZone, Inc, AutoZone Texas, LP, AutoZone Northeast, Inc, AutoZone West, Inc, AutoZone Parts, Inc, & AutoZone Mississippi, Inc). These companies shall represent AutoZone.*
2. **Brief history of your company, including the year it was established:**
 - *In 1979, the first AutoZone was established in Forrest City, Arkansas, under the name of Auto Shack.*
 - *In 1987, the company name was changed from Auto Shack to AutoZone*
 - *In 1989, AutoZone implements the first SMS stocking system for the auto parts industry in order to enhance the "in-stock" condition of parts for our customers.*
 - *In 1991, AutoZone stock (AZO) debuts on the New York Stock Exchange.*
 - *Additionally, AutoZone becomes the first auto parts provider to register all customer warranties into a single database. We are still the only provider of this service today in the auto parts industry.*
 - *In 1994, The AutoZone satellite broadcast system debuts, which allows stores and locations across the country to access product inventory from multiple shipping locations.*
 - *In 1995, the 1,000th AutoZone store is opened. Duralast and Duralast Gold batteries are introduced to the auto parts industry.*
 - *In 1996, the new www.autozone.com website is launched along with a dedicated vertical management team for the commercial automotive parts market. AutoZone acquires ALLDATA, the leading software provider of automotive diagnostic and repair information.*
 - *In 1999, AutoZone obtains Fortune 500 ranking for the first time. AutoZone has improved its ranking on the Fortune 500 list every year since the initial listing in 1999.*
 - *In 2004, founder Pitt Hyde was inducted into the Automotive Hall of Fame. Pitt set a precedent as the first aftermarket retailer to be inducted.*
 - *In 2007, AutoZone exceeds \$6.2 billion in revenue and opens its 4,000th store in Houston, Texas.*
 - *In 2016, AutoZone exceeds \$10 billion in revenue.*
3. **Company's Dun & Bradstreet (D&B) number:** 15-7233511
4. **Corporate office location:** 123 S. Front St, Memphis, TN 38103
5. **List the total number of sales persons employed by your organization within the United States, broken down by market:** *AutoZone operates in all 50 states. Today, AutoZone has about 5,300 stores in the United States. A Store Manager manages 1 store (5,300). Store Managers report to a District Manager. A District Manager supports about 8 stores (650). In addition, each AutoZone Commercial Store is equipped with a Commercial Manager (3,100+). And, each Territory Managers supports about 8 Commercial Managers (325). Over 9,300 sales persons are employed by the organization.*
6. **List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with the title.**

address, phone, and e-mail address: All AutoZone stores, in the 50 states and Puerto Rico will honor the NIPA / TCPN program. Contact for all stores is: George Verkamp, National Business Development Manager, 123 S. Front St, Memphis, TN 38103, (866) 727-5317, SC53@autozone.com.

7. **Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**

Sales – George Verkamp - (866) 727-5317, SC53@autozone.com

Sales Support – George Verkamp - (866) 727-5317, SC53@autozone.com

Marketing – George Verkamp - (866) 727-5317, SC53@autozone.com

Financial Reporting – George Verkamp - (866) 727-5317, SC53@autozone.com

Executive Support – George Verkamp - (866) 727-5317, SC53@autozone.com

George Verkamp – Resume

National Account Manager Public Sector – 2007-2009

National Business Development Manager – 2009-2011

National E-Commerce Sales Manager – 2011-2015

Directory, Commercial Business Development – 2015 to Present

8. **Define your standard terms of payment:** Net 30 days

9. **Who is your competition in the marketplace:** From a national footprint perspective, and from an all company-owned store footprint perspective, Advance Auto Parts & O'Reilly.

10. **Overall annual sales for the last three (3) years, 2014, 2015, 2016:**

2014 – \$9.6 billion, 2015 - \$10.1 billion, 2016 - \$10.6 billion

11. **Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015**

██████████
 ██████████
 ██████████

12. **What is the strategy to increase market share:** AutoZone has experienced solid market share growth for many years, and will continue to invest in personnel, systems, new store growth, & customer-focused marketing, as well as customer-focused programs.

13. **What differentiates your company from competitors:**

- a. Largest all company-owned store footprint in the USA
- b. Management, Vision, Execution
- c. Supply chain, Systems, Inventory
- d. Organizational hierarchy

14. **Describe your firm’s capabilities and functionality of your on-line catalog/ordering website:**

www.AutoZonePro.com is a very user-friendly and intuitive site. The site allows for parts lookup via VIN, part #, part description, and category description. Once parts are located, the parts are chosen and reside in the shopping cart until checkout. Customers can also build & save stocking orders (for repeat purchases). Customer can build quotes, primarily used in public sector for obtaining PO’s. Customers can view order history, account balances, paid invoices, and can also print a duplicate invoice. There are administrative and user rights, as well.

15. **Describe your company’s Customer Service Department (hours of operation, number of service centers, etc):**

Each AutoZone store serves as somewhat of Customer Service Department. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store

hours can vary, but as a general rule, AutoZone stores are open 7 days / week, from 8am – 5pm. In addition, AutoZone’s Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options.

16. **Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization:** *AutoZone has never filed for bankruptcy or reorganization. As one may imagine, Fortune 500 companies are generally involved in litigation over the course of a year*

Marketing and Sales

17. **Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not limited to:**

- *Please see the below responses.*
- *A co-branded press release within the first 30 days*
- *Announcement of award through any applicable social media sites*
- *Direct mail campaigns*
- *Co-branded collateral pieces*
- *Advertisement of contract in regional or national publications*
- *Participation in trade shows*
- *Dedicated TCPN internet web-based homepage with:*
 - *TCPN/NIPA Logo*
 - *Link to TCPN/NIPA website*
 - *Summary of contract and services offered*
 - *Due Diligence Documents including, copy of solicitation, copy of contract and any amendments, marketing materials*

18. **Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded:** *AutoZone has a successful track record of marketing cooperative contracts. In many cases, public sector agencies are purchasing from AutoZone until the volume reaches the agency’s purchasing threshold of needing a contract. The TCPN contract would be marketed to these existing customers, as a value-add solution (ie. no need to monitor non-contract spend from AutoZone with a contract in-place). In addition, the TCPN contract would be marketed as a vehicle to forgo the expensive and time-consuming bid process (ie. a piggy-backable contract)*

19. **Explain how your company plans to market this agreement to existing government customers:** *The contract would be marketed through AutoZone’s outside sales force and AutoZone’s Commercial Care Center (outbound calls). Existing customers, without an AutoZone contract, would be segmented and sent to AutoZone’s outside sales force and AutoZone’s Commercial Care Center for immediate follow-up.*

20. **Provide a detailed 90-day plan describing how the contract will be implemented within your firm:**

- *AutoZone has 6 Divisions. The first wave of communication would take place via conference calls or webinars to each of the Divisions’ personnel.*
- *Marketing collateral would be developed and AutoZone’s website would be enhanced to include all pertinent information, regarding the NIPA/TCPN contract*
- *AutoZone’s 6 National Account Managers would be trained, and serve as NIPA/ TCPN trainers for each of their Divisions.*
- *Target lists would be distributed to Territory Sales Managers with a call- to-action for*

immediate follow-up.

- AutoZone would research large, viable trade shows to market AutoZone to NIPA/TCPN members and build a schedule.
 - Divisional conference calls take place weekly. Training, sharing best practices, success stories, and challenges would be discussed on these calls.
21. **Describe how you intend to train your national sales force on the TCPN agreement:**
Through detailed website information, marketing collateral, webinars, conference calls, and joint sales calls, AutoZone's national sales force will be trained.
 22. **Acknowledge that your organization agrees to provide its company logo(s) to TCPN and agrees to provide permission for reproduction of such logo in marketing communications and promotions:** As part of the contract language, this can be spelled-out and made part of the agreement. Or, it can be a stand-alone agreement.
 23. **Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement:**

Administration

24. **Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as references:**
NIPA / TCPN – AutoZone is current contract awardee for both contracts. AutoZone has successfully marketed both contracts over the past 5 years.
 -Scott Wynne – scott.wynne@nationalipa.org
US Communities – Sole provider for the US Communities auto parts contract from June 2006 through Sept 2011. AutoZone was named Vendor of the Year, by US Communities. Reference - Chris Robb, 571-243-1651, crobb@uscommunities.org
WSCA – One of 4 WSCA contracted suppliers, for auto parts. Contract effective January 2010 through December 2012. Several states have executed contracts with AutoZone. Reference – Doug Richins, 801-643-6600, drichins@amrms.com
25. **Describe the capacity of your organization to report monthly sales through this agreement:**
As mentioned in the Reporting section on page 13, AutoZone is very capable of providing quarterly reporting, and is currently doing so for several public sector customers
26. **Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency:** AutoZone can provide, and does provide, the following: weekly billing, bi-weekly billing, monthly billing, consolidated billing, electronic billing, and customized billing. AutoZone also provides usage reports, quarterly, semi-annual, or annual business reviews and the type of reporting, which typically accompanies the business review
27. **Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies:** The account setup process (for agencies to be setup in AutoZone's system) is very streamlined. No credit application is required. The agency supplies AutoZone with the billing address(es), delivery address(es), contact information, federal tax ID number, as well as the agency's billing requirements, and any other specific needs. AutoZone's Customer Care Center can be used as a central setup point, if needed. AutoZone's Just-In-Time Delivery (to most locations) helps agencies repair vehicles timely. Agencies that choose to order in bulk vs. individual pieces help improve efficiencies for both parties.

