



AGENDA
Committee of the Whole

Monday, March 28, 2016 – 5:30 p.m. City Council Chambers, City Hall 10th Floor

Councilmember Judi Brown Clarke, Chair
Councilmember Jessica Yorke, Vice Chair

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes:**
 - February 29, 2016
 - March 14, 2016
4. **Public Comment on Agenda Items**
5. **Discussion/Action:**
 - A.) ACT-16-2015; Michigan Natural Resources Trust Fund Grant Application for the acquisition of Boat Club Property
 - B.) Ingham County Drain Commissioner
Montgomery Drain Drainage District Easements to include:
 - Conservation Easement between the City of Lansing and MDEQ
 - Proposed Drain Easement for Montgomery Drain @ Ranney Park
 - Proposed Drain Easement for Montgomery Drain @ Red Cedar Park
 - C.) City Attorney Update on Cabaret License Revocation- A Peace of Mind Elite LLC dba Fahrenheit, 6810 S. Cedar S. Lansing, MI
 - D.) RESOLUTION – Interim City Attorney
 - E.) RESOLUTION – Set the Public Hearing; 5-yr. Consolidated Plan, Community Development Fund Resources, Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG)
 - F.) Discussion on City Garage Fleet Service Follow Up (NAPA)
6. **Other**
7. **Adjourn**

The City of Lansing's Mission is to ensure quality of life by:

- I. Promoting a vibrant, safe, healthy and inclusive community that provides opportunity for personal and economic growth for residents, businesses and visitors
- II. Securing short and long term financial stability through prudent management of city resources.
- III. Providing reliable, efficient and quality services that are responsive to the needs of residents and businesses.
- IV. Adopting sustainable practices that protect and enhance our cultural, natural and historical resources.
- V. Facilitating regional collaboration and connecting communities



MINUTES
Committee of the Whole
Monday, March 28, 2016 @ 5:30 p.m.
City Council Chamber

CALL TO ORDER

The meeting was called to order at 5:31 p.m.

PRESENT

Councilmember Brown Clarke
Councilmember Jessica Yorko
Councilmember Patricia Spitzley
Councilmember Adam Hussain
Councilmember Kathie Dunbar - arrived at 5:34 p.m.
Councilmember Carol Wood
Councilmember Jody Washington
Councilmember Tina Houghton - arrived at 5:34 p.m.

OTHERS PRESENT

Courtney Vincent, Council Administrative Assistant
Randy Hannan, Mayor Executive Assistant
Joseph Abood, Deputy City Attorney
Mark Dotson, Deputy City Attorney
Brett Kaschinske, Parks and Recreation
Doris Witherspoon, Planning & Neighborhood Development
Robert Johnson, Planning & Neighborhood Development
Donald Kulhanek, Planning & Neighborhood Development

Approval of Minutes

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE MINUTES FROM FEBRUARY 29, 2016 AS PRESENTED. MOTION CARRIED 6-0.

MOTION BY COUNCIL MEMBER YORKO TO APPROVE THE MINUTES FROM MARCH 14, 2016 AS PRESENTED. MOTION CARRIED 6-0.

Public Comment

Mr. Stan Shuck, a resident of South Lansing, addressed the Committee to express his concerns regarding the City acquisition of the Boat Club property and NAPA contract issues.

Councilmembers Dunbar and Houghton arrived at 5:34 p.m.

Mr. Matt Bahr, a mechanic with the City of Lansing Fleet Services Division, addressed the Committee to express his concerns regarding the NAPA contract issues.

DISCUSSION/ACTION

Councilmember Brown Clarke stated that agenda item 5.B. regarding the Montgomery Drain Drainage District Easements would be pulled from the agenda until a later date due to the item being incorrectly noticed. She specified that they would allow public comment on that agenda item during the City Council meeting to follow, but it would also be re-noticed for a later date. She restructured the Discussion/Action portion of the agenda to be heard in the following order: 5.A., 5.E., 5.C., 5.D., 5.F.

ACT-16-2015; Michigan Natural Resources Trust Fund Grant Application for the Acquisition of Boat Club Property

Mr. Brett Kaschinske, Director of the City of Lansing's Parks and Recreation Department, provided an overview of the City's interest in purchasing the Boat Club property and expressed his confidence that the funding request would be approved.

Councilmember Wood asked which park the Boat Club property would be attached to. Mr. Kaschinske replied that it would most likely be attached to Fulton Park.

Councilmember Hussain asked if purchase of this property was part of the 5-Year Master Plan, or if it was only the purchase of riverfront property in general that was part of the Plan. Mr. Kaschinske replied that it was riverfront property in general.

MOTION BY COUNCILMEMBER YORKO TO APPROVE RESOLUTION IN SUPPORT OF THE MICHIGAN NATURAL RESOURCES TRUST FUND GRANT APPLICATION FOR THE ACQUISITION OF BOAT CLUB PROPERTY. MOTION CARRIED 8-0.

RESOLUTION – Set the Public Hearing; 5-year Consolidated Plan, Community Development Fund Resources, Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG)

Mr. Donald Kulhanek, Development Manager for Planning and Neighborhood Development, reviewed the purpose of the 5-Year Consolidated Plan and the Annual Action Plan. He then stated that they were proceeding with the Participation Plan, which required a Public Hearing. He requested the City Council set a Public Hearing date for both the 5-Year Consolidated Plan for 2016-2021 and the Annual Action Plan for 2016.

Councilmember Wood remarked that this was being scheduled for a Public Hearing now because the CDBG budget needed to be passed before the annual budget for the City Council.

Councilmember Spitzley stated she would like more information on the economic development portion of the 5-Year Consolidated Plan.

Councilmember Washington requested more information on how the public was notified of the different programs available to them for assistance. Ms. Doris Witherspoon, Senior Planner for the Development Office, stated that the programs were advertised, and that information was available on the City's website, sent to neighborhood organizations, posted in some community facilities and libraries, and advertised in local newspapers. Councilmember Washington asked how residents could find out about specific programs such as the housing rehabilitation program. Mr. Kulhanek replied that they currently advertised programs on Facebook and Twitter as well as through the City's website, they had recently advertised the

building rehabilitation program on local radio stations, and they were also looking at expanding their advertising.

Councilmember Brown Clarke stated that the Council would send Mr. Kulhanek any further questions they might have on the issue. She also asked that Mr. Kulhanek discuss at the next meeting how the City Council could assist with pushing information on the various programs.

MOTION BY COUNCILMEMBER DUNBAR TO APPROVE RESOLUTION SETTING THE PUBLIC HEARING FOR THE 5-YEAR CONSOLIDATION PLAN AND THE ANNUAL ACTION PLAN FOR APRIL 11, 2016. MOTION CARRIED 8-0.

City Attorney Update on Cabaret License Revocation – A Peace of Mind Elite LLC dba Fahrenheit, 6810 S. Cedar S. Lansing, MI

Mr. Mark Dotson, Deputy City Attorney, handed out a copy of the Findings of Fact and Recommendation for the hearing that occurred on March 21, 2016 regarding the revocation of the Cabaret License for A Peace of Mind Elite LLC dba Fahrenheit Ultra Lounge, and summarized the proceedings. He mentioned that the Cabaret License was currently set to expire in May of 2016. He next discussed his findings from the hearing, stating that he was convinced Fahrenheit Ultra Lounge had been selected by Chief Yankowski because there were legitimate concerns for the operation of that facility, citing a list of the number of service calls to the property since 2009. He reported that Chief Yankowski had indicated 60 service calls per year as the average number for similar establishments, and that the average number for Fahrenheit annually was much higher. He discussed the details surrounding the shooting that occurred on the premises on March 13, 2016. He then discussed the effects the problems at Fahrenheit had on the surrounding neighborhood. He recommended the City Council consider revoking the Cabaret License.

Councilmember Spitzley asked if Mr. Germaine Redding, owner of the Fahrenheit Ultra Lounge, had been in attendance for the hearing. Mr. Dotson replied that he had been, and that he had not contested the recommendation. He added that Mr. Redding was intending to shut down Fahrenheit Ultra Lounge.

Councilmember Hussain asked if the average of 60 service calls per year took hours of operation into consideration, commenting that 60 seemed high considering Fahrenheit was not open every day of the week. Mr. Dotson replied that the figure was relative to the maximum crowd allowed and the size of the facility. He agreed with Councilmember Hussain that it did seem high when taken in the context of the hours of operation for Fahrenheit.

Councilmember Wood asked Mr. Dotson to explain for the benefit of the public what revocation of a Cabaret License entailed. Mr. Dotson explained that a cabaret includes any room in a hotel, restaurant, hall or other public place where music or dancing privileges or any other entertainment, except mechanical music alone, is afforded to patrons in connection with the servicing or selling of food, refreshments or merchandising.

Councilmember Wood stated that there was a hearing scheduled for April 18th, 2016, regarding the revocation of the Liquor License, which was separate from the Cabaret License. She asked Mr. Dotson to clarify whether no music would be allowed at the facility if the Cabaret License was. Mr. Dotson replied that only mechanical music, such as from a juke box, would be allowed, and that no dancing would be allowed.

Councilmember Wood agreed with Councilmember Hussain's comment that the number of incidents was high considering the hours of operation for the facility. She commented on the Memorandum of Understanding that had been enacted between the owner and the City a few

years prior in an attempt to address the problems regarding the facility. She then mentioned that the shooting had occurred despite there being between 24 and 30 security personnel working the event on March 13th, with around 800 people in attendance.

Councilmember Washington asked if the Cabaret License was associated with the establishment, not the owner. Mr. Dotson replied that that was correct.

Councilmember Yorke commented that the number of service calls appeared to decline between 2010 and 2012, after the Memorandum of Understanding was put in place, but then gradually increased after that period. She remarked that the number of service calls to the establishment could place significant demands on the police. Mr. Dotson concurred. He also commented that the number of security personnel present at the March 13th event should have been a sufficient amount relative to the number of attendees.

Councilmember Dunbar asked if Mr. Redding intended to close the facility and what the estimated date for that would be. Mr. Dotson replied that Mr. Redding had indicated Fahrenheit Ultra Lounge would be going out of business, though he did not have details on what that entailed or when that might occur.

Councilmember Brown Clarke asked if the license revocation would apply to both the establishment and Mr. Redding. Mr. Dotson replied that the Cabaret License had been issued to A Peace of Mind Elite, LLC, dba Fahrenheit, and that Mr. Redding would have to obtain another license if he wanted to open another facility elsewhere.

MOTION BY COUNCILMEMBER WOOD TO ACCEPT THE HEARING OFFICER'S RECOMMENDATION TO REVOKE THE CABARET LICENSE FOR GERMAINE REDDING, A PEACE OF MIND, LLC DBA FAHRENHEIT ULTRA LOUNGE, LOCATED AT 6810 S CEDAR. MOTION CARRIED 8-0

Councilmember Brown Clarke said a resolution approving the revocation of the Cabaret License would be discussed on the City Council meeting agenda as a late item.

Councilmember Dunbar mentioned the City Council would be addressing the Liquor License separately and asked if they revoked that license if Mr. Redding would still own the license or would it prevent it from being able to be resold or placed in escrow. Councilmember Wood explained that the Liquor License was part of the lease with Lansing Mark LLC, so the license would revert to them if the business closed. Mr. Abood agreed with Councilmember Wood's explanation.

RESOLUTION – Interim City Attorney

Councilmember Brown Clarke stated that the language for the proposed resolution had been taken from the 2013 resolution appointing Mr. Donald Kulhanek as the Interim City Attorney. Councilmember Yorke asked if the two month timeframe for the appointment had been a part of the resolution for Mr. Kulhanek. Councilmember Brown Clarke replied that it had.

Councilmember Brown Clarke asked how the review committee for the selection of the City Attorney was organized. Mr. Randy Hannan, Mayor Executive Assistant, replied that the Mayor selected the group, but that he did not know the formal process for that selection. Councilmember Brown Clarke suggested that the City Council have representation on the review committee. Councilmember Yorke suggested including a provision in the resolution that the City Council have a representative on the review committee. Councilmember Hussain agreed. Councilmember Wood suggested that the City Council representative be selected by the Council President.

Councilmember Yorke suggested adding the following language to the proposed resolution: "Whereas, the Lansing City Council requests representation in the selection committee for new City Attorney, to be appointed by the President."

Councilmember Dunbar asked if there was precedence for having a Council representative on the review committee. Councilmember Brown Clarke explained that it would allow for more transparency in the process. Mr. Hannan stated that he believed the Mayor would allow representation but that appointment of the City Attorney was at the sole discretion of the Mayor. He added that there was no formal meeting schedule and no specific constraints on when the selection process would begin or how it would be structured. He added that they would consider any request that came from Council.

Councilmember Washington stated she was comfortable with the suggested additional language. She then asked Mr. Abood about his daughter working under him in the City Attorney's Office. Mr. Abood replied that Ms. Nicole Malson, his daughter, had been hired by the former City Attorney, Ms. Janene McIntyre, and that he was talking with Ms. Mary Riley in Human Resources regarding the situation. He agreed that it was not appropriate for him to be Ms. Malson's direct supervisor, and stated that he had suggested Ms. Malson stay on in order to help transition whoever her replacement would be in order to maintain momentum.

MOTION BY COUNCILMEMBER WASHINGTON TO APPROVE RESOLUTION APPOINTING JOSEPH ABOOD AS INTERIM CITY ATTORNEY WITH THE FOLLOWING ADDITIONAL LANGUAGE: "WHEREAS, THE LANSING CITY COUNCIL REQUESTS REPRESENTATION IN SELECTION COMMITTEE FOR THE NEW CITY ATTORNEY, TO BE DESIGNATED BY THE COUNCIL PRESIDENT." MOTION CARRIED 8-0

DISCUSSION – City Garage Fleet Service Follow Up (NAPA)

Councilmember Brown Clarke asked if Mr. Chad Gamble, Executive Assistant to the Mayor, was present. Mr. Hannan replied that Mr. Gamble was not in attendance, and that he was not able to answer questions on the matter because he was not familiar with the details relative to this issue. He said that he could relay any questions the Council may have to Mr. Gamble.

Councilmember Wood stated that it was important Mr. Gamble be present for this discussion and suggested the Committee of the Whole meet on a day without a City Council meeting in order to continue discussion of this issue. Discussion ensued regarding an appropriate date to continue the discussion. Members of the Committee also expressed their frustration over Mr. Gamble's absence and the lack of an alternate familiar in the details of the matter at hand.

Councilmember Yorke stated for the record that prior to this meeting she had heard from some of the individuals involved in the new partnership that there were two City employees involved who she thinks were told they were going to be assigned to new positions but are still waiting to find out what would be the appropriate relocation for them.

Councilmember Wood suggested continuing the discussion during the Committee of the Whole meeting currently scheduled for April 18th, 2016. Councilmember Brown Clarke stated that she would get confirmation of Mr. Gamble's attendance for that meeting. Councilmember Dunbar suggested having representation from the garage, specifically someone who oversees decisions regarding parts, attend as well.

Councilmember Yorke asked if this issue had been addressed by the Committee on Ways and Means. Councilmember Brown Clarke replied that discussion had been maintained through

Committee of the Whole, though the Committee on Public Service had addressed having some clarification questions answered.

Councilmember Houghton requested that Council staff call Mr. Gamble the day of April 18th to confirm his attendance. Councilmember Brown Clarke commented that if Mr. Gamble could not attend the meeting that alternates be in attendance who would be able to answer the Committee's questions.

PLACE ON FILE

ADJOURN

The meeting was adjourned at 6:49 p.m.

Respectfully Submitted by,
Courtney Vincent, Council Administrative Assistant
Lansing City Council

Approved by the Committee on April 11, 2016



MINUTES
Committee of the Whole
Monday, February 29, 2016 @ 5:00 p.m.
City Council Chamber

CALL TO ORDER

The meeting was called to order at 5:01 p.m.

PRESENT

Councilmember Brown Clarke
Councilmember Jessica Yorke
Councilmember Patricia Spitzley- arrived at 5:09 p.m.
Councilmember Adam Hussain
Councilmember Kathie Dunbar- arrived at 5:05 p.m.
Councilmember Carol Wood
Councilmember Jody Washington -excused
Councilmember Tina Houghton - excused

OTHERS PRESENT

Sherrie Boak, Council Staff
Chad Gamble, Executive Assistant
Janene McIntyre, City Attorney
Dennis Parker, UAW President
Mary Ann Prince
Larry Krause, Auto Value
Tom Edmiston, Cinnaire
Pat Lindemann, Ingham County Drain Commissioner
Dennis Louney, Spicer
Brian Cenci, Ingham County Drain Office
Gary Dannemiller, Triterra
Jon Miles
Treesa Lovely

Public Comment

Mr. Krause highlighted document the Committee had that reflected the NAPA contract and spoke in opposition to the bid process, contract, cost savings, timing of NAPA on site, and control over the pricing.

Retired UAW Vice Chairperson spoke in opposition to the stated cost savings and asked the Committee to require that the Administration follow the rules.

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Ms. Prince spoke in opposition to contracting out labor and in support of the Union.

Mr. Edmiston offered his assistance to the Committee on the agenda item on the PILOT policy.

DISCUSSION/ACTION

DISCUSSION- Address the potential violations of UAW 2256 Collective Bargaining Agreement

Mr. Gamble starting by assuring Council his belief that there are no violations of the UAW 2256 contract. The Administration is trying to save the City money and make tactical decisions about the business of the City. Mr. Gamble began an overview on the specifics which he stated started with a presentation 3 years ago, then they again met with NAPA and Mr. Gamble stated that the Union was evident and aware of the City's decision. There was an intended expansion of the garage, and they hope to maintain the experienced talented UAW work force at the garage, therefore this has been a tactical decision. NAPA's assistance during emergencies is part of their contract and is beneficial. Mr. Gamble admitted that this contract with NAPA does affect two full time employees and the administration is working to transfer them to open positions. Mr. Gamble stated that his office did notify the union in a memo 1 week and 3 days before NAPA took control, however he admitted that NAPA did come in 1 week early, and prior to their start date of February 22, 2016 to set up. There was reference to material in the packet that was provided by Mr. Gamble which referenced a flyer on NAPA quality, and Mr. Gamble clarified that their decision was not made only on that flyer but a well-studied process. The parts issue is beneficial to the City however a challenge with the fleet currently working on older vehicles. The contract in front of Council was a National Joint Alliance of the contract, a process the City does frequently. There are reciprocal contracts the City can use and that are why they utilized NAPA in this regard. Mr. Gamble concluded that it is in the City's management rights in the UAW contract.

Mr. Parker spoke on alleged contract violations and read the language on sub contracts and layoffs. Mr. Parker did not consider a meeting 3 years ago as notice to the Union. At that time his understanding was they were looking at a business model and had assumed they had convinced the Administration to not do it. There were no savings in the view of the Union and at that point the Union believed it was done, and they had not heard about it again until the memo of February 12, 2016. Mr. Parker cited Article 7 in the UAW contract. Mr. Parker went on to update the Council on dates of events including the notice start date of NAPA as February 22, 2016; however they were in there February 13, 2016. This was the first Saturday in months the City employees had not worked overtime, so they were not present, and when they came in Monday, NAPA was in the parts department. Mr. Parker clarified to the Council that with other employees in other jobs this did not happen, did not happen beforehand, and that is why they have discussions beforehand so that it is addressed and both parties can discuss the options. There have been no conversations until February 22 when the effected employee were in the HR department, and as the date of this meeting there is still nothing in writing or options presented to the person. The other effected employee is training the NAPA employee. Mr. Parker gave an example of the recent snow storm where the City union employee worked 40 hours and NAPA rotated 12 hour shifts. Mr. Parker questioned the stated \$120,000 savings when they are adding staff. In the contract under the layoff language, they are to provide 30 days' notice, however the Administration is not calling this a lay off but not finding these employees new positions either. Mr. Parker stated his belief that there was no information of the study as it went along, and the cost analysis that was asked for at the last meeting has still not been provided.

Council Member Dunbar noted there was no comprehensive analysis, and it did reflect a return on investment for NAPA, when the cost to the City for outsourcing was a 10% markup

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on the cost of goods. The documents reflect a guaranteed profit to NAPA and not about the cost to the City. The amendment appears to reflect \$85,000 per month, 8.42%, \$7,157 but the mark up is higher. NAPOA guarantees a profit so they look at the cost of parts to get 10% back, so in turn they will charge more. This will make their increase 9% not 8.42%. It appears the cost is actually a management fee not a markup. Council Member Dunbar noted from the documents received from Administration that the net profit NAPA needs to make in order to agree is \$7,800 per month. Based on the payroll, their pension, workers comp, etc., freight, postage, they are losing \$6,500 a month. Council Member Dunbar then noted that under the contract the City won't just pay 10% markup of the product and then the City will have to guarantee of the profit and in turn eating the difference. Because they lose money in other areas it ends up being 16.8%. It appears their total expenses will be \$14,000 and losing \$6,500 so the City will be making up the difference of \$5,000. Council Member Dunbar asked Mr. Gamble what part of the 10% or percentage profit pays for NAPA employees. Council Member Dunbar then referenced other jurisdiction contracts with NAPA, citing a concern with the City of Lansing contract being standardized. In example given was Palm Beach, CA where it stated they (Customer) desired to provide space for service to NAPA and offered a term and termination. They also noted performance of the customer should be by the availability of the funds, in the event funds not approved the contract is terminated upon the funding. This represents where the legislative funding tied to contract. Council Member Dunbar continued to go thru the contract stopping at "Duties" which states NAPA will operate the onsite store, inventory with NAPA personnel. Palm Beach contract notes that within 48 hours the customer and NAPA will category account for the inventory. Audit categories were referenced in the Palm Beach contract and noted they needed to be added to the City contract. Council Member Dunbar reflected on the Palm Beach contract section on payment to NAPA and requested the same be added to the City which stated following confirmation of all costs there is a review. The Palm Beach contract also noted that no overtime was charged against them by NAPA until it was over 40 hours week, this too should be added. Palm Beach contract reflects that if there is a dispute it will be resolved within 60 days. In regards to the inventory, the contract should reflect a statement that clarifies that upon customer request, they buy back inventory and therefore NAPA should list the NAPA inventory in storage and on the floor. Council Member Dunbar did not agree with a cost savings measure based on what the information reflects so far and requested more information. How can anyone guarantee to a group when we pay non-union to do the job.

Council Member Wood asked Mr. Gamble how the City knew about NJPA and what his knowledge of the group was, including how it is funded. It appeared to her research that If NAPA gets a contract thru NJPA they pay NJPA and admin fee. Along with request for proposals there is nothing talking about deficiencies with the company. Council Member Wood listed cities such as Glendale, Louisville, and Polk County Florida that dealt with NAPA and had issues where NAPA did not fulfill their promises. Council Member Wood asked for the research that was done on NJPA and NAPA. Lastly Council Member Wood reflected on an earlier comment from Mr. Gamble on NAPA helping during the recent storm; however she received a photo of the NAPA employee sleeping.

Council President Brown Clarke asked Mr. Gamble to review the cost analysis, information and matrix.

Council Member Yorke stepped away from the meeting at 5:55 p.m.

Included in the questions from the Committee included an inquiry into how they determined to be a member with NJPA and what was the criteria to choose NAPA. Council Member Wood added that the City does have their own procurement policy ordinance and asked why the City did not use that.

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Mr. Gamble confirmed for Council Member Wood the procurement process was followed and added that the City is a member of NJPA. Because of that membership the City can join because of the joint contracting allowed. Mr. Gamble noted that this process is how the City purchases equipment.

City Attorney McIntyre stepped away from the meeting at 5:57 p.m.

Mr. Gamble continued noted that the City could save and procure equipment faster. Council President Brown Clarke asked Mr. Gamble if this was the first time the City has NJPA. Mr. Gamble could not answer that question but would ask purchasing. He did note that a study was done by the City using average monthly sales in parts, and the City uses \$1.4 million in parts per year. With the cost for NAPA employees that was a calculation that yielded a savings. They can have more than two employees. Council President Brown Clarke asked for that study, and Mr. Gamble stated it was the one page spreadsheet in the documents. Council Member Dunbar referenced the spreadsheet noting the amount of people they bring in, no matter how efficient, that is part of the NAPA calculation on their profit.

City Attorney McIntyre returned to the meeting at 5:59 p.m.

Council Member Dunbar asked how if anything changes in the % of their guaranteed profit margin, how the City addresses that. Mr. Gamble clarified to the Committee that the contract is standard language; they purchase parts on a volume scale and therefore pass along the savings. Council Member Dunbar asked Mr. Gamble where the long term savings projections were, a 5 years of escalated cost, because it reflects no long term savings. Also it was asked of Mr. Gamble if the union was given the opportunity to see the projected savings so they too could find savings. Mr. Gamble noted the numbers are current numbers, and the City did not do a 3-5 year projection because they do not know what parts they will need. With NAPA able to purchase nationwide it will be cheaper. Mr. Gamble concluded that the contract does not require the City to only purchase NAPA products. Council Member Dunbar pointed out to Mr. Gamble that with the cost of parts, mark up on parts, cost of their payroll there is nothing in the form that compares or projects what the City costs would be over time. This is based on estimate of salary also. If it is a projection on parts, Council Member Dunbar would like to see City staff time, and what is procurement cost over NAPA value. There needs to be more discussions on where these costs savings are.

Council President Brown Clarke asked Mr. Gamble why if the conversations started 3 years ago they then stopped, and then were revisited in 2015. Mr. Gamble stated at the time they were working thru the construction for the new garage, were discussing parts, and interviewed NAPA with the option of doing this during the project. Council President Brown Clarke asked if NAPA was one of many. Mr. Gamble clarified he did not personally talk to NAPA, but did believe there were more vendors. Council President Brown Clarke asked then if those other vendors were revisited 3 years later. Mr. Gamble referenced the national bid process with NJPA which the city felt that any firms could go thru the bid on this process.

Council Member Yorke returned to the meeting at 6:09 p.m.

Council President Brown Clarke asked if the bidder can determine or request where the bid is posted, and if NJPA asked the City if they had recommendations where to post, or does NJPA only RFP only in their process. Mr. Gamble stated he knew only of USA Today publication. Council Member Wood informed the Committee that her research determined it was published in Oregon, Utah, Salt Lake City News, and nothing locally. She also informed Mr. Gamble that even though he stated the City belonged to the NJPA, her research provided not membership. The City does belong to MITTEN, which is the State of Michigan procurement where the City pays to belong but the vendors do not, in comparison to NJPA.

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This was an organization we belong to, but in research City of Lansing not a member. The City does participate in MITTEN, which is procurement plan with the State of Michigan which the City pays to belong to, but the vendors do not pay a fee. Council President Brown Clarke asked what was the City's relationship was with NJPA. Mr. Gamble was not sure of the NJPA relationship, but the MITTEN is a bidding process and NJPA is a joint procurement process which is a contract that is issued.

Council Member Spitzley asked what the effective date of the agreement was since it was not dated, and Mr. Gamble clarified February 19, 2016. Council Member Spitzley asked for confirmation that NAPA was in the City building on February 13, 2106 before the effective date of the contract, and Mr. Gamble confirmed. Council Member Spitzley then referenced Article 7 of the UAW contract which was requiring advanced notice. Mr. Gamble again confirmed their memo was distributed to Mr. Parker and Union Steward on February 12, 2106. Council Member Spitzley then asked if during the notice they provided a reason for subcontracting per the union contract. Mr. Gamble referenced the paragraph prior to Article 7 which says "may" include, not shall, and so many. Council Member Spitzley read Article 7 to Mr. Gamble., and Mr. Gamble answered the inquiry by stating the NJPA contract was bid in June 2015.

Council President Brown Clarke asked if the contract was dated February 19 and they started February 13, what their understanding was. Mr. Gamble stated NAPA was in early setting up while the contract was getting revisions. The contract was signed before they showed up. Council President Brown Clarke then asked if NAPA was paid in those 6 days, and Mr. Gamble said no.

Council Member Brown Clarke inquired about the inventory and if the City owns it or we sold it to NAPA. Mr. Gamble stated the City is slowing distributing it to itself, and then once they exhaust supply it will be replaced on the shelf with potential cost savings. They are looking at inventory to see what barely used, and working to get credit back for those parts.

Council Member Dunbar asked whose insurance covered the NAPA employees during the February 13 date. Mr. Gamble stated NAPA.

Council President Brown Clarke asked how the City buys back if there is a clause in the contract on that. Mr. Gamble stated his belief that if the City elects to terminate with NAPA there is ability for the City to buy that inventory. The next question was whose inventory will be on the shelf, and Mr. Gamble confirmed it would NAPA, but the City does not pay for it until they utilize the part.

Council President Brown Clarke inquired ask to how Council can do performance based budgeting resources on this process, how they can continue to be cost effective in their replacement of and be fiscally diligent to get best cost per part. How does Council know NAPA is being diligent. Mr. Gamble answered the question by confirming that the City has a short list of parts, what they are provided from inventory, what their cost is and what the City cost is. These are efficiencies in savings. Council Member Spitzley asked for the details on the inventory. Mr. Gamble stated that in the information sent to Council there was a letter that states the partnership with NAPA and the ownership on how things will be done on the independent audit of parts. The City does have the approximate value of inventory they currently have. Council Member Spitzley asked if the City will use the half million inventory before we purchase from NAPA. Mr. Gamble confirmed that staff will utilize the inventory on shelf, and then inventory will be back filled by NAPA. Council Member Spitzley then asked how long it takes to go thru the inventory. Mr. Gamble confirmed it could take approximately one year, which is \$1.4 million in one year. Council Member Spitzley then asked Mr. Gamble how the City is making money that first year if we have to use ½ million. The question was

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then asked how the City would be paying for parts they are not using, with the NAPA 8.4% profit and not purchasing parts, but the City is also paying for services that they are not getting for a period of time. Mr. Gamble detailed that 8.4% of 0 is 0, and when the City sells parts off to themselves they charge 0 since we already have. The first year will be a good year for the City since the City already owns the parts.

Council Member Dunbar detailed what appeared to be the breakdown, with the City doing \$1.2 million a year, half million now, and in 6 months NAPA pays their employees and no payments by the City to NAPA. Mr. Gamble corrected the details stating that the City bill will mostly be for personnel at reduced cost, and no long term.

Council Member Dunbar reference the line item sheet which noted that in addition the 8.4% the City is paying for their employees. Mr. .Gamble confirmed that detail. Council Member Dunbar asked why the City would be paying the whole bill on top of employees, when the City owns the inventory and then buying back the inventory from itself. Mr. Gamble informed the Committee that the current inventory will be issued back at \$0 since they have already paid for, and NAPA is not making a profit on parts the City has already purchased. The majority of the cost the City will be at the front of the contract and will be their personnel. They will then transition over to paying for parts.

Council Member Dunbar asked that NAPA have insurance with limits and holds the City as additionally insured and on file before commencement. Mr. Gamble agreed they will, but Council Member Dunbar asked how was the NAPA employee covered when they were working before the contract start date. Mr. Gamble informed them that NAPA and they were there at their own risks. Council Member Dunbar then asked for a list of parts with costs used for cost analysis the Council can compare. Mr. Gamble stated he could provide that. Council Member Dunbar added that she would like for information on long term salary projections for City. Mr. Gamble assured they will perform an audit with their audit, however his experience will be with just the contract, so any more detailed analysis would need to be asked of the auditor. Council Member Dunbar clarified her question was what the administration used, assuming they used city costs, and asked for the analysis that was used. Mr. Gamble referenced the spreadsheet in the documents which was a one year analysis, which included a personnel savings. Council Member Dunbar and Brown Clarke asked for something that represents the City payroll for cross savings. Mr. Gamble referenced the comparison sheet again which outlined the NAPA projected savings. The first year will be lower cause not buying the inventory. The costs listed are labor of two city employees, fringe, and longevity. Council Member Dunbar asked for more details on a 2-5 year comparison, and then asked Mr. Parker what a union employee gets in an annual increase, and Mr. Parker it will be 2% this year.

Council Member Dunbar reminded the Committee and Mr. Gamble that 3 years ago the City was going to get rid of inventory because they were going to expand and the City only had real time parts. Now it sounds like they are still in the same space but Council is being told they need more space for mechanics. Mr. Gamble noted that they are looking at future mechanics, and train the current, while working within space provided.

Council President Brown Clarke pointed out that with the one year savings, labor savings and fringe savings appears impressive, but what is the total number.

Council President Brown Clarke if the numbers represented appeared accurate. City Attorney McIntyre stated she could not support or deny it since there was no comparison, however also stated it did not appear high.

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Council Member Hussain voiced his concerns with contract language, issues with NAPA and the conflict with not adhering to the language in the collective bargaining agreement approved by the UAW. Based on the terms of requirements of Article 7 and 9 the collective bargaining agreement has been violated. Lastly it was asked if there was a meeting 3 years ago, did they violate the agreement.

Council Member Brown Clarke asked City Attorney McIntyre if there was violation of the UAW contract. Ms. McIntyre replied by stating she cannot speak to a true violation. There is a process in the collective bargaining agreement and outcome, which would be something under the HR department.

Council Member Yorke stated her concern with the treatment of the City workers, and also a concern with that Council was not made aware of the whole NAPA action.

Council Member Wood distributed a proposed resolution for action by the Committee on ceasing action on the NAPA contract until it can be reviewed.

MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION THAT WOULD REQUIRE FURTHER REVIEW OF THE CONTRACT WITH NAPA. MOTION CARRIED 7-0.

RESOLUTION – Appointment of Interim City Attorney

Council President Brown Clarke acknowledged the presence of City Attorney McIntyre, and noted that because of her attendance this request is no longer needed and disposed of.

Council Member Spitzley stepped away from the meeting at 6:55 p.m.
Council Member Dunbar stepped away from the meeting at 6:56 p.m.

Ingham County Drain Commissioner Conservation Easement

Ingham County Drain Commissioner Ranney Park Drain Easement for Montgomery Drain

Ingham County Drain Commissioner Red Cedar Park Drain Easement for Montgomery Drain

Mr. Lindemann distributed handouts on the drainage district and plan.

Council Member Spitzley returned to the meeting at 6:57 p.m.
Council Member Yorke stepped away from the meeting at 6:58 p.m.

Before Mr. Lindeman went thru the presentation he mentioned that within 3-4 months the design will be 60% done and then will have a public hearing. The first step is to obtain the land and the rights to build on it. If there are no easements from the City the County will have to seek private property.

Council Member Yorke returned to the meeting at 7:00 p.m.
Council Member Dunbar returned to the meeting at 7:00 p.m.

The presentation began with the initial problem and the project goal. The design concept for the Montgomery Drain can manage and clean 95.7% of all the storm events. Included in the hand out was a map of the intensive land use of the plan and the 80% of impervious. This project and other drain projects address issues and the federal law prohibits them from discharging pollutants. Mr. Lindemann moved onto a slide on SAW grants and looking at \$500,000 from the DNR to use for river rebuild from Kalamazoo, allowing cleanup of the banks. Council Member Wood asked if the SAW grant was part of the planning or the work later. Mr. Lindemann confirmed it would be planning money and they hope to have in 2017.

Council Member Spitzley stepped away from the meeting at 7:11 p.m.
Council Member Yorke stepped away from the meeting at 7:11 p.m.

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Council Member Spitzley returned to the meeting at 7:12 p.m.

In outline of the design it was noted they are trying to use low impact design and are negotiation with Frandor and other merchants. There are no plans drawn up yet except the conceptual plans and DEQ plans, but currently they are negotiating easements, and they cannot proceed with the design without the easements. Council President Brown Clarke asked for the timeline. Mr. Lindemann stated it will take 60 days to secure the easements, and they want all the easements at the same time. The process started January 11, 2016 which is when the 60 days started. They have already applied for a 30 day extension.

Council Member Wood asked if the easement have gone thru the Planning Board for approval. Mr. Gamble stated they were introduced but he was not sure if they are scheduled for a meeting. Mr. Gamble was asked to provide that schedule. Council Member Wood then asked if the Parks Board had reviewed it, and if the City has signed off with Mr. Ferguson on possession of the land, and Mr. Gamble confirmed. Council Member Wood then asked if the skate park in Ranney Park would be affected, and Mr. Lindemann noted they would not be touching it.

Council Member Yorke returned to the meeting at 7:20 p.m.

Council Member Wood asked if there were payments for the easements they are looking to obtain, and Mr. Lindemann noted they are not paying for any easements. Council Member Wood then asked Ms. McIntyre where her office was on the review of the documents. Ms. McIntyre noted they received the information and the course of action is the preferred approach. While the process goes thru the Planning Board and Parks Board, Law will do their due diligence. Council Member Dunbar asked for the procedures in the process, and it was reiterated that Council cannot take action on the easements until the Parks Board and Planning Board, along with legal have signed off.

Council Member Brown Clarke asked what would happen if they miss the extension. Mr. Lindemann stated with confidence that the DEQ was pleased with what they have done so far. The detailed planning process can't start until the easements are provided. The County hopes that the DEQ sees good faith effort, and they are aware the County is pursuing.