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative

28. Please provide your company's environmental policy and/or green initiative
 - a. *See Attached*
29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. *Not Applicable*



Tab 5
Customer References (pgs. 49-51, Appendix F)

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name: Muscogee County School District

Contact Name and Title: In transition

City and State: Columbus, GA

Phone Number: 706-748-2879

Years Serviced: 3 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$100K

Entity Name: Emory University

Contact Name and Title: Roland Milam, MRO Commodity Manager

City and State: Atlanta, GA

Phone Number: 404-727-4311

Years Serviced: 3 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$100K

Entity Name: South Seattle Community College

Contact Name and Title: Brian Hughes, Sr Automotive Instructor

City and State: Seattle, WA

Phone Number: 206-764-5391

Years Serviced: 3 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$150K

Entity Name: Maricopa County

Contact Name and Title: James Foley, Director of Materials Management

City and State: Phoenix, AZ

Phone Number: 602-768-8749

Years Serviced: 3 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$250K

Entity Name: Clark County

Contact Name and Title: John Boris, Asst Mgr Automotive Services

City and State: Las Vegas, NV

Phone Number: 702-455-8545

Years Serviced: 3 years

Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip

Annual Volume: \$150K

Entity Name: Coahoma County
Contact Name and Title: William Kinnard, Road Dept Mgr
City and State: Clarksdale, MS
Phone Number: 662-902-2744
Years Serviced: 3 years
Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
Annual Volume: \$150K

Entity Name: Polk County Sheriff's Dept
Contact Name and Title: Toni Zills, Fleet Administrator
City and State: Lakeland, FL
Phone Number: 863-668-3042
Years Serviced: 3 years
Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
Annual Volume: \$100K

Entity Name: Maryland Aviation Administration
Contact Name and Title: Billy Bainel, Fleet Supervisor
City and State: Baltimore, MD
Phone Number: 410-859-7824
Years Serviced: 3 years
Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
Annual Volume: \$100K

Entity Name: City of Tallahassee
Contact Name and Title: Buddy Driggers, Parts Supervisor
City and State: Tallahassee, FL
Phone Number: 850-891-5245
Years Serviced: 3 years
Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
Annual Volume: \$150K

Entity Name: City of Lawton
Contact Name and Title: Dennis Bothell, Shop Manager
City and State: Lawton, OK
Phone Number: 580-581-3415
Years Serviced: 3 years
Description of Services: Parts, accessories, chemicals, shop supplies, tools/equip
Annual Volume: \$150K



Tab 7
Value Add (pgs. 52-55, Appendix G)

Appendix G:

VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

- ***AutoZone also coordinates training for technicians. In 2011, AutoZone coordinated more than 1,000 training seminars. In 2012, AutoZone will exceed that number. Agency technicians can be invited to attend training seminars, when a seminar is in the agency's area.***
- ***AutoZone has a Shop Referral Program. If an agency performs repair work on citizen's vehicles, AutoZone can help refer customers to the agency's shop.***
- ***If an agency's vehicle is in an AutoZone parking lot, AutoZone personnel can test the battery, starter, alternator, and perform a test if the check engine light is on. In addition, AutoZone personnel can help change a battery and wiper blades, and can recharge a battery, if the agency's vehicle is in an AutoZone parking lot. These free services are based upon the AutoZone personnel's availability.***
- ***ALLDATA is a wholly-owned subsidiary of the AutoZone.***
 - ***Within the scope of AutoZone's National IPA/TCPN offering, ALLDATA's suite of products will be offered to participating public sector agencies per the information contained on the following page(s).***

Introduction

ALLDATA is the leading provider of automotive software. In 1988, ALLDATA delivered its first product, ALLDATA REPAIR, which set the standard for electronic diagnostic and repair information. AutoZone (NYSE: AZO) purchased ALLDATA in 1996, and still retains ownership of the limited liability corporation. Today, over 110,000 professional automotive repair shops and over 400,000 technicians ranging from entry level to ASE Certified Master Technicians globally depend on ALLDATA for their automotive software and service needs.

Product Overview

- *ALLDATA Repair – Comprehensive all makes OEM repair information database, including ALLDATA Community, ALLDATA’s online technical support community and hotline data service, the one stop repair information source for your recon facilities*
- *ALLDATA Collision - Provides OEM Repair procedures such as sectioning and structural repairs, handling of new high strength metals and materials, hybrid technology, panel removal and replacement. This solution also includes complete OE mechanical diagnosis and repair information from ALLDATA Repair, providing your technicians the OE information to perform mechanical diagnosis and repairs.*
- *ALLDATA Manage Online* – Point of sale and recon management including inventory, customer and vehicle history, parts purchasing, repair workflow management, and customizable online inspection forms.*
- *ALLDATA Tech Assist – Phone based hotline service and diagnostic support hotline with live video conferencing app to help technicians with those difficult repairs.*
- *ALLDATA Mobile* – ALLDATA’s tablet based mobile diagnostic and repair information app allowing mobile OBDII scanning, quick repair quoting and access to ALLDATA’s complete repair information database.*
- *ALLDATA Training Garage* – Complete online technician and service writer training including testing and certification on a wide variety of automotive repair topics*

ALLDATA Government/Education Sales Contact Information

*To setup your ALLDATA products or receive additional information contact us today
Please use reference code: NIPA and provide your NIPA contract member number*

Email: nipa@alldata.com

Toll Free: 800-697-2533

NIPA/TCPN Single Product Discount Pricing Structure

Product	Education	Gov’t & Library	Gov’t & Library 11+ Sites
ALLDATA Repair <i>20 access points included</i>	\$975	\$1,500	\$1,320
ALLDATA Collision <i>20 access points included</i>	\$1,470	\$1,995	\$1,815
ALLDATA Collision Upgrade	\$495	\$495	\$495
Estimate Integration	\$468	\$468	\$468

ALLDATA Manage Online <i>3 access points (35 for education)</i>	\$200	\$900	\$900
ALLDATA Tech Assist ⁽¹⁾ <i>Includes up to 3 calls per month</i>	\$360	\$360	\$360
ALLDATA Mobile ⁽²⁾	\$195	\$588	\$588
ALLDATA Training Garage ⁽³⁾ <i>Up to 10 users per shop</i>	\$599	\$599	\$599

- (1) **ALLDATA Tech Assist:** Tech Assist must be combined with Repair or Collision. Unlimited calls if the customer provides info on verification of fix for each call. Additional calls past the 3 included without verified fixes will be \$25 per call.
- (2) **ALLDATA Mobile:** Diagnostic connection devices sold separately. Mobile user must have Repair or Collision subscription.
- (3) **ALLDATA Training Garage:** Subscription comes with 10 access points. Additional "users" per location for non-education accounts is \$50.00. Pricing for education facilities up to 25 access points is \$1,349/year. Pricing for education facilities up to 100 access points is \$4,162/year. Up to 30 is \$4,661/year.



Tab 8
Required Documents (pgs. 54-76, Appendix H)

Appendix H:

ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation HB 1295 (Certificate) of Interested Parties)
- DOC #7 EDGAR Certifications

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1


Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Autzone Parts, Inc.

Title of Authorized Representative: VP Commercial

Mailing Address: 123 South Front Street Memphis TN 38103

Signature: 

APPROVED AS TO LEGAL FORM
K. Williams 

DOC #2


Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: AutoZone Parts, Inc.

Title of Authorized Representative: Vice President Commercial

Mailing Address: 123 South Front Street Memphis TN 38103

Signature: 

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:


1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror

4/17/17

Date

APPROVED AS TO LEGAL FORM
K. Williams 

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

4/17/17

Date

APPROVED AS TO LEGAL FORM
K. Williams 

DOC #5

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor AutoZone Parts, Inc.

~~ABC~~

Offeror 
Signature

Joe Sellers
Printed Name

Address 123 South Front Street
Memphis TN 38103

VP Commercial
Position with Company

Authorizing Official

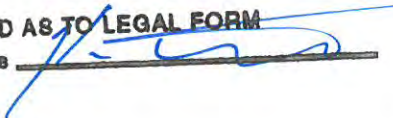
Phone 901 495 6500

Signature

Fax 901 495 8300

Printed Name

Position with Company

APPROVED AS TO LEGAL FORM
K. Williams 

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

“This form MUST be filled out ONLINE”

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2017-164859

Date Filed:
02/09/2017

Date Acknowledged:
05/01/2017

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AutoZone Parts, Inc.
Memphis, TN United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESD Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 17-02
Supply of Automotive Parts and Accessories

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Region 4 ESD	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Autobone Parts, Inc.
By [Signature] I By [Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP'S SEAL ABOVE

Sworn to and subscribed before me, by the said Phil Danicle and Mitchell ^{major} this the 9th day of May 20 17, to certify which, witness my hand and seal of office.

[Signature] Signature of officer administering oath
Amy Marie Clunan Printed name of officer administering oath
Notary Public Title of officer administering oath

APPROVED AS TO LEGAL FORM
5/19/17

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES JAW Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES JAW Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES JAW Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES JAN Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES JAN Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES JAN Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES JAN Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES FAW Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES FAW Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS - 2 C.F.R. § 200.336

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES FAW Initials of Authorized Representative of Vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES FAW Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: Autozone Parts, Inc.

Address, City, State, and Zip Code: 123 S. Front St Memphis, TN 38103

Phone Number: 901-495-6500 Fax Number: 901-495-8300

Printed Name and Title of Authorized Representative: Kevin A Williams, VP, ASST GC + ASST Secretary

Email Address: kevin.williams@autozone.com

Signature of Authorized Representative: [Signature] Date: 4/26/17

APPROVED AS TO LEGAL
Council [Signature] 4/26/17

DOC #8

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Autozone Parts, Inc.

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Joe Sellers, an authorized representative of Autozone Parts, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
<u>Autozone, Inc.</u>	<u>123 S. Front St. Memphis, TN 38103</u>	<u>100%</u>
<u>FHR LLC</u>	<u>245 Summer St. Boston MA 02140</u>	<u>12% (of Autozone, Inc.)</u>
<u>T Rowe Price Associates, Inc.</u>	<u>P.O. Box 89000 Baltimore MD 212</u>	<u>11.6% (of Autozone, Inc.)</u>

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

4/17/17
Date

Joe Sellers
Joe Sellers
Authorized Signature and Title

APPROVED AS TO LEGAL FORM
K. Williams _____

NON-COLLUSION AFFIDAVIT

Company Name: Autozone Parts, Inc.

Street: 123 South front str.

City, State, Zip Code: Memphis TN 38103

State of ~~New Jersey~~ TN

County of Shelby

I, Joe L. seller Jr. of the _____
Name City

in the County of Shelby, State of Tennessee
of full age, being duly sworn according to law on my oath depose and say that:

I am the ^A Vice President of the firm of Autozone Parts Inc.
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that NIPA/CPN relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Autozone Parts, Inc.
Company Name

[Signature] VP Commercial
Authorized Signature & Title

Subscribed and sworn before me

this 13th day of April, 2017

[Signature]
Notary Public of Shelby County, TN
My commission expires March 12, 2018

SEAL

DOC #10

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Autozone Parts, Inc.
Street: 12-3 S. Front St
City, State, Zip Code: Memphis TN 38103

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____ AW

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

4/20/12
Date

[Signature]
Authorized Signature and Title

APPROVED AS TO LEGAL FORM
A. Clunan 4/26/12

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #12

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholders. Handwritten entry: Auto Zone, Inc. 123 S. Front St. Memphis TN 38103

Notary section with fields for date, name, title, and commission expiration. Includes handwritten signature and 'Joe Sellers VP Commercial'.

APPROVED AS TO LEGAL FORM

K. Williams [Signature]



AGENDA MEMORANDUM

Meeting Date: 5/26/2020

To: The Honorable Mayor Billy Bain and Members of the City Council

Via: William Alonso, City Manager/Fin. Director

From: Omar L. Luna, Recreation Director

Subject: 4th of July Firework Display

Recommendation:

Recommendation by Recreation that Council waive the competitive bid process and approve an expenditure to Firepower Displays Unlimited, LLC, in the amount of \$16,000, for 4th of July Fireworks Display as funds were approved in the FY 19/20 Budget, pursuant to Section §31.11 (E)(6)(g) of the City Code.

Discussion/Analysis:

Provide the annual fireworks display for the 4th of July. This vendor has provided the fireworks display to the City since 1997. This vendor is one of only two local vendors and has provided firework displays for several municipalities such as: City of Homestead, City of Marathon, City of Pembroke Pines, Town of Davie, City of Coral Gables and Florida City. Firepower works directly with Miami Dade County Fire Department on our behalf, which expedites the permitting process and inspections required.

Guidelines for the 4th of July:

- Spectators will be allowed as long as they maintain social distancing and wear a mask.
- No Tents, Barbeques, Sporting Equipment, Picnic and Tailgating will be allowed.
- Residents will be encouraged to watch from their homes
- Fireworks will still be shown on a Live Feed (Instagram, Facebook, Youtube, etc)

Fiscal Impact (If applicable):

The Fireworks Display is already budgeted. The Village of Virginia Gardens will be also contributing \$3,000.00. The City of Miami Springs will be responsible for \$13,000.00



CONTRACT FOR FIREWORKS

FIREWORKS DISPLAYS UNLIMITED, LLC d.b.a.
FIREPOWER FIREWORKS DISPLAYS
SPECTACULAR CUSTOM FIREWORKS DISPLAYS
FOR ANY OCCASION!

Sponsor (Legal Name) :
Contact Person :
Date of Display :
Location of Display :
Shoot Time :
Duration :
Contract Price :
Deposit Required :
Remarks/Notes :

Day of Event Contact Cell # :
Alternative Contact Cell # :
Sponsor's Address :

We the undersigned, being interested in a fireworks display for _____ agree to pay a price of _____ for the display agreed upon, which will be furnished by Firepower Fireworks Displays.

The undersigned, intending to be legally bound, agree as follows:

1. Sponsor to make a deposit payment of 50% of the contact price upon signing of contract, but no later than 30 days prior to display. Remaining balance due 3 days prior to event/firework display date, unless arrangements to have a check on site has been made.
2. In the event Sponsor shall fail to pay any sum when due under the terms of this contract, Sponsor shall pay, in addition to such amount, interest at the rate of 1-1/2% per month on the unpaid amount from the original due date. Sponsor does further agree that it shall pay Firepower Fireworks Displays reasonable attorney fees and court costs in the event Firepower Fireworks Displays shall commence suit or incur fees to compel Sponsor to pay any sums due hereunder or otherwise as a result of Sponsor's default of any of the terms and provisions herein contained.
3. SPONSOR'S AGENT: _____ be designated as sponsor's agent to whom all questions and inquiries shall relay all questions and inquiries. Sponsor's agent shall be the only agent of sponsor authorized to request rescheduling of the delivery and exhibition of the fireworks on the part of the sponsor.
4. If event is on land, sponsor to furnish police and/or crowd security personnel, provide proper parking supervision, and insure adequate patrol of the safety zone as marked and secured by the sponsor until Firepower Fireworks Displays advises that it is no longer necessary. Firepower Fireworks Displays is not responsible for clean-up of land-based shows other

than company equipment, supplies and packing materials. A land based fireworks show produces debris. Sponsor shall be responsible for the clean-up of any such debris.

5. If event is over water, **Firepower Fireworks Displays** will be responsible for marine permit (**Coast Guard**), and for control of safety zone (**Marine Police**) where applicable.
6. **Firepower Fireworks Displays** reserves the right to stop the display in the event persons, vehicles or animals enter the secured safety zone and security is unable or unwilling to remove them and enforce the safety regulations.
7. **Firepower Fireworks Displays** will furnish all applicable licenses, permits (**does not include special event permit**), \$5,000,000 liability insurance and pyrotechnicians for your electronically fired display.
8. **NOTE:** In accordance with local regulations and ordinances, fireworks displays shall not take place later than **11:00 pm** unless approval is obtained from the governing authority, **some weekday ordinances are at 9:30pm**. The restrictions shall not be applicable with regards to holidays such as December 31, January 1, or other national holidays **where the ordinance is not active**. If for some reason, shoot time does not occur before the allotted time and shoot is canceled due to local authority or expiration of permit, Sponsor is liable for full payment of display.
9. Hold harmless **Firepower Fireworks Displays** from any claims that do not directly relate to damages produced by its staff, equipment or pyrotechnic material.
10. CREDITS: As a material inducement to **Firepower Fireworks Displays**, agreeing to enter into this agreement, Sponsor shall give **Firepower Fireworks Displays** program credit as sole fireworks supplier and producer in all press releases, advertising, and any other program announcements, printed or otherwise. **Firepower Fireworks Displays has the authority to post photos/videos of the firework display provided to Sponsor on social media (ie. Facebook, YouTube, Company Website, etc.)**
11. If show is canceled, sponsor is responsible for any permit, firewatch or barge/tug fees, if applicable. Additionally, sponsor will be responsible for load in/ load out expenses not to exceed 50% of budget. If show is stopped while in progress for any reason, Sponsor will still be responsible for contract amount minus the cost of material not discharged.
12. If wind exceeds 20 miles per hour, fireworks display will be postponed to an agreed date between sponsor and **Firepower Fireworks Displays** or canceled if a rain date is not possible.
13. Rain date policy is as follows: Postponement time is by 11:30am day of display with no additional fee's incurred by Sponsor other than what is stated on line 11.
14. Cancellation policy is as follows: Cancellation time is by 11:30am day of display with no additional fee's incurred by Sponsor other than what is stated on line 11.
15. If the delivery and/or exhibition of the fireworks are postponed by reason of inclement weather, it shall be re-scheduled to the Rain Date set forth by Sponsor or where possible, **Firepower Fireworks Displays will allow time to pass for inclement weather to subside, not to exceed applicable ordinance time.**
16. IMPORTANT NOTE: Items listed in this proposal assume a firing area that conforms to NFPA Code 1123-1995, which states that there must be at least 70 feet per inch of shell diameter between firing site and any spectators, cars or buildings. This program requires a safety zone that has a radius of _____ feet because of the inclusion of _____ shells. Adjustments will be made to the content of this program if necessary to conform to NFPA 1123-1995.
17. **Firepower Fireworks Displays is ONLY responsible for permits pertaining to fireworks, such as a fireworks permit through the local Fire Department and/or City, Coast Guard Permits and hiring of a Fire Inspector and/or Off Duty Police, when required. Firepower Fireworks Displays is not responsible for any other types of permits such as a special event permit. Sponsor must make sure any other required permits are submitted.**
18. Sponsor is responsible for notifying neighborhood residents/venue of firework display, if applicable.

Firepower Fireworks Displays, upon acceptance of this contract in writing, agrees to fulfill the contract in a workmanlike and professional manner.

_____ Date

_____ Sponsor



Firepower Fireworks Displays
Allyson Acosta, Director



ASSORTED MINES, ASSORTED COLOR, PEONIES & CHRYSANTHEMUMS – bursts resembling a round and weeping flower pattern, WHISTLES – a break of color, followed by whistles, SCREAMING DRAGONS – a break of bright magnesium colors followed by loud screaming whistle, GOLD FLITTER, SILVER OR GLITTER CROSSETTES - exploding comets crackling into crisscrossing effects, FANCY STAR SHELLS – Assorted brilliant colors in various patterns, SPIDERWEBS – long hanging fine webs of gold or silver, TOURBILLIONS – titanium silver spinning effects, RINGSHELLS – assorted ring patterns of different colors of one, two, three or five different colors, GOLDEN, SILVER, GLITTERING OR CRACKLING PALM TREES – a palm tree image with trunk-like different forms, ASSORTED TWO and THREE COLOR CHANGING CHRYSANTHEMUMS & PEONIES – two or three distinct color changes that resemble a round and weeping flower pattern, STROBES – a variety of bright twinkling shells, ASSORTED COLOR BROCADES – a dense golden, silver or assorted color effect ending at the tips with an umbrella-like canopy cascading and falling low, MULTI-BREAK SALUTE SHELLS – a variety of salute effects that incorporate multiple powerful reports into the display, ASSORTED COMETS, bright luminous thick tail with comet-like appearance with various colors, ASSORTED TIGERTAILS, similar to comets, ASSORTED MINES, projects various types of effect and colored stars that are launched and ignited at a low altitude, TITANIUM SALUTES – these shells explode into a burst of brilliant white lights and booming reports, ASSORTED COLOR & CRACKLING EFFECTS – assorted color peonies and chrysanthemums with crackling effects, WILLOWS - very fine lines with an umbrella like effect cascading slowly, ETC.