DISCUSSION – Payment in Lieu of Taxes (PILOT) Policy

Council President Brown Clarke noted that at the last Committee of the Whole meeting and Council there was an evident request for clarification on the PILOT policy and current PILOT's. Council President Brown Clarke informed the Committee that the City Attorney has offered to look at prior meeting minutes and resolutions to provide Council with the guidance and what the prior Resolution charged Council with and sees if it now needs to be amended.

Council Member Wood added that she has found additional information and will provide that to Law. Council Member Yorke also added that Mr. Edmiston with Cinnarie was present earlier in the meeting and offered to reach out individually to each Council member. Council Member Yorke directly asked for the legal opinion also on the current PILOT Policy, any determination on the age of the residents, dollars, etc. Council President Brown Clarke acknowledged the request and confirmed a legal written opinion was requested. Currently there are 6 project pending and Council needs clarity on how was the past resolution framed for Council and how does it work today. The FHT was also asked to give an opinion on how PILOT projects will affect their projections. Once any information is provided Council President Brown Clarke stated she would set another meeting within the next two weeks. Council Member Spitzley asked if there was a current policy on PILOT's. Council Member Wood confirmed there is one, and Council President Brown Clarke added she has formally asked for clarification from

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the City Attorney and for them to provide an opinion on where Council currently is, and then Council will discuss where they want to be. Council Member Yorke asked for Law to also clarify if the PILOT policy is codified.

Minutes

To be moved to the next agenda.

ADJOURN

The meeting was adjourned at 7:30 p.m.

Respectfully Submitted by, Sherrie Boak, Recording Secretary

Lansing City Council

Approved by the Committee on



MINUTES
Committee of the Whole
Monday, March 14, 2016 @ 5:30 p.m.
City Council Chamber

CALL TO ORDER

The meeting was called to order at 5:33 p.m.

PRESENT

Councilmember Brown Clarke- excused
Councilmember Jessica Yorke
Councilmember Patricia Spitzley- excused
Councilmember Adam Hussain
Councilmember Kathie Dunbar- arrived at 5:46 p.m.
Councilmember Carol Wood
Councilmember Jody Washington
Councilmember Tina Houghton

OTHERS PRESENT

Sherrie Boak, Council Staff
Joseph Abood, Deputy City Attorney
Scott Keith, LEPFA
Robert Johnson, Planning & Neighborhood Development
Dennis Louney, Spicer Group

Approval of Minutes

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE MINUTES FROM FEBRUARY 22, 2016 PRESENTED. MOTION CARRIED 5-0.

Public Comment

No public comment.

DISCUSSION/ACTION

RESOLUTION – Set the Public Hearing for the FY2016/20174 Budget Public Hearing
MOTION BY COUNCIL MEMBER WOOD TO APPROVE THE RESOLUTION TO SET THE PUBLIC HEARING FOR THE FY2016/2017 BUDGET FOR APRIL 25, 2016. MOTION CARRIED 5-0.

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RESOLUTION – Set the Public Hearing for Ingham County Drain Commissioner Easements Conservation Easement between the City of Lansing and MDEQ
Ingham County Drain Commissioner Ranney Park Drain Easement for Montgomery Drain
Ingham County Drain Commissioner Red Cedar Park Drain Easement for Montgomery Drain
Council Member Yorke informed the Committee that the Planning Board will review the easements at their March 15, 2016 meeting, and provide a recommendation. This request is for setting the public hearing for March 28, 2016.

Council Member Wood asked who would be doing the public notification and it was confirmed it would be the City Clerk, and Mr. Louney stated they could.

MOTION BY COUNCIL MEMBER HUSSAIN TO APPROVE THE RESOLUTION THAT SETS THE PUBLIC HEARING FOR MARCH 28, 2016 FOR THE THREE EASEMENTS. MOTION CARRIED 5-0.

PRESENTATIONS

Lansing Entertainment and Public Facilities Authority – Bi Annual Update

Mr. Keith provided an update on where the department sits in this fiscal year and in the future. The audit that was presented to the LEPFA Finance Board in 2015 showed net positions in a positive balance with net and assets, and they are exceeding liability for second time. The discussion then led to updates on the three facilities; Lansing Center, City Market and The Stadium. The Lansing Center has revenues exceeding on year to date by \$57,000 with a year to date loss of \$50,000. To explain the loss currently reflects that 2/3 of their business/conventions are in the last half of the year. They will meet the rental budget for the year, but the biggest challenges continue to be health care costs, utilities and food costs. The facility upgrades being performed at this time are the IT upgrades and work on signage improvements. The discussion moved into the Stadium where it was stated the only revenue LEPFA gets is from the onsite ATM fees. Any funds from the Stadium it are a pass thru funds however are ahead of budget and up close to 20% from last year. Lastly, the operating expenses are also head of budget so far. Lastly, Mr. Keith spoke about the City Market. There was increase occupancy in December and January, and by the end of March they hope to be at 70% rented and 90% occupancy. New vendors will include a souvenir shop, bakery, café and coffee shop. The schedule of special events has continued to generate funds. They have recently also partnered with Michigan Fitness Association to look at grant possibilities. Mr. Keith added a note on Groesbeck Park and they are currently changing their liquor license.

Council Member Wood asked Mr. Keith to explain how they track and verify the vendors have active insurance. Mr. Keith answered by stating it is a requirement of the annual lease when they register and it has to be met.

Council Member Wood brought up the topic of discussion of ongoing event signs from the Lansing Center in the City right-of-way, and asked if Mr. Keith had placed any consideration on Council suggestion from the past on a policy for the customers who rent at the Lansing Center. Mr. Keith noted they had not created a policy, and when Code Compliance informs them of a violation they go and remove the signs. Council Member Wood stated she will be working with the City Attorney office on an ordinance. Council Member Dunbar asked Mr. Keith if removal of signs can be placed in their contract and they would have to initial it that they recognize they cannot promote with signs in the right-of-way. Mr. Keith answered by stating that the contract currently does state they have to abide by City ordinances, and to require anything further would be at the Lansing Center at a competitive disadvantage. Currently that stipulation is not in any other contract by other convention centers, and the fear is if they are required to at the Lansing Center they will go down the road to the next

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convention center instead. Council Member Houghton noted that the LEPFA and the Lansing Center is part of the city and they should set the standard to do it the right of way. Mr. Keith asked all Council Members to contact his office whenever they see signs in the right-of-way. Council Member Washington focused on the issue of signs in the right-of-way thru out the City, not just from the events or vendors and needs to be addressed City wide.

Council Member Washington asked how much is subsidized to LEPFA, and Mr. Keith clarified the lump sum is over \$1 million for three properties. Council Member Washington then asked if they were ever supposed to be self-sufficient, and Mr. Keith noted the Lansing Center will be impossible to be self-sufficient; and the stadium dollars go thru the system but not revenue. There is operating expenses of utilities and general maintenance. Council Member Washington informed him she will be looking at other options, and has a concern with the market because it appears to be moving away from the "market", and even had recent discussions with vendors who told her their rents are cost prohibitive. Then it was asked what is the contributing effect to why the Lansing Center revenue is higher. Mr. Keith noted that conventions occur on a three year cycle with three common locations; Detroit, Lansing and Grand Rapids; however one day conferences are now moving into 2-3 days. They continue to work with CBD to attract new businesses.

Council Member Dunbar referenced back to the subsidized comment and comment on increases in utilities. The question was asked if Mr. Keith had considered a farmer produced market. Mr. Keith acknowledged the suggestions and comments, however stated the markets are moving towards artisan foods and activities as a destination. Council Member Yorke suggested looking into the market in Kalamazoo which is run by a co-op and difference farmers daily. Council Member Washington concluded the market discussion noting for the record she had no issue with the market involving into something different, however if they are changing the vision, they need to do it quickly to make it self-sufficient.

Council Member Houghton asked for a list of repeat customers at the Lansing Center. Mr. Keith confirmed they rebook most of the vendors, and no one has ever said they weren't coming back.

Council Member Wood reminded Mr. Keith that the outside of the market was supposed to have an opportunity for famers to come in over the weekends. Mr. Keith confirmed it does occur on Saturdays, and sometime the farmers take spots inside. The market is looking to expand these farmers' days to another day other than Saturday.

Council Member Wood asked for the results of the satisfactory survey from last year, and Mr. Keith did not have results but would provide to Council.

Council Member Yorke asked if the City obtains any revenue from the concerts and events that are held at the Stadium that are not part of the ball field. Mr. Keith stated the ATM is revenue and LEPFA does receive the fee that users pay, however they did just have to spend money on the machine to accommodate the chip reader on cards, which cost \$5,000-\$6,000. As for the concerts, with the new agreement with the Logouts, it did give them the ability to do events beyond LEPFA with a portion coming back to the City. On a side note The View in the Outfield has been doing activities and exceeded their expectations by 300%.

Council Member Yorke asked Mr. Keith to provide answers to any open questions to Council before the budget hearings.

Planning & Neighborhood Development Bi-Annual Update

Mr. Johnson highlighted the four (4) divisions of the department which includes parking/service/municipal parking, building/safety office, development office which addresses block grants, federal grants, FEMA grants, Fast Track Authority, Neighborhood Resource Coordinator, and lastly the Planning office. Current projects include the update on the Master Plan, which include Phase 1 and Phase 2 of the Form Based Code.

The discussion then lead into the budget which is \$1 million general fund, however after administrative charges, so the net based on budget is \$460,000 administration side, and then the planning office \$399,000 all general fund. There is then \$190,000 of transfer of operational and administrative charges. The department is an enterprise fund so the pay back into the general fund.

Discussions on parking in the Lansing, with the North Grand ramp at 100% occupancy and 60% at South Capital ramp occupancy. The department is aware of potential changes when the State moves making a shift in the parking. Mr. Johnson included in his discussion the new parking pay stations.

The topics moved onto CDBG grant und \$1.8 million, with HOME funds \$547,000 and the Emergency Solutions Grant \$167,000 which is passed thru to the HRCS Department. The Department also offers a Home Owner Rehab Program which the applicants have to be income eligible. This is including an outreach on the programs. The Block grants work with Housing Coalition, Ingham County Land Bank, and fund kids camps.

The Building Safety division has \$2.3 million in revenue with \$190,000 operational transfer from the General Fund, and \$260,000 being paid by the office back to general fund. This finalizes it to Department overall expenses at \$13,758,000.

Mr. Johnson led his presentation into a reference on historical preservation and the sign topic that was discussed earlier with LEPFA. The Department does address signs in the right-of-way whenever they are aware of it. The Hardest Hit Funds addressed 250 houses, and they are looking at other opportunities for more eligible houses.

Council Member Wood asked about the department vacancies and temp employees in parking. Mr. Johnson acknowledge that they are still working with temporary help but there have been some positions filled with the help of the new HR Director. They are committed that by years end they will fill all the department positions.

Council Member Wood asked about a reference in past State of the City addresses that mentioned an electric car for parking services, however she has never see it. Mr. Johnson confirmed it is being used but not for parking services. It is parked at the North Grand Ramp and utilized by Departments for special events, by transportation engineers, and used for traffic control measures.

Council Member Wood asked where the funds from the sale of the Michigan Avenue Parking lot went. Mr. Johnson confirmed for the Committee the funds were received, and they want to reinvest into parking since the sale of the lot did take a parking lot of line. If the funds have to go into the parking enterprise they hope to invest into Lansing, and is advocating strongly they go back into a parking lot. Council Member Wood and Washington stated their support that the funds be spent on existing Parking Lot #8.

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Council Member Wood asked if the meters that were set to 8 hour time limits near the current MSP building will be set to lower time limits when the move. Mr. Johnson confirmed discussions on parking and hourly rates on meters began March 9th.

Council Member Houghton asked for copies of the brochures that Mr. Johnson referenced and placement on the website. Mr. Johnson stated his office can provide Council with them and verify which ones are on the website.

Council Member Hussain asked about specific on the Neighborhood Coordinator scope and if full time. Mr. Johnson clarified the employee is a contract employee at 25 hours a week, however he is looking at grants and working with other groups such as LEAP to find funding to make the positions full time. This will be brought up at the future budget hearing presentation.

Council Member Wood asked about the number of homes in the Fast Track program, and if there were additional homes past 250 that were done since the project came in less. Mr. Johnson acknowledge they were able to do closer to 260 homes. Council Member Wood asked if the City saved funds to purchase more homes to demolish. Mr. Johnson did not have the information and would provide.

Council Member Wood asked if building safety department was still short staffed and if they were working to fill the positions. Mr. Johnson stated that currently they do not have any contract employees in building safety. Council Member Washington asked if the City already had a full time neighborhood specialist and why the City needed two. Mr. Johnson stated the position he is speaking of filling is the Neighborhood Resource Coordinator which addresses grants, etc. Council Member Washington asked if it could be combined with Mr. MacDonald's position in the Mayor's office, and Mr. Johnson could not answer that.

Council Member Washington informed Mr. Johnson of a concern she has with the lack of execution of planning and outreach to the neighborhoods with projects, and therefore asked how many staff are urban planners. Mr. Johnson noted Ms. Stachowiak, Mr. Rieske and Mr. Sanford who deals with rehabilitation.

PLACE ON FILE

Board, Authority and Commission Term Expiration List

MOTION BY COUNCIL MEMBER WOOD TO PLACE THE DOCUMENT ON FILE. MOTION CARRIED 6-0.

ADJOURN

The meeting was adjourned at 7:02 p.m.

Respectfully Submitted by,
Sherrie Boak, Recording Secretary
Lansing City Council
Approved by the Committee on

CITY OF LANSING

INTEROFFICE COMMUNICATION

DATE: March 3, 2016

TO: Judi Brown Clarke, Council President

FROM: Brett Kaschinske, Director, Parks and Recreation Department

SUBJECT: Lansing Park Board's November 2015 Meeting – MNRTF Grant

On Wednesday, November 18, 2015, the Lansing Park Board held its regular November 2015 meeting. The Park Board acted and voted for the Parks Department to apply for the Michigan Natural Resources Trust Fund grant, with a 25% match, to acquire interior land parcel 040-025-400-180-00, from the Lansing Boat Club. This property adjoins Fine, Fulton and Hunters Ridge Parks currently owned by the City. This action passed by a vote of 6 yeas; 0 nays

The Park Board recommends your approval of the MNRTF language resolution and the forwarding of the referral to City Council for their review on March 14, 2016 and a public hearing and vote on March 28, 2016.

Your consideration on this issue is appreciated. Please do not hesitate to contact me with any questions you may have or for any additional information that may be necessary.

Virg Bernero, Mayor

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section A: Applicant Site and Project Information: NA

*Is the application for site development <u>or</u> land acquisition? Development <input checked="" type="checkbox"/> Acquisition			
*Name of Applicant (Government Unit) City of Lansing		*Federal ID Number 38-6004628	*County Ingham County
*Name of Authorized Representative Brett Kaschinske		*Title Director of Parks and Recreation	
*Address 200 N. Foster		*Telephone (517) 483-4042 Fax(517) 377-0180	
*City Lansing	*State MI	*ZIP 48912	*E-mail brett.kaschinske@lansingmi.gov
*State House District District 68		*State Senate District District 23	*U.S. Congress District District 8

*Proposal Title (Not to exceed 60 characters) Lansing Boat Club Land Acquisition
--

*Proposal Description The City of Lansing would like to purchase a 7 acre vacant riverfront parcel for park use. Said parcel would connect with two other adjoining city parks - Hunter's Ridge and Fulton Parks.

*Address of Site Interior land	*City, Village or Township of Site Delta Township	*Zip 48911
*County in which Site is located Eaton	*Town, Range and Section Numbers of Site Location <i>Letters must be upper-case: (examples: T02N, R13E, 22)</i> (Town) T04N (Range)R03W (Section)25	*Latitude/Longitude at park entrance 42.698718 -84.612600
*Park Name NA		

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section B: Project Funding and Explanation of Match Sources

SOURCES OF MATCHING FUNDS

PROJECT COST AMOUNTS

*Grant amount requested (round to the nearest hundred dollars)	\$67,500.00
Total Match	\$22,500.00
Total Project Cost	\$90,000.00
Percentage of match commitment (Must be at least 25% of total project cost)	25%
a) General Funds or Local Restricted Funds (Applicant's own cash)	\$22,500.00
b) Force Account Labor/Materials (Applicant's own paid labor or materials)	
c) Federal or State Funds	

You have entered a value for item c). Please provide the information below for each federal or state program from which matching funds will be provided. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND RECREATIONAL TRAILS PROGRAM (RTP) ARE THE ONLY FEDERAL FUNDS THAT CAN BE USED AS MATCH:

* (1) Program Name	*Administering Agency	
*Contact Name for Administering Agency	*Telephone	*Amount

*Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

*Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

*Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State of Federal funds that will be used as Match.

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section B: Project Funding and Explanation of Match Sources

(2) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

Check to add program information for additional State of Federal funds that will be used as Match.

(3) Program Name	Administering Agency	
Contact Name for Administering Agency	Telephone	Amount

Type of Funds

Grant funds awarded

Date grant funds approved

Grant funds applied for, not yet approved

Estimated approval date

Appropriated funds

Date appropriated

Other, explain

Is documentation containing the scope of work and budget for the other grant funds included with application?

Yes No

Is documentation (such as grant approval letter) that verifies the availability of funds included in the application?

Yes No

d) Cash Donations

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section B: Project Funding and Explanation of Match Sources

You have entered a value for item d). Please list the individual sources and the amounts to be donated below.

SOURCE	AMOUNT
*	
Total	\$0

*Is a letter of intent from each donor included with the application?
Yes No

e) Donated Labor and/or Materials

You have entered a value for item e). Please include each item to be donated, the source, dollar value, and how the dollar value was determined.

ITEM	SOURCE	DOLLAR VALUE	VALUATION METHOD
*			
Total		\$0	

*Is a letter of intent from each donor included with application?
Yes No

f) Donated Land Value (acquisition applications only)

You have entered a value for item f). Please describe how the value of the land donation was determined.

*

*Is a letter from the landowner committing to the donation of a portion of fair market value and any conditions placed upon their commitment included with application?

Yes No

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section C1: Project Details

Land Acquisition Applications ONLY

***Interest acquired will be** (check all that apply)

- Fee Simple
- Easement
- Other

***What are the current land uses that exist on the parcel?** (check all that apply)

- Undeveloped/natural land
- Agricultural
- Residential
- Commercial (including timber extraction)
- Recreational
- Other (describe)

*Any buildings on the site? No Yes

*Any encroachments or boundary disputes with neighbors? No Yes

Parcel Information Table

*Itemize estimated cost information for each parcel. For phased projects, the parcels and dollar amounts provided should include all phases.

	LANDOWNER	ACREAGE	STATE EQUALIZED VALUE (SEV)	(1) ESTIMATED APPRAISED VALUE (\$)
1)	Lansing Boat Club Inc.	7	\$22,800.00	\$78,000.00
2)				
3)				
4)				
5)				
	TOTALS	7	\$22,800.00	\$78,000.00

(2) ESTIMATED INCIDENTAL COSTS

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0061

Section C1: Project Details

Prorated Taxes	\$1,500.00		
Recording Fees	\$100.00		
Transfer Tax	\$2,400.00		
Title Insurance	\$500.00		
Appraisal Fees	\$3,000.00		
Closing Fees	\$2,500.00		
Environmental Assessment Costs	\$2,000.00	TOTAL APPRAISED VALUE (1)	\$78,000.00
TOTAL	\$12,000.00	TOTAL INCIDENTAL COSTS (2)	\$12,000.00
		TOTAL ACQUISITION COSTS	\$90,000.00

Comments:

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section D: Justification of Need

- *1) If you are submitting multiple acquisition or development applications, what is the priority for this application? (1 = highest) 1
- *2) What page(s) of your recreation plan is the need for the proposed project discussed? From: 71 To: 72
If proposed project is on only one page, please enter the page number in both boxes
- *3) What was the date(s) of public meeting to discuss submission of the grant application? 3/14/2016
Additional dates:
- *4) Did you gather public input from individuals with disabilities, their families, or advocates? No Yes
- *5) Are you the primary provider of recreation services to any surrounding communities, as documented in your recreation plan? No Yes
List Communities:
- *6) Was the application developed through collaboration with adjacent communities or school districts? No Yes

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section E: Application History and Stewardship

1

	<u>NO</u>	<u>YES</u>
*1) Questions 1 is for <i>acquisition applications only - for development projects, leave blank and move to question 2.</i> Is the applicant financially solvent to complete the acquisition transaction without any third party assistance (i.e. loans, lines of credit, same day closings, etc.) until partial reimbursement and final audit is completed (approximately 180 days after closing)? If yes, please provide documentation that supports this.		✓
* 2) Has applicant received DNR recreation grant(s) in the past? If yes, does applicant currently have an open, active grant?	✓	✓
*3) Has applicant closed, sold, or transferred any parkland or recreation facilities in the past 5 years?		✓
*4) Does applicant have a known unresolved conversion of grant-assisted parkland? (a conversion is a change from public outdoor recreation use to some other use)	✓	
*5) Does applicant have a "residents only" policy for this park or other parks or recreation facilities?		✓
*6) Do you now or do you intend in the future to charge an entrance fee to the project site? If yes, fee schedule and policy for reduced entrance fees for low-income users included with application? If yes, attach supporting Documentation on Required Attachments page.		✓
*7) What is the applicant's current year budget for parks and recreation?		\$10,938,700. 00
*8) What are the estimated operation and maintenance costs associated with the project?		\$1,000.00

Comments:

1. There is currently over \$90,000 in the Park Acquisition and Development account available for the match.
3. We have sold a portion of our park maintenance yard to a private concern (Neogen).

Michigan Natural Resources Trust Fund Application 2016

Organization: City of Lansing

TF16-0081

Section F: Site Conditions

	<u>NO</u>	<u>YES</u>	<u>UNKNOWN</u>
*1) Does the applicant, landowner, or others have knowledge that any portion of the property is or has been used for industrial purposes, including manufacturing and/or minerals' processing or extraction (sand, gravel, oil, or gas) at this time or in the past?	✓		
*2) Does the applicant, landowner, or others have knowledge that any portion of the property is currently being used or has been used in the past for a gas station, motor vehicle service or repair facility, commercial printing facility, dry cleaners, photo developing lab, junkyard, landfill, waste treatment, storage, processing or recycling or disposal facility?	✓		
*3) Does the applicant, landowner, or others have knowledge that any of the following are or have in the past been stored, discarded, or used on the property – automotive or industrial batteries, pesticides or other chemicals used in agricultural practices, paints, industrial waste, or other chemicals in drums or other containers?	✓		
*4) Does the applicant, landowner, or others have knowledge that fill dirt or other fill material of unknown origin is on this property or has in the past been placed on the property?	✓		
*5) Does the applicant, landowner, or others have knowledge of any evidence of leaks, spills, or stains from a substance other than water at this time or in the past?	✓		
*6) Does the applicant, landowner, or others have knowledge that there are or have in the past been waste disposal pits, lagoons, or ponds on the property?	✓		
*7) Does the applicant, landowner, or others have knowledge that there are at this time or have in the past been registered or unregistered storage tanks on the property?	✓		
*8) Does the applicant, landowner, or others have knowledge that contaminated groundwater lies below the property?	✓		
*9) If there is a water well on the property, does the applicant, landowner, or others have knowledge that contaminants have been identified in the well that exceeded legal standards or has the well been identified as contaminated by a government agency?	✓		

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Section F: Site Conditions

*10) Has the landowner been notified about any current violations of environmental laws pertaining to activities on the property or does applicant, landowner, or others have knowledge about past violations? ✓

*11) Has the landowner been notified of any environmental assessments of the property that identified a) the presence of hazardous substances, petroleum products, or contamination; or b) the need for further assessment? ✓

*12) Does the applicant, landowner, or others have knowledge that any hazardous substances, unidentified waste materials, tires, or automotive or industrial batteries have been dumped above ground, buried, or burned on the property? ✓

*13) Is the property listed on any federal or state list of contaminated sites, including the site of a leaking underground storage tank? ✓

*14) Does the applicant, landowner, or others have knowledge that any of the adjoining properties are currently being used or have been used in the past for the purposes listed in the previous questions 1-13? ✓

*15) Has an environmental assessment been completed for the site?
If yes, provide the most current on the Required Attachments page. ✓

NO YES UNKNOWN

*16) Are permits required for the development of the site?
If yes, please complete the following table: ✓

TYPE OF PERMIT	PERMITTING AGENCY	EFFORTS TAKEN TO OBTAIN PERMIT OR DETERMINING PERMIT REQUIREMENTS

If 'Yes' or 'Unknown' was selected for any of the questions on this page, please explain here:

Michigan Natural Resources Trust Fund Application 2016

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Section G: Natural Features of The Project Site

To the best of your knowledge, does the project site include:

*Great Lakes shoreline or Great Lakes connecting water frontage? No Yes

If yes, name of Great Lake or Great Lakes connecting water:

How many linear feet of shoreline or frontage?

*Inland lake frontage? No Yes

If yes, name of water body:

What is the size of the total water body in acres?

How many linear feet of frontage are on site?

*River and/or tributary frontage? No Yes

If yes, name of water body:

Grand River

How many linear feet of frontage?

800

Is the river or tributary a state natural river or a federally dedicated wild and scenic river? No Yes

*Wetland acreage or frontage? No Yes

If yes, please list the number of acres of the type(s) of wetland(s) on site:

Marsh	Bog		Dune and swale complex
Prairie	Forest	1	Boreal Forest
Fen	Shrub		Type unknown

Is documentation of type and quality with application? No Yes

If yes, source of information:

*Other water acreage or frontage? No Yes

If yes, name of other water body:

Is the entire water body completely within the site boundaries? No Yes

How many linear feet of frontage or acres of water are on site?

*Sand dunes? No Yes

If yes, list the number of acres of sand dunes on the site:

Critical Not designed as critical, or designation unknown

Is documentation of type and quality provided with application? No Yes

If yes, source of information:

*Dedicated state or federal listed wilderness or dedicated natural area or No Yes

Pigeon River County State Forest land or inholding?

If yes, name of area:

How many acres on site?

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Section G: Natural Features of The Project Site

***Rare species or any other significant feature as defined by the Michigan
Natural Features Inventory?**

✓ No Yes

If yes, list species or feature and status.

if too many to list here, include in the application narrative.

Population/range locations denoted on site plan or other map?

No Yes

Michigan Natural Resources Trust Fund Application 2016

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Section H: Wildlife Values of The Project Site

Will the proposed park or park development:

* **Protect wildlife habitat** (for example, breeding grounds, winter deeryards, den sites)?

No Yes

If yes, list species:

deer, turkey

How many acres of habitat does the site provide?

7.00

***Act as a wildlife corridor between existing protected areas or buffer an existing protected area?**

No Yes

If yes, name the existing park(s) or protected area(s):

Fulton and Hunter's
Ridge Parks

How many acres are currently in protected status?

80.00

Is documentation of the ecological value of adjacent protected areas and/or the ability of the project site to act as a corridor/buffer provided with application?

No Yes

If yes, source of information:

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Section I: Natural Resource Recreation Opportunities

Will the proposed park or park development provide new or additional:

*Water recreation opportunities? No Yes

*Motorized recreation opportunities (ORV and/or Snowmobile)? No Yes

*Hunting Opportunities? No Yes

If yes, what seasons will be available? (for example, deer/firearm)
How many acres will be available for hunting?

*Fishing opportunities? No Yes
If yes, what type of fishing opportunities will be provided? (species/methods)
bass, pike, crappie and carp

*Bird watching or other nature viewing opportunities? No Yes
If yes, what species can be viewed?
many native Michigan species

*Nature interpretation or education opportunities? No Yes
If yes, how are the interpretation or education opportunities provided? (check all that apply)

- Interpretive signage Part time or volunteer naturalist
- Interpretive brochures Full time naturalist
- Nature center

Have you formed a partnership with another organization to provide interpretive/educational services? No Yes
If yes, name of organization

Provided examples of interpretive materials, descriptions of classes, and other documentation on the interpretive/educational services provided with application:

Section J: Public Access Opportunities

* Will the site be open to the general public? No Yes

List the hours open to the public:

	From	To	Closed
Sunday	dawn	dusk	
Monday	dawn	dusk	
Tuesday	dawn	dusk	
Wednesday	dawn	dusk	
Thursday	dawn	dusk	
Friday	dawn	dusk	
Saturday	dawn	dusk	
Holidays	dawn	dusk	

Comment:

How will the public reasonably be able to access this site?

- Automobile
- Boat
- Public Transportation
- Motorized Trail
- Non-Motorized Trail including Mountain Bike and Hiking Trails
- Sidewalk or Pathway
- Other (describe)

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Section K: Trails

* Is the proposed site a trail? No Yes

Who is the primary intended user? (Check one)

- Hikers/Pedestrians Road Bicyclists Equestrians
- Mountain Bicyclists Cross-Country Skiers Snowmobilers
- Other motorized vehicle users Other, explain:

Who are the secondary users?

- Hikers/Pedestrians Road Bicyclists Equestrians
- Mountain Bicyclists Cross-Country Skiers Snowmobilers
- Other motorized vehicle users Other, explain:

Is the trail connected to another trail(s) or part of a larger trail network? No Yes

If yes, what is the name of the network?

How long is the trail?

- 35000 Total linear feet
- Linear feet bituminous (paved)
- Linear feet boardwalk (if applicable)
- Linear feet sidewalk
- 35000 Linear feet other hard surface

What is the width of the trail?

2 Linear feet

* Is this proposed project part of the Iron Belle Trail (Governor's Showcase Trail)?

Yes No

Application Narrative

*I. Project Justification and Support:

Due to the strategic location of the parcel to be acquired, trail development along the Grand River corridor, would be limited to each individual park. Currently there are two separate trail systems at Hunter's Ridge and Fulton Parks.

Additionally the parcel is land lock, being sandwiched in between two recreational areas, having no access for any type of development, making park the highest and best use. Other factors such as being within the 100 year flood plain and a forested, natural area would lend itself well to recreational and preservation purposes.

The Lansing Park Board, Planning Commission and City Council have endorsed the purchase of the land. The Mid Michigan Mountain Biking Association has been very active in the promotion and development of a trail system which eventually traverse through this parcel. However the most significant support is the current owner who is interested in selling.

*II. Project Description:

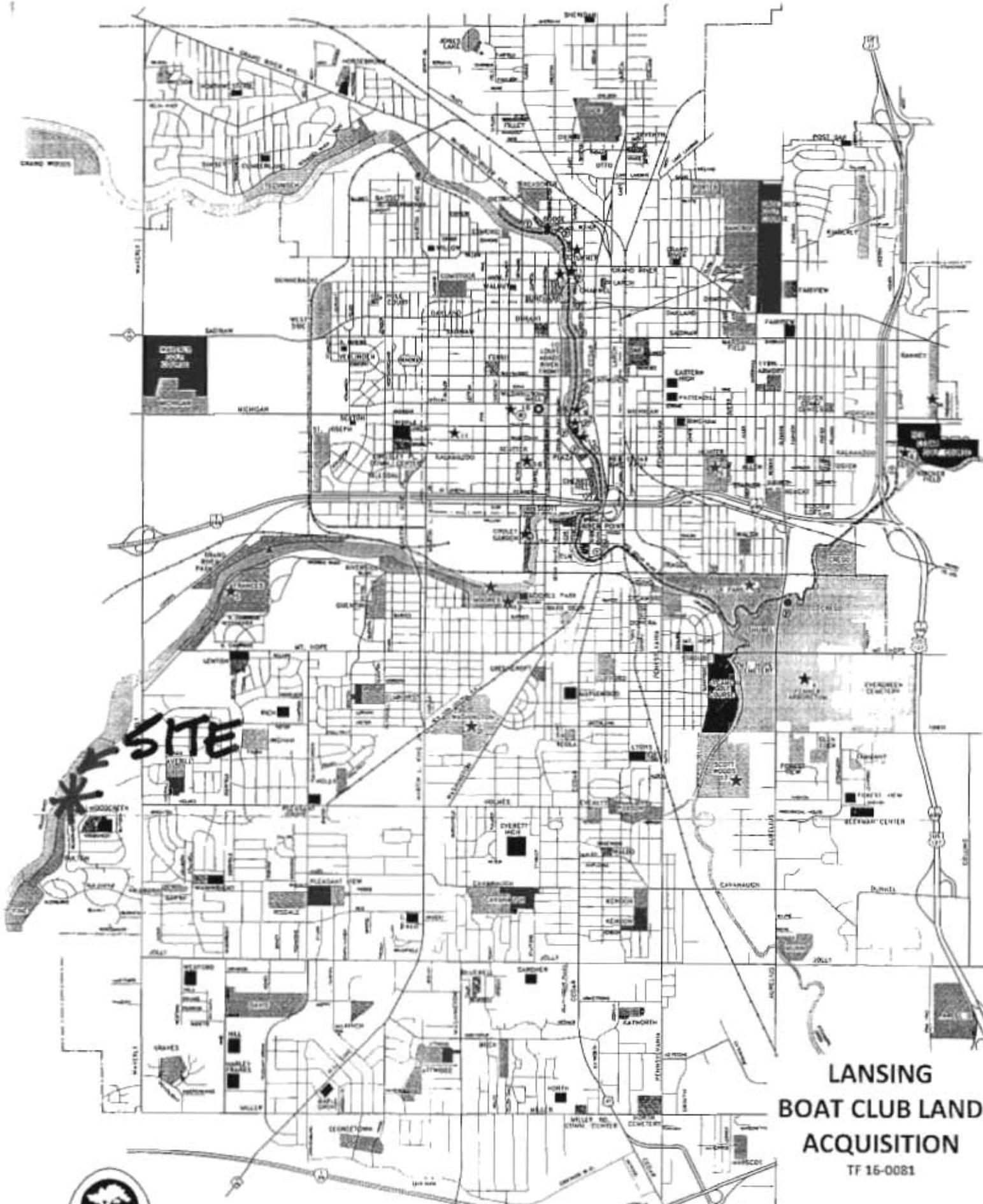
This land purchase would connect to two adjoining parks, Hunter's Ridge and Fulton, enabling the construction of a non-motorized trail of 6 miles or more in length. This acquisition would also greatly enhance possible landing sites for watercraft users for Grand River Water Trail, which runs from Jackson County to Lake Michigan at Grand Haven/Ferrysburg. Currently shore fishing is quite popular in this section of the river. Having it in public ownership would insure future access for said activities.

*III. Natural Resource Access and Protection:

This acquisition would preserve natural forested environment, provide access for fishing activities and protect the wildlife corridor. There is a large deer population that migrates along the east bank of the Grand River, through Fine, Fulton and Hunter's Ridge Parks.

All of the acreage of the parcel is relatively flat, level site, well within the 100 year flood plain. During the spring of the year it serves as a retention area for flooding for several weeks.

*IV. Other Information:

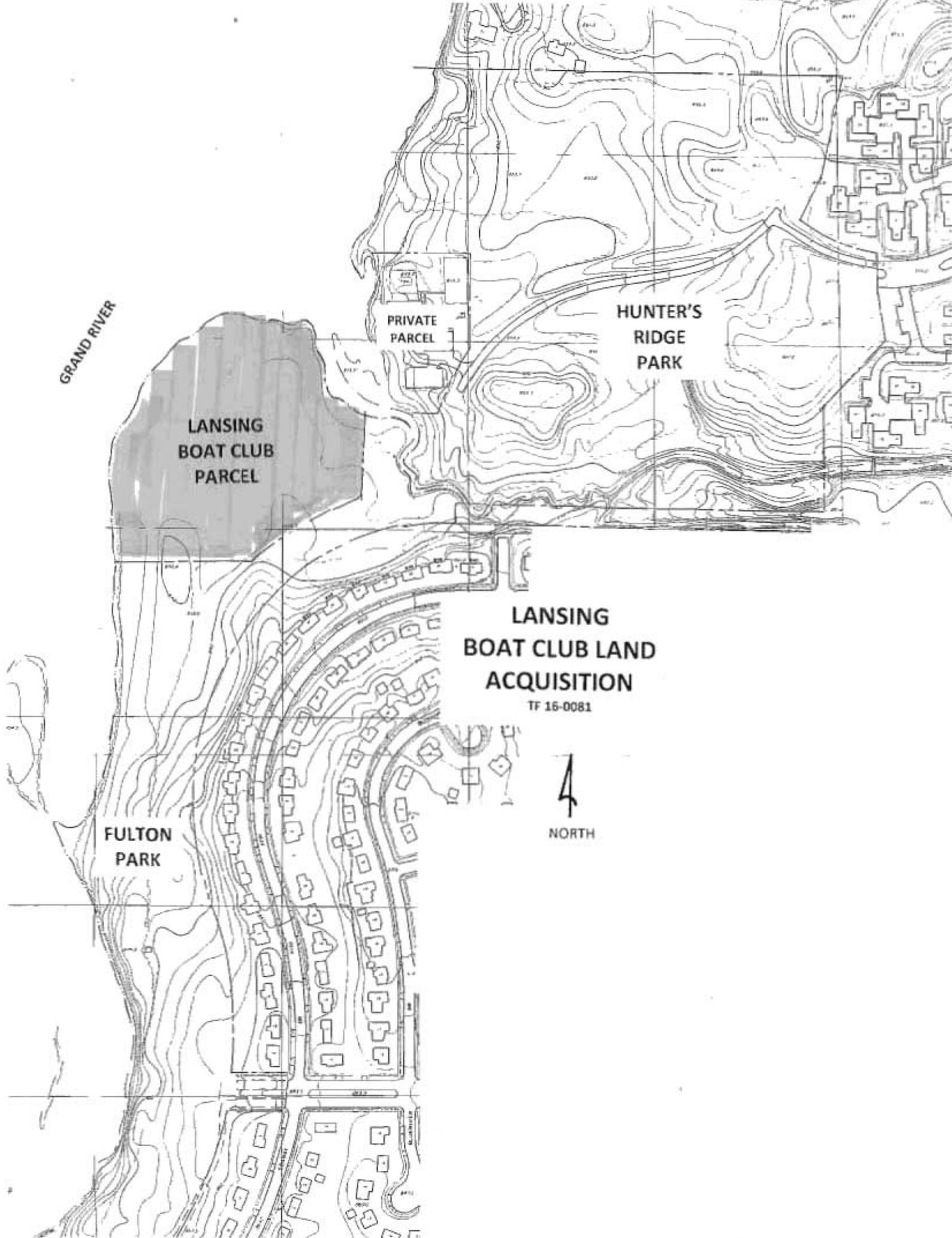


**LANSING
BOAT CLUB LAND
ACQUISITION**
TF 16-0081



LOCATION MAP





GRAND RIVER

LANSING
BOAT CLUB
PARCEL

PRIVATE
PARCEL

HUNTER'S
RIDGE
PARK

LANSING
BOAT CLUB LAND
ACQUISITION

TF 16-0081

FULTON
PARK



City of Lansing
Notice of Public Hearing

The Lansing City Council will hold a public hearing on March 28, 2016 at 7:00 p.m. in the City Council Chambers, 10th Floor, Lansing City Hall, Lansing, MI, for the purpose stated below:

To afford an opportunity for all residents, taxpayers of the City of Lansing, other interested persons and ad valorem taxing units to appear and be heard on the making of a Michigan Natural Resources Trust Fund grant application for the land acquisition of the Lansing Boat Club parcel: 040-025-400-180-00. The vacant land parcel is a forested riverfront site located in southwest Lansing, Delta Township, but more particularly described as:

COM. 2250.8 FEET W FROM SE CORNER OF SEC. 25, N 190 FEE, N 11DEG 30MIN W TO GRAND RIVER, SWLY UP GRAND RIVER TO S LINE OF SEC. 25, E TO BEG.SEC. 25, T4N R3W.DELTA TWP.