SHELL COUNT

	OPENING	BODY	FINALE	TOTAL SHELLS
2"				
2.5"				
3"				
4"				
5"				
6"				
7"				
8"				
CAKES				
STAGE/THEATRICAL				
MODULES				



City of Miami Springs

Office of the City Clerk

Erika Gonzalez-Santamaria, MMC, City Clerk

Juan D. Garcia, Deputy City Clerk

Mary Arguedas, Assistant to the City Clerk

MEMO

To: The Honorable Mayor Bain and members of the City Council

From: Erika Gonzalez-Santamaria, MMC, City Clerk

Subject: Nominations for Group III Vacancy

Date: June 3, 2020

On May 26, 2020 at the Regular Council Meeting, it was asked that the City Council provide nominations for filling the vacancy for Group III by June 3, 2020. Below are the following names for consideration:

City Council	Nomination
Mayor Billy Bain	George Lob
Councilman Bob Best (Group I)	James Borgmann
Councilwoman Maria Mitchell (Group II)	Mark Trowbridge
Councilman Jaime Petralanda (Group IV)	Dr. James Watson (Will not be seeking to run for Office)

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, APPOINTING AN INTERIM COUNCILMEMBER TO FILL THE VACANCY IN GROUP III ON THE CITY COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a vacancy has been created on the City of Miami Springs (the “City”) Council due to the resignation of Vice Mayor Mara Zapata (Group III) effective Friday, May 29, 2020; and

WHEREAS, Section 3.07 of the City Charter provides the method of filling a City Council vacancy; and

WHEREAS, as of Friday, May 29, 2020, there will be more than 120 days remaining in Vice Mayor Zapata’s unexpired term of office and no regular City election is scheduled within 120 days; and

WHEREAS, accordingly, pursuant to Section 3.07(3)(b) of the City Charter, the City Council is required to appoint an interim councilmember to fill the vacancy in Group III on the City Council and call a special election to elect a successor councilmember to serve the remaining term of Vice Mayor Zapata’s term of office; and

WHEREAS, on May 28, 2020, pursuant to the requirements of the City Charter, the City Council adopted Resolution No. 2020-3860 calling a special election on Tuesday, August 18, 2020 and establishing the qualifying period for the special election as Tuesday, June 9, 2020 to Thursday, June 11, 2020; and

WHEREAS, pursuant to Section 3.07(3)(b) of the City Charter, the City Council desires to appoint an interim councilmember to fill the vacancy in Group III on the City Council; and

WHEREAS, the interim appointed councilmember shall serve as the Group III Councilmember until the election of a successor at the special election on Tuesday, August 18, 2020; and

WHEREAS, the City Council wishes to appoint _____, who is qualified to serve, as an interim councilmember to fill the vacancy in City Council Group III; and

WHEREAS, the City Council finds that this Resolution is in the best interest of the City and that it is necessary and appropriate to make an interim appointment to fill the vacancy in Group III on the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Interim Appointment. That pursuant to the requirements of the City Charter, the Council hereby appoints _____ as an interim councilmember to fill the vacancy in City Council Group III until the election of a successor at the special election which has been called for Tuesday, August 18, 2020.

Section 3. Effective Date. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 8th day of June, 2020.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, RATIFYING ALL EMERGENCY ORDERS ISSUED AND ACTIONS TAKEN BY THE CITY MANAGER RELATED TO NOVEL CORONAVIRUS/COVID-19; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents symptoms similar to those of influenza; and

WHEREAS, COVID-19 continues to pose a public health risk to residents of the City of Miami Springs (the “City”); and

WHEREAS, on March 1, 2020, Florida Governor Ron DeSantis issued Executive Order No. 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 9, 2020, due to the risks posed by COVID-19, a State of Emergency was declared by Florida Governor Ron DeSantis and by Miami-Dade County Mayor Carlos Gimenez on March 12, 2020; and

WHEREAS, on May 11, 2020, the City Council approved Resolution No. 2020-3856 ratifying all emergency orders issued and actions taken by the City Manager related to COVID-19; and

WHEREAS, on May 26, 2020, the City Council approved Resolution No. 2020-3857 ratifying all additional emergency orders issued and actions taken by the City Manager related to COVID-19 since the adoption of Resolution No. 2020-3856; and

WHEREAS, the City Manager has issued additional emergency orders in order to continue mitigating and slowing the transmission of COVID-19 within the City; and

WHEREAS, the City Council wishes to ratify any additional emergency orders issued and actions taken by the City Manager to protect the public from COVID-19 since the adoption of Resolution No. 2020-3857; and

WHEREAS, the City Council finds that this Resolution is in the best interest, health, and welfare of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Ratification. That the City Council hereby ratifies any emergency orders issued and any actions taken by the City Manager to protect the public from COVID-19 since the adoption of Resolution No. 2020-3857 through the Effective Date of this Resolution.

Section 3. Effective Date. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

_____	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 8th day of June, 2020.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY



CITY OF MIAMI SPRINGS, FLORIDA
OFFICE OF THE CITY MANAGER
AMENDMENT 1 TO
EMERGENCY ORDER 20-02

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis issued Executive Orders 20-51 and 20-52 declaring a public health emergency and a state of emergency due to the risks presented by novel coronavirus also known as COVID-19; and

WHEREAS, on April 3, 2020, the United States Centers for Disease Control and Prevention (“CDC”) recommended that persons wear masks, including cloth masks or other facial coverings, while in public to help control the spread of COVID-19; and

WHEREAS, COVID-19 continues to spread throughout Miami-Dade County and the City of Miami Springs, although at a lower rate; and

WHEREAS, it is important for the physical and mental health of the community that outdoor recreation be permitted to the extent that it is safe to do so; and

WHEREAS, the City of Miami Springs, in consultation with medical experts, industry experts, Miami-Dade County and municipalities within Miami-Dade County, has determined that it is possible to open, with restrictions, parks, golf courses, boat ramps, and municipal swimming pools; and

WHEREAS, the detailed findings of Governor DeSantis’ Executive Orders Numbers 20-52, 20-68, 20-82, 20-83, 20-91, 20-92, 20-112, 20-114, 20-120, 20-122, 20-123, and 20-131 are hereby incorporated by reference; and

WHEREAS, the detailed findings of Miami-Dade County Mayor Gimenez as set forth in Emergency Order 21-20, as amended; Emergency Order 23-20, as amended; and Emergency Order 24-20 are hereby adopted and incorporated by reference; and

WHEREAS, on April 29, 2020, the City of Miami Springs issued Emergency Order 20-02 providing for the reopening of select City parks; and

WHEREAS, in accordance with Miami-Dade County Emergency Orders 23-20 as amended and 24-20, the City of Miami Springs wishes to provide for the limited reopening of the Aquatic Center at the Miami Springs Community Center through this amendment to City of Miami Springs Emergency Order 20-02; and

NOW, THEREFORE, in accordance with Executive Order 20-52, Chapter 252, Florida Statutes, and the City of Miami Springs Charter and Code, I hereby issue the following emergency measures:


1. Paragraph 1 of City of Miami Springs Emergency Order 20-02 is hereby amended and restated as follows:
 1. Except as more specifically set forth in this Order, the following City Parks and Recreational facilities shall be **REOPENED** on Wednesday, April 29, 2020, subject to the restrictions in Miami-Dade County Emergency Orders 21-20, 23-20, and 24-20, as may be amended from time to time, and any other applicable State or County Emergency Order:
 - a. Stafford Park, 501 East Drive
 - i. Hours of Opening:
 1. Monday through Friday: 12:00 p.m. to 8:00 p.m.
 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
 - b. Peavy-Dove Park, 700 Dove Avenue
 - i. Hours of Opening:
 1. Monday through Friday: 12:00 p.m. to 8:00 p.m.
 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
 - c. Prince Field, 343 Payne Drive
 - i. Hours of Opening:
 1. Monday through Friday: 4:00 p.m. to 8:00 p.m.
 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
 - d. Tennis Courts, 401 Westward Drive
 - i. Hours of Opening:
 1. Monday through Friday: 4:00 p.m. to 8:00 p.m.
 2. Saturday: 8:00 a.m. to 11:00 a.m.
 3. Sunday: 9:00 a.m. to 11:00 a.m.
 - e. Boat Ramp, at South Royal Poinciana and Dove Avenue
 - i. Hours of Opening:
 1. Sunday through Saturday: Sunrise to Sunset
 - f. Aquatic Center at Miami Springs Community Center, 1401 Westward Drive (to be reopened on Monday, June 1, 2020, subject to restrictions in Miami-Dade County Emergency Orders 23-20, as amended, and 24-20, as well as the limitations set forth herein)
 - i. Hours of Opening:
 1. Monday through Friday: 7:00 a.m. to 9:00 a.m.; 3:00 p.m. to 6:00 p.m.
 2. Saturday and Sunday: 10:00 a.m. to 1:00 p.m.
 - ii. The Aquatic Center Pool will be open for lap swimming only.
 - iii. Amenities which remain closed are as follows: slide, beach area, basketball, lounge chairs, cabana rentals, swim lessons, and open swim.

2. The balance of Emergency Order 20-02 remains in full force and effect.

This Order shall be effective retroactively as of June 1, 2020 at 12:01 a.m. and may be further supplemented from time to time. This Emergency Order shall expire on the expiration of the Governor's Executive Order 20-52, including any extensions. This Emergency Order may be cancelled earlier by action of the City Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Miami Springs to be affixed this 3rd day of June, 2020 at 6:00 p.m. (EST).

ATTEST:



ERIKA GONZALEZ, MMC
CITY CLERK



WILLIAM ALONSO, CPA, CGFO
CITY MANAGER



CITY OF MIAMI SPRINGS, FLORIDA
OFFICE OF THE CITY MANAGER
EMERGENCY ORDER 20-01

Pursuant to Governor DeSantis' Executive Orders 20-51 and 20-52, in which the Governor declared a public health emergency and a state of emergency, there is a recommendation to limit public gatherings. On March 20, 2020, Governor DeSantis issued Executive Order 20-69, "Emergency Management - COVID-19 Local Government Public Meetings." Pursuant to Executive Order 20-69, "any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place" is suspended, and the City is authorized to hold public meetings through the use of communications media technology, subject to the adoption of rules pursuant to Section 120.54(5)(b)2, Fla.Stat.

In accordance with Executive Order 20-52, Chapter 252, Florida Statutes, and the City of Miami Springs Charter and Code, I hereby issue the following:

Rules of Procedure for Public Meetings Utilizing Communications Media Technology


1. Prior to the commencement of any City public meeting, the Clerk shall post notice of the meeting in a manner consistent with Section 286.011, Florida Statutes. The notice shall also include instructions on how to access the public meeting either via telephone, video conference, or other communications media technology utilized by the City.
2. As used in this Order, "communications media technology" means the electronic transmission of printed matter, audio, full-motion video, freeze-frame video, compressed video, and digital video by any method available.
3. If a public meeting provides for the opportunity for public comment, the notice shall also include instructions regarding how members of the public may submit comments or questions.
4. The Clerk shall ensure that the public meeting complies with all requirements of Section 286.011, Florida Statutes, which have not otherwise been suspended or waived pursuant to Executive Order 20-69 (e.g., the preparation of minutes, etc.).

This Emergency Order shall expire on the expiration of the Governor's Executive Order 20-52, including any extensions. This Emergency Order may be cancelled earlier by action of the City Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Miami Springs to be affixed this 13th day of April, 2020 at 12:00pm. (EST).

ATTEST:


ERIKA GONZALEZ, MMC
CITY CLERK


WILLIAM ALONSO, CPA, CGFO
CITY MANAGER



CITY OF MIAMI SPRINGS, FLORIDA
OFFICE OF THE CITY MANAGER
EMERGENCY ORDER 20-02

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis issued Executive Orders 20-51 and 20-52 declaring a public health emergency and a state of emergency due to the risks presented by novel coronavirus also known as COVID-19; and

WHEREAS, on April 3, 2020, the United States Centers for Disease Control and Prevention ("CDC") recommended that persons wear masks, including cloth masks or other facial coverings, while in public to help control the spread of COVID-19; and

WHEREAS, COVID-19 continues to spread throughout Miami-Dade County and the City of Miami Springs, although at a lower rate; and

WHEREAS, it is important for the physical and mental health of the community that outdoor recreation be permitted to the extent that it is safe to do so; and

WHEREAS, the City of Miami Springs, in consultation with medical experts, industry experts, Miami-Dade County and municipalities within Miami-Dade County, has determined that it is possible to open, with restrictions, parks, golf courses, and boat ramps; and

WHEREAS, the detailed findings of Governor DeSantis' Executive Orders Numbers 20-52, 20-68, 20-82, 20-83, 20-91, and 20-92 are hereby incorporated by reference; and

WHEREAS, the detailed findings of Miami-Dade County Mayor Gimenez as set forth in Emergency Order 21-20, dated April 27, 2020, are hereby adopted and incorporated by reference; and

WHEREAS, as the City of Miami Springs begins to move towards a "new normal" in the wake of the COVID-19 pandemic, select City parks will reopen on Wednesday, April 29, 2020, with greater restrictions than that provided in Miami Dade County Emergency Order 21-20, which is attached hereto as **Exhibit "A"**; and

NOW, THEREFORE, in accordance with Executive Order 20-52, Chapter 252, Florida Statutes, and the City of Miami Springs Charter and Code, I hereby issue the following emergency measures:

1. Except as more specifically set forth in this Order, the following City Parks and Recreational facilities shall be **REOPENED** on Wednesday, April 29, 2020, subject to the restrictions in Miami-Dade County Emergency Order 21-20 and any other applicable State or County Emergency Order:

- a. Stafford Park, 501 East Drive
 - i. Hours of Opening:
 - 1. Monday through Friday: 12:00 p.m. to 8:00 p.m.
 - 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
- b. Peavy-Dove Park, 700 Dove Avenue
 - i. Hours of Opening:
 - 1. Monday through Friday: 12:00 p.m. to 8:00 p.m.
 - 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
- c. Prince Field, 343 Payne Drive
 - i. Hours of Opening:
 - 1. Monday through Friday: 4:00 p.m. to 8:00 p.m.
 - 2. Saturday and Sunday: 8:00 a.m. to 8:00 p.m.
- d. Tennis Courts, 401 Westward Drive
 - i. Hours of Opening:
 - 1. Monday through Friday: 4:00 p.m. to 8:00 p.m.
 - 2. Saturday: 8:00 a.m. to 11:00 a.m.
 - 3. Sunday: 9:00 a.m. to 11:00 a.m.
- e. Boat Ramp, at South Royal Poinciana and Dove Avenue
 - i. Hours of Opening:
 - 1. Sunday through Saturday: Sunrise to Sunset

2. All other City Parks and Recreational facilities, including racquetball courts, shall remain **CLOSED**.

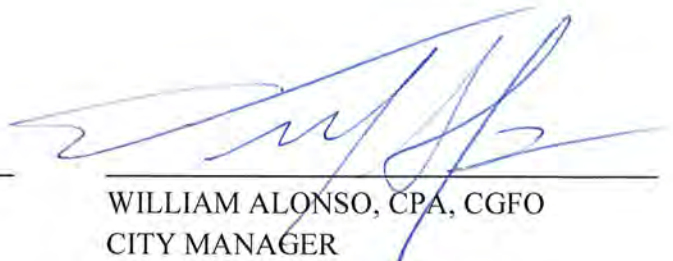
This Order shall be effective as of April 29, 2020 at 12:00 p.m. and may be further supplemented from time to time. This Emergency Order shall expire on the expiration of the Governor's Executive Order 20-52, including any extensions. This Emergency Order may be cancelled earlier by action of the City Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Miami Springs to be affixed this 29th day of April, 2020 at 12:00 p.m. (EST).

ATTEST:



ERIKA GONZALEZ, MMC
CITY CLERK



WILLIAM ALONSO, CPA, CGFO
CITY MANAGER



MIAMI-DADE COUNTY EMERGENCY ORDER 21-20

WHEREAS, section 252.38(3)(a), Florida Statutes, gives political subdivisions the authority to declare and enact a State of Local Emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required of the political subdivision by law; and

WHEREAS, on March 1, 2020, the Governor of Florida issued Executive Order Number 20-51, directing the State Health Officer and Surgeon General to declare a Public Health Emergency related to coronavirus disease 2019 (COVID-19) in Florida; and

WHEREAS, on March 9, 2020, the Governor issued Executive Order Number 20-52, declaring a State of Emergency for the State of Florida related to COVID-19; and

WHEREAS, on March 12, 2020, the County Mayor declared a State of Emergency for all of Miami-Dade County; and

WHEREAS, the County Mayor has filed an affidavit explaining that this State of Emergency, including extensions, may last for more than thirty days; and

WHEREAS, the County Mayor issued Emergency Order 06-20 on March 18, 2020, closing beaches, parks, and recreational facilities; and

WHEREAS, Emergency Order 06-20 was amended on March 22, 2020, to close marinas and boat ramps; and

WHEREAS, on March 30, 2020, the Governor issued Executive Order Number 20-89, restricting the operation of non-essential businesses in certain South Florida counties and requiring such establishments to take reasonable actions to comply with the United States Centers for Disease Control and Prevention (CDC) guidelines on social distancing; and

WHEREAS, the CDC believes that social distancing is the most effective way of slowing the spread of COVID-19; and

WHEREAS, on April 3, 2020, the CDC recommended that persons wear facial coverings, including cloth masks or other facial coverings, in situations where it is difficult to attain social distancing; and

WHEREAS, on April 7, 2020, the Board of County Commissioners ratified both the declared State of Emergency and Emergency Order 06-20, as amended; and

Miami-Dade County Declaration of Local State of Emergency

WHEREAS, COVID-19 poses a health risk to Miami-Dade County residents, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, COVID-19 spread continues to occur in Miami-Dade County, although at a lower rate; and

WHEREAS, it is important for the physical and mental health of the community that outdoor recreation be allowed to the extent it is safe to do so; and

WHEREAS, the County, in consultation with medical experts, industry experts, and municipalities within Miami-Dade County, has determined that it is possible to open, with restrictions, parks, golf courses, marinas and boat ramps,

THEREFORE, as County Mayor of Miami-Dade County, I hereby order:

1. Effective as of 6:00 a.m. on April 29, 2020, Emergency Order 06-20, as amended, is cancelled.

2. Defined terms:

As used herein,

- the term “facial covering” shall refer to a facial covering as described in Emergency Order 20-20;
- the term “family” shall mean an individual and spouse, domestic partner, parents, children, or legal guardians who reside in the same household, and inclusive of children whose custody is shared between two parents in different households;
- “parks” shall mean parks and recreational facilities but shall not include beaches; and
- the term “social distancing” shall mean a minimum of six feet distance between persons. Social distancing, where required herein, shall not apply to family members residing in the same dwelling solely with respect to other such family members.

3. If the CDC issues guidelines that are more restrictive than is provided for in this order, persons shall comply with the CDC guidelines.

4. Effective as of 6:00 a.m. on April 29, 2020, all parks and recreational facilities in the incorporated and unincorporated areas of Miami-Dade County may be open, but only under the limited circumstances set forth herein:

- All parks and recreational facilities may be open only from the hours of 7 a.m. to 8 p.m. Within this time period, a park or recreational facility may be open for a shorter time period if prescribed by their normal operating hours or, with respect to parks operated by municipalities, by municipal regulation.