Total project amount is estimated at \$90,000 of which 75% will be from the state grant.

Approval of this purchase will expand existing park land along the river already owned by the City of Lansing. Further information regarding this issue, may be obtained from Brett Kaschinske – Director of Parks and Recreation, City of Lansing, 200 N. Foster Avenue, Lansing, Michigan, (517) 483-4042.

**PARK BOARD MEETING
Foster Community Center
November 18, 2015**

MEMBERS PRESENT: Rick Kibbey, Veronica Gracia-Wing, Bryan Beverly, Rosalinda Hernandez, Paul Holland, Rita O'Brien, James McClurken (arrived after 8 p.m.)

MEMBERS ABSENT: Gib King

OTHERS PRESENT: Brett Kaschinske, Parks and Recreation Director; Kellie Brown, Board Secretary; John Flaherty, Friends of Bancroft Park; Trek Vandecar; Jarl Brey, Capitol Zip

CALLED TO ORDER: 7:05 p.m.

ADDITIONS/DELETIONS TO THE AGENDA

Rick Kibbey added update on County Trails Millage meetings; Brett Kaschinske added Baseball Complex

STATEMENTS OF CITIZENS

None

BOARD MEETING MINUTES

Bryan Beverly moved to approve the September 9, 2015 and October 14, 2015 minutes as submitted; seconded by Veronica Gracia-Wing. 6 yeas; 0 nays

Motion carried.

NEW BUSINESS

Capitol Zip Line

Jarl Brey, Capitol Zip, stated he attended the July 2015 Park Board meeting and presented a plan for a zip line located in Old Town. It was recommended by the Board to review other sites for the zip line. Brey stated he met with Brett and reviewed a location near Turner Dodge and recently met with Brett and other City representatives at Riverfront Park.

Those meetings led to a new proposed site located at Saginaw and Grand, north of Saginaw Street. Brey provided a presentation with two plans for the new site, size of structure, floodway area and footing information. Plan A has the course and landing tower parallel to Saginaw and Plan B has the course located further north placing the zip line on an angle across the bridge. Plan B does not appear at this time to present any issues with existing infrastructure. Brey has spoken with Norfolk Southern about leasing the land for Plan B and they are receptive to the idea. He is also working the building owner to utilize the Ellis building for their retail space. Parking options have also been discussed.

Gracia-Wing inquired what trees would need to be removed for the project.

Kaschinske stated nothing more than 50' tall or 15" in diameter.

Holland stated he preferred Plan B and prefers this location to the proposed location presented in July. Gracia-Wing agreed.

Holland inquired if the City would sign off on the permits and does the City have appropriate staff to do so.

Kaschinske stated he thinks so when you consider the buildings in downtown Lansing and they start with steel pilings.

Gracia-Wing inquired about a time line.

Brey stated the timeline is based on investment finalization.

Kaschinske stated there will be DEQ filings and since this is on park land it will need to go to the Planning Board.

Hernandez inquired what the cons are. What is the public input, have there been injuries and what are the liability issues.

Kaschinske stated there are few residents in the area and Plan B option has less interference with the River Trail.

Brey stated the harness mechanism does not allow participants to detach themselves. This manufacturer has equipment placed all over the world and there has been one fatality and participants would sign a waiver.

Brey stated they are offering a percentage of gate revenue back to the Parks and Recreation Department and their plan is to offer leadership programs in cooperation with the Lansing School District.

Holland made a motion to continue with discussion on the project with a preference to site Plan B with the second choice being site Plan A and contingent upon all negotiations discussed this evening; seconded by Bryan Beverly. 6 yeas; 0 nays

Motion carried.

Lansing Boat Club Property

Kaschinske stated the Lansing Boat Club owns a piece of property on the south side of the river west of Waverly Road. The parcel attaches to Fulton, Fine and Hunter Parks. He is proposing purchasing the property with a Michigan DNR land acquisition grant.

Gracia-Wing inquired Lansing Boat Club's status on this purchase. Kaschinske stated they have signed off to sell the property.

Gracia-Wing inquired about the purchase price. Kaschinske stated land acquisition grants are based on assessed/appraised value and the City's match would probably not be any more than \$25,000 and there are funds available in the department's acquisition account.

Beverly moved to move forward with the purchase of the property; seconded by Holland. 6 yeas; 0 nays.

Motion carried.

Renaming Westside Park – Rudy/Dorothy Wilson

Kaschinske stated this request is from the office of Mayor Bernero and was mentioned at Mr. Wilson's memorial.

Kaschinske stated the estimated cost of the sign is \$1,500.00, plus installation.

Holland moved to table this request until Old Oakland Neighborhood Association is contacted; seconded by Hernandez. 6 yeas 0 nays.

Motion carried.

Gracia-Wing stated Mr. Wilson was associated with the Westside Neighborhood Association and this park is not part of WNA.

BWL Easement

Kaschinske stated this is located at Westside Park and the current easement is on the rail property. This is an easement to put underground utilities in the park and eliminate the need for utility poles. There would be no need for tree removal. There is a cost to hook up and provide utilities to the north end of the park.

Kibbey has concerns about the cost for the additional hook up the City is requesting and BWL is getting the easement at no cost.

This agreement is tabled until next month pending more information on the financial arrangements.

OLD BUSINESS (All items have been presented and discussed at previous meetings)

Ranney Skate Park Bike Rules

Holland inquired if these have gone to the City Attorney.

Holland moved to approve the rules with review by the City Attorney; seconded by Beverly. 6 yeas; 0 nays

Motion carried.

Naming, Re-naming, Memorial Policy

Holland stated he appreciated the work that was put into this and moved to approve the new guidelines; Beverly seconded. 6 yeas; 0 nays.

Motion carried.

Park Board Rules

Kaschinske stated these were approved previously, however the new City Attorney assigned to Parks added item seven (7) to the rules to correspond with the City Charter. *If a member is absent for more than three (3) unexcused absences annually, the member may be removed from the Board by an affirmative vote of 2/3 of the members serving on the Park Board, excluding that member.*

Beverly moved to approve; seconded by Holland. 6 yeas; 0 nays

Motion carried.

Crego Park Cell Tower

Kaschinske provided a map with the new site location within Crego Park. The new site is further from the River Trail and provides room for tree debris caused by large storms.

Gracia-Wing moved to approve the new site; seconded by Beverly. 6 yeas; 0 nays

Motion carried.

Fairway Lane

Kaschinske reviewed where the property is located.

Holland moved to support the sale of the property; seconded by Beverly. 6 yeas; 0 nays

Motion carried.

UPDATES

Bancroft Park

Kaschinske received a letter from Brian Cenci, engineer for the Groesbeck drain project providing answers to the Board's questions regarding the article in the paper. The document will be e-mailed out to Board members.

Kaschinske stated there was a pre-construction meeting last week and the project will start on Groesbeck first.

Kaschinske stated the entire project has been agreed upon and the City has received payment.

Hernandez commented at the walk through at Bancroft Park the Friends stated they do not want the sidewalk, the new sledding hill or the pathways paved.

Baseball Complex

Kaschinske stated there is a plan, in its infant stages, for a baseball complex similar to the concept of Beacon Field. More information will be forthcoming at future meetings.

Meeting adjourned 9:00 p.m.

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the Michigan Natural Resources Trust Fund (MNRTF) will be accepting grant applications for the next grant cycle no later than April 1, 2016; and

WHEREAS, MNRTF requires a resolution from the governing body of the applicant supporting the application, acknowledging the required match and committing to the amount and source of match that are specified in the application; and

WHEREAS, in order to be eligible to receive grant funds from (MNRTF), projects must be contained in the Parks and Recreation Five Year Master Plan; and

WHEREAS, on March 23, 2015 the City Council through Resolution #2015-077 adopted the City of Lansing Parks and Recreation Five Year Master Plan for 2015 through 2020; and

WHEREAS, on November 18, 2015 the Parks Board recommended by a 6 to 0 vote the below project be recommended to the Mayor for submission to the City Council for approval; and

WHEREAS, the City of Lansing will offer to purchase parcel #040-025-400-180-00 located on the Grand River from the Lansing Boat club; and

WHEREAS, the Parks and Recreation Director is recommending that the City apply for grant funds for the following project:

MNR TRUST FUND

Riverfront Property Land Acquisition

MNRTF	\$67,500
Land Acquisition and Development (Account #1089013021 933890)	\$22,500

WHEREAS, if the grant is awarded, the City match would be required in fiscal year 2017;

NOW, THEREFORE, BE IT RESOLVED that the Mayor recommends to the City Council that the above project has a grant application prepared and submitted to the Michigan Natural Resources Trust Fund.

BE IT FURTHER RESOLVED, that upon the purchase of the property by the City, the property shall be dedicated park property, subject to the conditions precedent in this resolution.

BE IT FINALLY RESOLVED that if the grant is awarded, the City of Lansing, Michigan, will accept the terms of the agreement as received from the MNRTF, and that the City of Lansing does hereby specifically agree, but not by way of limitation, as follows:

1. That if the proposed grant is received, in an amount requiring less than or equal City match to the amount indicated in the application document(s), the administration is authorized to create appropriate accounts and transfer necessary funds to administer and monitor the grant and to appropriate such additional funds as shall be necessary to complete the project subject to the City Council transfer policies.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the MNRTF for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To authorize Virg Bernero, Mayor of the City of Lansing, to be the local authorized representative to sign documents in behalf of the City of Lansing.
5. To comply with any and all terms of said MDNRTF agreement including all terms not specifically set forth in the foregoing portion of this resolution.

Patrick E. Lindemann

Ingham County Drain Commissioner

PO Box 220
707 Buhl Avenue
Mason, MI 48854-0220

Phone: (517) 676-8395

Fax: (517) 676-8364

<http://dr.ingham.org>



Eric Ferguson, PhD
County Drain Commissioner

Paul C. Platt
County Drain Commissioner

David E. Linn
Chief of Engineering and Inspection

Sharon Lewis
Administration Assistant

MONTGOMERY DRAIN DRAINAGE DISTRICT Submittal to Lansing City Council

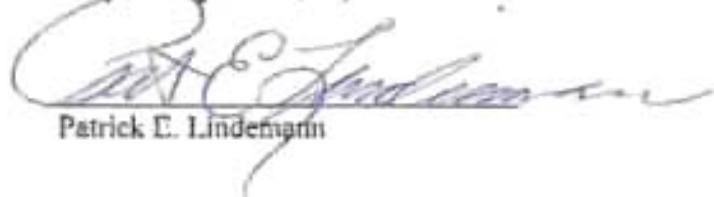
TO: Honorable Mayor and City Council
Lansing Park Board

Enclosed are the requested easements and supporting documents necessary for the successful implementation of the Montgomery Drain improvements petitioned for by the City of Lansing in 2014, as follows:

1. Proposed Agreement for Conservation Easement between City of Lansing and Michigan Department of Environmental Quality
2. Ranney Park: Proposed Drain Easement for Montgomery Drain
3. Ranney Park: Concept Drawing(s)
4. Red Cedar Park: Proposed Drain Easement for Montgomery Drain
5. Red Cedar Park: Concept Drawing(s)
6. Michigan Department of Environmental Quality Permit
7. Letter from City of Lansing Public Service Department to Michigan Department of Environmental Quality dated November 2, 2015
8. Letter from Ingham County Drain Commissioner to Michigan Department of Environmental Quality dated November 6, 2015

As your elected County Drain Commissioner, it is a privilege and honor to serve you.

Respectfully submitted,



Patrick E. Lindemann

Dated: February 18, 2016

1. Proposed Agreement for Conservation Easement between City of Lansing and Michigan Department of Environmental Quality

AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created _____, 2016, by and between the City of Lansing, a Michigan municipal corporation, whose address is 124 West Michigan Avenue, Lansing, Michigan 48933 (Grantor) and the Michigan Department of Environmental Quality (DEQ), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958; or Constitution Hall, 3rd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real property located in the Township/City of Lansing, Ingham County, and State of Michigan, legally described in Exhibit A.

DEQ is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee Ingham County Drain Commissioner has applied for a Permit (DEQ File Number 0-0-1041-P), pursuant to Part 303, to authorize activities that will impact regulated wetland. The DEQ evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor, on behalf of Permittee, has agreed to grant the DEQ a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 2.80 acres. A survey map depicting the Easement Premises is attached as Exhibit C. The DEQ shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor conveys under the Grantee, forever and in perpetuity, this Conservation Easement as set forth in this Agreement pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140, *et seq.*, on the terms and conditions stated below.

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises, consistent with the Permit, and

the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under DEQ Permit Number 0-0-1041-P, issued on January 11, 2016, or as otherwise provided in this Agreement, or required by state law, Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to:
 - a) Alteration of the surface topography;
 - b) Creation of paths, trails, or roads;
 - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301, et seq., as amended;
 - d) Dredging, removal, or excavation of any soil or minerals;
 - e) Drainage of surface or groundwater;
 - f) Construction or placement of any structure;
 - g) Plowing, tilling, mowing or cultivating the soils or vegetation;
 - h) Alteration or removal of vegetation, including the planting of non-native species;
 - i) Ranching, grazing, farming;
 - j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an DEQ-approved Management Plan;
 - k) Construction of unauthorized utility or petroleum lines;
 - l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste, or other material collected and deposited from areas outside the Easement Premises;
 - m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
 - n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
 - o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the Easement Premises at a volume that adversely impacts the hydrology of the wetland;
 - p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.
3. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs, or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety; to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species or as otherwise provided in the DEQ-approved Management Plan for the Easement Premises.
4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movements.

5. Grantor, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee of undertaking any mitigation activity, even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project, or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
6. Grantor covenants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
7. Grantor covenants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the DEQ.
8. Grantor covenants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of, or deposited in or on the property.
9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
10. Grantor shall continue to be responsible for the upkeep and maintenance of the Easement Premises to the extent it may be required by law.
11. Grantee and its authorized employees and agents, as shown on Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation project, or other conditions of the Permit; and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purposes of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity, unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land, in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140, et seq., as amended.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.

17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law. Nothing contained in this Agreement shall prevent the performance of statutory duties required by Public Act 40 of 1956, as amended. All legal action related to this Conservation Easement must be filed and pursued in Michigan state courts.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain, at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.
22. The terms "Grantor" and "Grantee" wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks such as nearby roads to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that DEQ staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes DEQ staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.
- Exhibit E:** *If applicable*, a stewardship and/or long term management plan that includes baseline documentation and any vegetation and/or site management plans.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory warrants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: _____

Virg Bernaro
Type/Print Grantor's Name

Mayor
Title (if signing on behalf of an organization)

City of Lansing, Michigan
Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by Virg Bernaro, the Mayor of the City of Lansing, Michigan.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

My Commission is in: Ingham County

Acting in Ingham County, Michigan

My Commission Expires: _____

GRANTEE:

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER RESOURCES DIVISION

William Creal, Division Chief

STATE OF MICHIGAN }
 } ss
COUNTY OF INGHAM }

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by William Creal, Division Chief, Water Resources Division, State of Michigan, on behalf of the Michigan Department of Environmental Quality.

(Signature of Notary Public)

(Typed or Printed name of Notary Public)

My Commission is in: Ingham County

Acting in Ingham County, Michigan

My Commission Expires: _____

Form Drafted By:

Department of Attorney General
Environment, Natural Resources, and
Agriculture Division
P.O. Box 30755
Lansing, Michigan 48909

AFTER RECORDING, RETURN TO:

**Michigan Dep't of Environmental Quality
Water Resources Division
Constitution Hall, 3rd Floor South
P.O. Box 30458
Lansing, Michigan 48909-7958**

Modified by:

Michael G. Woodworth
Woodworth Law Firm
246 East Saginaw Highway
East Lansing, MI 48823

EXHIBIT "A"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933

PARCEL DESCRIPTION:

SITUATED IN THE CITY OF LANSING, AND THE CITY OF EAST LANSING, COUNTY OF INGHAM AND STATE OF MICHIGAN:

PART OF LOTS 6, 15, 17, AND OUTLOT "A", ALSO PART OF CHURCH STREET, PART OF VACATED COOPER STREET AND PART OF VACATED OLIN AVENUE, SUPERVISORS PLAT NO. 1 AS RECORDED IN LIBER 12 OF PLATS, PAGE 27, INGHAM COUNTY RECORDS; ALSO ALL OF THE PLAT OF RIVERSIDE AS RECORDED IN LIBER 3 OF PLATS, PAGE 25, INGHAM COUNTY RECORDS; ALSO PART OF THE "PLAT OF THE SUBDIVISION ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14 AND ALL OF THAT PART OF SECTION 23 LYING NORTH OF THE CEDAR RIVER" ACCORDING TO THE TRUE COPY OF THE ORIGINAL RECORDED JUNE 13TH, 1856; ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 13 AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, T4N, R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/4 CORNER OF SECTION 13 ALSO BEING THE EAST 1/4 CORNER OF SECTION 14, T4N, R2W; THENCE S00°33'40"W, 119.50 FEET ALONG THE WEST LINE OF SECTION 13 AND THE EAST LINE OF SECTION 14 TO THE SOUTH LINE OF MICHIGAN AVENUE AND THE NORTH LINE OF LOT 18 OF SUPERVISOR'S PLAT NO. 1; THENCE S89°49'55"W, 1.85 FEET ALONG THE SOUTH LINE OF MICHIGAN AVENUE, TO THE NORTHWEST CORNER OF SUPERVISOR'S PLAT NO. 1 AND THE POINT OF BEGINNING OF FOLLOWING DESCRIBED PARCEL; THENCE S00°44'26"W (PLATTED AS SOUTH), 640.51 FEET ALONG THE WEST LINE OF SUPERVISOR'S PLAT NO. 1, TO THE SOUTHWEST CORNER OF LOT 23; THENCE S89°58'28"E (PLATTED AS N89°15"E), 182.80 FEET ALONG THE SOUTH LINE OF SUPERVISOR'S PLAT NO. 1; THENCE N00°22'22"W, 100.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF VACATED OLIN AVENUE; THENCE S89°58'26"E, 749.62 FEET ALONG THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 17, THE NORTH LINE OF THE SOUTH 100 FEET OF VACATED COOPER STREET AND THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 15 TO THE WEST LINE OF RENIGER COURT (PLATTED AS FREDRICK STREET); THENCE S00°18'28"E, 100.00 FEET ALONG THE WEST LINE OF RENIGER COURT TO THE SOUTHEAST CORNER OF LOT 15; THENCE S89°58'26"E (PLATTED AS N89°15"E), 50.00 FEET ALONG THE SOUTH LINE OF SUPERVISOR'S PLAT NO. 1 TO THE SOUTHWEST CORNER OF LOT 6; THENCE N00°18'28"W, 100.00 FEET ALONG THE EAST LINE OF RENIGER COURT; THENCE S89°58'26"E, 199.29 FEET TO THE EAST LINE OF LOT 6; THENCE S00°15'20"E 50.00 FEET ALONG THE EAST LINE OF LOT 6; THENCE N89°49'17"E, 330.21 FEET TO THE EAST LINE OF SUPERVISOR'S PLAT NO. 1; THENCE S00°18'54"E (PLATTED AS S01°09"E), 700.00 FEET ALONG THE EAST LINE OF SUPERVISOR'S PLAT NO. 1 TO INTERMEDIATE TRAVERSE POINT "A", SAID POINT BEING N00°18'54"W, 21 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF THE RED CEDAR RIVER, THENCE ALONG AN INTERMEDIATE TRAVERSE LINE OF THE RED CEDAR RIVER, THE FOLLOWING 11 COURSES: 1) N58°27'06"W, 171.48 FEET; 2) S81°37'23"W, 249.48 FEET; 3) S86°28'57"W, 275.37 FEET; 4) S45°05'12"W, 407.42 FEET; 5) N77°13'57"W, 468.14 FEET; 6) N12°52'47"E, 254.73 FEET; 7) N41°48'43"W, 111.84 FEET; 8) S73°22'30"W, 113.60 FEET TO THE WEST LINE OF SECTION 13 AND THE EAST LINE OF SECTION 14, 9) S73°22'30"W, 156.18 FEET; 10) S51°08'46"W, 249.04 FEET; 11) N40°34'49"W, 269.00 FEET TO INTERMEDIATE TRAVERSE POINT "B", SAID POINT BEING N00°30'13"E, 43.6 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF THE RED CEDAR RIVER; THENCE N00°30'13"E, 190.00 FEET; THENCE N83°28'47"W, 555.00 FEET; THENCE S89°26'11"W, 305.00 FEET TO A POINT WHICH IS 24.75 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, ACCORDING TO THE PLAT OF URBANDALE AS RECORDED IN LIBER 4 OF PLATS, PAGE 49, INGHAM COUNTY RECORDS; THENCE N00°30'13"E, 608.40 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF CLIPPERT STREET AND PARALLEL WITH SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE; THENCE S89°51'10"E, 1279.97 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE TO THE POINT OF BEGINNING. INCLUDES THAT AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF THE RED CEDAR RIVER.

PARCEL DESCRIPTION AS TAKEN FROM ALTA/ACSM LAND TITLE SURVEY BY LSG ENGINEERS & SURVEYORS, DATED MAY 13, 2015.

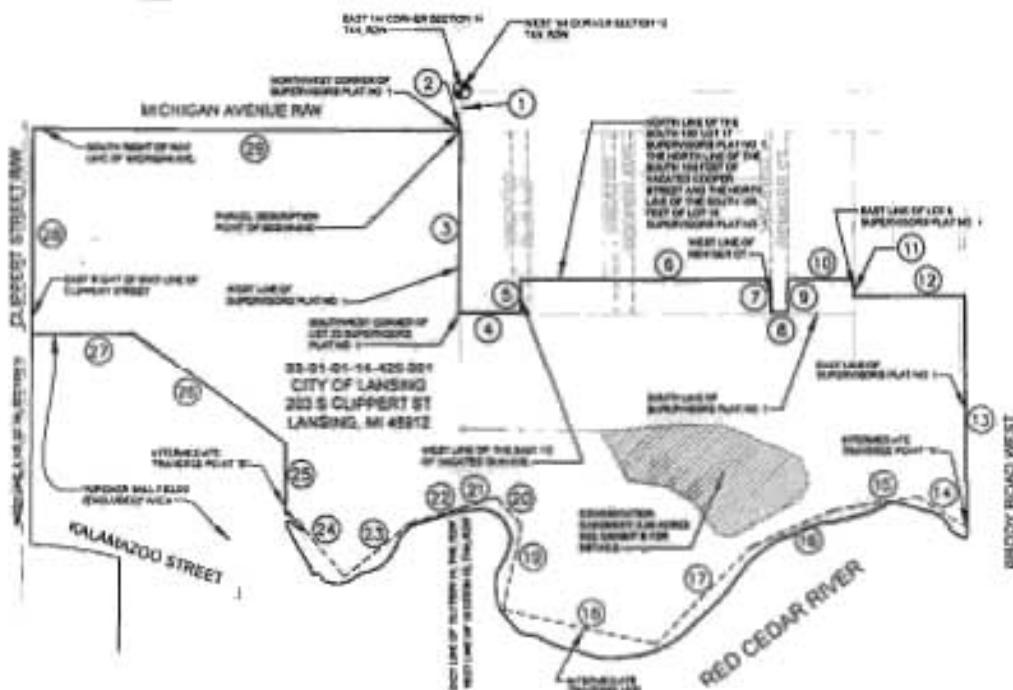
EXHIBIT "A"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933



LINE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
2	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
3	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
4	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
5	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
6	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
7	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
8	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
9	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
10	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
11	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
12	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
13	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
14	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
15	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
16	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
17	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
18	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
19	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
20	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
21	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
22	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
23	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
24	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
25	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
26	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
27	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'
28	S 89° 58' 12" W	111.04'	N 89° 58' 12" W	111.04'
29	N 89° 58' 12" W	111.04'	S 89° 58' 12" W	111.04'

LEGEND

= CONSERVATION EASEMENT AREA



Scale: 1"=100'

EXHIBIT "B"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933

CONSERVATION EASEMENT DESCRIPTION:

PART OF THE SOUTHWEST ONE QUARTER OF SECTION 13, TOWNSHIP 4 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN MORE PARTICULARLY DESCRIBED AS: COMMENCING AT A POINT ON THE WEST LINE OF SAID SECTION 13, SAID POINT LYING S 00°33'40" W 1016 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 13, THENCE S 89°26'20" E AT RIGHT ANGLES TO SAID WEST LINE OF SECTION 13, A DISTANCE OF 418 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT HEREIN DESCRIBED, THENCE EAST 48 FEET, THENCE N 84°48' E 209 FEET, THENCE S 87°48' E 119 FEET, THENCE S 66°48' E 245 FEET, THENCE S 20°48' E 72 FEET, THENCE S 28°05' W 60 FEET, THENCE S 61°17' W 234 FEET, THENCE N 79°33' W 40 FEET, THENCE N 37°13' W 120 FEET, THENCE N 60°00' W 92 FEET, THENCE N 81°18' W 119 FEET, THENCE N 29°19'13" W 169.74 FEET MORE OR LESS TO THE POINT OF BEGINNING.

CONTAINING 2.80 ACRES MORE OR LESS.

THE BASIS OF BEARINGS USED FOR THIS DESCRIPTION ASSUMES THE WEST LINE OF SECTION 13 TO BEAR S00°33'40"W AS TAKEN FROM ALTA/ACSM LAND TITLE SURVEY BY LSG ENGINEERS & SURVEYORS DATED MAY 13, 2015.

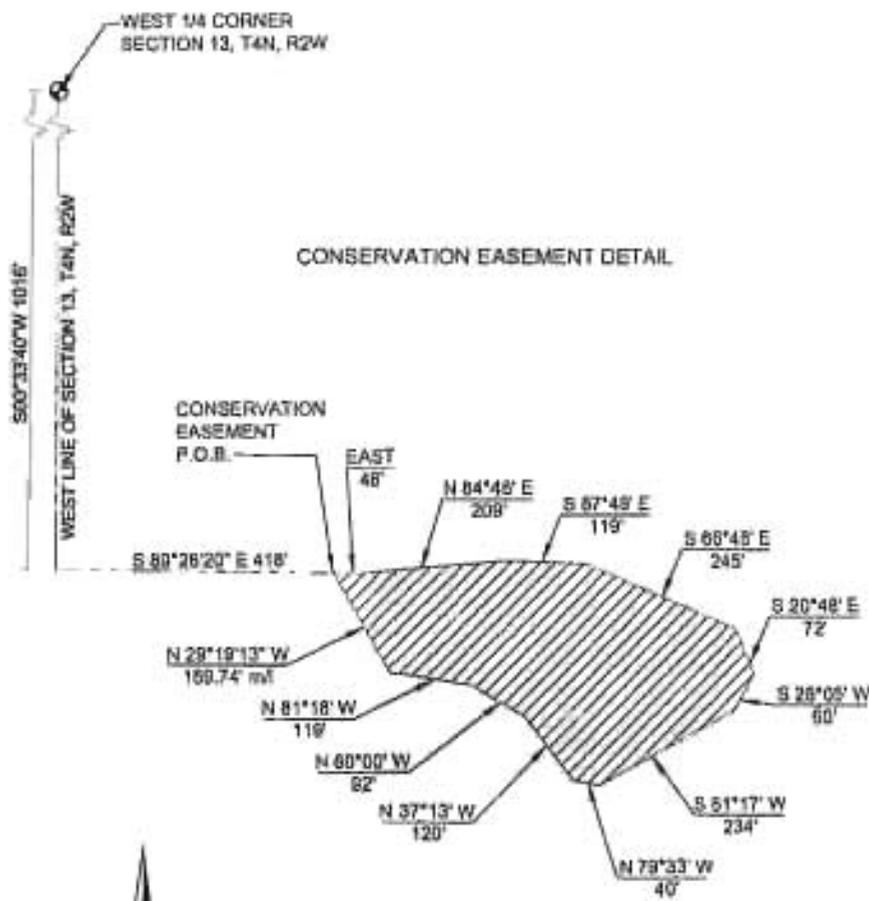
EXHIBIT "B"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933



Eng
ENGINEERS & ARCHITECTS

1583 Grand Oak Drive
Suite A100
Lansing, MI 48911
T: 817.297.1100
F: 817.297.4028
eng@a.com

EXHIBIT "D"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933

INGRESS / EGRESS AND ACCESS EASEMENT DESCRIPTION:

AN INGRESS/EGRESS AND ACCESS EASEMENT BY MEANS OF USING ANY EXISTING ROADS, DRIVEWAYS, PARKING AREAS, PATHS AND ANY AREAS NOT ENCUMBERED BY PRIVATE BUILDINGS OR PERMANENT STRUCTURES OVER ALL OF THE LANDS IN THE FOLLOWING DESCRIBED PARCEL:

SITUATED IN THE CITY OF LANSING, AND THE CITY OF EAST LANSING, COUNTY OF INGHAM AND STATE OF MICHIGAN:

PART OF LOTS 6, 15, 17, AND OUTLOT "A", ALSO PART OF CHURCH STREET, PART OF VACATED COOPER STREET AND PART OF VACATED OLIN AVENUE, SUPERVISORS PLAT NO. 1 AS RECORDED IN LIBER 12 OF PLATS, PAGE 27, INGHAM COUNTY RECORDS; ALSO ALL OF THE PLAT OF RIVERSIDE AS RECORDED IN LIBER 3 OF PLATS, PAGE 25, INGHAM COUNTY RECORDS; ALSO PART OF THE "PLAT OF THE SUBDIVISION ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14 AND ALL OF THAT PART OF SECTION 23 LYING NORTH OF THE CEDAR RIVER" ACCORDING TO THE TRUE COPY OF THE ORIGINAL RECORDED JUNE 13TH, 1856; ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 13 AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, T4N, R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT THE WEST 1/4 CORNER OF SECTION 13 ALSO BEING THE EAST 1/4 CORNER OF SECTION 14, T4N, R2W; THENCE S00°33'40"W, 119.50 FEET ALONG THE WEST LINE OF SECTION 13 AND THE EAST LINE OF SECTION 14 TO THE SOUTH LINE OF MICHIGAN AVENUE AND THE NORTH LINE OF LOT 19 OF SUPERVISOR'S PLAT NO. 1; THENCE S89°49'55"W, 1.85 FEET ALONG THE SOUTH LINE OF MICHIGAN AVENUE, TO THE NORTHWEST CORNER OF SUPERVISOR'S PLAT NO. 1 AND THE POINT OF BEGINNING OF FOLLOWING DESCRIBED PARCEL; THENCE S00°44'26"W (PLATTED AS SOUTH), 540.51 FEET ALONG THE WEST LINE OF SUPERVISOR'S PLAT NO. 1, TO THE SOUTHWEST CORNER OF LOT 23; THENCE S89°58'26"E (PLATTED AS N89°16"E), 182.80 FEET ALONG THE SOUTH LINE OF SUPERVISOR'S PLAT NO. 1; THENCE N00°22'22"W, 100.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF VACATED OLIN AVENUE; THENCE S89°58'26"E, 749.62 FEET ALONG THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 17, THE NORTH LINE OF THE SOUTH 100 FEET OF VACATED COOPER STREET AND THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 15 TO THE WEST LINE OF RENIGER COURT (PLATTED AS FREDRICK STREET); THENCE S00°18'28"E, 100.00 FEET ALONG THE WEST LINE OF RENIGER COURT TO THE SOUTHEAST CORNER OF LOT 15; THENCE S89°58'26"E (PLATTED AS N89°16"E), 50.00 FEET ALONG THE SOUTH LINE OF SUPERVISOR'S PLAT NO. 1 TO THE SOUTHWEST CORNER OF LOT 6; THENCE N00°18'28"W, 100.00 FEET ALONG THE EAST LINE OF RENIGER COURT; THENCE S89°58'26"E, 199.29 FEET TO THE EAST LINE OF LOT 6; THENCE S00°15'20"E 50.00 FEET ALONG THE EAST LINE OF LOT 6; THENCE N89°49'17"E, 330.21 FEET TO THE EAST LINE OF SUPERVISOR'S PLAT NO. 1; THENCE S00°16'54"E (PLATTED AS S01°09"E), 700.00 FEET ALONG THE EAST LINE OF SUPERVISOR'S PLAT NO. 1 TO INTERMEDIATE TRAVERSE POINT "A", SAID POINT BEING N00°16'54"W, 21 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF THE RED CEDAR RIVER; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE OF THE RED CEDAR RIVER, THE FOLLOWING 11 COURSES: 1) N58°27'08"W, 171.48 FEET; 2) S81°37'23"W, 249.48 FEET; 3) S66°28'57"W, 275.37 FEET; 4) S45°05'12"W, 407.42 FEET; 5) N77°13'57"W, 468.14 FEET; 6) N12°52'47"E, 254.73 FEET; 7) N41°46'43"W, 111.64 FEET; 8) S73°22'30"W, 113.60 FEET TO THE WEST LINE OF SECTION 13 AND THE EAST LINE OF SECTION 14, 9) S73°22'30"W, 156.18 FEET; 10) S51°08'46"W, 249.04 FEET; 11) N40°34'49"W, 269.03 FEET TO INTERMEDIATE TRAVERSE POINT "B", SAID POINT BEING N00°30'13"E, 43.5 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF THE RED CEDAR RIVER; THENCE N00°30'13"E, 190.00 FEET; THENCE N53°29'47"W, 565.00 FEET; THENCE S89°26'11"W, 305.00 FEET TO A POINT WHICH IS 24.75 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, ACCORDING TO THE PLAT OF URBANDALE AS RECORDED IN LIBER 4 OF PLATS, PAGE 49, INGHAM COUNTY RECORDS; THENCE N00°30'13"E, 608.40 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF CLIPPERT STREET AND PARALLEL WITH SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE; THENCE S89°51'10"E, 1279.97 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE TO THE POINT OF BEGINNING. INCLUDES THAT AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF THE RED CEDAR RIVER.

PARCEL DESCRIPTION AS TAKEN FROM ALTA/ACSM LAND TITLE SURVEY BY LSG ENGINEERS & SURVEYORS, DATED MAY 13, 2016.