Miami-Dade County Declaration of Local State of Emergency

- Use of parks and recreational facilities shall be for limited active and passive uses by individuals and families, as permitted by this order and following current CDC and State Health Department guidelines.
- No groups of 10 or more persons shall congregate in parks or recreational facilities. All persons, excepting family, shall observe social distancing, both within groups and with others.
- Only the following limited active uses are allowed: walking, jogging, hiking, skating, cycling, nature walks on trails, and sports skills practice by individuals or between family members. Sports skills practice includes, but is not limited to, activities such as shooting a basketball, dribbling a soccer ball, solo racquetball, family members throwing a ball, or similar activities.
- To ensure that social distancing is maintained and to ensure access to facilities by patrons, parks staff may limit the number of persons using trails, paths, fields, or courts, and may limit the time any person spends on such trail, path, field, or court.
- Organized or competitive play on courts and fields is prohibited, except singles tennis play may be allowed.
- Passive uses of parks are allowed if social distancing is maintained, provided however, that table games, picnics, and parties are prohibited.
- Selected park trails and walkways shall be one-way flow only, except where the existing configurations does not allow such flow. Where designated for one-way flow, persons shall only move in the designated direction.
- Facial coverings shall be worn, except children under the age of 2, persons who have trouble breathing due to a chronic pre-existing condition, or persons engaged in strenuous physical activity.
- An attendant shall be provided for each restroom. Restrooms shall be cleaned no less than once every two hours with CDC approved products. Restroom use shall be one person or one family at a time.
- Vehicle parking capacity in parks shall be reduced by no less than 25 percent when practicable.
- Sports field lighting shall remain off.
- Use of the following amenities is prohibited:
 - bike racks;
 - playgrounds and exercise equipment;
 - dog parks;
 - recreation buildings, picnic shelters, gyms, campgrounds;
 - skate parks;
 - splashpads and swimming pools;
 - mechanical attractions; and
 - concessions.

5. Effective as of 6:00 a.m. on April 29, 2020, all marinas, boat launches, docking, fueling, marine supply, and other marina services in the incorporated and unincorporated areas of Miami-Dade County may be open, but only under the limited circumstances:

Miami-Dade County Declaration of Local State of Emergency

BOAT RAMP PROTOCOL:

- Ramps may be open between 6 a.m. and 8 p.m. daily.
- Facial coverings shall be worn while on shore and until such time as the vessel is fully loaded and has departed the marina.
- One boat per launch ramp shall be permitted at a time; vessels shall be prepared in advance to launch, such as plug secured, dock lines tied, and safety equipment and provisions already onboard; all passengers shall board the vessel once it is launched.
- Upon returning to the dock, all passengers shall remain on the vessel until the boat is ready to be loaded onto the trailer; once loaded, all passengers shall return to their vehicles and exit the launch facility immediately.

FISH CLEANING STATIONS:

- One person per station at a time. Fish cleaning stations shall be cleaned with soap and water or a disinfecting agent between each use.
- Social distancing shall be practiced.

FISHING PIERS:

- A minimum of 10 feet between persons fishing shall be maintained, with the exception of family members.
- Persons shall wear facial coverings while fishing.

PUBLIC RESTROOMS/SHIP STORES:

- Access to public restrooms shall be available. Restrooms shall be cleaned no less than once every two hours using CDC approved products.
- Those entering ship or bait and tackle stores shall be required to practice social distancing and wear facial coverings.
- Floor markings shall be used to assist customers in observing social distancing.

CHARTER VESSELS:

- Captain, crew and patrons shall wear facial coverings and practice social distancing both on shore and on the vessel.
- "Six-Pack" vessels shall have no more than four guests per vessel.
- Drift Fishing Vessels shall provide for social distancing, which shall include delineating safe social distancing positions, including, but not limited to, tape or markings for patrons on seats, vessel railings and the deck. All persons fishing shall have his/her own fishing poles and tackle. Equipment rental is prohibited.
- CDC cleanliness guidelines shall be posted in restrooms/heads; restrooms shall be sanitized and disinfected at least hourly and after each trip, or more frequently as needed; and water and soap, hand sanitizer, or both, shall be provided for patrons.
- Fish cleaning and bait table stations shall be limited to one person per station at a time. Fish cleaning and bait table stations shall be cleaned with soap and water or a disinfecting agent between each charter.

Miami-Dade County Declaration of Local State of Emergency

- If crew members are filleting fish a patron caught, only one person per table.
- All persons shall practice social distancing and utilize facial coverings at landside and including check-in locations.
- Vessels shall delineate safe social distance positions for those waiting in line to check in or out with tape or other markings.

ON-WATER ACTIVITY:*

- Boats shall remain 50 feet apart at all times.
- Tying up to posts or structures that are condemned or unoccupied in Stiltsville is prohibited.
- Gatherings of more than 10 people are prohibited.
- Rafting up or beaching of boats is prohibited.
- Landings and anchoring at sandbars are prohibited.
- Capacity of boats:
 - Boats less than 25 feet: 4 adults maximum, plus children 17 and under. Maximum of 8 people on the boat.
 - Boats 25 feet to 36 feet: 6 adults maximum, plus children 17 and under. Maximum of 10 people on the boat.
 - Boats greater than 36 feet: 8 adults maximum, plus children 17 and under. Maximum of 10 people on the boat.
 - No boat shall exceed the maximum persons capacity per “maximum capacity label.”
 - Jet ski rental operations shall be single riders only. Jet skis shall be sanitized on return with CDC approved products.

**Limitations on use of vessels on-water shall be enforced as permitted by Florida Law by any law enforcement entity having jurisdiction.*

6. Effective as of 6:00 a.m. on April 29, 2020, golf courses may open, if the following conditions are met:

ON-COURSE FACILITY

- Staff and players shall practice social distancing and wear facial coverings while inside the facility.
- No clubs or other equipment shall be transported by golf course staff. Players shall be responsible for bringing their own golf equipment to designated areas prior to play.
- Designated signage shall be placed outside the pro-shop and clubhouse outlining the required social distancing and facial covering guidelines.
- Designated signage shall be placed on carts and around the clubhouse with the phone number to call for food orders and an explanation of how to pay.
- Indoor events shall be prohibited.
- Pro-shop display areas shall be closed, but patrons may be allowed to purchase goods and supplies at the pro-shop door on a walk-up basis.
 - Payment shall be made at the front door observing social distancing.
 - Glass or plastic screens shall be installed between pro-shop staff and customers.
 - Staff shall wear facial coverings at all times.

Miami-Dade County Declaration of Local State of Emergency

- Where possible, separate entry and exit doors shall be designated.
- Usage of locker room and bag storage areas is prohibited.
- For all pro-shop lines, markers shall be placed on the floor to assist patrons to comply with social distancing guidelines.
- Hand sanitizer shall be provided in restrooms and payment areas.
- Restroom use shall be one person or one family at a time, with appropriate signage to be provided.
- Each cart and any rental equipment shall be cleaned and disinfected prior to players' use.
 - All sand containers, scorecards, pencils, tees, towels, coolers or other shared materials shall be removed from golf carts.
- All restrooms and touch-point areas shall be disinfected no less than every two hours with CDC approved products.
- Driving-range hitting areas shall be spaced at least 10 feet apart.
- Scorecard, pencil and tees shall only be issued to individuals when requested from starter, and then discarded after their initial use.

GOLF-COURSE PREPARATION

- Cup Modifications:
 - A pool noodle or other blocking mechanism shall be used to fill the hole, or the cup shall be raised an inch above ground to prevent the ball from going in the hole.
 - Alternatively, an E-Z lyft touchless golf ball retrieval system or similar touchless system may be used.
- Rakes in all bunkers shall be removed:
 - United States Golf Association recommendations shall be followed on bunker play depending on the course and its resources.
- All water stations shall be removed.
- All ball wash units shall be removed or locked down.
- All practice facility bag stands, chairs and PVC pipes for picking up balls shall be removed.
- All range-balls shall be cleaned, with water and soap, after every pick-up prior to making them available for golfers.
- Where possible, clientele 60 years of age and older shall be separated from younger clientele.

PLAYING

- Players shall not touch or remove the flagstick from the cup.
- All players shall stay at minimum six feet apart at all times, and a course ranger or other staff member shall monitor player compliance on the course.
- More than one player per each cart is prohibited.
- Walking is allowed while maintaining social distancing.
- To eliminate congestion and gathering on the property or in the parking lot, each golfer shall leave the golf course immediately after playing.

Miami-Dade County Declaration of Local State of Emergency

FOOD AND BEVERAGE

- Beverage carts on the golf course are permitted under the following circumstances:
 - Beverage cart staff shall wear facial coverings at all times.
 - Beverage carts shall bear signage stating that players are prohibited from touching anything on the beverage cart.
 - Only a cart attendant shall distribute items from the cart. To ensure social distancing:
 - Beverage cart attendant shall place purchased items on opposite side of the players golf cart; and
 - For players that are walking, the beverage cart attendant shall place the purchased items on the ground for the player to pick it up.
 - Players shall be encouraged to pay with credit card and cart attendants shall wipe down the credit card machine after each use.

STAFF

- Facial coverings shall be worn by all staff at all times.
- Shaking hands is prohibited.

7. All beaches in the unincorporated and incorporated areas of Miami-Dade County shall remain closed.

8. This order shall apply to both publicly-owned and privately-owned beaches, parks and recreational facilities, marinas and boat landings, and golf courses. This order does not apply to beaches, parks and recreational facilities, marinas and boat landings, or golf courses under the jurisdiction of the State of Florida or the federal government.

9. These provisions shall serve as minimum standards. Municipalities may impose more stringent standards within their jurisdictions as may be authorized by law.