4063 Grand Oak Drive
Suite A109
Lansing, MI 48911
T: 317.567.1100
F: 317.567.0333
eng@aol.com

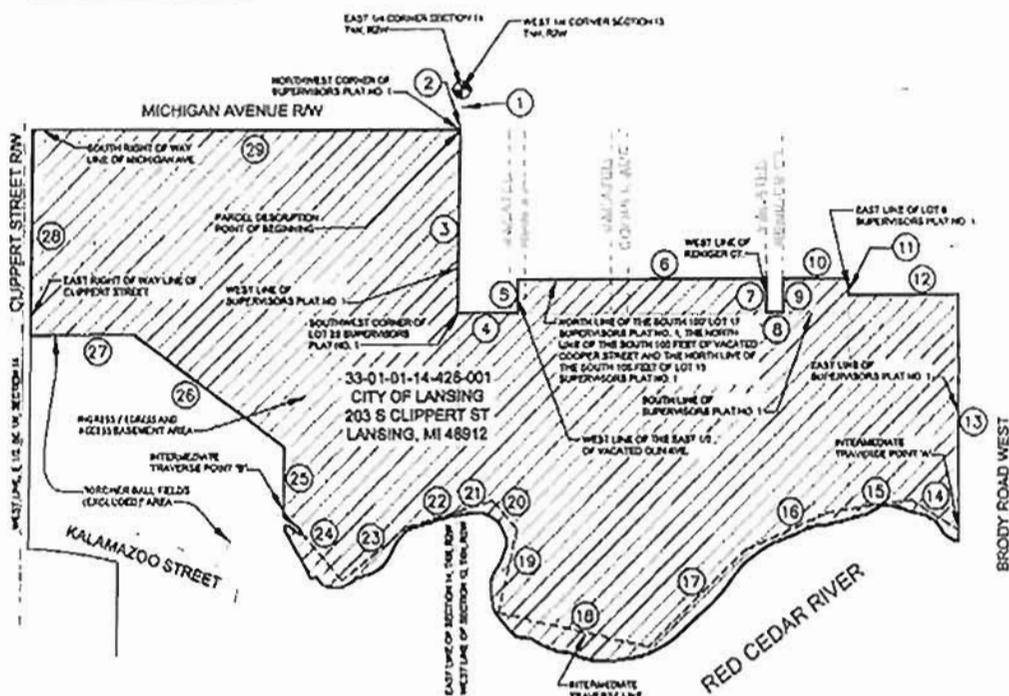
EXHIBIT "D"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933



LINE	BEARING/LENGTH	LINE	BEARING/LENGTH
01	S00°33'40" W, 119.50'	20	N41°46'43" W, 111.64'
02	S88°49'50" W, 1.85'	21	S73°22'30" W, 113.60'
03	S00°44'26" W, 540.41'	22	S73°22'30" W, 156.18'
04	R02°38'20" E, 185.00'	23	S51°58'46" W, 248.01'
05	N00°27'32" W, 100.00'	24	N40°34'48" N, 769.03'
06	S83°26'26" E, 743.42'	25	N60°30'13" E, 150.00'
07	S63°18'28" E, 193.00'	26	N03°29'47" W, 582.50'
08	S49°58'28" E, 65.00'	27	S89°28'11" W, 305.00'
09	E25°52'28" N, 180.00'	28	N66°36'13" E, 608.40'
10	S88°58'24" E, 180.00'	29	S82°51'01" E, 1279.92'
11	S05°18'20" E, 82.00'		
12	N89°49'17" E, 330.71'		
13	S02°16'54" E, 705.00'		
14	N48°57'06" W, 171.48'		
15	S81°37'23" W, 249.48'		
16	S66°26'52" W, 275.37'		
17	S45°05'12" W, 407.42'		
18	N77°13'57" W, 408.14'		
19	N12°55'47" E, 254.13'		

LEGEND

= INGRESS / EGRESS AND ACCESS EASEMENT AREA



SCALE: 1"=100'

2. Ranney Park: Proposed Drain Easement for Montgomery
Drain

DRAIN EASEMENT FOR MONTGOMERY DRAIN
(Portion of Ranney Park)

For and in consideration of Zero and (No/100) Dollars and prospective benefits to be derived from the establishment, construction, operation, maintenance and improvement of the Montgomery Drain, a county drain under the supervision of the Ingham County Drain Commissioner, whose address is 707 Buhl, Mason, Michigan 48854;

The City of Lansing, a Michigan municipal corporation, whose address is 124 West Michigan Avenue, Lansing, Michigan 48933, who is the owner of land known as Parcel No. 33-01-01-14-226-061 (hereafter "Landowner"), now conveys, warrants and releases to the Montgomery Drain Drainage District ("Drainage District") an easement over a portion of said Parcel, which is commonly referred to as Ranney Park, for purposes of establishment, construction, operation, maintenance and improvement of said Montgomery Drain. The easement is described and depicted in the attached Exhibit A ("Easement Area"). This Easement Area is an expansion of an easement previously granted to the Drainage District, which pre-existing easement remains in full force and effect.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District an easement over the Easement Area for the uses and purposes of drainage with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

Non-movable or permanent structures shall not be constructed by Landowner, its agents, employees, or contractors within the specific limits of the Easement Area. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over the Easement Area for the clearing of the Easement Area and the spreading and/or removal of spoil and excavated materials.

This conveyance includes a release of any and all damages or claims arising out of the easement herein granted, or because of the establishment, construction, operation, maintenance and improvement of the Drain.

This Easement shall be binding upon Landowner and the Montgomery Drain Drainage District, and their assigns, successors in interest and successors in office, and be deemed to run with the land in perpetuity.

Exempt pursuant to MCL 207.505(a) and MCL 207.526(a).

CITY OF LANSING:

Dated: _____
Virg Bernero, Mayor

As approved by the City Council on _____, 2016.

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2016, by Virg Bernero, Mayor of the City of Lansing.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Ingham

Approved as to form only:

Lansing City Attorney's Office

**MONTGOMERY DRAIN
DRAINAGE DISTRICT:**

Dated: _____
Patrick E. Lindemann
Ingham County Drain Commissioner

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me on the ____ day of _____, 2016, by Patrick E. Lindemann, Ingham County Drain Commissioner, on behalf of the Montgomery Drain Drainage District.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Drafted By/When Recorded Return To:
Patrick E. Lindemann
Ingham County Drain Commissioner
707 Buhl, Mason, MI 48854

EXHIBIT "A"

PARCEL NUMBER: 33-01-01-14-226-061

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 3201 E MICHIGAN AVE, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933

PARCEL DESCRIPTION:

THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWN 4 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN.

EASEMENT DESCRIPTION:

THE EAST 1/4 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWN 4 NORTH, RANGE 2 WEST, CITY OF LANSING, INGHAM COUNTY, MICHIGAN LYING SOUTH OF SAGINAW STREET RIGHT OF WAY AND EXCEPT THE SOUTH 1085 FEET THEREOF.

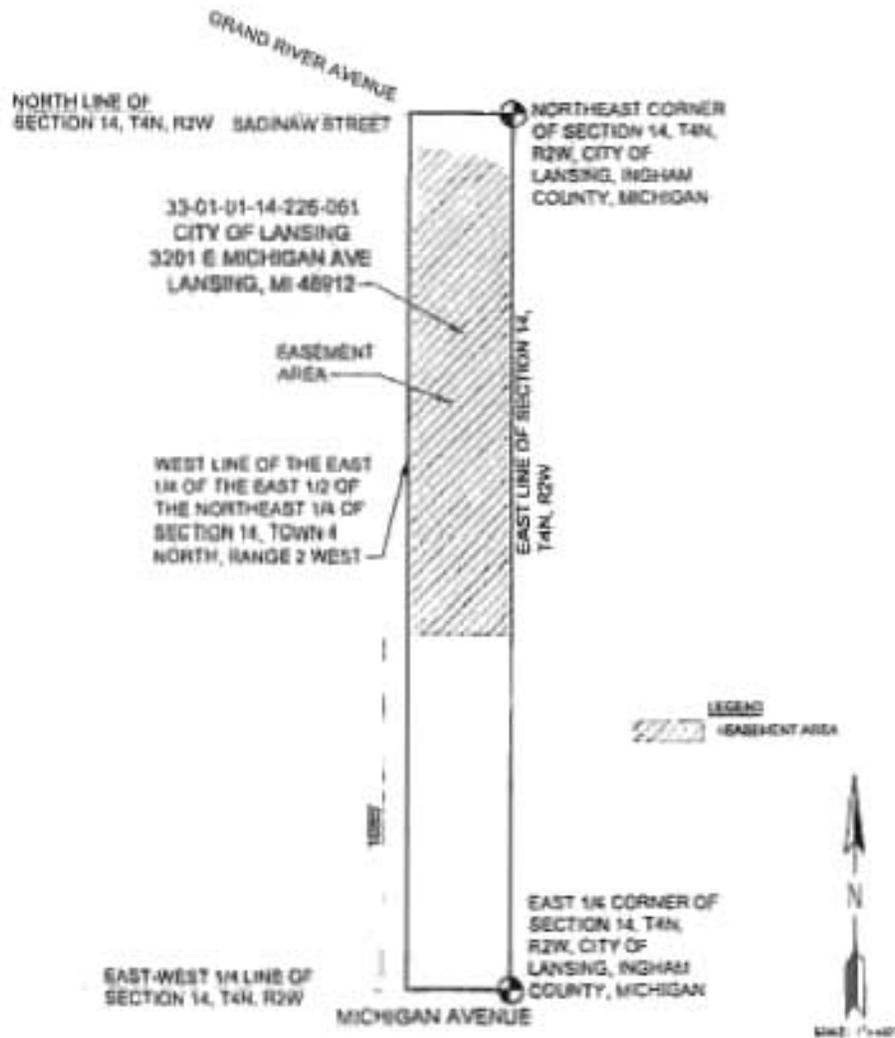
EXHIBIT "A"

PARCEL NUMBER: 33-01-01-14-226-061

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 3201 E MICHIGAN AVE, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933



DRAIN EASEMENT FOR MONTGOMERY DRAIN
(Portion of Red Cedar Park)

For and in consideration of Zero and (No/100) Dollars and prospective benefits to be derived from the establishment, construction, operation, maintenance and improvement of the Montgomery Drain, a county drain under the supervision of the Ingham County Drain Commissioner, whose address is 707 Buhl, Mason, Michigan 48854;

The City of Lansing, a Michigan municipal corporation, whose address is 124 West Michigan Avenue, Lansing, Michigan 48933, who is the owner of land known as Parcel No. 33-01-01-14-426-001 (hereafter "Landowner"), now conveys, warrants and releases to the Montgomery Drain Drainage District ("Drainage District") an easement over a portion of said Parcel, which is commonly referred to as Red Cedar Park, for purposes of establishment, construction, operation, maintenance and improvement of said Montgomery Drain. The easement is described and depicted in the attached Exhibit A ("Easement Area"). This Easement Area is an expansion of an easement previously granted to the Drainage District, which pre-existing easement remains in full force and effect.

This conveyance shall be deemed a sufficient conveyance to vest in the Drainage District an easement over the Easement Area for the uses and purposes of drainage with such rights of entry upon, passage over, storing of equipment and materials including excavated earth as may be necessary or useful for the establishment, construction, operation, maintenance and improvement of said Drain.

Non-movable or permanent structures shall not be constructed by Landowner, its agents, employees, or contractors within the specific limits of the Easement Area. This conveyance shall also be deemed sufficient to vest in the Drainage District an easement over the Easement Area for the clearing of the Easement Area and the spreading and/or removal of spoil and excavated materials.

This conveyance includes a release of any and all damages or claims arising out of the easement herein granted, or because of the establishment, construction, operation, maintenance and improvement of the Drain.

This Easement shall be binding upon Landowner and the Montgomery Drain Drainage District, and their assigns, successors in interest and successors in office, and be deemed to run with the land in perpetuity.

Exempt pursuant to MCL 207.505(a) and MCL 207.526(a).

CITY OF LANSING:

Dated: _____
Virg Bernero, Mayor

As approved by the City Council on _____, 2016.

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me on the ___ day of _____, 2016,
by Virg Bernero, Mayor of the City of Lansing.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of Ingham

Approved as to form only:

Lansing City Attorney's Office

**MONTGOMERY DRAIN
DRAINAGE DISTRICT:**

Dated: _____
Patrick E. Lindemann
Ingham County Drain Commissioner

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

The foregoing instrument was acknowledged before me on the ___ day of _____,
2016, by Patrick E. Lindemann, Ingham County Drain Commissioner, on behalf of the
Montgomery Drain Drainage District.

Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

Drafted By/When Recorded Return To:
Patrick E. Lindemann
Ingham County Drain Commissioner
707 Buhl, Mason, MI 48854

EXHIBIT "A"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933

EASEMENT DESCRIPTION:

AN EASEMENT OVER ALL OF THE LANDS IN THE FOLLOWING DESCRIBED PARCEL:

SITUATED IN THE CITY OF LANSING, AND THE CITY OF EAST LANSING, COUNTY OF INGHAM AND STATE OF MICHIGAN:

PART OF LOTS 6, 15, 17, AND OUTLOT "A", ALSO PART OF CHURCH STREET, PART OF VACATED COOPER STREET AND PART OF VACATED OLIN AVENUE, SUPERVISORS PLAT NO. 1 AS RECORDED IN LIBER 12 OF PLATS, PAGE 27, INGHAM COUNTY RECORDS; ALSO ALL OF THE PLAT OF RIVERSIDE AS RECORDED IN LIBER 3 OF PLATS, PAGE 25, INGHAM COUNTY RECORDS; ALSO PART OF THE "PLAT OF THE SUBDIVISION ALL THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14 AND ALL OF THAT PART OF SECTION 23 LYING NORTH OF THE CEDAR RIVER" ACCORDING TO THE TRUE COPY OF THE ORIGINAL RECORDED JUNE 13TH, 1856; ALSO PART OF THE SOUTHWEST 1/4 OF SECTION 13 AND PART OF THE SOUTHEAST 1/4 OF SECTION 14, T4N, R2W, CITY OF LANSING, INGHAM COUNTY, MICHIGAN, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SECTION 13 ALSO BEING THE EAST 1/4 CORNER OF SECTION 14, T4N, R2W; THENCE S00°33'40"W, 119.50 FEET ALONG THE WEST LINE OF SECTION 13 AND THE EAST LINE OF SECTION 14 TO THE SOUTH LINE OF MICHIGAN AVENUE AND THE NORTH LINE OF LOT 19 OF SUPERVISOR'S PLAT NO. 1; THENCE S89°49'55"W, 1.85 FEET ALONG THE SOUTH LINE OF MICHIGAN AVENUE, TO THE NORTHWEST CORNER OF SUPERVISOR'S PLAT NO. 1 AND THE POINT OF BEGINNING OF FOLLOWING DESCRIBED PARCEL; THENCE S00°44'26"W (PLATTED AS SOUTH), 540.51 FEET ALONG THE WEST LINE OF SUPERVISOR'S PLAT NO. 1, TO THE SOUTHWEST CORNER OF LOT 23; THENCE S89°58'26"E (PLATTED AS N89°15"E), 182.50 FEET ALONG THE SOUTH LINE OF SUPERVISOR'S PLAT NO. 1; THENCE N00°22'22"W, 100.00 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF VACATED OLIN AVENUE; THENCE S89°58'26"E, 749.52 FEET ALONG THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 17, THE NORTH LINE OF THE SOUTH 100 FEET OF VACATED COOPER STREET AND THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 16 TO THE WEST LINE OF RENIGER COURT (PLATTED AS FREDRICK STREET); THENCE S00°18'20"E, 100.00 FEET ALONG THE WEST LINE OF RENIGER COURT TO THE SOUTHWEST CORNER OF LOT 15; THENCE S89°58'26"E (PLATTED AS N89°15"E), 50.00 FEET ALONG THE SOUTH LINE OF SUPERVISOR'S PLAT NO. 1 TO THE SOUTHWEST CORNER OF LOT 6; THENCE N00°18'28"W, 100.00 FEET ALONG THE EAST LINE OF RENIGER COURT; THENCE S89°58'26"E, 189.29 FEET TO THE EAST LINE OF LOT 6; THENCE S00°15'20"E 50.00 FEET ALONG THE EAST LINE OF LOT 6; THENCE N89°49'17"E, 330.21 FEET TO THE EAST LINE OF SUPERVISOR'S PLAT NO. 1; THENCE S00°16'54"E (PLATTED AS S01°09"E), 700.00 FEET ALONG THE EAST LINE OF SUPERVISOR'S PLAT NO. 1 TO INTERMEDIATE TRAVERSE POINT "A", SAID POINT BEING N00°16'54"W, 21 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF THE RED CEDAR RIVER; THENCE ALONG AN INTERMEDIATE TRAVERSE LINE OF THE RED CEDAR RIVER, THE FOLLOWING 11 COURSES: 1) N58°27'08"W, 171.48 FEET; 2) S81°37'23"W, 249.48 FEET; 3) S88°28'57"W, 275.37 FEET; 4) S45°05'12"W, 407.42 FEET; 5) N77°13'57"W, 488.14 FEET; 6) N12°52'47"E, 254.73 FEET; 7) N41°48'43"W, 111.64 FEET; 8) S73°22'30"W, 113.60 FEET TO THE WEST LINE OF SECTION 13 AND THE EAST LINE OF SECTION 14, 9) S73°22'30"W, 158.18 FEET; 10) S51°08'46"W, 249.04 FEET; 11) N40°34'49"W, 269.03 FEET TO INTERMEDIATE TRAVERSE POINT "B", SAID POINT BEING N00°30'13"E, 43.5 FEET, MORE OR LESS, FROM THE WATER'S EDGE OF THE RED CEDAR RIVER; THENCE N00°30'13"E, 190.00 FEET; THENCE N53°29'47"W, 665.00 FEET; THENCE S89°26'11"W, 305.00 FEET TO A POINT WHICH IS 24.75 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 14, ACCORDING TO THE PLAT OF URBANDALE AS RECORDED IN LIBER 4 OF PLATS, PAGE 49, INGHAM COUNTY RECORDS; THENCE N00°30'13"E, 608.40 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF CLIPPERT STREET AND PARALLEL WITH SAID WEST LINE TO THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE; THENCE S89°51'10"E, 1270.97 FEET ALONG THE SOUTH RIGHT-OF-WAY LINE OF MICHIGAN AVENUE TO THE POINT OF BEGINNING, INCLUDES THAT AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE OF THE RED CEDAR RIVER.

PARCEL DESCRIPTION AS TAKEN FROM ALTAVACSM LAND TITLE SURVEY BY LSG ENGINEERS & SURVEYORS, DATED MAY 13, 2019.



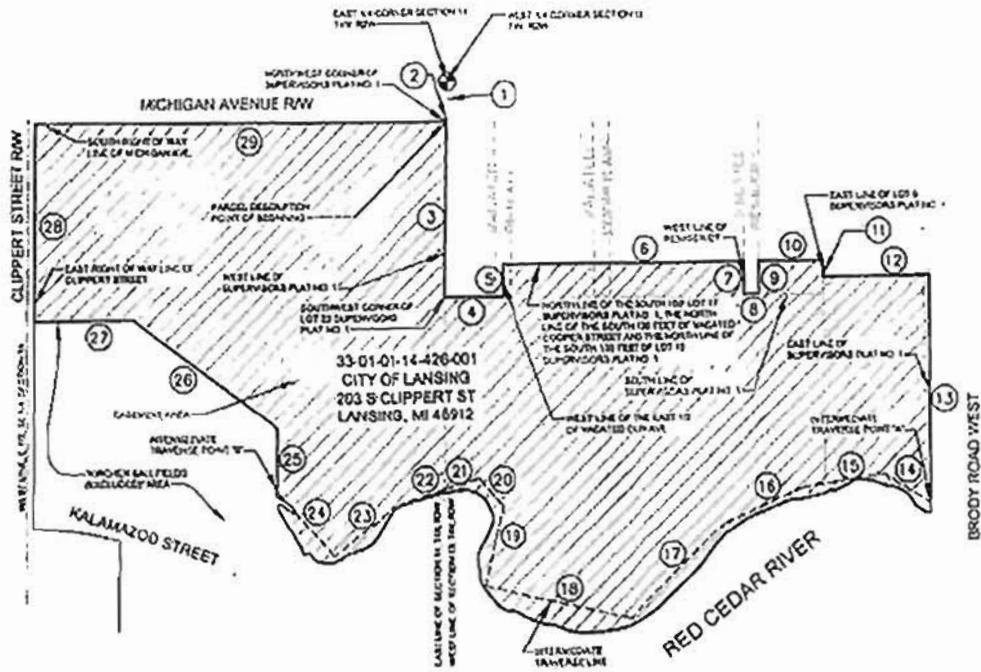
EXHIBIT "A"

PARCEL NUMBER: PORTION OF 33-01-01-14-426-001

OWNER: CITY OF LANSING

PROPERTY ADDRESS: 203 S CLIPPERT ST, LANSING, MI 48912

OWNER'S ADDRESS: 124 WEST MICHIGAN AVENUE, LANSING, MICHIGAN 48933



NO.	BEARING	DIST.	NO.	BEARING	DIST.
1	S 89° 46' 43" W	115.50	1	S 89° 46' 43" W	115.50
2	S 89° 46' 43" W	115.50	2	S 89° 46' 43" W	115.50
3	S 89° 46' 43" W	115.50	3	S 89° 46' 43" W	115.50
4	S 89° 46' 43" W	115.50	4	S 89° 46' 43" W	115.50
5	S 89° 46' 43" W	115.50	5	S 89° 46' 43" W	115.50
6	S 89° 46' 43" W	115.50	6	S 89° 46' 43" W	115.50
7	S 89° 46' 43" W	115.50	7	S 89° 46' 43" W	115.50
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9	S 89° 46' 43" W	115.50	9	S 89° 46' 43" W	115.50
10	S 89° 46' 43" W	115.50	10	S 89° 46' 43" W	115.50
11	S 89° 46' 43" W	115.50	11	S 89° 46' 43" W	115.50
12	S 89° 46' 43" W	115.50	12	S 89° 46' 43" W	115.50
13	S 89° 46' 43" W	115.50	13	S 89° 46' 43" W	115.50
14	S 89° 46' 43" W	115.50	14	S 89° 46' 43" W	115.50
15	S 89° 46' 43" W	115.50	15	S 89° 46' 43" W	115.50
16	S 89° 46' 43" W	115.50	16	S 89° 46' 43" W	115.50
17	S 89° 46' 43" W	115.50	17	S 89° 46' 43" W	115.50
18	S 89° 46' 43" W	115.50	18	S 89° 46' 43" W	115.50
19	S 89° 46' 43" W	115.50	19	S 89° 46' 43" W	115.50
20	S 89° 46' 43" W	115.50	20	S 89° 46' 43" W	115.50
21	S 89° 46' 43" W	115.50	21	S 89° 46' 43" W	115.50
22	S 89° 46' 43" W	115.50	22	S 89° 46' 43" W	115.50
23	S 89° 46' 43" W	115.50	23	S 89° 46' 43" W	115.50
24	S 89° 46' 43" W	115.50	24	S 89° 46' 43" W	115.50
25	S 89° 46' 43" W	115.50	25	S 89° 46' 43" W	115.50
26	S 89° 46' 43" W	115.50	26	S 89° 46' 43" W	115.50
27	S 89° 46' 43" W	115.50	27	S 89° 46' 43" W	115.50
28	S 89° 46' 43" W	115.50	28	S 89° 46' 43" W	115.50
29	S 89° 46' 43" W	115.50	29	S 89° 46' 43" W	115.50

LEGEND
 = EASEMENT AREA



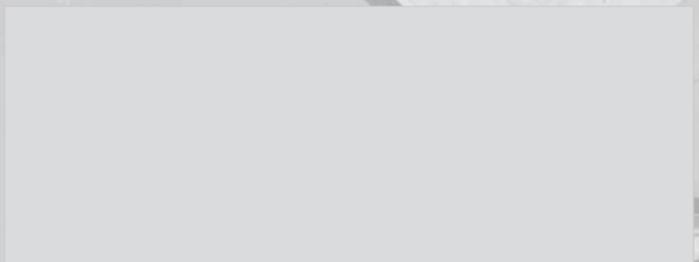


FRANDOR SHOPPING CENTER

INGHAM COUNTY DRAIN COMMISSIONER PATRICK E. LINDEMANN

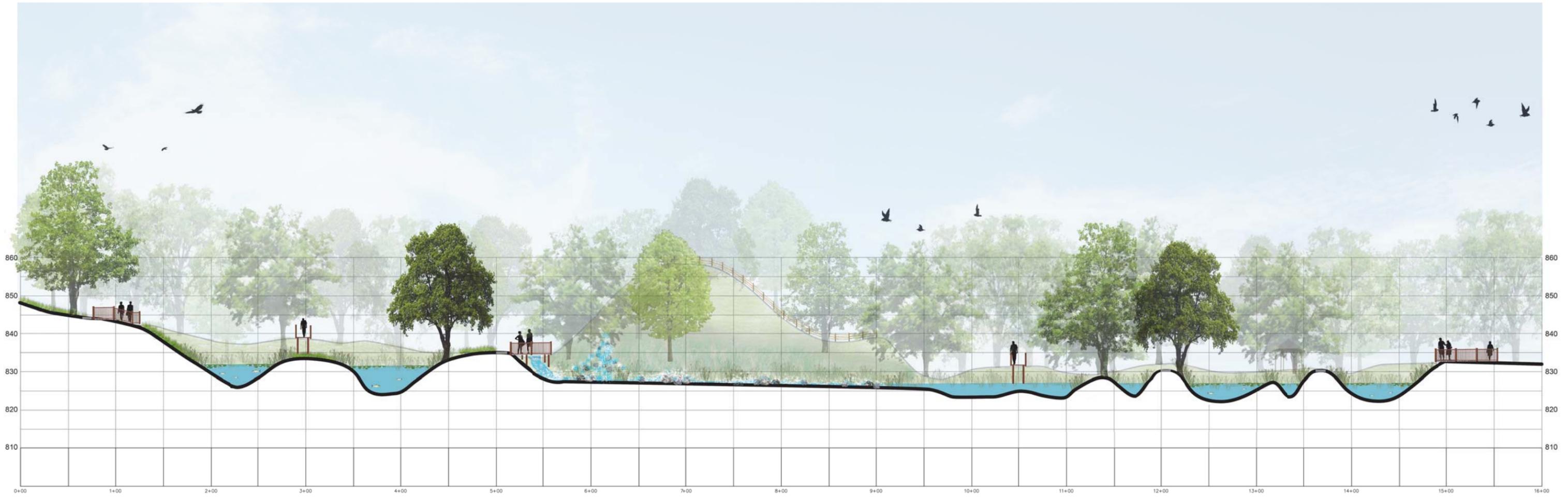
MONTGOMERY DRAIN - RANNEY PARK CONCEPTUAL PLAN

FEBRUARY 2016









INGHAM COUNTY DRAIN COMMISSIONER PATRICK E. LINDEMANN

MONTGOMERY DRAIN - RANNEY PARK CROSS-SECTION

FEBRUARY 2016



INGHAM COUNTY DRAIN COMMISSIONER PATRICK E. LINDEMANN
MONTGOMERY DRAIN CONCEPTUAL SITE PLAN
FEBRUARY 2016



CITY COUNCIL

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BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, on March 4, 2016 City Attorney Janene McIntyre left employment with the City of Lansing; and

WHEREAS, the Mayor has nominated Deputy City Attorney F. Joseph Abood to be Interim City Attorney; and

WHEREAS, the Lansing City Council confirms the Interim City Attorney for a period not to exceed two (2) months, while a search is conducted for a permanent City Attorney replacement.

BE IT RESOLVED that the Lansing City Council hereby confirms the appointment of F. Joseph Abood as Interim City Attorney, effective 12:01 a.m. March 29th, 2016 for a period not to exceed 12:01 a.m. May 28, 2016 and to end sooner and immediately upon appointment and confirmation of a permanent replacement during that period.



Virg Bernero, Mayor

City of Lansing
Inter-Departmental
Memorandum



To: Virg Bernero, Mayor

From: Bob Johnson, Planning Director

Subject: Resolution— Setting Public Hearing for 5-Year Consolidated Plan— Community Development Fund Resources—Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG)

Date: 3-17-16

Please forward this resolution to City Council for placement on the Agenda.

If you have any questions, or need additional information, please give me a call.

Attachments



OFFICE OF THE MAYOR

9th Floor, City Hall
124 W. Michigan Avenue
Lansing, Michigan 48933-1694
(517) 483-4141 (voice)
(517) 483-4479 (TDD)
(517) 483-6066 (Fax)

Virg Bernero, Mayor

TO: City Council President Judi Brown Clarke and Councilmembers

FROM: Mayor Virg Bernero

DATE: 3-17-16

RE: Resolution— Setting Public Hearing for 5-Year Consolidated Plan— Community Development Fund Resources—Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG)

The attached correspondence is forwarded for your review and appropriate action.

VB/rh
Attachment

March 9, 2016

Honorable Mayor Virg Bernero
Ninth Floor City Hall
Lansing, MI 48933-1694

Dear Mayor Bernero:

RE: Proposed Program Objectives and Projected Use of Federal Funds
Five-Year Consolidated Plan, 2016-2021
Annual Action Plan FY 2017 (July 1, 2016-June 30, 2017)

The Lansing Planning Board, at their meeting on February 2, 2016 voted unanimously (4-0) to recommend approval of the Statement of Proposed Program Objectives and Projected Use of Community Development Fund Resources for the Five-Year Consolidated Plan, 2016-2021 and Annual Action Plan FY 2017 (July 1, 2016-June 30, 2017). A copy of the statement is attached for your review, which identifies the activities to be undertaken by the City using Community Development Block Grant (CDBG), HOME Program and ESG (Emergency Solutions Grant) Program Funds commencing July 1, 2016.

During this process, several community forums were held to gather input on housing and community development needs. In addition, there was an online survey posted on the City's website to gather additional input. Also, in accordance with the Citizen Participation Plan, several public hearings are conducted.

The first public hearing was held on December 1, 2015 before the Planning Board to receive public comments about housing and community development needs. The minutes of the public hearing are attached to this letter for your information. Two participants expressed the need for additional affordable housing for senior citizens with the housing option to "age in place" In addition, there is a need for home repair services for senior citizens as well as other low and moderate income people on fixed income. Also, there is a need for housing with supportive services for persons with mental illnesses.

The second of three public hearings regarding the federal funding allocations was held on February 2, 2016. There were six participants speaking. Of that number, five (5) participants thanked the Board for their past and continued support of CDBG, HOME and ESG dollars. Some of the issues addressed included the following: Support of home repair services for low to moderate income persons, assisting persons with obtaining housing and supportive services, and the need for affordable housing. One of the participants inquired about the overall funding process which was explained.

The last hearing will be held before the City Council on April 11, 2016. In addition to the hearings, a public notice in the Lansing City Pulse will be the final opportunity for public comments on the *draft* Consolidated/Annual Action Plan which will be solicited for a thirty (30) day period from March 17-April 15, 2016.

The Consolidated /Annual Action Plan, which is the City's planning document and application for these programs, must be submitted to the Department of Housing and Urban Development by May 14, 2016.

The proposed use of funds is based on goals and objectives established for each of the three (3) programs, and reflects needs identified and commitments made relative to housing, homeless services, economic development, weatherization, public improvements and other community development activities. The allocation for public services is limited to 15% of the estimated Community Development Block Grant. The allocations for administration, planning and urban design and project operations are staff and operating costs related to delivery of not only the CDBG, HOME and Emergency Solutions Grant Programs, but other State and Federal Programs as well. Community Development Block Grant, HOME grant and Emergency Solutions Grant federal funds in the amount of \$2,592,030 will be budgeted as proposed in the attached for the next fiscal year.

The Planning Board recommends that the Mayor and City Council adopt the Proposed Program Objectives, Goals and Projected Use of Community Development Fund Resources as part of the budget for Fiscal Year 2016-2017 for the City of Lansing. The recommendation was made by unanimous vote at the February 2, 2016 Planning Board meeting. Attached for your information are copies of the minutes of the public hearings on December 1, 2015 and February 2, 2016.

Please forward this information to the members of the City Council.

SUMMARY - FUNDING ALLOCATIONS
FIVE -YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 -6/30/21)
ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)

CITY OF LANSING COMMUNITY DEVELOPMENT OBJECTIVES

The primary objective of Lansing's Housing and Community Development Program is the development of a viable community which will provide standard housing in a suitable living environment, principally to benefit low and moderate income persons, preserve and expand existing businesses and industries, and create an atmosphere conducive to stability in neighborhoods. Specific objectives are enumerated as follows:

- a. Provide standard housing in a suitable living environment through rehabilitation, new construction and improvement of the housing stock primarily in CDBG eligible neighborhoods and in specifically designated housing target areas.
- b. Provide housing counseling and assistance that will benefit low and moderate-income households.
- c. Promote home ownership for low and moderate-income households and promote deconcentration of poverty.
- d. Maintain at current levels the number of public and assisted housing units available to low and moderate-income households.
- e. Provide homeless prevention assistance, emergency shelter, re-housing assistance and supportive human services for people with special needs, people who are homeless and those at risk of becoming homeless.
- f. Provide assistance for permanent supportive housing and human services for low and moderate income households with a history of chronic homelessness, including those with special needs.
- g. Promote economic opportunity for low and moderate-income individuals by facilitating economic development, providing employment opportunity, sponsoring job training, supporting business development, micro-enterprise lending and business or financial educational programs and initiatives.
- h. Promote economic development to provide jobs, business services and shopping opportunities for residents located in CDBG eligible areas.
- i. Provide community and neighborhood services, recreational opportunities and public facilities and promote neighborhood social cohesion to improve the quality of life in CDBG eligible neighborhoods.
- j. Increase security and safety in neighborhoods by supporting public safety and crime prevention initiatives, public educational programs and citizens' awareness in CDBG eligible areas.
- k. Improve the city's transportation, public facilities and infrastructure systems in CDBG eligible areas.

- i. Protect and improve the city's physical environment, including preventing or eliminating blight, removing lead or other safety hazards, preserving historic resources, mitigating flood hazards, promoting healthy housing and improving energy fitness in housing occupied by low and moderate-income households.
- m. Promote fair housing objectives.
- n. Provide affordable housing and economic development that benefits low and moderate income people in the context of mixed use development along transit corridors.

**PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT
 ACTIVITIES AND USE OF FUNDS
 FIVE –YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 -6/30/21)
 ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)**

CDBG Single-family, Owner-Occupied Rehab Program/Public Improvements

Includes loans and grants for rehabilitation of owner-occupied housing units through city sponsored programs, and in conjunction with affordable housing efforts sponsored by nonprofit housing corporations and other state and federal agencies. Includes funds to meet lead hazard reduction regulations in rehabilitated structures, funds to assist in emergency housing rehabilitation, market analysis activities and technical assistance to nonprofit housing corporations, contractors, and low- and moderate-income households. Includes loans and grants for owner-occupied single-family units through city sponsored programs, loans to rehabilitate historic homes in conjunction with rehabilitation of the unit, and loans or grants for ramps, hazard remediation or weatherization. Includes staff, office space, technical assistance, training and other direct project costs associated with delivery of Community Development Block Grant, HOME, Emergency Solutions Grant and other State and Federal Programs. 18 housing units estimated. Additional units may be completed with prior year funds.

General street, sidewalk, water/sewer improvements, including assistance to income eligible owner-occupants or those in CDBG-eligible areas for special assessments related to new improvements. Includes improvements to neighborhood parks, recreational facilities; public neighborhood, medical and community facilities in CDBG priority areas. Some improvements may be made with prior years' funds

Five-Year Consolidated Plan	\$5,119,985
Annual Action Plan	\$1,023,997

CDBG Rental Rehab Program/Weatherization

Includes loans and grants for rehabilitation of rental housing units through city sponsored programs. Includes funds to meet healthy housing standards and/or lead hazard reduction regulations in rehabilitated structures. 6 units estimated.

Includes financing of an Energy Fitness Program and/or Energy Optimization Program to benefit low and moderate-income households, 54 housing units estimated with current funding. Additional units may be completed with prior year funds

Five-Year Consolidated Plan	\$250,000
Annual Action Plan	\$ 50,000

Acquisition

Includes acquisition, maintenance and security of properties acquired through programs, and activities related to acquisition, disposition, relocation and clearance of dilapidated structures. Funds may also be used to acquire properties in the flood plain. Includes staff time associated with this activity. 1 housing unit estimated. Prior year funds may be used.

Five-Year Consolidated Plan	\$ 5,000
Annual Action Plan	\$ 1,000

Public Services (limited to 15%)

Includes homeownership counseling, education, neighborhood counseling, youth and senior programs, neighborhood clean-ups, community gardens, home repair classes, tool lending programs, employment training, and community safety. Services are for low- and moderate-income individuals and/or those in CDBG-eligible areas located within the Lansing city limits.

Five-Year Consolidated Plan	\$ 1,389,295
Annual Action Plan	\$ 277,859

Economic Development

Loans, technical assistance and training to low- and moderate-income owners of and persons developing micro-enterprises within or planning to locate within the Lansing city limits. (A micro-enterprise is a business with five or fewer employees, including the owner(s).) Estimate 8 people trained and 4 loans issued. Prior year funds may be used.

Technical assistance to individuals and for-profit businesses including workshops, technology assistance, façade improvement loans/grants, market analysis, business promotion, referrals for the attraction of new business and expansion of existing business within CDBG-eligible areas of Lansing. Estimate 36 individuals and 4 businesses assisted.

Creation of jobs to benefit low and moderate-income city of Lansing residents. Estimate 3 jobs

Five-Year Consolidated Plan	\$645,300
Annual Action Plan	\$129,060

CDBG General Administration (limited to 20%)

Includes staff and other costs associated with preparation of required Consolidated Planning documents, environmental clearances, fair housing activities and citizen participation activities associated with the delivery of CDBG, HOME and other state and federal programs.