10. This order shall expire upon the expiration of the existing Miami-Dade County State of Local Emergency, except that if such State of Local Emergency is extended, this order shall also be deemed to extend for the duration of such extension. This order may be cancelled earlier by action of the County Mayor.

11. This order shall be provided to all appropriate media consistent with the requirements of section 8B-7(2)(n) of the Code of Miami-Dade County.

Enacted:

Signed: _____


COUNTY MAYOR

Date: 4/27/2020

Time: 16:40

Witness: _____



Miami-Dade County Declaration of Local State of Emergency

Miami-Dade County Declaration of Local State of Emergency

Cancelled:

Signed: _____

COUNTY MAYOR

Date: _____

Time: __:__

Witness: _____



CITY OF MIAMI SPRINGS, FLORIDA
OFFICE OF THE CITY MANAGER
EMERGENCY ORDER 20-03

WHEREAS, on March 9, 2020, Florida Governor Ron DeSantis issued Executive Orders 20-51 and 20-52 declaring a public health emergency and a state of emergency due to the risks presented by novel coronavirus also known as COVID-19; and

WHEREAS, on May 14, 2020, the Governor issued Executive Order 20-122 allowing Miami-Dade County to proceed to Phase 1 of the Safe, Smart, Step by Step Plan for Florida's Recovery, subject to the limitations imposed in Executive Order 20-112 paragraphs two through six; and

WHEREAS, on May 15, 2020, Miami-Dade County Mayor Gimenez issued Miami Dade County Emergency Order 23-20, which is attached hereto as **Exhibit "A,"** providing for the reopening of certain retail, commercial, and other establishments and facilities; and

WHEREAS, the detailed findings of Governor DeSantis' Executive Orders Numbers 20-52, 20-112, and 20-122 are hereby incorporated by reference; and

WHEREAS, the detailed findings of Miami-Dade County Mayor Gimenez as set forth in Emergency Order 23-20 are hereby adopted and incorporated by reference; and

WHEREAS, as the City of Miami Springs (the "City") begins to move towards a "new normal" in the wake of the COVID-19 pandemic, it is the City's intent that every retail, commercial, and any other establishment or facility within the City's jurisdiction (collectively, "establishment") follow the requirements established by Miami Dade County Emergency Order 23-20 effective Monday, May 18, 2020 at 12:01 a.m.; and

WHEREAS, the City recognizes that, unlike many establishments that will operate pursuant to Miami Dade County Emergency Order 23-20, restricting indoor occupancy presents unique challenges to restaurants and, therefore, additional flexibility in providing seating areas is warranted.

NOW, THEREFORE, in accordance with Executive Order 20-52, Chapter 252, Florida Statutes, and the City of Miami Springs Charter and Code, I hereby find that it is in the best interest of the City's residents to issue the following emergency measures to permit the expansion of outdoor dining, subject to the requirements set forth herein:

1. Every retail, commercial, and other establishments and facilities within the City shall be subject to the provisions of Miami-Dade County Emergency Order 23-20 and any other applicable State or County Emergency Order.

2. Restaurants in the City may also provide outdoor dining areas in accordance with the provisions, exhibits, and diagrams set forth in Miami-Dade County Emergency Order 23-20, particularly Exhibit B, pertaining to Outdoor Dining Areas Allowed Without Additional Permits and Outdoor Dining Areas for which Permits Are Required.
3. Any references in the Miami-Dade County Emergency Order 23-20 to County Departments, Divisions, or personnel shall be deemed to refer to the equivalent City Departments, Divisions, or personnel.
4. Any references in the Miami-Dade County Emergency Order 23-20 to the Miami-Dade County Code of Ordinances shall be deemed to refer to the equivalent City Code of Ordinances provisions.
5. Any applicable provisions within the City's Code of Ordinances or within any development order that would otherwise prohibit outdoor dining are hereby waived for the duration of this Emergency Order.
6. City Staff is available to assist applicants for outdoor dining areas by phone at 305-805-5030 or email at info@miamisprings-fl.gov.

No person shall violate the terms of this Emergency Order. Any violation of this Emergency Order shall be subject to fine, imprisonment, and/or closure of the outdoor dining area. This Order shall be effective as of May 18, 2020 at 12:01 a.m. and may be further supplemented from time to time. This Emergency Order shall expire on the expiration of the Governor's Executive Order 20-52, including any extensions. This Emergency Order may be cancelled earlier by action of the City Manager.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Miami Springs to be affixed this 17th day of May, 2020 at 2:00 p.m. (EST).

ATTEST:

Erika Gonzalez

ERIKA GONZALEZ, MMC
CITY CLERK

William Alonso

WILLIAM ALONSO, CPA, CGFO
CITY MANAGER

RESOLUTION NO. 2020-_____

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS TO TRANSFER CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY TO THE CITY OF MIAMI SPRINGS AND TO OTHER UNITS OF LOCAL GOVERNMENT WITHIN THE COUNTY BASED ON POPULATION AND RATES OF COVID-19 CASES; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law on March 27, 2020 and appropriated \$150 billion of direct federal funding for state and local governments to address unforeseen financial needs and risks created by the Novel Coronavirus (“COVID-19”) pandemic public health emergency; and

WHEREAS, states and units of local government with more than 500,000 residents received direct federal funding through the Coronavirus Relief Fund; and

WHEREAS, twelve (12) localities in the State of Florida (“State”) received direct federal funds and no city in Florida (except the combined city/county government of Jacksonville/Duval County) received direct funding; and

WHEREAS, the CARES Act appropriated nearly half a billion dollars (\$474,085,078.50) to the County, making this the highest amount in direct federal funding to any eligible local government in the State as indicated in the attached and incorporated list of Payments to States and Eligible Units of Local Governments (Exhibit “A”); and

WHEREAS, the City of Miami Springs (the “City”) has taken unprecedented steps in response to the impact of the COVID-19 pandemic on our community to include hosting various testing and feeding sites that have served residents from the County, as well as enforcing County Emergency Orders; and

WHEREAS, the City has experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

WHEREAS, other units of local government within the County have also experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

WHEREAS, in conversations with the Miami-Dade County League of Cities, the County committed to transferring CARES Act funds to units of local government within the County; and

WHEREAS, the City Council finds that this Resolution is in the best interest of the public health, welfare, and safety of the City's residents.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Urging Miami-Dade County. That the Mayor and City Council of the City of Miami Springs urge Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners to transfer CARES Act funds to the City and to other units of local government within the County based on population and rates of COVID-19 cases.

Section 3. Transmittal. That the City Clerk is directed to transmit a copy of this Resolution to Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners.

Section 4. Effective Date. That this Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

_____	_____
Councilman Bob Best	_____
Councilwoman Maria Puente Mitchell	_____
Councilman Jaime Petralanda	_____
Mayor Billy Bain	_____

PASSED AND ADOPTED this 8th day of June, 2020.

BILLY BAIN
MAYOR

ATTEST:

ERIKA GONZALEZ-SANTAMARIA, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF MIAMI SPRINGS ONLY:

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.
CITY ATTORNEY

Payments to States and Eligible Units of Local Government

Alabama	Total allocation	\$1,901,262,159.90
	<i>Eligible local governments that certified:</i>	
	Jefferson County	\$114,915,910.00
	Payment to the state	\$1,786,346,249.90
Alaska	Total allocation and payment to the state	\$1,250,000,000.00
Arizona	Total allocation	\$2,822,399,971.50
	<i>Eligible local governments that certified:</i>	
	Maricopa County	\$398,960,913.50
	Mesa city	\$90,389,099.40
	Phoenix city	\$293,320,141.10
	Pima County	\$87,107,597.40
	Tucson city	\$95,634,512.10
	Payment to the state	\$1,856,987,708.00
Arkansas	Total allocation and payment to the state	\$1,250,000,000.00
California	Total allocation	\$15,321,284,928.40
	<i>Eligible local governments that certified:</i>	
	Alameda County	\$291,634,022.20
	Contra Costa County	\$201,281,391.70
	Fresno County	\$81,579,507.20
	Fresno city	\$92,755,912.80
	Kern County	\$157,078,307.20
	Los Angeles County	\$1,057,341,431.90
	Los Angeles city	\$694,405,323.80
	Orange County	\$554,133,764.90
	Riverside County	\$431,091,225.60
	Sacramento County	\$181,198,725.20
	Sacramento city	\$89,623,427.20
	San Bernardino County	\$380,408,020.90
	San Diego County	\$334,061,822.10
	San Diego city	\$248,451,019.60
	San Francisco city	\$153,823,502.50
	San Joaquin County	\$132,988,948.70
	San Jose city	\$178,295,348.00
	San Mateo County	\$133,761,077.10
	Santa Clara County	\$158,099,959.50
	Stanislaus County	\$96,085,923.60
	Ventura County	\$147,621,523.10
	Payment to the state	\$9,525,564,743.60

Payments to States and Eligible Units of Local Government

Colorado	Total allocation	\$2,233,011,164.20
	<i>Eligible local governments that certified:</i>	
	Adams County	\$90,285,974.40
	Arapahoe County	\$114,569,891.70
	Denver city	\$126,892,711.70
	El Paso County	\$125,704,768.20
	Jefferson County	\$101,708,239.70
	Payment to the state	\$1,673,849,578.50
Connecticut	Total allocation and payment to the state	\$1,382,477,973.40
Delaware	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	New Castle County	\$322,766,668.80
	Payment to the state	\$927,233,331.20
Florida	Total allocation	\$8,328,221,072.10
	<i>Eligible local governments that certified:</i>	
	Brevard County	\$105,034,237.20
	Broward County	\$340,744,702.30
	Hillsborough County	\$256,847,065.00
	Jacksonville city/Duval County	\$167,120,861.80
	Lee County	\$134,459,744.20
	Miami-Dade County	\$474,085,078.50
	Orange County	\$243,146,628.50
	Palm Beach County	\$261,174,822.80
	Pasco County	\$96,659,479.80
	Pinellas County	\$170,129,283.40
	Polk County	\$126,467,997.40
	Volusia County	\$96,543,791.40
	Payment to the state	\$5,855,807,379.80
Georgia	Total allocation	\$4,117,018,751.10
	<i>Eligible local governments that certified:</i>	
	Atlanta city	\$88,434,611.30
	Cobb County	\$132,638,742.70
	DeKalb County	\$125,341,475.20
	Fulton County	\$104,364,186.80
	Gwinnett County	\$163,368,405.20
	Payment to the state	\$3,502,871,329.90
Hawaii	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Honolulu County	\$387,176,021.20

Payments to States and Eligible Units of Local Government

	Payment to the state	\$862,823,978.80
Idaho	Total allocation and payment to the state	\$1,250,000,000.00
Illinois	Total allocation	\$4,913,633,437.00
	<i>Eligible local governments that certified:</i>	
	Chicago city	\$470,078,037.60
	Cook County	\$428,597,905.20
	DuPage County	\$161,042,597.50
	Kane County	\$92,900,217.90
	Lake County	\$121,539,986.20
	Will County	\$120,529,326.90
	Payment to the state	\$3,518,945,365.70
Indiana	Total allocation	\$2,610,489,556.60
	<i>Eligible local governments that certified:</i>	
	Indianapolis city/Marion County	\$168,312,120.70
	Payment to the state	\$2,442,177,435.90
Iowa	Total allocation and payment to the state	\$1,250,000,000.00
Kansas	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Johnson County	\$116,311,033.60
	Sedgwick County	\$99,636,916.90
	Payment to the state	\$1,034,052,049.50
Kentucky	Total allocation	\$1,732,387,747.50
	<i>Eligible local governments that certified:</i>	
	Louisville/Jefferson County metro government	\$133,793,183.70
	Payment to the state	\$1,598,594,563.80
Louisiana	Total allocation and payment to the state	\$1,802,619,342.60
Maine	Total allocation and payment to the state	\$1,250,000,000.00
Maryland	Total allocation	\$2,344,276,753.70
	<i>Eligible local governments that certified:</i>	
	Anne Arundel County	\$101,071,866.30
	Baltimore County	\$144,369,684.80
	Baltimore city	\$103,559,428.30
	Montgomery County	\$183,336,953.70
	Prince George's County	\$158,670,549.30
	Payment to the state	\$1,653,268,271.30

Payments to States and Eligible Units of Local Government

Massachusetts	Total allocation	\$2,672,641,383.20
	<i>Eligible local governments that certified:</i>	
	Boston city	\$120,853,359.10
	Plymouth County	\$90,945,729.80
	Payment to the state	\$2,460,842,294.30
Michigan	Total allocation	\$3,872,510,074.60
	<i>Eligible local governments that certified:</i>	
	Detroit city	\$116,915,242.60
	Kent County	\$114,633,581.40
	Macomb County	\$152,501,374.40
	Oakland County	\$219,438,710.20
	Wayne County	\$188,331,621.00
	Payment to the state	\$3,080,689,545.00
Minnesota	Total allocation	\$2,186,827,320.80
	<i>Eligible local governments that certified:</i>	
	Hennepin County	\$220,879,842.00
	Ramsey County	\$96,026,770.70
	Payment to the state	\$1,869,920,708.10
Mississippi	Total allocation and payment to the state	\$1,250,000,000.00
Missouri	Total allocation	\$2,379,853,017.00
	<i>Eligible local governments that certified:</i>	
	Jackson County	\$122,669,998.30
	St. Louis County	\$173,481,105.80
	Payment to the state	\$2,083,701,912.90
Montana	Total allocation and payment to the state	\$1,250,000,000.00
Nebraska	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Douglas County	\$166,134,257.90
	Payment to the state	\$1,083,865,742.10
Nevada	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Clark County	\$295,004,619.90
	Las Vegas city	\$118,944,279.90
	Payment to the state	\$836,051,100.20
New Hampshire	Total allocation and payment to the state	\$1,250,000,000.00

Payments to States and Eligible Units of Local Government

New Jersey	Total allocation	\$3,444,163,690.30
	<i>Eligible local governments that certified:</i>	
	Bergen County	\$162,662,060.40
	Camden County	\$88,375,283.90
	Essex County	\$139,414,976.30
	Hudson County	\$117,327,044.40
	Middlesex County	\$143,966,956.60
	Monmouth County	\$107,974,955.70
	Ocean County	\$105,949,274.70
	Passaic County	\$87,564,767.20
	Union County	\$97,077,214.30
	Payment to the state	\$2,393,851,156.80
New Mexico	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Albuquerque city	\$150,364,461.10
	Bernalillo County	\$31,818,045.20
	Payment to the state	\$1,067,817,493.70
New York	Total allocation	\$7,543,325,288.30
	<i>Eligible local governments that certified:</i>	
	Erie County	\$160,306,414.50
	Hempstead town	\$133,832,095.50
	Monroe County	\$129,433,144.90
	Nassau County	\$102,940,678.70
	New York city	\$1,454,710,277.70
	Suffolk County	\$257,655,487.80
	Westchester County	\$168,822,336.10
	Payment to the state	\$5,135,624,853.10
North Carolina	Total allocation	\$4,066,866,177.50
	<i>Eligible local governments that certified:</i>	
	Charlotte city	\$154,549,215.90
	Guilford County	\$93,732,720.60
	Mecklenburg County	\$39,199,343.60
	Wake County	\$193,993,721.20
	Payment to the state	\$3,585,391,176.20
North Dakota	Total allocation and payment to the state	\$1,250,000,000.00
Ohio	Total allocation	\$4,532,572,911.90
	<i>Eligible local governments that certified:</i>	
	Columbus city	\$156,790,569.40

Payments to States and Eligible Units of Local Government

	Cuyahoga County	\$215,510,539.80
	Franklin County	\$76,336,362.90
	Hamilton County	\$142,642,734.60
	Montgomery County	\$92,775,281.40
	Summit County	\$94,402,596.50
	Payment to the state	\$3,754,114,827.30
Oklahoma	Total allocation	\$1,534,357,612.40
	<i>Eligible local governments that certified:</i>	
	Oklahoma City city	\$114,302,395.10
	Oklahoma County	\$47,291,598.00
	Tulsa County	\$113,690,799.60
	Payment to the state	\$1,259,072,819.70
Oregon	Total allocation	\$1,635,472,403.80
	<i>Eligible local governments that certified:</i>	
	Multnomah County	\$28,057,836.50
	Portland city	\$114,247,255.50
	Washington County	\$104,660,474.70
	Payment to the state	\$1,388,506,837.10
Pennsylvania	Total allocation	\$4,964,107,464.10
	<i>Eligible local governments that certified:</i>	
	Allegheny County	\$212,190,475.10
	Bucks County	\$109,628,270.10
	Chester County	\$91,606,532.10
	Delaware County	\$98,892,981.10
	Lancaster County	\$95,224,629.70
	Montgomery County	\$144,988,260.00
	Philadelphia city	\$276,406,952.60
	Payment to the state	\$3,935,169,363.40
Rhode Island	Total allocation and payment to the state	\$1,250,000,000.00
South Carolina	Total allocation	\$1,996,468,642.30
	<i>Eligible local governments that certified:</i>	
	Greenville County	\$91,354,041.70
	Payment to the state	\$1,905,114,600.60
South Dakota	Total allocation and payment to the state	\$1,250,000,000.00
Tennessee	Total allocation	\$2,648,084,889.60
	<i>Eligible local governments that certified:</i>	
	Memphis city	\$113,607,217.80

Payments to States and Eligible Units of Local Government

	Nashville-Davidson metropolitan government	\$121,122,775.20
	Shelby County	\$49,921,022.30
	Payment to the state	\$2,363,433,874.30
Texas	Total allocation	\$11,243,461,410.70
	<i>Eligible local governments that certified:</i>	
	Austin city	\$170,811,897.20
	Bexar County	\$79,626,415.00
	Collin County	\$171,453,156.40
	Dallas County	\$239,952,372.70
	Dallas city	\$234,443,127.60
	Denton County	\$147,733,721.60
	El Paso County	\$27,484,280.40
	El Paso city	\$118,956,278.90
	Fort Bend County	\$134,262,393.50
	Fort Worth city	\$158,715,568.30
	Harris County	\$425,942,656.10
	Hidalgo County	\$151,582,672.50
	Houston city	\$404,868,873.40
	Montgomery County	\$104,983,285.40
	San Antonio city	\$269,983,717.00
	Tarrant County	\$209,816,856.50
	Travis County	\$61,147,507.20
	Williamson County	\$93,382,340.10
	Payment to the state	\$8,038,314,290.90
Utah	Total allocation	\$1,250,000,000.00
	<i>Eligible local governments that certified:</i>	
	Salt Lake County	\$203,603,981.20
	Utah County	\$111,630,341.90
	Payment to the state	\$934,765,676.90
Vermont	Total allocation and payment to the state	\$1,250,000,000.00
Virginia	Total allocation	\$3,309,738,321.00
	<i>Eligible local governments that certified:</i>	
	Fairfax County	\$200,235,484.90
	Payment to the state	\$3,109,502,836.10
Washington	Total allocation	\$2,952,755,792.90
	<i>Eligible local governments that certified:</i>	
	King County	\$261,582,611.20
	Pierce County	\$157,912,031.30
	Seattle city	\$131,510,475.60

Payments to States and Eligible Units of Local Government

	Snohomish County	\$143,447,144.10
	Spokane County	\$91,224,219.50
	Payment to the state	\$2,167,079,311.20
West Virginia	Total allocation and payment to the state	\$1,250,000,000.00
Wisconsin	Total allocation	\$2,257,710,741.60
	<i>Eligible local governments that certified:</i>	
	Dane County	\$95,394,061.70
	Milwaukee County	\$62,044,048.60
	Milwaukee city	\$102,977,845.50
	Payment to the state	\$1,997,294,785.80
Wyoming	Total allocation and payment to the state	\$1,250,000,000.00