Includes planning and general administration costs associated with delivery of CDBG and other state and federal programs. Includes indirect administrative costs and building rent paid to the city.

Five-Year Consolidated Plan	\$ 1,852,395
Annual Action Plan	\$ 370,479

CDBG Allocations

Total Five-Year Consolidated Plan	\$ 9,261,975
Total Annual Action Plan	\$ 1,852,395

PROPOSED HOME PROGRAM ACTIVITIES AND USE OF FUNDS
FIVE –YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 - 6/30/21)
ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)

Down Payment Assistance

Funds provided to homebuyers for down payment and closing costs for purchase of a single-family home located within the Lansing city limits. Up to \$15,000 will be available as a 0% interest second mortgage for homebuyers with income at or below 80% of median income. Assistance not limited to first-time homebuyers. May include staff time and/or homeownership counseling fees associated with this activity. Estimate 12 housing units. Prior year funds may be used.

Five-Year Consolidated Plan	\$ 328,080
Annual Action Plan	\$ 65,616

New Construction/HOME Rehab/Development Program

Includes funds for loans and grants for housing construction and rehabilitation.

HOME funds allocated for housing developed in partnership with the city, including Supportive Housing Program (SHP) and Acquisition, Development and Resale (ADR) activities. Projects may include new construction and rehabilitation activities with non-profit and for-profit developers, including CHDOs. Funds may be used for staff time associated with these activities. 2 housing units estimated in conjunction with partners. Additional units may be completed with prior year funds

Also includes loans and grants for rehabilitation of at least 2 owner-occupied housing units.

Five-Year Consolidated Plan	\$1,673,200
Annual Action Plan	\$ 334,640

CHDO Set-aside (15% minimum required)

HOME Program set-aside reserved for housing developed, sponsored or owned by CHDOs in partnership with the City. 1 unit estimated. Prior year funds may be used.

Five-Year Consolidated Plan	\$ 428,845
Annual Action Plan	\$ 85,769

Community Housing Development Organization (CHDO) Operating (limited to 5%)

Funds reserved at option of the City to provide operating funds to CHDO's utilizing the City's HOME funds to produce affordable housing in the community.

Five Year Consolidated Plan	\$142,950
Annual Action Plan	\$28,590

HOME General Administration (limited to 10%)

Includes staff and general administration costs to deliver the HOME program.

Five-Year Consolidated Plan	\$ 285,895
Annual Action Plan	\$ 57,179

HOME Allocations:

Five-Year Consolidated Plan	\$ 2,858,970
Annual Action Plan	\$ 571,794

**EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ACTIVITIES
AND USE OF FUNDS**

**FIVE -YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 -6/30/21)
ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)
FINANCE COMMITTEE OF GLHRN TO MAKE RECOMMENDATION ON
DISTRIBUTION OF ESG FUNDS AT THE 3/10/16 MEETING**

Street Outreach

Funds provided for Street Outreach activities

Five-Year Consolidated Plan	\$ 72,740
Annual Action Plan	\$ 14,548

Homeless Prevention

Funds provided to prevent homelessness

Five-Year Consolidated Plan	\$ 200,000
Annual Action Plan	\$ 40,000

Administrative Activities (limited to 7.5%)

Funds provided to offset the cost of administering emergency solutions program.

Five-Year Consolidated Plan	\$ 62,940
Annual Action Plan	\$ 12,588

Shelter Operation

Funds provided to shelter providers to cover cost of maintenance, operations, insurance, utilities and furnishings in shelter facilities.

Five-Year Consolidated Plan	\$ 503,525
Annual Action Plan	\$ 100,705

ESG Allocations:

Five-Year Consolidated Plan	\$ 839,205
Annual Action Plan	\$ 167,841

SUMMARY

Estimated Five-Year Consolidated Plan and Forty Second Year Community Development Resources

Program	Annual Action Plan	Five-Year Consolidated Plan
CDBG Entitlement Grant:	\$1,852,395	\$9,261,975
HOME Program Funds	\$ 571,794	\$2,858,970
ESG Program Funds:	\$167,841	\$839,205
TOTAL	\$2,592,030	\$12,960,150

Administrative, management and operation costs for the above programs include the administration, management and operations of the eligible activities, as well as other federal and state community development programs in which the city is now or may be participating.



Regular Meeting
LANSING PLANNING BOARD
December 1, 2015
6:30 p.m., Conference Room
Neighborhood Empowerment Center
600 W. Maple Street

MINUTES

1. OPENING SESSION

Chairman Ruge called the meeting to order at 6:30 p.m.

- a. Present: John Ruge, Josh Hovey, Colin Maguire, Alisande Henry, Marla Cerna and Beth Graham
- b. Absent: Tony Cox and Lynne Martinez
- c. Staff: Bill Rleske, Susan Stachowiak, Don Kulhanek & Doris Witherspoon

Ms. Henry made a motion, seconded by Ms. Graham to grant excused absences for Mr. Cox and Ms. Martinez. On a voice vote (6-0), the motion carried unanimously.

2. APPROVAL OF AGENDA – Chairman Ruge approved the agenda by unanimous consent,

3. COMMUNICATIONS – None

4. HEARINGS

A. Five-Year Consolidated Plan (2016-2021) Community Needs Hearing

Don Kulhanek, City of Lansing Development Office Manager stated that he and Ms. Witherspoon are here this evening and have been going out to the community to obtain input and identify priorities as part of the process for developing the 5-Year Consolidated Plan. He said that the City expects to receive approximately 2.5 million dollars in federal entitlement funds from the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME) and Emergency Solutions Grant (ESG).

Doris Witherspoon, Senior Planner, stated that the City of Lansing is in the development stages of a five-year Consolidated Plan for Fiscal Years 2016-2021 and Annual Action Plan for Fiscal Year 2016-2017. The Consolidated Plan outlines goals and priorities the City of Lansing will follow over the next five years. This process includes a Housing and Community Development Needs Assessment. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG). These program funds have been historically used for such activities as: housing rehabilitation, weatherization, public services, economic development,

public improvements, new construction, down payment assistance and programs/services to assist the homeless.

Ms. Witherspoon said that the City encourages participation at public hearings to allow citizens an opportunity to provide input and indicate needs/views and proposals for the use of CDBG, HOME, and ESG program funds, more specifically regarding housing and non-housing community development needs within the City of Lansing relevant to preparation of the plans. She said that the City has set up an online survey to obtain input as well. Ms. Witherspoon asked that everyone please take the time to complete the survey as it will be very valuable to the process.

Ms. Witherspoon said that the CDBG program is intended to benefit person of low to moderate income, eliminate slum and blight and to address urgent community needs. She said that CDBG funds can be used to fund housing, economic development, public service programs, public facilities and acquisition and demolition. The HOME program provides funding for down payment assistance, new construction and housing rehabilitation. The ESG program provides funding to assist homeless persons, including homeless prevention, street outreach and emergency shelter.

Chairman Ruge opened the public hearing.

Julie Powers, Executive Director, Greater Lansing Housing Coalition, stated that GLHC has conducted a 3-year analysis of housing predications for Lansing and the surrounding area and it revealed that there is a deficiency of 20,000 housing units for seniors over the next 20 years. She said that the next project for GLHC will be a small house for a senior. Ms. Powers said that there are not enough housing options for seniors and we need to provide more options so that they can age in place instead of having to move out of the state.

Ms. Powers said that GLHC has a HERO program that recently renovated an 1888 house on Chestnut Street to bring it back for occupancy by a senior citizen. She said that another problem is housing for persons with mental illness. Right now, there are only 10 units available in Lansing for this population. Ms. Powers said that there are some loan programs but people on fixed incomes cannot pay back a loan. She said that the CDBG funds that they received are also used to leverage other funding sources. \$22,000 of that money is used for the "Tuesday Tool Men" program which is a group of about 25 volunteers that do a lot of very important work in the community. This is the largest tool man group in the country and has built 24 handicap ramps in the City as well as several other projects to benefit person of low to moderate income.

Elaine Womboldt, 4815 Tressa Drive, said that she is a facilitator of "Rejuvenating South Lansing" and she would like to see more funding for senior housing. She said that there are a lot of seniors that are trying to keep up their homes but it is difficult. Ms. Womboldt stated that the Tuesday Tool Man project is a wonderful. She also said that funding for youth programs is also needed.

Seeing no one else wishing to speak, Chairman Ruge closed the public hearing.

Ms. Henry asked if the funds are decreasing each year because the needs are going down or does the City have to make difficult cuts because all of the needs are still there.

Ms. Witherspoon said that the City has to make difficult cuts because all of the needs are still there but the City has less money to work with.

Ms. Graham said that the Tuesday Tool Man is a great program as there is a significant need for fixing up houses in the City (paint, ramps, general maintenance, etc.).

5. COMMENTS FROM THE AUDIENCE

Elaine Womboldt, 4835 Tressa Drive, said that she is one of the persons circulating a petition to place a moratorium on medical marijuana facilities in the City. She said that there needs to be a licensing process, a limit on the total number of medical marijuana facilities permitted in the City and there needs to be enforcement of the ordinance. Ms. Womboldt said that the City Attorney has stated that her office is working on an ordinance to regulate medical marijuana facilities and the goal is to have an ordinance in place in the near future.

Ms. Womboldt said that now that there is an ordinance in place to regulate collection bins, the focus is on sign code enforcement.

6. RECESS – None.

7. BUSINESS

A. Consent Items

1. **Minutes for approval:** November 4, 2015. APPROVED as written without objection.

B. New Business

1. **Act-12-2015, Fairway Lane /Stonewood Drive Parcel**

Mr. Rieske said that the City Parks and Recreation Department is proposing the sale of a parcel located on the west side of Fairway Lane/ Stonewood Drive, near Hillgate Way. The property abuts the East side of U.S. 127 near Coolidge Road, near the Northeast corner of the City. It is located in an "A" Residential zone and is 19,230 square feet in size, with room for at least two residential structures. He said that on November 18, 2015, the Parks Board voted to move forward with the sale of this property. Mr. Rieske said that staff is recommending approval of the request based on the following findings:

- The City has owned this property for more than 15 years.
- The property is not dedicated parkland
- No public purpose is identified for City ownership of this property.
- The parcel is located in a single-family neighborhood, and is potentially developable.
- Private ownership of the property would place it on the tax rolls, and eliminate the City's maintenance responsibility.

Ms. Graham made a motion, seconded by Ms. Henry to recommend approval of Act-12-2015, to authorize the sale of Parcel No. 33-01-01-11-426-022. On a voice vote, the motion carried unanimously (6-0).

2. **Act-13-2015, Crego Park, Cell Tower**

Mr. Rieske said that the City Parks and Recreation Department is proposing to authorize the placement of a cell tower antenna in Crego Park. The cell tower is proposed for a site that is somewhat distant from the River Trail and provides room for tree debris caused by large storms. Mr. Rieske said that a Special Land Use permit will be required for a cell tower in Crego Park and a height variance may be necessary as well.

Mr. Rieske said that staff is recommending approval of Act-13-2015 to authorize a cell tower installation in Crego Park, by a license agreement, subject to obtaining all necessary zoning approvals, on a finding that the tower is in a remote location, having minimal impact on the character of the park and revenues from the license fees will generate revenues to address current and future park needs.

Mr. Ruge asked why this particular location was selected.

Mr. Maguire said that there are significant wetlands on the site and the area where the cell tower will be located is just weeds and grass.

Ms. Graham made a motion, seconded by Mr. Hovey to recommend approval of Act-13-2015, to authorize a cell tower installation in Crego Park, by license agreement, subject to obtaining all required zoning approval. On a voice vote, the motion carried unanimously (6-0).

3. **Act-15, 2015, Parking Lot 24**

Mr. Rieske said that the City Planning and Neighborhood Development Department is proposing the following:

1. Vacate the E-W alley in City Parking Lot #24, immediately south of the commercial properties in the 2000 block of E Michigan Avenue (South side) between Clemens and Fairview.
2. Vacate the N-S alley that runs south of the E-W alley to a point even with the South line of the City parking lots at 33-01-01-14-302-012 and 352.
3. Sell Lot 24 for private development.

Mr. Rieske said that the two parcels that comprise the city-owned parking lot would be combined for development of the site in accordance with the Design Lansing Master Plan (District Mixed-Use Center). He said that staff is recommending approval of Act-15-2015, based on the following findings:

- Lot #24 primarily serves the retail establishments in the 2000 Block of Michigan Ave. (south side),
- redevelopment of this parking lot could not only be a boost to the eastside, but could also relieve a financial burden to the City,

- utility service, snow storage, and access can be provided for in the redevelopment of the property.

Mr. Rieske stated that the City intends to sell the property to Scott Gillespie, who already owns the buildings in this block that front along E. Michigan Avenue. The proposed development is a multi-story, mixed use building that would replace the existing buildings along E. Michigan Avenue, which are in very bad shape. The parking would be located behind the building. Mr. Rieske said that the alley vacation is critical to accommodating development of the property.

Mr. Rieske said that there is not a sanitary sewer in the alleys, however, there is a storm sewer which will require easements for its protection.

Scott Gillespie, 329 S. Washington Square, stated that he may section off some of the parking for the residents of the building and the rest would be available for public use. He said that the parking lot will be renovated with underground storm water detention. Mr. Gillespie said that he does not intend to charge for parking but it will be policed to ensure that it is not be used as a storage lot. The parking will be necessary in order to attract commercial tenants. Mr. Gillespie stated that there was a very well attended neighborhood meeting on the project a few weeks ago and he is in the process of addressing the comments that were received at that meeting.

Mr. Ruge asked about what will be required in terms of landscaping for the parking lot.

Ms. Stachowiak said that an 8-foot landscape buffer will be required along the east, west and south lines of the parking lot. She said that the ordinance does not require landscaping interior to the parking lot.

Mr. Gillespie said that it will be well landscaped but he will not be putting in parking lot islands as he needs all of the parking spaces that he can get. He said that the intent is to clean up the site, landscape it and replace those trees that need to be removed. Mr. Gillespie said that he is working with MSU on the landscaping and even had some landscape architect students out to look at the site.

Mr. Maguire thanked Mr. Gillespie for proposing a development that is consistent with all of the visions and master plans for the E. Michigan area. He also thanked him for working with MSU on the landscaping.

Ms. Graham made a motion, seconded by Ms. Henry to recommend approval of Act-15-2015 to:

1. **Vacate the E-W alley in City Parking Lot #24, immediately south of the commercial properties in the 2000 block of E Michigan Avenue (S side) between Clemens and Fairview.**
2. **Vacate the N-S alley that runs south of the E-W alley to a point even with the south line of the City parking lots at 33-01-01-14-302-012 and 352.**
3. **Convey Lot # 24 for fair market value,**

with the condition that sewer service and access can be maintained, and adequate arrangements (e.g. easements) for access and efficient snow storage and removal can be provided. On a voice vote, the motion carried unanimously (6-0).

4. Act-16-2015, Boat Club Property Acquisition

Mr. Rieske stated that the City Parks and Recreation Department proposes that the City acquire a parcel, currently owned by the Lansing Boat Club, for parks purposes. The property is located in Delta Township, just outside the western city limits. It is currently vacant and undeveloped would be purchased with a Michigan DNR land acquisition grant, plus some local funds. Mr. Rieske said that the property has frontage on the Grand River, and connects Fulton, Fine and Hunters Ridge parks. It is thus a key location for facilitating Rivertrail development. He said that the Design Lansing Comprehensive Plan depicts this property as a location for future Rivertrail development.

Mr. Rieske said that staff is recommending approval of Act-16-2015, based on the following findings:

- The area would retain the same rural character, with some future park-like improvements anticipated in the future,,
- The grant-funded acquisition of this property would require its dedication as parkland, and would preclude its use for private development,
- With riverfront access and Woldemar Nature Center located across the river to the southwest, the site offers substantial potential for travel between parks as well as nature tourism,
- The acquisition proposal is in conformance with the Design Lansing Comprehensive Plan.

Mr. Maguire said that the vision is to go up Waverly Road with the rivertrail and make a full loop to Francis Park. He said that there have been conversations with Delta Township about expanding the rivertrail to the west.

Ms. Graham made a motion, seconded by Mr. Hovey to recommend approval of Act-16-2015 to acquire the Parcel No. 040-025-400-180-00, known as the Boat Club Property, for parks purposes. On a voice vote, the motion carried unanimously (6-0).

C. Old Business – None.

D. Report from Planning Manager

Mr. Rieske said that he met with representatives of the City Attorney's Office today and he expects to receive comments from them by the end of the year on the Form-Based Code. He also said that the City's consultant is currently working on Phase 3 of the Form-Based Code.

9. **COMMENTS FROM THE CHAIRPERSON** – None.

10. **COMMENTS FROM BOARD MEMBERS**

Mr. Graham said that there is a lot of truck traffic on Comfort Street north of Willow. She asked if anything can be done to alleviate some of the heavy truck traffic on that street.

Ms. Stachowiak said that she would bring it to the City Transportation Engineer's attention.

Mr. Maguire said that there is a petition being circulated to request that the City start regulating and enforcing its ordinances relative to medical marijuana facilities in the City. He said that he will memorialize his thoughts in a letter to the Mayor/Council.

Mr. Maguire stated that he has accepted a position with the Department of Homeland Security in Texas and therefore, this will be his last meeting. He read a letter of resignation and stated that he has enjoyed serving on the Board.

Ms. Henry stated that she will need to request and excused absence from the January 5, 2016 meeting.

Ms. Graham made a motion, seconded by Mr. Hovey to grant an excused absence for Ms. Henry from the January 5, 2016 meeting. On a voice vote (6-0), the motion carried unanimously.

11. **PENDING ITEMS: FUTURE ACTION REQUIRED** – None.

12. **ADJOURNMENT** – The meeting was adjourned at 7:40 p.m.



Regular Meeting
LANSING PLANNING BOARD
February 2, 2016
6:30 p.m., Conference Room
Neighborhood Empowerment Center
600 W. Maple Street

MINUTES

1. OPENING SESSION

Ms. Graham called the meeting to order at 6:35 p.m.

- a. Present: Beth Graham, Lynne Martinez, Alisande Henry, Marla Cerna, Josh Hovey & Council Representatives Judy Brown Clark & Jessica Yorko
- b. Absent: John Ruge & Tony Cox
- c. Staff: Bill Rieske, Susan Stachowiak & Doris Witherspoon

Ms. Henry made a motion, seconded by Ms. Martinez to grant excused absences for Mr. Ruge and Mr. Cox. On a voice vote (5-0), the motion carried unanimously.

2. APPROVAL OF AGENDA – Ms. Graham approved the agenda by unanimous consent.

3. COMMUNICATIONS – None

4. HEARINGS

A. PROPOSED FEDERAL FUNDING ALLOCATIONS - CONSOLIDATED PLAN, FY 2016 – 2021, ANNUAL ACTION PLAN, FY 2016-2017

Ms. Witherspoon said that this is a hearing to solicit public input on the proposed goals and objectives and projected use of federal funding allocations of Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG) for the Five-Year Consolidated Plan, 2016-2021 and the Annual Action Plan, 2016-17. She said that Entitlement Grant Awards for the Department of Housing and Urban Development (HUD) has not been announced as of this date. Ms. Witherspoon stated that the amounts proposed for HUD 2016/City 2017 CDBG, HOME and ESG activities are estimated based on prior entitlement awards. She said that if the grant amounts HUD actually awards to the City of Lansing for CDBG, HOME and ESG are different from the amounts shown above, adjustments will be made to the budget amounts proposed for each program. Ms. Witherspoon said that the primary objective of Lansing's Housing and Community Development Program is the development of a viable community which will provide standard housing in a suitable living environment, principally to benefit low and moderate income persons, preserve and expand existing businesses and industries, and create an atmosphere conducive to stability in neighborhoods.

Ms. Graham opened the public hearing.

Julie Powers, Greater Lansing Housing Coalition, 600 W. Maple Street, stated that GLHC does a lot with the funds that they are given through the CDBG

program. She said that Lansing is the hub of development in the tri-county area. The Tuesday Toolman program operates on a budget of less than \$50,000 annually. The funds also support the Home Education Resource Organization H.E.R.O. program. They work with the City Parks and Recreation Department, use funds to provide a tool truck that contains over 500 tools that can be used for free and they provide programs that help people to "age in place". They also partner with the Center for Financial Help to provide credit counseling. Ms. Powers said that every CDBG dollar gets about \$5.00 of return. She said that over 8,000 people utilized GLHC resources last year and the services they provide have a big impact on the community.

Karen Sturdivant, 1901 W. Hillsdale Street, asked about the application process for obtaining funds through the CDBG program and if the City offers assistance for first time applicants.

Ms. Witherspoon stated that Ms. Sturdivant should contact the City Development Office. She said that the purpose of this hearing is to determine what the communities needs are so that the Development Office can develop a budget for use of the City's CDBG funds.

Susan Cancro, Executive Director, Advent House, 743 N. ML King, stated that she is the Chairperson of the Greater Lansing Homeless Resolution Network which is a group of representatives from about 30 different organizations including hospitals, shelters, government and housing organizations. She said that helping people overcome homelessness involves providing housing but also helping people with life skills so that they can maintain permanent housing. Ms. Cancro said that people are still recovering from the recession and therefore, there is still a great need for housing assistance. She said that there are more than 500 people that can be counted that are homeless although the actual population is probably far more.

Katrina Urista, Secretary, Greater Lansing Homeless Resolution Network, 743 N. MLK, said that the residual effects of the recession are still being felt by many segments of the population. She said that support through the CDBG program is essential to helping people obtain housing and stay in their homes.

Amber Paxton, City of Lansing, Office of Financial Empowerment, 124 W. Michigan Avenue, said that this is one of Mayor Bernero's initiatives. The purpose is to provide financial/credit counseling so that people can improve their credit scores and learn how to manage money. Ms. Paxton said that this Office has been in existence for about 3 years and has provided counseling to over 7,500 people. She thanked the Board for its continued support.

Mikki Droste, Executive Director, Capitol Area Housing Partnership, 1290 Deerpath, East Lansing, said that CAHP merged with Franklin Street Housing a while back. She said that there is a great need in the area for affordable housing. Ms. Droste stated that they provide down payment assistance, foreclosure prevention training and other assistance for homeowners.

Seeing no one else wishing to speak, Ms. Graham closed the public hearing.

Ms. Henry said asked if the Planning Board will be provided with the final dollar amounts from HUD.

Ms. Witherspoon replied yes and stated that they expect to have the final dollar amounts by the end of February.

Ms. Martinez asked if the percentages allocated to the various programs will change as a result of the final dollar amounts.

Ms. Witherspoon said that there will be no radical changes to the proposed budget that the Board is being asked to approve.

Ms. Martinez made a motion, seconded by Ms. Henry to approve the proposed funding allocations, with the understanding that the funding allocations will be adjusted accordingly once the actual allocations are received from HUD, for the Five Year Consolidated Plan 2016-2021 (7/1/16 - 6/30/21) and the Annual Action Plan, HUD FY 2016 /City FY 2017 (7/1/16 - 6/30/17). On a roll call vote, the motion carried 4-0.

B. Z-1-2016, 635 W. Willow Street - Rezoning from "B" Residential to "DM-4" Residential, and 656 W. Maple Street -- Rezoning from "B" Residential to "DM-1" Residential

Ms. Stachowiak said that this is a request by TWG Development, LLC, to rezone the property at 635 W. Willow Street from "B" Residential to "DM-4" Residential and to rezone the property at 656 W. Maple Street from "B" Residential to "DM-1" Residential. The purpose of the rezoning is to permit multiple family residential use of the subject properties. Ms. Stachowiak said that the applicant proposes to demolish the existing auditorium building at 635 W. Willow Street and construct a 4-story, 72 unit (18 1-bedroom, 36 2-bedroom & 18 3-bedroom units), affordable multi-family residential apartment building. The applicant also proposes to rehabilitate the former high school building at 656 W. Maple Street into 18 (9 1-bedroom and 9 2-bedroom) senior citizen apartment units.

Ms. Stachowiak said that the applicant's proposal includes 3 separate parcels of land (635 W. Willow, 715 W. Willow and 656 W. Maple Street). The applicant intends to combine the 2 parcels (715 W. Willow and 656 W. Maple Street) that will be used for senior citizen housing into one parcel. For tax purposes, the 635 W. Willow Street parcel that will contain affordable, non-age restricted housing will continue to be a stand-alone parcel. Although there will ultimately be 2 separate parcels of land, the development will function as one site. While the proposed density (approximately 30 dwelling units per acre) for the former MSB auditorium parcel at 635 W. Willow Street is much higher than that of the other 2 parcels (6-10 dwelling units per acre), the total density for all 3 existing parcels combined is only 12 dwelling units per acre which is quite low for a multiple family residential development and will not be disruptive to the character of the neighborhood or the quality of life for its current residents.

Ms. Stachowiak said that staff is recommending approval of the rezoning on a finding that the proposed rezoning complies with the intent and purpose of the Design Lansing Comprehensive Plan, is compatible with the mixed land use

composition of the area and will have no adverse impacts on vehicular and pedestrian traffic, the environment or future patterns of development in the area.

Ms. Graham opened the public hearing.

J.D. Curry, 333 S. Pennsylvania Street, Indianapolis, TWG Development, LLC, said that TWG Development responded to a Request for Proposals in 2015 for development of the subject property. He said that they were selected to be the master developer of the site which is the east, approved 10.5 acres of the Michigan School for the Blind property. Mr. Curry said that they will manage the property for up to 45 years. He said that they are not using historic tax credits but are committed to restoring the building consistent with their historic character. They also intend to maintain the campus setting and will provide adequate vehicular and bicycle parking. The parking lot will be landscaped to soften its appearance from Willow Street and they are amenable to some type of decorative wall structure north of the parking lot as recommended by the staff. Mr. Curry said that they have held 2 community meetings over the past couple of weeks to present and seek input from the public on the development proposal.

Councilmember Yorke stated that one of the results of the neighborhood meeting was to keep the color of the new building consistent with the existing buildings on the site. She said that the neighbors do not want it to look fake.

Mr. Curry said that they will preserve as many of the mature trees on the site as possible. He also said that the units will be 100% affordable. The 1-bedroom units will range from \$281 - \$650 per month and will contain about 700 square feet. The 2-bedroom senior units will range from \$325 - \$769 per month and will contain about 900 square feet. The 3-bedroom units will range from \$363 to \$876 and will contain 1,100 square feet. Mr. Curry said that the rents factor in what HUD allows for utilities.

Mr. Graham asked if there will be dining facilities in the buildings.

Mr. Curry said that there will be community space in each of the buildings. There will also be a fitness center, maybe a café, a police substation and lighting parking lots. He said that the 600-650 square foot police substation will not be manned but will be available to the police if they want to use it. Mr. Curry said that they are considering a bike share program where the residents can rent bikes for free.

Ms. Yorke stated that a recent study by GLHC revealed that there is a shortage of 20,000 units of affordable housing in Lansing. She said that some feel that there is enough affordable housing in Lansing and it should be dispersed to other communities such as Okemos. Ms. Yorke said that he appreciates the developers holding the 2 community meetings.

Ms. Martinez said that safe and affordable housing is essential for Lansing.

Ms. Graham opened the public hearing.

Julie Powers, Greater Lansing Housing Coalition, 600 W. Maple Street, said that she is very supportive of the proposed development. She said that it is consistent with the City Master Plan and is compatible with the surrounding land

uses. Ms. Powers said that seniors are living on fixed incomes and deserve safe and affordable housing which is what this development will provide.

Mary Elaine Keener, 1027 Seymour Street, stated that she is very supportive of this proposal. Ms. Keener stated that she is very pleased with the openness that the developers have displayed as well as their willingness to listen to the neighbors.

Craig Emens, 1208 N. Pine Street, said that he has lived in the neighborhood for 23 years and has seen the area transform over those years. He said that he is disappointed that he did not know about the neighborhood meetings. Mr. Emens said that what the developers are saying sounds positive as long as it does not turn into poverty housing. He asked about the start date for the project.

Mr. Curry said that the application to MSHDA is due by April 1st. He said that the goal would be to start construction in the Spring of 2017 and the construction will take about one year.

Austin Ashly, Director, Old Town Commercial Association, 1232 Turner Street, stated that his office could be a hub for disseminating information. He stated that this is not Section 8 voucher housing. It is just affordable housing. Mr. Ashly said that he is supportive of the request on behalf of the owners in Old Town. He said that this type of development allows seniors to age in place and the development will provide a customer base for the businesses in Old Town.

Ms. Henry made a motion, seconded by Ms. Martinez to recommend approval of Z-1-2016 to rezone the property at 635 W. Willow Street from "B" Residential District to "DM-4" Residential District and to rezone the property at 656 W. Maple Street from "B" Residential to "DM-1" Residential District. On a roll call vote (4-0), the motion carried unanimously.

C. Form-Based Code (FBC) Commercial and Mixed Use Zoning Districts, R-INST Institutional Residential District, and Amendments to Chapter 1284 – Off-Street Parking

Mr. Rieske stated that about six weeks ago, the materials regarding the Form-Based Code (FBC) were distributed to the Planning Board's for examination and future consideration. Those materials included an update letter, a user's guide, a map of FBC districts, and the zoning text.

Mr. Rieske stated that the Future Land Use Plan, transects, and zoning districts, from one of the PowerPoint presentations show the link between the Design Lansing Comprehensive Plan and the FBC. The Lansing Transect provides the basis for the regulations. Mr. Rieske said that the FBC intro letter explains the difference between conventional zoning and an FBC, and the status of the FBC project. He said that the User Guide:

1. Describes the process to create the FBC,
2. Page 2 explains the transect,
3. Pages 3 & 4 provide the framework map and organization of the ordinance,

4. Page 5 explains how to use the FBC (district map, street type, building type),
5. Page 6 shows the FBC districts completed to date, and the various uses allowed,
6. Page 7 advises the user of alternatives if he/she does not see the proposed use, and
7. Page 8 describes the approval process.

Mr. Rieske said that the FBC ordinance has been reviewed by the City Attorney's Office and the changes that they suggested have been made to the document. He also said that the Religious Land Use and Institutionalized Persons Act (RLUIPA) was considered in developing the ordinance. Mr. Rieske stated that our FBC treats churches in an equivalent but not identical manner as other places of assembly. He stated that there are plenty of high traffic locations for churches.

Mr. Rieske said that Phase 3 will address:

1. Residential districts
2. Special districts (industrial, institutional, research, open space, public facilities)
3. Downtown core and edge
4. Building types (primarily residential and special buildings)

Mr. Rieske said that there are illustrations in the Ordinance that depict the desired development pattern for the variance districts.

Ms. Graham asked why the downtown area is not addressed on the map.

Mr. Rieske said that the downtown will be addressed in a future phase of the project. He said that the current phase of the project addresses all commercial districts and the reuse of the vacant school properties. Mr. Rieske said that with the exception of the suburban commercial district at the south end of Lansing, the rest of the districts are mixed use.

Ms. Martinez said that the Frandor shopping center is designated for mixed use development. She asked why the Red Cedar Golf Course property does not have a designation on the map.

Ms. Stachowiak said that the SkyVu development is being zoned "E-1" Apartment Shop district, as is the Red Cedar Golf Course property. She said that the map will be updated to reflect mixed use zoning for the Red Cedar property.

Mr. Rieske said that there is a list of land uses that shows where they are permitted and if they are permitted by right, special conditions or special land use permit. He said that church are to be located primarily in residential areas but will also be permitted on the east-west corridors so that there will be ample space for churches but not on major commercial corridors.

Ms. Henry asked how the developers feel about the FBC.

Mr. Rieske said that most of the public input that was obtained was during the Master Plan process and through the 3 workshops that have been held on the FBC. He said that most people just had questions.

Ms. Martinez said that if a development complies with the FBC requirements, the development will be permitted without a public process.

Ms. Stachowiak said that what Ms. Martinez just stated is correct but that is also true under the current Zoning Ordinance. A project only requires a public hearing if there is to be a rezoning, special land use permit or variance.

Ms. Graham opened the public hearing.

Carla Barker, 2205 N. Grand River Avenue, asked what mixed use neighborhood center means and if her property will be affected by the FBC in terms of permitted uses.

Mr. Rieske stated that the area along N. Grand River where Ms. Barker lives will continue to be residential.

Julie Powers, Greater Lansing Housing Coalition, 600 W. Maple Street, spoke in support of the FBC. She said that this is the result of 10 years of work and 10,000 regional participants in the process. This is putting our planning values into practice. Ms. Powers said that the FBC ensures responsible development and gives City staff the tools to make it happen without having to go through a lengthy process.

Councilmember Clarke asked about the areas that are not designated for a particular FBC district on the map. She also asked if there is going to be 4 phases of the project.

Mr. Rieske said that Phase 3 of the FBC will cover the remainder of the City.

Seeing no one else wishing to speak, Ms. Graham closed the public hearing.

Ms. Martinez made a motion, seconded by Mr. Hovey to recommend approval of Phases 1 and 2 of the proposed Form Based Code ordinance. On a roll call vote (4-0), the motion carried unanimously.

5. **COMMENTS FROM THE AUDIENCE - None**

6. **RECESS – None.**

7. **BUSINESS**

A. Consent Items

1. **Minutes for approval:** January 5, 2016. APPROVED without objection with the following correction to page one, first paragraph:

Change "Ms. Henry made a motion..." to "Ms. Graham made a motion..."

- B. **New Business** – None.
 - C. **Old Business** – None.
 - D. **Report from Planning Manager**
8. **COMMENTS FROM THE CHAIRPERSON**
- Ms. Graham asked about the status of the former Harley Hotel conversion to student housing
- Ms. Stachowiak said that the project has been abandoned.
9. **COMMENTS FROM BOARD MEMBERS** - None
10. **PENDING ITEMS: FUTURE ACTION REQUIRED** – None.
11. **ADJOURNMENT** – The meeting was adjourned at 8:35 p.m.

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

RESOLUTION TO SET PUBLIC HEARING FOR
FIVE YEAR CONSOLIDATE PLAN 2016-2021
ANNUAL ACTION PLAN FY2016-2017

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, April 11, 2016 at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of receiving comments on the proposed 2016-2021 Five-Year Consolidated Plan and FY 2017 (7/1/16-6/30/17) Annual Action Plan for submission to the Department of Housing and Urban Development.

Resolution # ____

RESOLUTION TO SET PUBLIC HEARING FOR ACTION PLAN FY2013-2014

BY THE COMMITTEE ON DEVELOPMENT AND PLANNING

RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

Resolved by the City Council of the City of Lansing that a public hearing be set for Monday, April 11, 2016 at 7 p.m. in City Council Chambers, Tenth Floor, Lansing City Hall, 124 West Michigan Avenue, Lansing, Michigan, for the purpose of receiving comments on the proposed 2016-2021 Five-Year Consolidated Plan and FY 2017 (7/1/16-6/30/17) Annual Action Plan for submission to the Department of Housing and Urban Development.

Approval for placement on
City Council agenda:

Janene McIntyre Date
Lansing City Attorney

BY THE COMMITTEE OF THE WHOLE
RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANSING

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires that the City of Lansing submits a Consolidated Plan every five years and an Action Plan yearly in order to receive Community Development fund resources, including Community Development Block Grant (CDBG), HOME and Emergency Solutions Grant (ESG) program funds; and

WHEREAS, the City of Lansing Five-Year Consolidated Plan, 2016-2021 and its Annual Action Plan, 2016-2017 for the upcoming; and

WHEREAS, the CDBG, HOME and ESG entitlement amount allocated to Lansing for the upcoming fiscal year beginning July 1, 2016-June 30, 2017 is \$2,592,030; and

WHEREAS, pursuant to program requirements, the City has conducted a citizen participation and open review process which has included planning consultations and meetings with neighborhood groups, housing and supportive service providers, the State and neighboring local governments; and

WHEREAS, the City has further promoted participation, input and review in the process by conducting three (3) community forums, an on-line survey, two (2) separate advertised public hearings before the Lansing Planning Board, one on December 1, 2015 regarding housing and community development needs and one on February 2, 2016 regarding proposed program objectives and projected use of Federal entitlement and formula program funds; and

WHEREAS, the City did also initiate and carry out the required thirty (30) day public comment period on the proposed Consolidated Plan, 2016-2021 and 2016-17 Annual Action Plan by publishing a summary of the plan in the Lansing City Pulse March 9, 2016; and

WHEREAS, a public hearing was held by the Lansing City Council on April 11, 2016, to again receive citizen comments and recommendations and to give final review to the Consolidated Plan and Annual Action Plan; and

WHEREAS, Federal regulations require the City to make certain certifications and assurances to HUD as a part of the City's application;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lansing adopts the Five-Year Consolidated Plan, 2016-2021 and Annual Action Plan, 2016-2017 for the City of Lansing that includes housing and community development goals, objectives and strategies, and the budget for the use of community development fund resources as proposed by the Committee on Development and Planning; and

BE IT FURTHER RESOLVED that the Mayor, as the City's Chief Executive Officer, is hereby authorized to sign the Consolidated Plan and Annual Action Plan application for FY 2016-2021 and 2016-2017 respectively, including all understandings, assurances and certifications contained therein, and to submit the grant application to the Department of Housing and Urban Development; and

BE IT FINALLY RESOLVED that the Mayor is authorized, as the official representative of the City of Lansing, to set-up budget line items, provide any and all information, to act in connection with the Consolidated Plan and Annual Action Plan application and to execute all agreements, contracts and legal documents, including the agreement between the City and the Department of Housing and Urban Development, to secure CDBG, HOME and ESG funding and implement the CSPS programs.



OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR.
LANSING, MI 48933

To: Council President Judi Brown Clarke

From: Chad Gamble, P.E., COO

Date: February 24, 2016

Re: Requested information about the City's new partnership with NAPA-IBS

The City is very excited about the new partnership that was forged between the City and NAPA-Integrated Business Solutions (IBS). This opportunity has been discussed openly with the union as far back as the winter of 2013/2014. Meetings at that time were held with the current UAW Local 2256 president and parts room employees.

The opportunities of expansion of the Fleet Services Division will be based in part by our ability to supply parts to our mechanics. This is no more important during times of extended operations of the Fleet Services Building. The fact that the parts room only has two employees, who have served the parts room well, limits our ability to keep pace with the needs of the garage floor.

This partnership with NAPA – IBS, that was formally entered into last week, will eliminate the cost of owning on average \$500,000 worth of inventory, reduce obsolesce, lower transaction costs (via by fewer purchase orders, fewer receipts, fewer invoices, fewer backorders) and an increase in overall efficiencies as this is NAPA's core function that they have been performing for decades.

NAPA will provide dedicated parts professionals including supervision and standby staffing that would be utilized during extended events, thus avoiding staffing the parts room with a mechanic.

Per your request please find attached the following documentation help answer your questions about this new partnership.

1. The press release announcing the partnership
2. The memo sent to the UAW President
3. Background literature from NAPA-IBS (City of Boston Case Study)
4. Bid information and Response from NAPA-IBS
5. The contract between the City of Lansing and NAPA-IBS
6. Projected NAPA Store Savings



OFFICE OF MAYOR VIRG BERNERO
124 W. MICHIGAN AVENUE – NINTH FLOOR
LANSING, MI 48933

FOR IMMEDIATE RELEASE
Friday, February 19, 2016

CONTACT: Chad A. Gamble
517/ 483-4146

City of Lansing Announces New Partnership with NAPA-IBS

*Lansing Joins Chicago, New York, Boston and Louisville in utilizing the
Integrated Business Solution offered by NAPA.*

(LANSING) – The City of Lansing Department of Public Service announced today that starting Monday, February 22, 2016, NAPA will open an Integrated Business Solution (NAPA-IBS) store within the City of Lansing's fleet services facility. The new partnership will supply the city's vehicle maintenance garage with an efficient and cost-effective flow of parts that are needed to keep Lansing's fleet in good working order.

"This private-public partnership is a key next step in providing a higher level of service to our customers and creates the opportunity for future expansion of the fleet services division," said Chief Operating Officer and Public Service Director Chad Gamble.

NAPA-IBS has been successfully implemented across the country in city, county, DOT and school garages. This partnership will reduce the city's inventory investment, increase the fleet's productivity, connect instantly to a national parts network, and reduce the overall parts room cost. Dan Bigham, Integrated Supply Manager for NAPA, stated: "This type of integration places the full function of a NAPA store right in the City's fleet services building. This integration and enhanced service leverages NAPA's national parts contracts, connection with regional parts warehouses and a national parts database at the tip of our fingers." Another key area of savings will be the streamlining of invoice processing, reducing them from hundreds monthly to just one.

Gamble noted that the city is making better use of limited resources by implementing the most timely, efficient and cost-effective systems possible for repairing the city's vehicles. Currently, two employees support the existing parts acquisition process. This has been a source of limitation during an extended work hours or sickness by either of these employees. "This new partnership will avoid the need for other mechanics to work in the parts room and keep them on task repairing the city's fleet," Gamble said. The two affected city employees will be transferred to other currently vacant positions.



Virg Bernero, Mayor

PUBLIC SERVICE DEPARTMENT

7th Floor City Hall
124 West Michigan Avenue
Lansing, Michigan 48933
(517) 483-4455
FAX: (517) 483-6082
www.lansingmi.gov/pubserv



MEMORANDUM

TO: Dennis Parker, UAW Local 2256 President

FROM: Chad A. Gamble, P.E., Director of Public Service

DATE: February 12, 2016

SUBJECT: Parts Room Sub-Contracting to NAPA

In accordance with Article 7 of the UAW Collective Bargaining Unit Agreement (CBA), this is the Union's notice that on February 22, 2016 the functions of the parts room will be performed by NAPA – IBS via the National Joint Powers Alliance (NJPA) cooperative contract. The current employees working in the part room will be transferred in accordance with the CBA.

As you are aware the City has been investigating the opportunity of partnering with NAPA and/or other parts room management vendors for several years. We have held meetings with City parts room staff and UAW representatives to discuss concerns and or avail UAW members to ask questions of the services that may/would be offered by NAPA. It is my vision and a necessary step to increase the number of City employees (mechanics) that service the City's fleet. This may take the form of additional mechanics on 1st shift or the possibility of an additional shift.

The formation of the partnership with NAPA is a necessary next step in establishing our ability to expand in all work areas of the Fleet Services Division. NAPA has demonstrated, via the implementation of the Integrated Business Solution program, in dozens of applications ranging from City, County, DOT, school and federal, that this partnership has reduced unnecessary inventory, increased the amount of work orders processed, increased national real time quick access to specialized long lead time parts, overall work group and inventory cost savings, and a reduction in vendor management and invoice processing.

I hope that you see that this step will allow us to expand our services, increase our preventative maintenance delivery, reduce times when mechanics are called to fill in when all parts employees are unavailable, and increase overall service to our customers. I look forward to discussing this and other expansion and Fleet Services opportunities in the near future.



IBS

POWERED BY 

CASE STUDY:

CITY OF BOSTON, MA FLEET



CITY OF BOSTON FLEET

Nationally Recognized Fleet

#78 "100 Best Fleets" in 2013

#42 "100 Best Fleets" in 2014



Fleet Stats

Departments Served

19 City Departments served including Central Fleet, Sanitation, and Public Works

Number of Technicians

40+ Staff Members

Fleet Size

1200+ vehicles/pieces of equipment

Fleet Makeup

Central Fleet: Elgin Pelican Sweepers
Freightliner 108 SP & M2-106 Dump Trucks
International 4900 Trucks
Ford E/F Series

Hours of Operation

Monday – Friday 7:00am – 8:30pm
Saturdays as needed for Preventive Maintenance Support

Fleet Software

Dossier Fleet Management

Results after using IBS

93% DE PM SERVICE COMPLETED WITHIN 24 HOURS

INVENTORY INVESTMENT REDUCED **\$236,000+↓**

90% ↑ ON-DEMAND RATE

Productivity:

- Cost savings with IBS resulted in extra funding/hiring of three additional technicians
- 93% of Preventative Maintenance service completed within 24 hours
- Procure/manage bulk fluid and lubrication dispensing equipment
- 90%+ on-demand rate by year 2 of IBS operation

Inventory:

- City inventory investment was reduced \$236,000+ in year 1 of IBS operation
- \$650,000+ in available on-hand NAPA owned inventory
- Liquidate obsolete inventory and reinvest in applicable inventory for current fleet
- Cost savings with competitive vendor sourcing by NAPA IBS

Staffing:

- Coordinate structured training for Technicians, Shift Floor Supervisors and Shop Managers
- Implementation of NAPA Autotech and non-NAPA vendor training customized for both Light Duty and Heavy Duty Shops
- ASE Certification training (both classroom and online)

Transaction Cost Reduction:

- Complete accountability of all materials, shifts and technician usage
- 1400+ invoices per month consolidated into one statement for The City

For More Information on the City of Boston Contact:

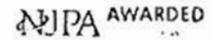
Jim McGonagle
Dir. of Central Fleet Maintenance

MA Public Works Dept.
400 Frontage Rd, Boston, MA

Office: 617-635-1281
jim.mcgonagle@cityofboston.gov



NAPA-Genuine Parts Company



Contract#: 061015-GPC
Category: Fleet Services, Parts & Equipment
Description: Customized Vendor Managed Inventory Supply Services - Fleet Light, Medium and Heavy Duty Parts and Supplies – and Warehousing
Maturity Date: 07/20/2019

- Overview
- Contract Documentation
- Pricing
- Marketing Materials
- NJPA Contract Information

HOW TO PURCHASE ?
 Our step by step guide

Vendor Contact Info
 Jett Kuntz
 Direct Phone: 770-855-2221
jett_kuntz@genpt.com
www.genpt.com

NAPA Auto Parts -Integrated Business Solutions (IBS) program brings the substantial combined corporate assets of Genuine Parts Company's family of supply and distribution enterprises, company and small-business independent stores along with extensive experience into play in 23+ years of running successful on-site and offsite vendor managed inventory operations with government fleet and warehousing facilities.

NAPA Auto Parts, utilizing their own resources and strategic partnerships with numerous additional local and national resources currently provides parts, service and expertise necessary to provide a reliable and complete "dedicated" on-site source of repair parts and services for NJPA members to:

- Achieve a significant reduction in administrative procedures
- Reduce transactional costs through centralized billing across multiple vendors
- Deliver increase in on-demand parts availability
- Drive increases in fleet technician performance
- Reduce vehicle downtime in fleet operations
- Eliminate obsolete parts and shrinkage costs through efficient parts room management technologies
- Significantly reduce the cost of parts and warehouse inventory ownership
- Provide a turn-key sourcing solution service that will enable government agencies to operate the repair and warehouse facilities more efficiently, resulting in savings of funds through cost avoidance

Genuine Parts Company/ NAPA IBS more than 380 active vendor managed parts warehousing partnership locations across the United States and Canada. With our 23+ years of experience in operating these integrated supply operations NAPA can provide some key added-value help to a government fleet organization to help their shops parts operation run smoothly and efficiently.

Our customers today consist of many City, County, School, Higher Ed, Utility, Transit, and MRO Warehousing facilities. NAPA has alliances formed with outside vendors in order to provide the best possible customized service at a competitive price.

Contact us at: <http://www.napa-ibs.com>



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

RFP Opening

JUNE 11, 2015

8:00 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #061015

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. Details of this RFP are available beginning MAY 1, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until JUNE 10, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 11, 2015 at 8:00 a.m. Central Time.

RFP Timeline

MAY 1, 2015	Publication of RFP in the print and online version of the <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia.
MAY 20, 2015 10:00 a.m. Central Time	Pre-Proposal Conference (the webcast/conference call. The connection information will be sent to all inquirers two business days before the conference).
JUNE 3, 2015	Deadline for RFP questions.
JUNE 10, 2015 4:30 p.m. Central Time	Deadline for Submission of Proposals. Late responses will be returned unopened.
JUNE 11, 2015 8:00 a.m. Central Time	Public Opening of Proposals.

Direct questions regarding this RFP to: Jonathan Yahn at jonathan.yahn@njpacoop.org or (218)895-4144.

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I. DEFINITIONS

A. CONTRACT

"Contract" as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer's response pursuant to this RFP, and a fully executed form E ("Acceptance and Award") with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for "Freight On Board" and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. "FOB Destination" defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer's designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP's scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor's NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user's location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 2) on NJPA's website; 3) in the hard copy print and online editions of the USA Today; and 4) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 **Subject to Approval of the NJPA Board:** NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver "Value Added" aspects of the company, equipment/products and services as defined in the "Proposer's Response";

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA's national membership. It is NJPA's intent and desire to award a contract to a single exclusive Vendor to serve our membership's needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer's authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS .

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, **this solicitation should be read to include, but not to be limited to:**

3.17.1.1 vendor managed inventory, lifts, alignment machines, wheel balancers, tire machines, brake lathes, hose reels, diagnostic equipment, lube services, and vehicle body-related parts and services.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.2.1 This solicitation should NOT be construed to include 1) inventory software systems unless they also contain an on-site inventory management solution, or 2) vehicle-parts-only solutions that do not include service options.

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a "Sole Source of Responsibility" Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 **Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 **Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 **Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members' needs.

3.24.1.4 **Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members' needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 **Geographic Area to be Proposed:** This RFP invites proposals to provide FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 **Contract Term:** At NJPA's option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 **Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 **Format for proposal response:** All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hardy copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS to Jonathan Yahn, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Jonathan Yahn at (218) 895-4144. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Jonathan Yahn. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded

as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS and advances to provide equipment/products/services or supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer's Responses for this RFP entitled FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS will be received by Jonathan Yahn, Contracts and Compliance Manager, at NJPA Offices,

202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Jonathan Yahn 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

I. NJPA'S RIGHTS RESERVED

4.30.1 Reject any and all Proposals received in response to this RFP;

4.30.2 Disqualify any Proposer whose conduct or Proposal fails to conform to the requirements of this RFP;

4.30.3 Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;

4.30.4 Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by NJPA and the modifications make the terms of the Proposal more favorable to NJPA, and accept such Proposal as modified;

4.30.5 At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;

4.30.6 Extend the Contract, in increments determined by NJPA, not to exceed a total contract term of five years; and

4.30.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA.

4.30.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA should correct or amend any segment of the RFP after submission of Proposals and prior to announcement of the Awarded Vendor, all Proposers will be afforded ample opportunity to revise their Proposal to accommodate the RFP amendment and the dates for submission of revised Proposals announced at that time. NJPA will not be liable for any errors in the RFP or other responses related to the RFP.

4.30.9 Extend proposal due dates.

5

PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an

alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published "List" price as well as a "Proposed Contract Price" in their pricing matrix. Published List price will be the standard "quantity of one" price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price" defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use "Percentage Discount from Catalog or Category," Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the "Hot List" at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed

equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include

a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request price changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract. Each subsequent pricing update will be saved using the naming convention of "(Vendor Name) pricing effective XX/XX/XXXX."

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent "Single Statement of Product and Pricing" will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a "Single Statement of Product/Equipment and Related Services Contract Price Update". This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity (\$1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under "Proposer Responsiveness."

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one and level two responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for "Level One Responsiveness" and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- 6.6.1 received prior to the deadline for submission or it will be returned unopened;
- 6.6.2 properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3 pricing document (with apparent discounts), sample certificate of liability insurance and all forms fully completed even if "not applicable" is the answer;
- 6.6.4 original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5 an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6 falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 "Level Two" responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item

may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1 Company Information & Financial Strength
- 6.8.2 Industry Requirements & Marketplace Success
- 6.8.3 Ability to Sell & Deliver Service Nationwide
- 6.8.4 Marketing Plan
- 6.8.5 Other Cooperative Procurement Contracts
- 6.8.6 Value Added Attributes
- 6.8.7 Payment Terms & Financing Options
- 6.8.8 Warranty
- 6.8.9 Equipment/Products/Services
- 6.8.10 Pricing & Delivery
- 6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATIONS

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements *must* be identified on *Attachment C*. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor *must* provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy

may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an "A.M. Best" rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors' certificate(s) shall include all subcontractors as additional insureds under its policies or Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer's Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be "Value Added Services" for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase Orders that "This purchase order is issued pursuant to NJPA procurement contract #XXXXXX." A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

7.13.1 The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;

7.13.2 The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;

7.13.3 NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;

7.13.4 The Vendor fails to observe any of the material terms and conditions of the Contract;

7.13.5 The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.

7.13.6 The Vendor fails to report quarterly sales;

7.13.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.

7.13.8 In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 NJPA may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall 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.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor 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. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic

information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA's Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer's response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

Company Information & Financial Strength

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions: list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?
 Yes No
 - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

- 36) Describe your level of experience with national, state and local cooperative contracts.
- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify any GSA Contracts held or utilized by the Proposer.

- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 41) How would you leverage an NJPA awarded contract in your sales process?
- 42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ____ Yes ____ No
- 44) Is this training standard as a part of a purchase or optional?
- 45) Describe current technological advances your proposed equipment/products and related services offer.
- 46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 52) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

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



Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

Contract Award
RFP #061015

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #061015 _____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ NJPA Contract Number #061015

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ NJPA Contract Number #061015

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ NJPA Contract Number #061015

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[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: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list 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? Please provide a list of your network service providers for warranty work and repairs.

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Describe your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.
- 19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.
 Prices offered in this proposal are:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ d. Other; please describe.
- 20) Do you offer quantity or volume discounts?
 _____ YES _____ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry-Specific Items

- 24) Describe your on-site inventory management solution, if applicable.
- 25) If you are proposing an on-site inventory management solution, can you customize it based on NJPA member requests? If so, please provide an example(s) of when and how you have done this.
- 26) What is your parts fill rate, if applicable?

Signature: _____ Date: _____

10 PRE-SUBMISSION CHECKLIST



Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org.**

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- Adding Equipment/ Products /Services
- Deleting/Discontinuing Equipment/Products/Services
- Price Increase
- Price Decrease



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing or equipment/products/services is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://ncesweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)



ADDENDUM ONE (1)
To that certain
NJPA RFP #061015
Issued by
National Joint Powers Alliance®
For the procurement of

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANGEMENT SOLUTIONS

Consider the following to be part of the above-entitled RFP: State of Montana participation

The State of Montana intends to participate in this contract category. Any entity entering into an agreement with the State of Montana under this contract must consent to the following language as part of the agreement.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

VENUE: The parties agree that any litigation concerning subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

All other provisions of the RFP still apply, including the original proposal submission deadline.

Acknowledgment of Addendum One (1) to RFP 061015 emailed on May 11, 2015

COMPANY NAME: _____

SIGNATURE: _____

DATE: _____

Please include this signed Addendum with your RFP response.

Proposal Opening Witness

Date of opening: June 11, 2015

The witnesses signed below hereby witness they were present on the above date and in witness of the public opening of all responses received to the Request For Proposal #061015 for the procurement of FLEET-RELATED MAINTENANCE EQUIPMENT, SERVICES AND INVENTORY MANAGEMENT by NJPA and NJPA Members.

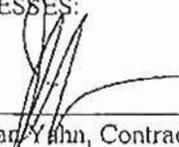
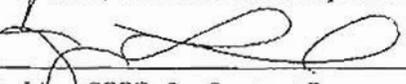
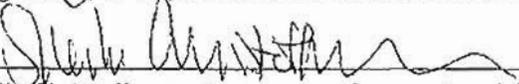
Proposals are evaluated first on responsiveness then on the other criteria included in the RFP. Responsiveness consists of the following criteria:

1. Was the response received prior to the deadline of submission?
2. Was the response properly packaged and addressed?
3. Did the response contain the proper bid bond?
4. Did the response include documents with original signatures that were required?

Responses were received from the following:

- Factory Motor Parts – received 6/10/15 at 11:13am**
Bidder deemed non-responsive
Form D – missing
Form E – electronic copy missing
Form F - missing
- Ford Motor Company – received 6/9/15 at 11:38am**
Bidder deemed responsive
- Genuine Parts Company/NAPA Integrated Business Solutions (IBS) - received 6/9/15 at 10:39am**
Bidder deemed responsive
- Mohawk Resources Ltd - received 6/9/15 at 11:39am**
Bidder deemed responsive
- SEFAC, Inc. – received 6/9/15 at 10:37am**
Bidder deemed responsive
- Sterfil-Koni USA, Inc. – 6/8/15 at 10:44am**
Bidder deemed responsive
- Vehicle Service Group, LLC/Rotary Lift – received 6/10/15 at 11:14am**
Bidder deemed responsive

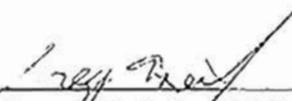
WITNESSES:

 _____ Jonathan Yahn, Contracts and Compliance Manager, NJPA	_____ 6/11/15
 _____ Ginger Line, CPPB, Sr. Contract Procurement Analyst, NJPA	_____ 6/11/15
 _____ Sheila Christoffersen, Procurement Support Specialist, NJPA	_____ 6/11/15



www.njpacoop.org





Gregg Meierhofer, CPPG, Sr. Contract Products & Pricing Analyst



Tom Pertula, Senior Contract Manager, NJPA

6/11/15

6/11/15



Form G
Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions

Possible Points	Genuine Parts Company/NAPA					Vehicle Service Group LLC/Rotary Lift
	Ford Motor Company	Integrated Business Solutions (IBS)	Mohawk Resources Ltd	SEFAC Inc	Stierli-Koni USA Inc	
Conformance to Terms/ Conditions to Include Documentation	41.25	43.00	41.80	33.00	41.40	34.80
Pricing	308.00	314.00	312.00	195.00	298.00	306.00
Financial, Industry and Marketplace Successes	69.60	67.60	62.60	40.80	60.00	61.60
Bidder's Ability to Sell/ Service Contract	88.00	89.80	78.40	51.00	87.00	74.60
Nationally	42.20	42.80	43.40	30.00	36.60	36.80
Bidder's Marketing Plan	63.00	64.60	67.20	49.00	58.00	56.60
Value Added Attributes	39.40	41.20	44.00	31.80	38.80	39.00
Warranty Coverage and Information						
Selection and Variety of Products and Services Offered	152.00	168.00	152.00	133.00	127.00	138.00
Total Points	803.45	831.00	801.40	572.60	727.00	748.00

Gregory J. Pappalardo
 Gregory J. Pappalardo, CPFB, NJPA

Tracy Flinske
 Tracy Flinske, NJPA

Gregg McEmmeler
 Gregg McEmmeler, CPPOY, NJPA

Jonathan J. McJannet
 Jonathan J. McJannet, NJPA

Keith Hansen
 Keith Hansen, CPA, NJPA

Ismael Garcia
 Ismael Garcia, CAFM, City of Sacramento, CA

Home > Biddingo > Bid Information

Bid Information

Pending Biddingo Approval

Bid Information for 061015

Bid Number	061015	Description	FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS.
Published By	National Joint Powers Alliance	Solicitation Type	Open to all suppliers
Contract Type	RFP	Procurement Name	Procurement
Published Date	05/01/2015	Closing Date	06/10/2015 04:30:00 PM CT
Country & Province/State	Ontario, Canada	Region & City	
Bid Type	Goods, Services	Group	
Remind Notice Date	Not Applicable	Publish Option	
NIGP Code		Value Range	Not Applicable
Accept questions / ... Deadline:		Tender Area	

Requirements

NOA Requirement	N/A
NOI Date	N/A
Site Meetings	N/A

Bid Advertisement



FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS.

061015

Closing Date: 06/10/2015 04:30:00 PM CT

Detail:

The National Joint Powers Alliance (NJPA) on behalf of NJPA and its current and potential member agencies (which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies) located in all fifty states, Canada, and internationally, issues this Request for Proposal (RFP) to result in a national contract solution for the procurement of 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES AND INVENTORY MANAGEMENT SOLUTIONS. Proposals will be received until JUNE 10, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 11, 2015 at 8:00 a.m. Central Time.

Bid Document

No Bid Document Selected

Selected Categories (Biddingo Category)

Automotive/ Industrial

Automotive Services

Aviation Supplies/ Services

Heavy Equipment/ Vehicles

Industrial Vehicles/ Equipment

- [12 Step Procurement Process](#)
- [About Us](#)
- [Affiliations & Relationships](#)
- [Become a Member](#)
- [Become a Vendor](#)

- Contracts - General
- Contracts - Fleet
- Contracts - e-Procurement
- Cooperative Health
- Current & Pending Solicitations
- FAQs
- How to Purchase
- Legal Authority
- National Cooperative Leasing
- NJPA Access for Vendors
- Search Vendors & Products
- Trials
- What Can NJPA Do for You
- Vendor Newsletter

Get to Know NJPA

Current & Pending Solicitations

- Staffing and Professional

Employment Related Services

Paint and Wall Coverings with

Related Supplies, Equipment

and Services

- Agricultural Tractors with

Related Equipment and

Accessories

- Pre-Engineered Buildings

with Related Materials, Site

Prep, Install, and Auxiliary

Services

- Furniture with Related

Accessories and Services

- Heavy Construction Equip

with Related Accessories,

Attachments, and Supplies

- Airport Rescue and

Firefighting (ARFF)

- Extinguishing Agents and

Related Products and Services

- Leasing and Financing

Solutions with Related Services

- Storage Products and Systems

with Related Accessories

- Medium Duty and Compact

Construction and Maintenance

Equipment with Related

Attachments, Accessories, and

Supplies

- Meshed Cloths and

Administrative Services and

Provider Network Access

- Portable Construction and

Maintenance Equipment and

Trailers with Related

Accessories, Attachments, and

Supplies

- Earthquake Early Warning

Systems and Related Products

or Services

- Fleet-Related Maintenance

Public Purchase

Home Bid Closed Bid My Stuff Tools

Home New Bid Closed Bids My Stuff Tools



Bid RFP #061015 - FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. [\[Switch to Vendor View\]](#)

Bid Type RFP

Bid Number 061015

Title **FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS.**

Start Date **May 1, 2015 8:50:46 AM CDT**

End Date **Jun 10, 2015 4:30:00 PM CDT**

Agency NJPA

Bid Contact **Ginger Line**
(218) 894-5483
ginger.line@njpacoop.org
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

Access

Reports
View reports on who has been notified of the bid or accessed it. [\[Refresh Bid Report\]](#) [\[Access Report\]](#)

Questions

0 Questions
0 Unanswered
[\[View All Questions\]](#)

Edit Bid

[\[Edit Bid\]](#)
[\[Add Comment\]](#)

Description

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. Details of this RFP are available beginning MAY 1, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until JUNE 10, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 11, 2015 at 8:00 a.m. Central Time.

Delivery Information

Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479

Pre-Bid Conference

Date May 20, 2015 10:00:00 AM CDT

Location Webcast/Conference Call

Notes Connection Information will be sent two business days prior to the event.

Documents

No Documents for this bid

THE STATE MEDIA CO., INC.
Columbia, South Carolina
publisher of
The State

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Personally appeared before me, Linda Reeves, Sales Assistant
of THE STATE, and makes oath that the advertisement,

RFP The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS.

1708586

was inserted in THE STATE, a daily newspaper of general circulation published in the City of Columbia, State and County aforesaid, in the issue(s) of

May 1, 2015


Linda Reeves, Sales Assistant

Subscribed and sworn to before me, Karen L. Book,

on this day, May 1, 2015


Notary Public

My commission expires
September 25, 2016.

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

RFP
The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. Details of this RFP are available beginning MAY 1, 2015. Details may be obtained by letter of request to Jonathan Yuh, NJPA, 202 12th Street, Northeast, P.O. Box 219, Stables, MN 56179, or by e-mail at RFP@njpa.com. Proposals will be received until JUNE 10, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 11, 2015 at 9:00 a.m. Central Time.
1708586

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FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS.

Disclaimer

Header

Reference Number	PR329129
Solicitation Number	061015
Buying Organization	National Joint Powers Alliance
Source ID	PP.CO.USA.868485.C88455
Associated Components	Yes
Non-disclosure Agreement	Not required.

Dates

Published	
Revised	
Closing	2015-06-10 04:30 PM Central Daylight Saving Time CDT

Details

Opportunity Access	Open
Category	Miscellaneous Goods
GSINS	
Region of Delivery	Canada
Agreement Type	
Tender Type	Request for Proposal (RFP)
Estimated Value	
Pre-bid Meeting	Optional 2015-05-20 10:00 AM Central Daylight Saving Time CDT Webcast/Conference Call
Site Visit	Not Applicable

Bid Security Required	No
Deadline for Bidders' Questions	2015-06-03

Notice Description

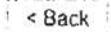
FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS.

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. Details of this RFP are available beginning MAY 1, 2015. Proposals will be received until JUNE 10, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 11, 2015 at 8:00 a.m. Central Time.

Contact(s)

Contracting Authority

Name	Ginger Line
Address	202 12th Street NE PO Box 219
City	Staples
State / Province	MN
Country	United States
Postal Code	56479
Phone	(218)894-1930 ☎
Fax	(218)894-3045 ☎
Email	ginger.line@njpacoop.org
Website URL	

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Note: Web site links will be displayed when available. If you click a web site link, you will be connected to another web site. Your MERX session will timeout after 20 minutes of inactivity. Should this occur, please return to the MERX home page and log in to MERX again.

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WEST VALLEY CITY, UTAH 84118
FED. TAX I.D.# 87-0217663
801-204-6911

The Salt Lake Tribune

MEDIA

Deseret News

PROOF OF PUBLICATION

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CUSTOMER NAME AND ADDRESS	ACCOUNT NUMBER	DATE
NATIONAL JOINT POWERS ALLIANCE. MAUREEN KNIGHT PO BOX 219 STAPLES MN 56479	9001496962	5/1/2015

ACCOUNT NAME	
NATIONAL JOINT POWERS ALLIANCE,	
TELEPHONE	AD ORDER# / INVOICE NUMBER
2188945483	0001026020 /
SCHEDULE	
Start 05/01/2015	End 05/01/2015
CUST. REF. NO.	
#061015	
CAPTION	
NOTICE TO CONTRACTORS The National Joint Powers Alliance (NJPA), on behalf of NJPA &	
SIZE	
39 Lines	1.00 COLUMN
TIMES	RATE
3	
MISC. CHARGES	AD CHARGES
TOTAL COST	
89.63	

NOTICE TO CONTRACTORS
The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, fiscal management, and all other public agencies located in all fifty states, Canada, and internationally, issues Request for Proposal (RFP) to result in a national contract solution for the procurement of 4-Color 100% FLEET-RELATIVE: MULTICOLOUR EQUIPMENT, SUPPLIES, SERVICES, AND FINANCING MANAGEMENT SOLUTIONS. Details of this RFP are available beginning May 1, 2015. Details may be obtained by letter of request to Jonathan Yule, NJPA, 202 12th Street, Herndon, VA, 20185, 219, Staples, 10150, or as e-mailed at njpa@njpa-coop.org. Procurement will be retained until 10:30 AM, 2015 at 4:30 pm Central Time in the event of their and proceed JUNE 11, 2015 at 8:00 am Central Time.
1026020 UTAH

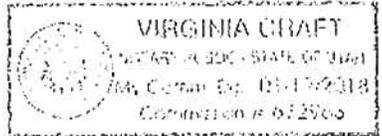
AFFIDAVIT OF PUBLICATION

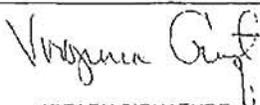
AS NEWSPAPER AGENCY COMPANY, LLC dba MEDIA ONE OF UTAH LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF NOTICE TO CONTRACTORS The National Joint Powers Alliance (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all government FOR NATIONAL JOINT POWERS ALLIANCE, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba MEDIA ONE OF UTAH (AGENT) FOR THE SALT LAKE TRIBUNE AND DESERET NEWS, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAH.EGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAH.EGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 05/01/2015 End 05/01/2015

SIGNATURE 

DATE 5/1/2015




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DJC

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(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, Marc Caplan , being first duly sworn, depose and say that I am a Public Notice Manager of the Daily Journal of Commerce , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Fleet-Related Maintenance Equipment, Supplies, Services and Inventory Management Solutions National Joint Powers Alliance»; Bid Location Staples, MN, Cass County; Due 06/10/2015 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

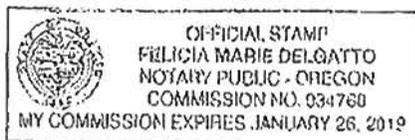
5/1/2015

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 1st DAY OF May, 2015

Marc Caplan

Notary Public-State of Oregon



**NATIONAL JOINT
POWERS ALLIANCE®
FLEET-RELATED MAINTENANCE
EQUIPMENT, SUPPLIES, SERVICES,
AND INVENTORY MANAGEMENT
SOLUTIONS**

Proposals due 4:30pm, June 10, 2015
REQUEST FOR PROPOSALS

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of # 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS. Details of this RFP are available beginning MAY 1, 2015. Details may be obtained by letter of request to Jonathan Yahn, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacop.org. Proposals will be received until JUNE 10, 2015 at 4:30 p.m. Central Time at the above address and opened JUNE 11, 2015 at 8:00 a.m. Central Time. Please see who this pertains to here: <http://www.njacop.org/oregon-advertising>.
Published May 1, 2015. 10748853

Ginger Line
National Joint Powers Alliance
PO Box 219
Staples, MN 56479-0219

Order No.: 10748853
Client Reference No: RFP #061015

MONTANA GOV

<http://mt.gov>



[0](#)

SMART Stewardship (/)

GENERAL SERVICES DIVISION (/)

Solicitation Details

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Solicitation Number--Title:

RFP061015--Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions

Date Issued:

Wednesday, May 13, 2015

Closing Date and Time:

Wednesday, June 10, 2015 3:30 PM

Issuing Agency:

State Procurement Bureau (On behalf of State Procurement Bureau)

Contact:

Jeannie Lake | jeannelake@mt.gov (mailto:jeannelake@mt.gov) | (406) 444-0110

Documents (Post Date):

[061015-Fleet-Maintenance-RFP \(/gsd/onestop/Upload/061015-Fleet-Maintenance-RFP.pdf\)](#) (5/13/2015)

[Addendum-One-Fleet-Maintenance \(/gsd/onestop/Upload/Addendum-One-Fleet-Maintenance.pdf\)](#) (5/13/2015)

[Announcement-NJPA \(/gsd/onestop/Upload/Vendor-Announcement-NJPA.doc\)](#) (5/13/2015)

[Forms-Package-061015-Fleet-Maintenance \(/gsd/onestop/Upload/Forms-Package-061015-Fleet-Maintenance.docx\)](#) (5/13/2015)

Quote Group--Quote Group Item (ID):

- Vehicles--Cars, Trucks, & Vans (4903)
- Vehicles--Repairs/Maintenance (4909)
- Vehicles--Shop Equipment (4911)
- Vehicles--Vehicle Accessories (4913)
- Vehicles--Auto Parts (4915)

Synopsis:

This is a notice to all interested vendors advising them of this RFP. Do not send RFP responses to the State Procurement Bureau. All questions regarding this RFP must be directed to NJPA as

stated in the Request for Proposal document posted.

Notes:

None Available

Public Meetings (Date):

None Available

Contract Award (Date):

None Available

**CONTACT US
(HTTP://GSD.MT.GO
/MAINPAGE
/CONTACTINGGENE**

Department of
Administration

General Services
Division

1310 East Lockety

Helena, MT 59620

PO Box 200110

DOA Home
(<http://doa.mt.gov>)

DOA Divisions
(<http://doa.mt.gov/sitemap.mcp#4>)



STATE LINKS

Employee Access
(<http://mt.gov/employee/default.mcp#x>)

Governor Bullock's Office
(<http://governor.mt.gov/>)

Mobile Apps (<http://mt.gov/services/default.aspx#tabs-4>)

Social Media Index
(<http://mt.gov/SocialMediaIndex.aspx>)

State Employee Directory
(<http://pubdir.mt.gov/>)

State Phone Book
(<http://mt.gov/content/gov/statedir/statephonebook.pdf>)



Regular Meeting of the
NATIONAL JOINT POWERS ALLIANCE®
Board of Directors
Tuesday, July 21, 2015
Executive Conference Room
202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:55p.m. with the following members present: Mike Wilson, Mary Freeman, Scott Veronen, John Poston, Barb Neprud, Colleen Seelen, and Sara Nagel. Also present was Mary Klamm, Ex-Officio, and Chad Coauette, Susan Nanik, Paul Drange, Misty Myers, Jeremy Schwartz, Jeremy Schneider, Bev Hoernberg, Mike Domin, and Deb Cervantez, NJPA staff.

Ms. Nagel moved, seconded by Ms. Seelen to accept the agenda as amended. Motion carried.

Ms. Seelen moved, seconded by Ms. Neprud to accept the minutes of the Regular Board Meeting held on June 16, 2015. Motion carried.

Dr. Coauette presented the monthly Financial Reports.

Ms. Freeman moved, seconded by Ms. Seelen to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #85275 to #85600. Motion carried.

Ms. Freeman moved, seconded by Mr. Poston to approve all Wire Transfers #366 to #390. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added June 1-30, 2015
- Approve Authorization to Solicit ezIQC State of North Carolina
- Approve Authorization to Re-Solicit
 - Passenger Cars, Light Duty, Medium Duty and Heavy Duty Trucks with Related Accessories
 - Professional Consulting Services with Related Supplies and Accessories
 - Public Safety Related Equipment with Supplies, Accessories and Services
 - Administrative Software with Related Goods and Services
 - Airfield Marking Paint
 - E-Rate Associated Telecommunications, Internet Access and Internal Connectivity Related Goods and Services
 - Floor Covering with Related Supplies, Equipment and Services
 - Express Courier, Overnight, Ground Delivery Logistics Services
 - Classroom Sound Enhancement with Related Accessories, Supplies and Services
 - Exercise and Rehabilitation Equipment with Related Accessories, Supplies and Services
 - Elevators, Escalators, Power Walks with Related Services, Accessories and Supplies
- Approve Bid Evaluation Committee's Recommendation to Award RFP #052015 for Portable Construction and Maintenance Equipment and Trailers with Related Accessories, Attachments and Supplies to:
 - Clark Equipment Company dba Doosan Portable Power
 - Multiquip, Inc.
 - Sullair, LLC
 - Trail King Industries, Inc.

- Approve Bid Evaluation Committee’s Recommendation to Award RFP #061015 for Fleet-Related Maintenance Equipment, Supplies, Services, and Inventory Management Solutions to:
 - Ford Motor Company
 - Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
 - Mohawk Resources, Ltd.
 - Vehicle Service Group, LLC/Rotary Lift
 - Steril-Koni USA, Inc.
- Approve Bid Evaluation Committee’s Recommendation to Award RFP #061715 for Earthquake Early Warning Systems and Related Products or Services to:
 - No Awards Recommended
- Approve Bid Evaluation Committee’s Recommendation to Award RFP #072115 for ezIQC State of Georgia to:
 - F.H. Paschen, S.N. Nielsen & Associates, Inc. GA-072115-FHP
 - LESCO Restorations, Inc. GA-072115-LRI
 - Kellogg, Brown & Root GA-072115-KBR
 - Centennial Contractors Enterprises, Inc. GA-072115-CCE
 - HITT Contracting, Inc. GA01-1-072115-HIT
 - Prime Contractors, Inc. GA01-1-072115-PCI
 - Astra Construction Services, LLC GA02-2-072115-ACS
 - Osprey Management LLC GA03-1-072115-OML
 - Johnson-Laux Construction, LLC GA03-2-072115-JLC
 - HCR Construction, Inc. GA03-3-072115-HCR
 - Engineering Design Technology GA04-1-072115-EDT
 - Red Cloud Services, LLC GA05-1-072115-RCS
 - Rubio and Son Interiors, Inc. GA07-1-072115-RSI
 - Greene & Burdette Property Management, LLC GA07-2-072115-GBP
 - J.J. Morley Enterprises, Inc. GA10-1-072115-JME
 - HITT Contracting, Inc. GA11-1-072115-HIT
- Approve Renewal of Agreements with:
 - Jacobsen, a division of Textron, Inc. 070313-JCS
 - ESM Solutions Corporation 052512-ESM
 - Agile Access Control, Inc. 050613-AAC
 - Pitney Bowes 043012-PIT
 - Deere & Company 070313-DAC
 - Kubota Tractor Corporation 070313-KBA
 - Flex-O-Lite 052412-FOL
 - AssetWorks, Inc. 050613-AWI
 - Automotive Rentals, Inc. 080212-ARI
- Approve Renewals of ezIQC Agreements with:
 - The Matthews Group, Inc. VA-RNK-061813-TMG
 - The Matthews Group, Inc. VA-060811-TMG
 - The Matthews Group, Inc. MDBCG-022912-TMG
 - Centennial Contractors Enterprises, Inc. GA03-062911-CCE
 - Centennial Contractors Enterprises, Inc. GA07-062911-CCE
 - F.H. Paschen, S.N. Nielsen & Associates, Inc. GA06-062911-FHP
 - F.H. Paschen, S.N. Nielsen & Associates, Inc. GA08-062911-FHP
 - F.H. Paschen, S.N. Nielsen & Associates, Inc. GA11-062911-FHP
 - J.J. Morley Enterprises, Inc. GA10-062911-JME
 - Johnson-Laux Construction, LLC GA12-062911-JLC
 - LESCO Restorations, Inc. GA05-062911-LRI
 - Sorensen Gross Construction Services, LLC GA02-062911-SGC

Motion carried.

Mr. Domin gave an in-service on what his position as Membership Relations and Communications entails.

Mr. Drange gave an update of Regional Programs.

Mr. Schwartz gave an update on how contracts are awarded and maintained.

Mr. Schneider gave an update on metrics data.

Ms. Nanik gave an update on the facility expansion.

Proposed revisions to the Travel Policy were reviewed.

Ms. Neprud moved, seconded by Ms. Seelen to approve Dr. Chad Coquette as the Identified Official with Authority for the Minnesota Department of Education External User Access Recertification System. Motion carried.

Ms. Neprud moved, seconded by Mr. Poston to approve the Staffing Agreement with Benton-Stearns Education Coop for the PBIS Coordinator. Motion carried.

Mr. Poston moved, seconded by Ms. Neprud to approve the Individual Employment Contract with Erin Engness, PBIS Coordinator. Motion carried.

Ms. Neprud moved, seconded by Ms. Nagel to approve the revised Administrative Specialist; Membership & Marketing job description and retro pay to July 1, 2015. Motion carried.

Mr. Veronen moved, seconded by Mr. Poston to approve internally opening an additional Graphic Design Specialist position. Motion carried.

Ms. Seelen moved, seconded by Ms. Nagel to approve hiring Tanya Nelson, Administrative Specialist; Legal effective July 20, 2015, and open Administrative Specialist; Receptionist position. Motion carried.

Mr. Poston moved, seconded by Ms. Neprud to approving hiring Tracy Plinske, Contract Management Specialist effective date to be determined, and open Contract Procurement Analyst position. Motion carried.

Ms. Neprud moved, seconded by Mr. Poston to approve hiring Mike Carlson, Director of Finance effective August 3, 2015. Motion carried.

Mr. Poston moved, seconded by Mr. Veronen to approve the following part-time Education Consultant contracts:

- Gwynne Gildow up to 30 days
- Jean Weyer up to 40 days
- Lisa Novak up to 10 days (purchase of service from Menahga School District)

Motion carried.

Ms. Neprud moved, seconded by Mr. Poston to approve the Independent Consultant Agreement with Marilyn McKeehen. Motion carried.

Mr. Poston moved, seconded by Ms. Nagel to approve the resignation of Amanda Kennedy, Collaborative Service Worker, effective July 31, 2015 and open position. Motion carried.

Ms. Nanik gave the staffing update.

Dr. Coauette reported on the metrics planning update, MSC Conference review, and board member follow-up meetings.

Ms. Freeman reported on the hiring of Mary Klamm as the new superintendent at Staples Motley School District.

Ms. Nagel moved, seconded by Mr. Poston to adjourn the meeting at 8:05 p.m. Motion carried.



PROPOSER QUESTIONNAIRE- General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on Form P)

Proposer Name: Genuine Parts Company/NAPA IBS Questionnaire completed by: Jett Kuntz

Please identify the person NJPA should correspond with from now through the Award process:

Name: Jett Kuntz E-Mail address: Jett_Kuntz@genpt.com

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. *Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.*

Company Information & Financial Strength

1) Why did you respond to this RFP?

NAPA IBS has responded to this RFP as the incumbent contract holder under NJPA Contract #010511. For the past five years we have learned and grown with NJPA as the roots of cooperative purchasing have grown within our company. We are responding to this RFP because we have seen – over the life of our initial contract – the huge direct benefits cooperative purchasing has delivered to our government agencies that have used the NJPA IBS contract. We feel we are a best-in-class overall solution to a wide range of vendor managed parts inventory services for fleet and related MRO operations in the US and Canada. We feel our ability to market the NJPA contract in all 50 states and all provinces in Canada – connected with the brick and mortar locations we have in all 50 states and all Canadian provinces – give Genuine Parts Company a unique position to provide the best value for vendor managed services for NJPA contract holders in government, education, and non-profits. We have been honored to be a part of the solution NJPA provides nationwide – it has been the only cooperative contract NAPA IBS has promoted to our customer base. **Our goal is to be selected as the Exclusive Vendor in the category of vendor managed on-site and off-site parts, supplies and warehouse inventory services under the new NJPA contract #061015.**

2) What are your company's expectations in the event of an award?

As the current contract holder for NJPA we have 17 IBS operations utilizing the NJPA contract that expires February 2016. Our first order of business - if awarded – will be to renew/extend every IBS contract to the allowable timeframe. Our current customers have seen the benefits and are eager to continue the completely integrated programs we have begun over the last 5 years. On the new business side, we have multiple wide-ranging projects in line in the event of an award. We have fully engaged our team of 18 IBS marketing specialists in the US and 7 marketing specialists in Canada on a multi-level NJPA marketing roll-out in Q3 2015 should we be awarded the NJPA contract for our services. Our plan includes a new NJPA specific web page, Salesforce.com database integration, and commitment from Genuine Parts Company on dedicated NJPA testimonial videos that will be used in our digital campaign. In the short term, we feel we can double our contracts in the next 24 months and grow the vendor managed inventory space to fleet related and MRO related space in many of our existing sites. We currently have over 350 NAPA IBS contracts in the US and 22 in Canada. A large majority of these are government contracts that we will encourage to utilize our NJPA contract in lieu of rebidding in the years ahead. The opportunity is broad.

3) Provide the full legal name, address, tax identifications number, and telephone number for your business.

Genuine Parts Company
 2999 Circle 75 Parkway
 Atlanta, GA 30339
 Phone #770-956-2200

Federal Tax ID: 58-0254510

4) **Demonstrate your financial strength and stability.**

Genuine Parts Company is publicly traded on the NYSE (Stock symbol: GPC). Genuine Parts Company was founded in 1928 and has grown to a \$15 billion company based on the strength of a strong business core of diverse distribution strategies in automotive (light, medium, heavy duty - NAPA), industrial MRO (Motion Industries), wholesale office products (SP Richards), and industrial electrical distribution (EIS). Please see attached Exhibit A for company profile and annual report that outlines our 87 year track record and financial history.

5) **Are you now, or have you ever been the subject of a bankruptcy action? Please explain.**

Genuine Parts Company has never been part of a bankruptcy action.

6) **Provide a brief history of your company that includes your company's core values and business philosophy.**

Genuine Parts Company, founded in 1928, is a service organization engaged in the distribution of automotive replacement parts, industrial replacement parts, office products and electrical/electronic materials. GPC has a distribution network of over 2,600 operations located throughout the US, Canada, Mexico, the Caribbean, Australia and New Zealand. The Company serves tens of thousands of customers through these operations and has approximately 37,500 employees. With over 87 years of distribution expertise, GPC's commitment and reputation for just-in-time service position us as a critical partner in our customers' success. **GPC Core philosophy:** Genuine Parts Company and NAPA IBS philosophy is to earn status as the leader in market share in every business category in which we do business through incredible internal team building and outstanding supply chain solution that benefit our end-user customers. **NAPA IBS Philosophy:** Develop the best-in-class supply chain and vendor management parts through supply chain and warehousing strategies for our core government, education and private business customers. We do this through consistent benchmark reporting, flexibility in our model, and transparency in the parts, supplies and services provided in our contracts.

7) **How long has your company been in the FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS industry?**

Our company – GPC – has been in the fleet-related maintenance equipment, supplies and services business for over 87 years. Specifically our company has been in the vendor managed inventory solutions business (trademark name Integrated Business Solutions – IBS) for over 22 years.

- 8) **Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?**
- a) **If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.**
 - b) **If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.**
 - c) **Are these individuals your employees, or the employees of a third party?**
 - d) **If applicable, is the Dealer Network independent or company owned?**

Our company is clearly defined as a distributor/dealer/reseller of the products we provide as part of this RFP. NAPA IBS is a division of NAPA Auto Parts. The NAPA Auto Parts offering provides our contract holders with the opportunity to purchase over 445,000 skus of automotive replacement parts (light, medium, heavy duty), paint, supplies, tools, equipment, and other related fleet supplies. This is unique to NAPA IBS. Other vendor managed inventory companies may claim they can supply NAPA parts through their agreement – however, they are not authorized resellers of our NAPA branded product. Only NAPA IBS has direct to vendor relationships for NAPA branded products through our IBS stores for our customers. Our NAPA IBS offering expands that offering to our customers as a reseller of over 1,300 manufacturers and distributors – covering OE product, aftermarket and manufactured product distributed through our 350+ NAPA IBS locations.

a) NAPA IBS works under the corporate umbrella of Genuine Parts Company and is the authorized entity within GPC to offer the services outlined in this RFP – either through our corporate NAPA stores or independent NAPA stores. These entities are the only parties that may work under our corporate umbrella to provide services outlined under this RFP response identified as NAPA Integrated Business Solutions. NAPA and NAPA IBS are authorized trademarks of Genuine Parts Company.

b) Genuine Parts Company is not a manufacturer of the products sold under the terms of the services outlined in this RFP.

c) Genuine Parts Company/NAPA IBS is the corporate entity responsible for the services outlined in the RFP response. In specific cases where an independent NAPA store may be a better service vehicle for a specific NJPA contract member, the independent NAPA store is bound to abide by the assignment of the contract outlined within our NJPA contract. Genuine Parts Company corporate will manage all NJPA IBS contracts from a reporting and contract management perspective. All employees engaged in an NJPA service as part of the services outlined in this response will be either GPC corporate employees or affiliated NAPA independent store employees. We believe that engaging our independent stores will provide NJPA members the unique opportunity to leverage the benefits that a world-class international supplier can provide while being inclusive of small businesses in their community – a goal of many procurement agencies today.

d) NAPA's dealer network is made up of both company and independent stores. In the services outlined in this RFP, Genuine Parts Company will be the "sole source of responsibility" for all NJPA contract matters. In cases where an NJPA member wishes to enter into a NAPA IBS relationship with their local, small business NAPA independent store owner, Genuine Parts Company will work with the NJPA member to facilitate the same terms of our NAPA IBS through our independent owner. The owner will be subject to the terms of the NJPA/NAPA IBS contract.

- 9) **Please provide your bond rating, and/or a credit reference from your bank.**

Genuine Parts Company is a Fortune 250 publicly traded company (NYSE: GPC). Our company has never had to pay a service for a bond rating. Our financial status is reported as a public company on our website – www.genpt.com. As a corporation, we do business with multiple banks – the largest being Bank of America and Sun Trust Bank – references from these banks – if required – may be requested through our GPC Treasurer – Frank Howard at 770-956-2200.

- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.

Genuine Parts Company has required business licenses to do business in all 50 states and all Canadian provinces.

- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."

Not applicable. – Beyond normal business licenses required in every state and province in our trade area – NAPA IBS is not subject to any other licenses or certifications to do commerce in the items listed in this RFP.

- 12) Provide all "Suspension or Disbarment" information as defined and required herein.

Genuine Parts Company has never been barred or suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency.

- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.

GPC complies with the general insurance requirements within this RFP and has proven so in hundreds of contracts with government agencies. Additionally GPC purchases a \$5 million automobile liability policy and a \$1 million workers compensation policy. *Our certificate of insurance required as part of this submission is attached in Exhibit B within our RFP response.*

- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Potential list of sub category services/solutions NAPA IBS can provide under the services outlined in this RFP:

- o Vendor managed fleet parts management services – aftermarket, OE parts, tires, related supplies, paint, tools and equipment
- o Vendor managed facilities MRO warehouse management services - including building materials, industrial materials, school supplies, office supplies
- o Repair and diagnostic equipment for fleet operations
- o Maintenance, repair, and operating replacement supplies for facilities, schools, non-profits, housing authorities, transit agencies
- o IT services for fleet and MRO facilities – including warehouse enterprise software integration, consulting, fleet software integration, data management
- o Parts and MRO supplies using vending machine solutions –based on customer need
- o Off-site inventory vendor managed services – manned and unmanned
- o Parts and warehouse staffing services
- o Inventory management analysis
- o Exclusive on-line parts ordering via NAPA ProLink
- o Fleet metrics reporting

Industry Requirements & Marketplace Success

15) List and document recent industry awards and recognition.

Our vendor managed inventory services with IBS are awarded with the successes of our customers. Over the past 22 years our NAPA IBS customers have received hundreds of local and national awards. In recent years the following fleet organizations have received awards of operational excellence and have attributed part of their success to NAPA IBS:

a) Keith Lecch -- City of Sacramento, CA (NJPA IBS contract Holder) -- 2014 National Association of Fleet Administrators – Fleet Excellence Award and 100 Best Fleets #1 Fleet In America 2015

b) Greg Morris -- Fleet Director -- Sarasota County, FL -- Association of Equipment Management Professionals 2014 "Fleet Master" Award

c) Government Fleet Magazine Leading Fleets – 2015 Leading Fleets Awards (in alphabetical order):

City of Boise, ID, Fleet Services (Craig Croner, CFPF)

City of Boston, MA Central Fleet Management (Jim McGonagle)

City of Dublin, OH (J. Darryl Syler)

City of Fort Worth, TX (Wayne Corum)

City of Houston, TX (Kenneth Høglund, P.E.)

City of Sacramento, CA (Keith Lecch)

City of Ventura, CA (Mary Joyce Ivers)

County of San Diego, CA (Sharyl Blackington)

County of Sonoma, CA Fleet Operations Division (David Worthington)

Hillsborough County, FL (Robert L. Stine, Jr)

New York City Police Department, NY (Robert Martinez)

City of New York City Department of Citywide Administrative Services, NY (Keith Kernan)

Sarasota County Government, FL (Gregory Morris)

d) NAPA IBS Award – City of Houston, TX Fleet -- 2014 Vendor of the Year

16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

References

Palm Beach County, Florida (Current NJPA member and NJPA IBS contract holder)

2601 Vista Parkway

West Palm Beach, FL 33411

Contact: Douglas Weichman

561-233-4550

dweichma@pbcgov.org

In-house parts operation: Under contract for almost 3 years – since September 2012

Vehicles & Equipment include: Road, Fire, Ambulance, Solid Waste, Trucks, Passenger, Miscellaneous, Small Engine, Light duty, and Heavy-duty equipment. Invoice integration and Reconciliation with FMIS system

NAPA Employees: 5

Inventory Value: \$450,000.00

Annual Contract Value: \$2.1 million

City of Chicago
1685 N. Throop Street
Chicago, IL 60622

Contact: Walter West – Deputy Commissioner/Fleet Services
312-744-5240
Walter.West@cityofchicago.org

In-house parts operation – Under contract for 15 years (13 unique fleet shop locations)

Services provided include automotive parts, heavy duty parts, industrial parts and supplies, tires (new and recap), lubrication products, machine shop service, on-site hydraulic hose assembly, sublet repairs, wrecker service and emergency tire road service. Note: NAPA's TAMS inventory system is fully integrated with Chicago's Assetworks M4 Fleet Software.

Vehicles and Equipment Include: Aviation at O'Hare and Midway Airports, Police, Fire, Ambulance, Solid Waste and miscellaneous small engine, light duty and heavy duty equipment.

NAPA Employees: 84
Inventory Value: \$ 5,500,000
Annual Contract Value: \$23,000,000

Metro Louisville (City of Louisville, KY/Jefferson County, KY)
935 Logan St.
Louisville, KY 40204
Contact: Matt Maskey - Fleet Operations Manager
502-571-3180
Matthew.Maskey@louisvilleky.gov

Note: The City of Louisville and Jefferson County have merged into a single government entity.

In-house parts operation – Under contract for 16 years (2 main fleet shop locations)

Services provided include automotive parts; heavy-duty parts, industrial parts & supplies, tires (new & recap), lubrication products, machine shop service, on-site hydraulic hose assembly, sublet repairs, wrecker service, and emergency tire road service.

Vehicles and Equipment Include: Police, Fire, Ambulance, Solid Waste, Ambulance, RV, Bus and miscellaneous small engine, light duty, and heavy-duty equipment.

NAPA Employees: 10
Inventory Value: \$1,700,000
Annual Contract Value: \$4,800,000 annually

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.

Top 5 Government and/or educational customers:

- a) City of Chicago, IL fleet operations (15 locations) – annual purchases \$22 million
- b) City of Houston, TX fleet operations (17 locations) – annual purchases \$20 million
- c) City of New York City, NY fleet operations (12 locations) -- annual purchases \$13 million
- d) City of Louisville, KY (3 locations) – annual purchases \$6 million
- e) Maine DOT, ME (7 locations) – annual purchases \$6 million

18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Government (City, County, State, DOT, Government Utility only) and education (school bus fleets only) are about 70% of our overall purchase volume in the vendor managed inventory services. Of that 70% it is divided 60% government (city, state, county, DOT, government utility) and 10% education/school (Higher Ed/K-12) fleet. We also have very large customers in the private sector (airlines, construction, utility, private fleets) that are a significant portion of our IBS services. It is a tremendous value to our government customers that we have information on vendors from our private sector business. It broadens the scope of availability on OE and MRO supplies for our government and education fleet customers.

Proposer's Ability to Sell and Deliver Service Nationwide

19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?

NAPA IBS has 100% coverage of the US through full-time NAPA IBS dedicated sales representatives across our 10 automotive company divisions: *Our NAPA IBS US NJPA Sales Force includes:*

- Atlantic Division – **Josh Peters and Robert Haas** - SC, NC, TN, VA, KY, AR
- Central Division – **Daniel Bigham, Steve Cherry and Mike Melnert** - OH, Western PA, IN, MI
- Eastern Division – **Terry Ryan and Bruce Pinto** - NY, NJ, MA, NH, VT, ME, CT
- Florida Division – **Mark Smith** - FL
- Mountain Division – **Dale Clark and Vicky Donio** - CO, UT, SD, ND, MT, WY, ID, WA, AK, HI, UT
- Midwest Division – **Mike Picardi** - IL, MO, WI, MN, IA
- Quaker Division – **Rick Strevig** - DC, Eastern PA, Southern NJ, MD, DE, RI
- Southern Division – **Tony McSwain and Peter Purpura** - GA, MS, AL, LA
- Southwest Division – **Paul Schlebach and Hunter Beal** - TX, OK, KS, NE, MO
- Western Division – **Dale Clark and Jim Hardesty** - NM, AZ, CA, OR, NV

Canadian Team – Our NAPA Canada team focuses on Network Development and IBS

- | | |
|---------------------------------|-----------------------------|
| Atlantic Region | Kevin Stevens |
| Quebec Region | Martin Boissonneault |
| Ontario Region | Lisa McClelland |
| Ontario Region | Karen McMullin |
| West/Pacific Region (Winnipeg) | Gord Oakley |
| West/Pacific Region (Calgary) | Matt Sawatzky |
| West/Pacific Region (Vancouver) | Colby Hill |

Another unique characteristic of the NAPA family's ability to sell the NJPA IBS solutions contract is the network of 6,000 NAPA stores nationwide and their dedicated sales staff. While not dedicated entirely to selling the IBS concept, these stores employ over 3,000 outside sales professionals that call on government, education and non-profit fleet operations every day. This crew of over 3,000 additional sellers of the program – most of them based out of small businesses in all 50 states is a strong avenue for us to help sell the NJPA contract.

NAPA IBS Headquarters NJPA Contract Support – 100% dedicated

Jett Kuntz - Corporate Vice President NAPA IBS

- Responsible for all business category segments of IBS sales and operations including project implementation, personnel development, operations, contracts, software integrations, and marketing
- Senior, single point of contact for all NJPA contract marketing efforts and contract questions

Dana Stolte - Senior Director of Operations – NAPA IBS

- Responsible for building a rock-solid operations platform to enhance our current operations and assist the roll-out of new locations

Tim Crowe – Marketing Coordinator – NAPA IBS

- Manages NAPA IBS Digital Marketing and Salesforce.com database efforts
- Coordinates Digital Marketing for NJPA publicity and marketing efforts

Ryan Ouellette - IBS Inventory Control Manager

- Manages NAPA IBS national "Vendor Spend" analysis
- Identifies reasonably achievable pricing cost schedules by supplier and/or industry
- Identifies targets for potential national vendor buying agreements
- Coordinates non-NAPA product line database to promote national inventory and sales reporting
- Reviews opportunities to move unproductive inventory to other IBS sites reducing obsolescence
- Provides feedback and input on IBS inventory control improvements

Brian Gallagher -- IBS Operations Manager

- Establishes and provides oversight of standardized procedures
- Reviews operational initiatives for increased efficiencies
- Reports to upper management on operational key performance indicators (KPIs) of our group
- Establishes and reviews corporate IBS Policies and disperses them to the field
- Oversees implementation of service and accountability initiatives

Collin Garner - IBS Legal Counsel

- Reviews all documents before we execute an RFP response, contract change or new agreements
- Negotiates and coordinates all NJPA and IBS contract documents

Brad Hayes – IBS IT Director

- Maintains relationships with major fleet software providers
- Oversees all software integration and IT reporting efforts
- Reviews new technology issues to improve platform compatibility

20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?

The sales team and support team listed in question #19 are dedicated to selling and operating the NJPA contract and IBS services across the US and Canada. They do not have any other company responsibilities except to sell and promote NAPA IBS and the services presented in this RFP.

21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?

It is important to note that the sales force listed in questions #19 and #20 are 100% Genuine Parts Company employees who are dedicated to selling our vendor managed inventory IBS services and contracts. They are responsible to sell IBS and manage the contract process for our entire company and independent NAPA dealer network.

- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?

The dedicated sales and operations team outlined in question #19 are solely focused on business development, compliance, and operation in all IBS contract engagements in the US and Canada. In addition, they do offer road service and manage the contract process throughout the life of the contract for our company and dealer network for IBS services. They are involved in contract selling, contract negotiation, mobilization, initial vendor management, and project implementation. After the launch of our IBS locations, the IBS sales representative remains involved with the contract to ensure we are meeting benchmarking and key performance indicators for the customer. They are a vital part in bringing outside of market information to the fleets and maintenance facilities we service. Our IBS contract sales force are a mobile field-driven sales team and are available to service the customers at their locations and to assist our existing on-site parts management team in any endeavor.

- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.

Our customer service process and procedure support breaks into three categories: NJPA Contract Sales Process (Pre-Contract), NJPA Contract Implementation/Project Startup Process (Post Contract), and NJPA "Live Project" Process (Continuous Improvement Process)

***Note** All resources listed in this section are already in place and immediately available to respond to the award and commitments of an NJPA contract and subsequent contract marketing, mobilization and implementation.*

NJPA Contract Sales Process - Pre Contract

Our NAPA IBS Vice President - Jett Kuntz - and the team of 18 dedicated NJPA IBS contract sellers are responsible for selling and promoting NJPA IBS contracts to our thousands of prospective candidates to use the NJPA contract for our services. This team will promote the contract using the marketing tools listed in our RFP response. Their responsibility will be to work with fleet management, procurement, finance, accounting and administration to build the best-in-class total IBS solution customized for their specific contract. They will coordinate the contract details, work with local NAPA management teams on personnel, inventory and implementation. This team will do the hard core analytics with fleet and warehouse management to determine the best solution for the customer. NAPA IBS believes in face-to-face customer service - so our teams are dedicated to work directly with customers in their shops to help them build the best vendor managed strategy for their operation.

In conjunction with our sales effort - GPC provides NAPA IBS with dedicated legal resources to expedite the contract negotiation and finalization process. Our legal contact - Collin Gamer - is available as an immediate resource to NJPA, our sales team, and our NJPA contract members to answer questions and expedite documents for contracts. This has been a huge benefit for our NJPA customers because of the speed of response on contract questions and finalizations.

NJPA Contract Implementation/Project Startup Process - Post Contract

After a contract has been finalized - our entire IBS operations organization immediately kicks into gear as we mobilize the vendor managed on-site location. Our headquarters support team listed in question #19 of this response is in charge of implementing the new project and performs the following mobilization support tasks:

- 1) Databases NJPA contract in our in-house contract managing database
- 2) Establishes contract pricing in the new site
- 3) Coordinates IT efforts to support on-site point of sale and any special IT initiatives
- 4) Verifies reporting systems for NJPA contract reporting
- 5) Initializes our in-house on-line project management tools for the field
- 6) Reviews internal business plan proposal to ensure contract compliance
- 7) Finalizes specific key performance indicators and baseline benchmarks for our customer

Next – our local field teams that will operate the day-to-day operations are mobilized according to the launch timeline of the project. The power of NAPA IBS is our phenomenal local support teams that execute the terms of our agreements. The support team that will work with our NAPA IBS sales team to mobilize the project include:

Local mobilization teams are comprised of members of our company that execute an IBS contract site implementation that includes initial inventory of customer's fleet parts and supplies, staffing, training, reporting, vendor initialization, billing services, IT connection, and site planning.

On company-owned locations, these efforts are led by our GPC District Manager and District Operations Manager for the particular market. NAPA has over 50+ District Managers and District Ops Managers in place to mobilize any new IBS efforts. On the independent store side, we have GPC support resources to help our small business owners implement the same structure within their IBS location. These efforts are led by our GPC Distribution Center (DC) Management Team and their support staff. New independent NJPA IBS contracts will be led by a team of DC General Managers/ DC Operations Managers and the local market Territory Sales Manager for that store's market.

All IBS new store installations are also aided by a vital added-value part of our effort: the NAPA Systems Selling Group team. This is a dedicated group of NAPA dedicated product managers who will assist in a mobilization through inventory efforts, product identification, and product cross-over databasing and fleet surveys to assist any operation in finding the correct stocking level for their products. This exclusive NAPA team includes:

- Filtration System Group
- Electrical Systems (Batteries and Rotating Electrical)
- Undercar (Brakes/Chassis)
- Underhood (Engine Management)
- Heavy Duty (Medium and Heavy Duty)
- Balkamp – OE Solutions, Fleet Accessories, Chemicals and Bulk Fluids Management
- Paint and Body
- Heating and Cooling
- Tools and Equipment

A final, important part of our site mobilization team is our IT team – every market has dedicated TAMS members who install our point-of-sale systems in IBS locations. In addition, our HQ IT team will work with this TAMS team and the customer to make sure any software integrations, billing procedures, and invoicing requirements are met.

NJPA "Live Project" Process (Continuous Improvement Process)

Once our site is live and the local operations have begun executing the services outlined in our contract, we feel a major part of our process and procedures include continuous improvement processes and continuous communication steps with our NJPA contract customers.

Each contract should have well-defined key performance objectives. Typical objectives include: daily service rate, special order tracking, core and return tracking, daily parts fill-rate goals, down vehicle reports, inventory effectiveness, and parts cost comparisons. NAPA IBS has developed exclusive tools to measure these types of KPI's included in our contract.

The baseline of our continuous improvement program includes regular reviews of the business processes, inventory baselines, vendor management, and store operations. NAPA IBS has developed a solid regular business review process that we make a mandatory part of our offering. The NJPA contract customer will work with NAPA IBS on specific reporting and service measurables within our contract, and these will be reported during our regular business reviews. Usually these reviews are weekly in the first 90 days, monthly in the next 90 days, and quarterly after the first 6 months of operation. We are flexible on the content and cadence of these reports. Bottom-line, the only way we deliver continuous improvement is to communicate with ALL LEVELS of our contract customers to ensure the on-site location is performing to the expectations of our customer.

The last step of process and procedure accountability for our process after we go live is our Divisional and Headquarters bi-annual review of all NJPA contracts. Our Division Vice Presidents and NAPA Headquarters

operational staff outlined in this response review the NJPA contract and subsequent business review reports produced by our local operations to ensure contract compliance.

NAPA IBS/Genuine Parts Company has countless dedicated resources to ensure a great NJPA contract experience for NJPA members when they engage in an IBS contract.

24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.

Our NAPA IBS is available in all 50 states. We have a unique capability of having ready-to-go staffing and brick and mortar support as well as nightly parts and supply distribution into all 50 states. With over 6,000 stores and 62 master warehouses we offer a unique way for our locations to get parts and supplies delivered at extremely low costs to our customers. In addition, our IBS services are available to all government (city, county, state, utility, transit, airports, etc...) and education (state universities and school bus garages) institutions. Non-profits can also be serviced under our IBS program if the program fits their needs.

25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)

NAPA IBS can service every vertical listed in the RFP – Government, Education and Non-Profit. If there is a fleet or warehousing service need with an NJPA member, NAPA IBS can customize our solution for that customer.

26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

We have no requirements or restrictions for Alaska or Hawaii within the services in our RFP. NAPA IBS has brick and mortar warehouse locations and employees in both Honolulu and Anchorage as well as multiple company and independent NAPA dealers in multiple markets in both states that can and currently do provide services outlined in this RFP.

Marketing Plan

27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.

NAPA IBS has a consistent, successful training program for our dedicated IBS sales teams to implement, train and continuously improve the selling process of an awarded NJPA contract for services in this RFP:

- Digital marketing training
- Salesforce.com database training and implementation
- Monthly conference call training – case studies of NJPA success stories
- Quarterly contract reviews with NJPA contract users
- Annual in-person IBS sales summits - featuring NJPA contract managers
- Attendance in all regional NJPA Getting to Know You regional meetings
- Attendance in major fleet conferences – featuring materials from NJPA
- Mandatory attendance in all NJPA sponsored GSS on-line training classes

28) Describe how you would market/promote an NJPA Contract nationally to ensure success.

We will promote our NJPA contract through the following methods:

- o Digital marketing – contract details featured prominently on our www.napa.com website
- o Push marketing via our exclusive database of fleets and purchasing officials through our portal in Salesforce.com
- o Printed NJPA case studies
- o Investment in video testimonials from current NJPA customers who have used the NJPA vehicle to award our services – with specific savings examples
- o National exposure in over 50 annual local, regional and national fleet conferences – including National Association of Fleet Administrators (NAFA), Government Fleet Expo (GFX and Rocky Mountain Fleet Managers (RMFMA/Fleet Con)
- o Additional marketing of our contract through Government Sourcing Solutions (GSS)

29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.

NAPA IBS marketing efforts are supported and funded by NAPA Auto Parts/Genuine Parts Company corporate marketing and executed through website marketing, digital marketing, and hard copy marketing materials. We have created unique digital delivery of marketing and coordinated digital marketing efforts through our exclusive list of specific fleet contacts. Our newly designed website is the delivery mechanism for these video, case study and testimonial pieces. Salesforce.com is our CRM database manager and reporting tool for marketing activities. *We have attached a sample packet of materials from the items listed in Question #29 as examples of our materials and ability to market NJPA - see Exhibit C, attached.*

30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.

Our main use of technology to promote the NJPA contract will be through our robust website, which is used primarily as a push marketing vehicle with specific web pages, case studies and video marketing materials to promote the NAPA IBS/NJPA story. We have a unique bounce back email feature within our website that allows NAPA IBS sales team members to target a specific decision maker within the government agency and to send them a targeted email webpage with specific marketing materials (videos, case studies, etc...) that relate to how an NJPA contract would work. We have specific web analytics set up to know a) did we get a click and b) what they clicked if the prospect engages in a pushed email link. *Samples of our digital web capabilities are listed in the attached Exhibit C.*

31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.

We feel NJPA has clearly defined roles within our sales and implementation process. #1 – NJPA provides marketing materials that help train and understand the procurement process with co-operative contracts. NJPA has delivered that through the expanded website and materials available for our team. #2 – NJPA provides continuing education opportunities for our sales team through on-line training, in-person seminars, trade show involvement, and personal consulting (via phone) with our team to help them understand the co-op contract process. #3 – NJPA provides direct contact with government procurement and fleet prospects who are interested in using the NJPA IBS contract. #4 – NJPA drives legislative approval across the country for adoption of all NJPA contracts. Our job is to engage our team in understanding the contract and process...and ultimately to sell the contract.

32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.

NAPA IBS provides a unique blend of size, brick and mortar, and technology to promote a contract with NJPA. NAPA has the ability to communicate the NJPA contract opportunity and information through our NAPA storefront online portal – exclusive to 6,000 NAPA stores nationally. Contract details, backup documentation, and NJPA/NAPA contact information is displayed and accessible to our 6,000 stores that have NJPA contract opportunities nationwide in the US. Brick and mortar sites in all 50 US states and all Canadian Provinces are unique as well in the vendor managed inventory space. It is important that any government agency or vertical in the NJPA membership ranks has an ability to staff and provide the quickest form of parts distribution to the NJPA member who uses this contract. Why? Staffing and parts fulfillment are the cornerstones of our services – and having brick and mortar locations in all 50 states with staffing ready to go is a huge unique characteristic of our program. Last of all, NAPA IBS uses a unique integration of our fleet database within Salesforce.com that is integrated with our exclusive web platform to track, monitor and report specific marketing activities for all NAPA IBS salespeople on our NJPA contract activities. We have built an exclusive integration package that allows us to target and digitally market our contract to direct prospects – and more importantly – digitally track it for success and content. One of the best differentiators between NAPA IBS and other suppliers in our industry is that no company has nearly as many IBS locations as we do. Having managed so many locations with very large, complex and politically sensitive organizations means that there are few issues that could come up that we haven't seen already. We can solve NJPA members' problems better than any other provider because we have resolved similar challenges in many real-world situations for many years. This is a key attribute that we market extensively.

33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract

Dan Askey - President of NAPA - and Jett Kuntz - Vice President of NAPA IBS - are fully committed to provide financial, marketing, operational, IT and legal support to a national effort to promote IBS through the NJPA co-operative purchasing contract. Most importantly, they have committed multiple human resources – outlined earlier in this response – to ensure that once the contract is agreed to by both parties, the end-user customer gets exactly what NJPA and NAPA IBS promised in the contract. Transparency, compliance and data driven results are our cornerstones – and we have support at the very top of our company to monitor and improve our results for NJPA contract holders.

34) Do you view your products/equipment applicable to an E-procurement ordering process?

Yes No

a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and education customers to ordering through E-procurement.

Yes. NAPA IBS has multiple government customers who currently use e-procurement platforms to order parts through our system. The most common platforms are:

NAPA ProLink - exclusive ordering and messaging system for shops to order parts directly through our NAPA stores or IBS stores.

Exclusive fleet software integration capabilities - as it relates to on-site and off-site vendor managed services. We also offer more in-depth integration capabilities within our IBS operations where customers may wish to have their current fleet software system integrate with our NAPA IBS point of sale system. This allows electronic transfer of work order parts orders, consolidated billing, data transfer, reporting, and down vehicle reporting to be integrated within our electronic point of sale system - improving shop productivity and ensuring all parts get placed on work orders and are billed correctly. Some of these integrations also allow for invoice reconciliation to happen electronically - dramatically improving productivity time for fleet and accounting departments. Successful examples of NAPA IBS TAMS integration to 3rd party fleet systems include - Assetworks FA-M4-M5, Faster, RTA, Datco Media, Dossier, Chevin, and many more.

Enterprise e-procurement - NAPA IBS also has the capabilities to do punch-through cataloging and EDI services with many enterprise platforms. On our e-commerce website (www.NAPAIBIZ.com) we show companies using large eProcurement applications how to register their company with NAPA to shop the NAPA Catalog using the eProcurement program. Platforms supported include: Ariba, SAP, Oracle, Epicor, Ketera, Sciquest, TabLink, Perfect Commerce and Coupa - to name a few. We also offer warehousing solutions with JD Edwards and Manhattan warehousing solutions.

35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Our contract pricing on NAPA IBS contracts is controlled through a business process at NAPA Headquarters in Atlanta, GA. All contract negotiations are controlled through the Vice President of IBS - Jett Kuntz -- and GPC legal. Our IBS sales team has a templated contract and pricing schedule that must be approved by the VP of IBS, Sr. Director of Operations for IBS, Sr. VP of Operations, and President of NAPA before being signed. The NJPA IBS contract and pricing for the contract are outlined in an internal operations bulletin and in-person training each quarter to our sales team. All details of the pricing and contracts for the NJPA contract are also posted within our IBS intranet on www.NAPA-ibs.com.

In addition, we hold monthly IBS WebEx events to communicate NJPA success stories, to deliver NJPA contract pipeline updates, and to share successes in our NJPA projects. These events are also communicated in our Salesforce.com Chatter site - which gives us direct communication to all 18 dedicated US IBS sales people immediately.

Contract pricing and strategy are communicated in every monthly call and face-to-face in our IBS Summits to all field operations every year. The pricing and strategy are also posted on our intranet communications portal for the whole NAPA IBS/GPC team outlined in this response.

Other Cooperative Procurement Contracts

36) Describe your level of experience with national, state and local cooperative contracts.

NAPA IBS is familiar with the landscape of co-operative contracts that are available in the US. Our EXCLUSIVE co-op contract in the US for IBS and vendor-managed inventory services is our current NJPA contract #010511. This is our sole vehicle for co-operative vendor managed services contracts in the US.

37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.

Under our current NJPA contract #010511, our annual sales in 2015 are estimated to be nearly \$12 million dollars - and this comprises 17 current contracts. *NJPA is our only IBS vendor managed inventory co-op contract.*

38) Identify any GSA Contracts held or utilized by the Proposer.

NAPA IBS holds no GSA contracts.

39) What is the annual combined dollar sales volume for each of these contracts?

Not applicable -- as we hold no GSA contracts

40) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.

We market only the NJPA contract to every vertical and every geographical market in the United States and Canada.

41) How would you leverage an NJPA awarded contract in your sales process?

We have learned a lot in our five initial years of having the NJPA contract that will provide insights into what we will do differently if we earn a new award. Primarily, NJPA will become the fabric of EVERY initial IBS presentation as a next step/vehicle for change. We will market this message -- using the marketing tools outlined earlier in our presentation -- to multiple layers within our selling process for vendor managed IBS services: procurement, finance, fleet, and administration. We will require a bit of NJPA education within our printed and digital materials as well as presentations for all IBS sales team members to introduce the NJPA solution earlier in the sale process as an option for our vertical prospects. *NJPA is also working on a sales certification to sell co-operative contracts. This would be mandatory material for all NAPA IBS sales professionals and NAPA IBS would also develop a module for this training that specifically outlines our responsibilities for our NJPA contract - if awarded.*

42) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

NAPA IBS proposes a 1% fixed percentage fee paid to NJPA based on monthly total net sales of the IBS to the NJPA contract customer - on all IBS contracts using the NJPA contract as a vehicle. This fee would be payable to NJPA on a quarterly basis directly from NAPA headquarters - regardless if the NJPA IBS contract was through a company or independent location. NAPA HQ will handle the sales tracking, reporting, audits, and fee disbursement. The 1% fee will be paid by NAPA Headquarters directly to NJPA - none of these fees will have an economic impact on the actual end user IBS NJPA customer. These payments to NJPA will not reflect in the price of the parts or services paid by the IBS contract customer.

Value Added

- 43) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? Yes No

Yes. NAPA IBS has a unique position in fleet related services as we are the only company in this space that houses our own internal technician training on-site, on-line, and manufacturer based shop training -- all in one package. Genuine Parts Company has made the investment to have our own certified technician training in-house -- all with the purpose to help our fleet customers drive efficiency in their operations and to ensure their technicians receive the most up-to-date training to keep their fleet vehicles on the road. A sample of our NAPA IBS exclusive Autotech training course offerings is attached -- see Exhibit D.

- 44) Is this training standard as a part of a purchase or optional?

Our customer needs for training vary, so we have a mix of free training -- offered by dedicated NAPA System Sales Groups -- as an added value to our customers. Free training comes from dedicated NAPA product teams such as: Filtration, Tools and Equipment, Electrical Systems (Batteries/Rotating Electrical), Paint and Body, Underhood Systems, Undercar Systems (Brakes/Chassis), Heating and Cooling, and many more. This training is part of the fabric of any customer that has a NAPA IBS contract and will be available to NJPA members. In addition, Autotech has on-line and on-site training courses available for an additional fee. Details are listed in the Autotech IBS Training document included in this RFP in Exhibit D.

- 45) Describe current technological advances your proposed equipment/products and related services offer.

NAPA IBS is the industry leader in parts and supplies management solutions for fleet related services. With over 350 locations, NAPA has a unique look at the failure rates, usage rates and parts needs of an incredibly diverse amount of fleets in the US and Canada.

Because we see so many unique fleets in all NJPA verticals and other verticals -- we have built a relationship with over 1,300 manufacturers and distributors to supply fleet related solutions. The technological advances and advantages of this for our customers are this: We have a unique database of fleet related parts and supplies -- and have databased that into an exclusive ITM -- Inventory Transfer Module -- that allows our NAPA IBS operations to share fleet parts information across our 350+ sites. In other words, if there is a specific tire or Ford OE part that is sold in the City of Sacramento fleet IBS site, every other site in the US -- City of Chicago, City of New York, Dallas County Schools -- etc. are able to not only price the part, but also see where else in the US this part may exist -- and ultimately, with one click -- order that part directly for another store in our IBS network.

Another technological advance that we have rolled out to our company locations only in 2015 is STARS (Savings Tracking and Reporting System). This is our trademarked reporting system (only available to company IBS locations at this time) that allows real-time KPI tracking on certain contract performance metrics with IBS fleet operations: parts fill rates, daily service metrics, inventory special order tracking, down vehicle status, and parts cost comparison reporting. This is an exclusive to NAPA IBS company operations and our customers have found it an invaluable technology tool for contract tracking, metric reporting and cost savings tracking. Independent IBS operations have access to a Microsoft Access based program that can deliver similar fleet metric reporting. A sample of the STARS company IBS reporting that is available is included -- see Exhibit E.

46) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).

NAPA IBS Green Fleet Initiatives

We share NJPA members' commitments to sustainable practices in procurement and fleet operations. Below are some of the benefits members will realize from working with NAPA IBS.

- Many chemicals that are offered are non-detergent / green products
- We recycle oil at our stores and can recycle oil for any customer
- We advocate to fleets the use of the used oil filter crusher to extract environmentally hazardous chemicals from the landfills.
- Our field IBS operations all buy from My Office Products, which is a fully green organization
- We recycle all plastic, paper, cardboard, wooden pallets at our DC's and HQ offices
- GPC supports paperless systems initiatives within all business segments
- GPC promotes use of fuel friendly delivery fleet vehicles
- NAPA IBS and our commodity supplier Balkamp are actively involved in the 2015-2016 conversion of all chemicals from the standard MSDS to the new standard SDS chemical labeling process.
- Two of our key IBS customers were awarded Clean Cities Green Fleet of the Year: the City of Sacramento Fleet 2013 and City of Kansas City, MO Fleet 2014

NAPA IBS Markets and Sells Many Green Initiative Products

- Smart Washers
- Challenger Water In-Ground Lifts
- 3M lead free wheel weight system
- Schumacher solar battery charger/maintainers
- Energy Logic - waste oil burners
- Vortex waterborne auto paint - no solvents
- Valvoline Next Gen oil - made with recycled oil
- Recycled Batteries
- Nature's Broom absorbent - eats shop floor oil and lubricants and is environmentally disposable
- Micro Green --Lifetime Fleet Filtration Products

Store Environmental Policy and Spill Policy

- All chemical products issued by NAPA will have a corresponding Material Safety Data Sheet or MSDS report. The MSDS sheet lists on-site potential hazards of the product. NAPA maintains a computer cataloged MSDS library that will be on the premises of our IBS Fleet locations.
- NAPA IBS will produce a MSDS (and soon will make the move to new SDS) hard copy of all chemicals that will be stocked on the premises and update an OSHA approved MSDS book in the event of an emergency.
- NAPA maintains a store policy mandating key emergency contacts be clearly posted in the event of an emergency. Hazardous Material hotline and Poison Control will be posted.
- NAPA Policy Hazardous materials handling includes the use of protective measures such as an approved eye wash station, approved fire extinguishers, approved safety glasses and gloves.
- NAPA will advocate the use of the environmentally friendly Parts Washer system to eliminate the use of needless hazardous chemical washing solvents to be replaced with "Ozzy Juice", an enzyme based solvent proven to work both for the environment as well as the safety and well-being of the technician washing fleet parts.

- 47) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.

Many of our current IBS government and education customers require our IBS sites to work with procurement to achieve specific MWBE goals within our contracts. NAPA IBS has a policy to help our IBS partners exceed diverse spend goals when present in their procurement plan. We do this by helping our government customers recruit new vendors, provide due diligence support on these vendors, and provide regular reporting on our progress on the organizational MWBE goal vs. our actual performance.

SBE Efforts - Genuine Parts Company and NAPA IBS has extensive experience working with hundreds of SBE/MWBE supply partners in our many on-site operations across the country. Our goal with our proposal is to not only give a "good faith" effort - but to meet and exceed the stated goals of our customers.

NAPA's action plan includes using a mix of service vendors and local businesses to work toward the procurement goal of compliance. NAPA IBS has a tremendous track record of accountability and exceeding SBE/WMBE goals in our operations.

NAPA IBS' real world track record speaks for itself. In three major municipal contracts currently in place, we show a snapshot of historical success in meeting and exceeding SBE, MWBE and diverse business goals set forth in the RFPs:

IBS	Participation	Actual Result
City of Chicago	25% MBE/5% WBE	38% YTD
City of Houston	11% MBE	22% YTD
City of Sacramento	10% MBE	28% YTD

- 48) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?

NAPA IBS has unique, custom attributes that separate us from the competition:

- Current network of over 350 contracts** - we offer a unique opportunity for NJPA to market to hundreds of existing contracts to use the NJPA contract as a vehicle to extend current services. No other vendor managed inventory fleet solution has the opportunity to expand use of the NJPA contract like NAPA IBS.
- Dedicated IBS project sales staff of 18 field representatives** that do nothing but sell the vendor managed inventory solution presented in this RFP.
- A 20+ year network of over 1,300 OE, aftermarket, supplies, MRO and parts related vendors to support ANY operation that wishes to use the NJPA contract.** Our services go well beyond NAPA branded parts and include many OE and alternative brands to give our NJPA customers a broad range of choice on the products they wish to use in their fleet and warehouse operations. No other vendor of these services can provide the choice and leverage that our 1,300 non-NAPA branded parts and supplies vendor network and experience can bring. NAPA IBS has exclusive vendor arrangements with key fleet parts and supplies-related vendors that are exclusive to NAPA IBS customers and are unavailable to any other supplier of these services.

49) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?

Other than what has been presented - we feel that the biggest added value we bring to this solicitation is our network of suppliers, customers, contracts and people. Today, we staff over 350 IBS fleet operations with well over 1,100 dedicated vendor managed on-site staff in our US operations. Our track record of driving cost out of fleet-related and warehousing operations stems through four main avenues: inventory management, staffing, transaction cost reduction, and shop productivity. We are unique in that we have over 350 unique sites in the US where today NAPA IBS owns and maintains over \$115 million in parts inventory for hundreds of thousands of fleet vehicles.

NAPA IBS specializes in Vendor Managed Inventory or VMI for fleet and maintenance facilities

Customized Inventory Management Services

- Complete parts inventory analysis: parts, supplies, tires, chemicals, fluids and much more
- Obsolete inventory reduction planning and dispersal services
- Barcoding of all inventory
- Min/max establishment and regular review to ensure specific fill rates

Transaction Cost Reduction

- NAPA IBS deals with hundreds of vendors – customer only receives one monthly statement for parts
- IBS can assist with reduction of paperwork through monthly invoice reconciliation services
- The goal: Delivering streamlined paperwork and reduction of effort for accounting/billing

Technician Training – NAPA IBS Exclusive

- NAPA exclusive: Online technician skills assessment
- NAPA Training exclusive: Over 200 online tech training modules
- NAPA Training Exclusive: Over 50 on-site professional training instructor-led classes
- ASE test preparation for shop technicians and shops striving for ASE Blue Seal Certification

Fleet Software Integration – NAPA IBS Exclusive

- Seamless integration of customer's fleet management system with our TAMS inventory system
- This can be a customized full-scale fleet software integration, not just a data dump
- Our staff insures all requested and billed parts are on work orders
- Full-time national IT support for IBS operations – including customized IT solutions

Contract Compliance Reporting – NAPA IBS Exclusive

- Special order tracking and reporting
- On-demand fill-rate reporting
- Parts cost analysis and transparency

We are best-in-class on the training of our people and our customers.

We pride ourselves in transparency and driving results for fleet and maintenance repair operations.

50) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.

The services we provide remain fairly consistent as we work with different agencies in our contracts. We are contracted to maintain and manage parts and supplies inventory for fleets in many verticals. For the purposes of this RFP – those verticals include – but are not limited to – government fleets and warehousing, education fleets and warehousing, non-profit fleets and warehousing. Each customer has unique needs within their operation, so we provide the flexibility within the scope of our services to accommodate customers in the projects we are contracted to perform. The basic offering we propose is to manage fleet-related supplies and parts. This can be accomplished either in an on-site dedicated operation or off-site dedicated operation. Space considerations, labor considerations, work schedule considerations, and inventory needs considerations are all variables for our fleet customers that require customization in each contract. In addition, we are asked to handle MRO skus as part of an overall operation. For example, in the City of Sacramento fleet operations, we have held a fleet contract for over five years. Recently, their warehousing operations has been looking for a solution to help them manage skus for their maintenance operations. We have responded to and have been awarded a contract to handle these materials as well as fleet related services and will use some of the same resources we currently have on-site within the fleet operation to manage the warehouse contract as well. Both facilities are on the same lot in the same area – and we can bring efficiency through our services by managing both. We will outline some of the services we provide in Form P of our response.

51) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.

NAPA IBS in the US and Canada work as one – and we are excited about the possibility of expanding use of the NJPA contract in Canada. We have a dedicated sales staff in place today that is ready to be trained and execute a similar marketing plan that we are using in the US. They have existing IBS vendor managed sites within government operations today. In addition, NAPA IBS Canada is already engaged in fleet related trade organizations – including NAFA – where we have easy access to promote and market the NJPA message. Our team is in place, the training is ready to go, and our NAPA Canada team would be ready to promote day one of an award. In addition, Genuine Parts Company and NAPA IBS can provide NJPA with future international expansion of the co-operative contract solution for what we do. GPC owns operations in Australia, New Zealand and Mexico as well. Our IBS efforts in those markets are just underway and could prove to be an excellent opportunity to help promote co-op solutions internationally.

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

While our services are primarily on-site parts and supplies outsourced services, we also have the opportunity to provide unique solutions within our contract to supply services to our customers including:

Off-site inventory services – Sometimes space, location or labor issues may require us to provide an off-site dedicated warehousing or parts supply operation for our customers. We have multiple examples where customers have asked us for an off-site solution.

Hub and spoke services – In some cases we have customers that have multiple sites but do not require staffing at all locations. In these cases we can model a hub and spoke inventory management system using people, technology, bar coding and standard operating procedures to accomplish the parts management goals of our customers. The unique nature of NAPA's brick and mortar operations – 62 master distribution centers and 6,000 retail outlets – gives us a unique footprint on the ability to source both NAPA and non-NAPA parts and supplies for our fleet customers...as well as deliver those products in an expedited manner leveraging our dedicated brick and mortar assets and logistics. This allows us to keep staffing costs in check and provide manned and unmanned services to fleets that are mobile or geographically broad in nature. The fact that we have so many brick and mortar sites and daily delivery to these sites...along with 350+ dedicated vendor managed inventory sites (NAPA IBS) allows us to give our government/education customers unparalleled service and availability.

Electronic vending machine/RFID solutions – We work with multiple suppliers of vending technology – including vending machines and RFID solutions to address specific non-manned solutions. In these cases, we build the standard operating procedures and cost/benefit analysis for customers to use this technology to decide if it is the proper fit.

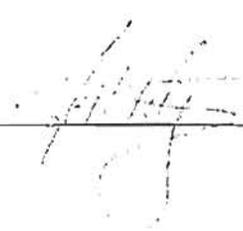
MRO warehouse supply management - In addition to fleet supplies, many of our municipal customers ask us to use the same technology, staffing, and inventory tools we do in fleet-related operations. We have the capabilities and vendor relationships to add this as an added value service to our IBS operations

Technology Solutions – With our dedicated IBS headquarters team we also have the ability to partner with the billing, finance, and management of fleet and government/education fleet operations to work on custom integration solutions for their fleet or enterprise procurement platforms – all meant to drive transactional efficiency and cost reduction in the day to day process of ordering parts and supplies.

Custom technician training solutions – As outlined earlier – we are dedicated to helping productivity in the shop through shop training – paced at the speed of the shop. Whether it is on-line, on-site or classroom study, NAPA IBS has tools to keep the government/education fleet technicians and fleet managers on the cutting edge.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____



Date: _____





PROPOSER INFORMATION

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS)

Address: 2999 Circle 75 Parkway

City/State/Zip: Atlanta, GA 30339

Phone: 770-956-2200

Fax: N/A

Toll Free Number: N/A

E-mail: Jett_Kuntz@genpt.com

Web site: www.genpt.com and www.napa.com

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS

Authorized Signer for your organization*:

Name: Jett Kuntz

Title: Vice President - NAPA IBS

Email: Jett_Kuntz@genpt.com

Phone: 770-855-2221

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: Jett Kuntz

Title: Vice President - NAPA IBS

Email: Jett_Kuntz@genpt.com

Phone: 770-855-2221

Your Primary Contact person regarding your proposal:

Name: Jett Kuntz

Title: Vice President - NAPA IBS

Email: Jett_Kuntz@genpt.com

Phone: 770-855-2221

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST



Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS)

Note: Original must be signed and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS

Proposer's Signature: _____ Date: June 10, 2015

[Handwritten initials]

[Handwritten signature]
6/10/15



FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30399

Contact Person: Jett Kuntz Title: Vice President, NAPA IBS

Authorized Signature (ink only):  Jett Kuntz
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance (NJPA)

NJPA Authorized signature:

[Handwritten signature]
NJPA Executive Director

Dr. Chad Corvette
(Name printed or typed)

Awarded this

21st day of July, 2015

NJPA Contract Number 061015-GPC

NJPA Authorized signature:

[Handwritten signature]
NJPA Board Member

Scott Veronen
(Name printed or typed)

Executed this

21st day of July, 2015

NJPA Contract Number 061015-GPC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

Genuine Parts Company/NAPA IBS

Vendor Authorized signature:

[Handwritten signature]

(Name printed or typed)

Title

VP Business Development

Executed this

21st day of July, 2015

NJPA Contract Number 061015-GPC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "nonpublic" will not be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a "trade secret." All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors' proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[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: Genuine Parts Company/NAPA Integrated Business Solutions

Contact Person for Questions: Jett Kuntz
(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 2999 Circle 75 Parkway SE

City/State/Zip: Atlanta, GA 30339

Telephone Number: (770)855-2221 Fax Number: (303)623-5143

E-mail Address: Jett_Kuntz@genpt.com

Authorized Signature: _____

Authorized Name (typed): Jett Kuntz

Title: Vice President, NAPA Integrated Business Solutions

Date: June 10, 2015

Notarized

Subscribed and sworn to before me this 10th day of June, 2015

Notary Public in and for the County of Adair State of Colorado

My commission expires: 12/20/2016

Signature: Priscilla K. Gonzales

PRISCILLA K GONZALES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20044045305
MY COMMISSION EXPIRES 12/20/2016



PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: Genuine Parts Company/NAPA Integrated Business Solutions

Questionnaire completed by: Jett Kuntz

Payment Terms and Financing Options

1) Identify your payment terms if applicable. (Net 30, etc.)

On a monthly basis, we deliver parts billing and operational cost billing as part of our IBS services to our IBS contract customers. Our contract payment terms for parts purchases and operational expenses as part of our IBS services are Net 30th.

2) Identify any applicable leasing or other financing options as defined herein.

There are no applicable leasing/finance options as part of the services we provide for our customers since they are buying parts and paying us for monthly services rendered as part of our contracts.

3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).

- a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will he Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?

Our order process is often a longer than normal process as our outsourced services often take longer due to working with government and educational fleet operations and management on case studies, financial analysis, and specific tracking metrics for each individual contract. This process is completely customizable to the needs of our customer and may be modified or refined during the NJPA member's contract adoption phase.

Step One - Discover the need with fleet operations and management on outsourcing parts and service needs. This will require analysis of current staffing, inventory, hours of operation, fleet needs, software adoption, billing processes, paperwork flow, audit procedures, and approvals.

Step Two - Introduce co-operative contract solution as a means to contract during the early phase of our analysis. If customer is not an NJPA member, we use this time to present the easy steps to become a member. If they already are an NJPA member, we present our contract opportunity with IBS along with documentation on the solicitation. At this point we have added a step in our process to verify documentation of NJPA membership with our NJPA contract manager.

Step Three - Complete financial and staffing analysis to determine needs of customer.

Step Four - Once customer has agreed to proceed to contract, our GPC legal and NAPA IBS representative present our NJPA IBS contract terms to the customer for their legal review.

Step Five - Customer builds business exceptions as part of our master IBS NJPA contract. NAPA IBS will negotiate specific terms for the customer based on their hours of operation, staffing needs, inventory needs, etc...

Step Six – NAPA IBS and Customer come to terms on NJPA contract.

Step Seven - NAPA IBS will inform NJPA when a contract has been agreed to between NAPA and customer. NAPA sets the commencement date with customer and ensures all operational systems are in place during mobilization. For NJPA, this is the window where we turn flags on in our system to accurately report sales per our NJPA contract agreement.

Step Eight – contract tracking and reporting will be communicated to NJPA on a quarterly basis along with announcements of all new contracts.

a) **Yes** – Our independent dealer network will be part of this proposal. Genuine Parts Company controls the process much like was outlined above for our independent dealer network. The dealer is responsible during the analysis phase to provide staffing, inventory and operational documentation. The dealer must agree to all of the terms of the NJPA IBS contract as well as the customization for a NJPA contract holder in the final agreement. To ensure these steps are made and done in our dealer network, Genuine Parts Company has provided an assignment document as part of the NJPA contract that must be signed by the customer, Genuine Parts Company, NJPA (if required), and the independent dealer as part of the contract process. The dealer is required to abide by the terms of the contract or will need to assign the business back to Genuine Parts Company.

4) Do you accept the P-card procurement and payment process?

Our NAPA IBS operations typically do not accept p-cards for payment on our monthly parts statement or monthly operations charges statement. We do make exceptions where customers are required to pay us via p-cards. However, since our NAPA IBS operations bill customers for all operating costs incurred in our services, we will be required to bill back any p-card service charges incurred by our IBS store operations on the monthly operating statement bill. For this reason, most NAPA IBS customers do not use their p-cards for our monthly billing – as we would bill them back any service charges.

Warranty

5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.

As an outsourced vendor managing hundreds – if not thousands –of vendors for a fleet operation, NAPA IBS accepts the responsibility to manage all parts warranties for our customers. NAPA will work with the NJPA contract customer to assist with and manage the manufacturer warranty process. All parts supplied under our agreement – OE, aftermarket, tires, supplies, etc. -- will be tracked and credit issued upon manufacturer approval. Reports will be available as needed for credit tracking purposes. Original equipment parts will be supplied where most beneficial to maximize manufacturer participation in the warranty process. NAPA will issue warranty credit immediately for any part that is determined to be defective. NAPA will then process the warranty claim on behalf of the customer. If the manufacture denies the claim, NAPA will work with the customer to work through the vendor to expense out the cost of the product – only as a last resort. All inventory supplied pursuant to this agreement is subject to the terms of written warranties provided by the manufacturer of each part, and NAPA shall use reasonable commercial efforts to assist the customer in processing all warranty claims that the customer may have against a manufacturer. Designated NAPA personnel will process all warranty claims and provide the customer with information received from each claim processed. Copies of the manufacturers' warranties will be available to our contract IBS customers upon request.

In some specific cases, we have worked with customers to add warranty documentation and due diligence in writing to ensure protection for our customers. This may include additional indemnity agreements and warranty documentation and processes. All agreements of this nature must be approved as part of our contract processes with NJPA IBS contract customers. Details of our warranty language appear in the sample contract attached in our response in Exhibit G.

6) Do all warranties cover all products/equipment parts and labor?

The written manufacturer's warranty covers parts warranties in most every case within our contract. Labor cost will be requested from specific vendors – however, in our experience manufacturers of parts may not cover labor as part of product sales to commercial applications – and some require documentation from the shop technicians to request labor reimbursement. If available through the vendors that supply parts to NAPA IBS and the customer through this contract, NAPA IBS will manage the process to recover all available warranties from the vendors that provide parts. That is a big service we provide all IBS customers.

7) Do warranties impose usage limit restrictions?

Most warranties have a date/mileage restriction for warranty as well as a misuse clause in their documentation of warranty. NAPA IBS will keep a written record of all warranty information on file within our on-site store and will track warranty periods on the parts we sell via this contract.

8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?

Typically warranties on the parts and supplies we sell within the scope of NAPA IBS services do not cover outside vendor technician time on outside sources sent to do a repair since most of the customer technicians do the work. Therefore mileage and travel time do not come into play within the scope of services we provide. If we discover that an NJPA contract IBS may need these types of warranty coverage for unique warranty situations, we will address this with the vendor at the beginning of the contract and will ask them to include their solution in our due diligence paperwork for that vendor. The customer will have to agree to that warranty arrangement before we proceed with that vendor.

9) Please list any other limitations or circumstances that would not be covered under your warranty.

NAPA IBS is extremely engaged in warranty recovery as part of the services we provide. The only other circumstances where we may need to address warranty concerns will be for parts and services that were purchased by the customer before we begin our contract but then come to light after we have started our contract. We will work with manufacturers and distributors on behalf of our NJPA contract customer to resolve and recover warranty on parts we did not provide. The only additional foreseen warranty issue that may come up is when warranties are rejected because of technician error or misuse of equipment. No different than the first example – NAPA IBS responsibility will be to work directly with the supplier of the part/service to resolve and recover what we can for our customer.

10) Please list 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? Please provide a list of your network service providers for warranty work and repairs.

Since we will be providing a service – and that service will be providing hundreds of thousands of parts – the warranty procedures will be the same for any NJPA contract IBS customer in all 50 US states. The technicians and fleet management will present a defective or warranty part and our responsibility will be to process with the manufacturer or distributor who sold the product, recover the available, and process the paperwork on behalf of our customer. As a result we will use local and regional sources to process warranty work on the parts and services we provide. It is one phone call for an NJPA contract member to their local IBS on-site store to process any warranty. As soon as the warranty part is presented to our on site location, the store will be required to immediately replace the warranty part for the technician and credit the customer. The IBS store will then begin the warranty processing on behalf of the customer and present results after the proper vendor has processed the claim.

Equipment/Product/Services, Pricing, and Delivery

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

NAPA Integrated Business Solutions (IBS) is a customized on-site (or off-site) vendor managed parts and supplies inventory management program offered by NAPA Auto Parts under the trademark name Integrated Business Solutions.

In the simplest form NAPA IBS is a service for fleet customers in any government segment (State, DOT, City, County, Utility, etc.) or education segment (Higher Education and K-12) where the customer has a need to more effectively manage the parts, supplies and materials it takes to maintain their fleet vehicles.

Today, NAPA IBS operates over 350 on-site locations for multiple government and private fleet and warehousing operations in the US and over 20 sites in Canada.

Each IBS contract is unique because each fleet we service has different hours of operation, different vehicles, varying ages of vehicles, and unique staffing situations...no two fleets are the same. **Each IBS location is customized for the government/education customers business.** We start with a blank sheet of paper and build the store entirely around them (people, vendors, services, hours, space, and inventory).

NAPA IBS manages **any product our customers need us to handle** (NAPA and Non-NAPA Automotive/Truck/GSE Parts, OE parts, office supplies, safety material, tires, bulk fluids, and more).

How does NAPA IBS help our government/education customers? NAPA IBS works with the customer to build a customized on-site (or in some cases off-site) store that has dedicated NAPA IBS staff who are dedicated 100% to the specific contract customer. When we come to project scope agreement and contract agreement with our customers, NAPA IBS installs a full-scale dedicated on-site parts, supplies and warehouse materials system at the fleet operation that services that particular customer around the business hours of that customer.

Here are the immediate benefits to our contract customers of having an on-site NAPA IBS location service:

- **Inventory Reduction** – NAPA IBS owns the parts supply and inventory. In many cases, we buy the existing non-obsolete parts the customer stocked prior to IBS – relieving them of the inventory investment. Then we add additional inventory on NAPA's investment to support the fleet and improve fill rates. NAPA IBS stores **sell our contract customers parts and supplies as they need them – on-demand...** dramatically reducing the expensive world of owning and managing inventory. The customer only pays for the part when they use it.
- **Staffing** – NAPA IBS provides the staff to run the parts operation during the hours the customer needs us. This staff is 100% dedicated to their contract customer and will also be available to cover the parts operation after hours and in emergency situations (if requested by customer).
- **Transaction Cost Reduction** – NAPA IBS works with fleet departments and procurement departments to reduce the number of transactions by reducing paperwork and reducing the vast number of vendors usually servicing a fleet. We source from all vendors NAPA and non-NAPA and provide our customers with **one bill at the end of the month.** By consolidating the monthly parts bill into one statement, our customers experience a big transactional cost savings reduction by paying one bill versus hundreds.
 - NAPA IBS also works to reduce transactional time and cost by integrating our exclusive TAMS (Total Automotive Management System) point of sale system with existing fleet and warehousing software systems. By integrating with a fleets existing software platform, we help them leverage a major investment they have made in their fleet software and fully utilize the billing, reconciliation, work orders, and reporting available in their software. **Most importantly, it ensures that all parts and supplies used in the shop get billed to a proper work order – allowing our customers the auditability of what they do in their fleet operations.** NAPA seamlessly integrates with dozens of the most popular systems on the market (including Assctworks –Fleet Focus, FA, M4 and M5, Faster, Mitchell Onc, RO Writer, RTA, Dossier, Chevin).
- **Shop Productivity Improvement** -- NAPA IBS on-site store handles the day-to-day productivity killers (parts management, paperwork, cores, defects, warranties, new part returns). A very important part of our service is

providing regular reporting of on-demand fill rates. Between inventory management, customized min-max services and our nationwide vendor network, NAPA IBS builds a transparent, auditable inventory plan with our customers that builds in specific KPI's and benchmarks for on-time parts delivery to the technicians. Our goal with this is to eliminate the expensive downtime in a shop spent waiting for parts delivery in the traditional parts procurement system. Our goal is to help the government/educational customer by keeping technicians turning wrenches through having the proper inventory on hand and taking the ball on parts pickup and service to ensure the shop gets their parts on time – by dealing with hundreds of vendors.

In summary, IBS is customizable inventory solution that can be built around one shop, multiple shops and broad geographies.

12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).

The NAPA IBS program is a turnkey, full-service inventory and parts supply program for fleet and warehouse operations. Services we provide will be outlined in our response to question #24 of Form P.

The program will be made available to all participating Genuine Parts Company/NAPA company-owned and independent NAPA stores in the US. Each governmental agency will use the sample contracts provided in the RFP response (Exhibit C) as a basis to come to contractual relationship with the servicing NAPA store. Both parties must agree and sign a contract summarizing the business relationship.

Pricing Model – Industry Standard With over 350 current contract sites in the US and over 20 in Canada – NAPA IBS proposes the industry standard pricing model for the purposes of responding to this RFP. In our 20+ years of providing this service to government, educational and non-profit customers – as outlined in this RFP – our customers have asked for and have come to expect a pricing model that consists of two distinct parts:

1. **IBS PARTS PRICE:** The price of all parts and supplies purchased by the NJPA customer factored at an acquisition price divided by a margin factor to arrive at customer parts price.
2. **IBS OPERATIONS COST:** The monthly operating expenses charged to customer – based on agreed upon service and staffing agreements.

IBS Parts Price Narrative:

Today, NAPA IBS manages over one million parts skus from over 1,300 unique manufacturers and distributors for fleet operations nationwide. This does not count the NAPA branded 445,000+ skus we also can manage in an operation. As a result, the industry standard for managing and selling such a wide range of vendors and skus has made it important for our customers in this space to work on an actual acquisition parts cost vs. a list price less contract.

Most of our government IBS customers wish to have our parts pricing and contract margin clearly defined – along with a separate operating cost for our IBS services broken down separately to distinguish the true cost of operating an on-site location. The pricing models listed in this RFP are the same models used in virtually every government and educational IBS location we have today – as well as the model that has been presented in several RFP's of this nature in fleets where we are not the contract holder. For this reason, we are presenting our pricing model solution as within the industry standard for these types of services.

In both models we present, we will define the “acquisition cost” on parts as this:

NAPA Branded Parts – Acquisition price will be the jobber net store acquisition cost for NAPA parts (on 10% margin model) and 9071 profile price (on Pricing Profile model)

Non-NAPA/Sourced Parts -- Acquisition price will be the net invoice price for NAPA IBS to acquire the part from the non-NAPA source

IBS Operations Cost Narrative

Due to the different nature and business structure at each governmental agency, each individual IBS agreement will have a different level of expense depending on the unique needs of the fleet – different staffing, different hours, and different needs. For this reason, NAPA and the customer must complete an analysis of the fleet's needs before deciding on the proper expense structure for the IBS site. Due to the nature of the IBS contract, the expenses involved with projected monthly operating expenses must be looked at separately from the parts pricing. NJPA contract member should consult with NAPA on structure of IBS and possible expenses. All operating expenses are agreed on by both parties before moving to final contract. Operating expenses are billed to the IBS customer at true cost with no markup and a sample of expected, agreed expenses are added to the final contract for approval from all parties before proceeding.

Sample monthly operating expense details are listed in Exhibit F of NAPA IBS's RFP response.

Summary Narrative:

Our contract proposal gives NJPA members the most flexibility to select from two pricing options for our services within our contract to account for parts billing and operational costs – giving them easy audit capabilities on the price or parts and full accounting on all operating expenses for their project to gain a clear picture of total cost of services. Our two options are:

- Option 1: 10% gross margin model
- Option 2: NJPA Pricing profile model

The specifics of these two options will be outlined in our response to Form F - Question #14 below.

- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.

NAPA IBS is a vendor managed service for fleet related parts and services. In many cases we handle hundreds of vendors across broad scopes of products. As a result, the traditional methodology of calculating an "off-list/off-MSRP" methodology for the vast array of product supplied is not applicable. The products we sell are a function of our service. The products we sell under an IBS program are based on a cost factor – not on a total margin factor. Due to the wide array of products supplied in a vendor managed inventory, our customers have traditionally preferred to have us provide products at a negotiated cost plus factor (unless asked to provide an alternative model like our pricing profile model listed in the previous question). Because many vendors today do not maintain a true suggested MSRP or List price, the "off-list" discount numbers can vary wildly across multiple vendors – so the ability to have a true apples-to-apples comparison on list less discounts becomes clouded. As a result, a vast majority of our 350 contracts are based on an acquisition cost factored margin methodology to determine selling price to the customer. Our government customers overwhelmingly prefer the transparent cost nature of our IBS pricing model, as they have auditable invoices from our suppliers to measure the true cost factor on our margin/markup.

Many parts vendors do not provide a true MSRP or list price. That is the main reason the industry standard for parts pricing in this model is using the factored margin approach – NJPA contract members will purchase parts at the store acquisition cost (less any rebates and discounts that are passed to the customer via the acquisition price) divided by the factored margin agreed to in our contract. That allows the customer to see the invoice cost of the part and to easily factor the contract margin based on the contract to audit pricing. For vendors that do provide MSRP or List Pricing - we can estimate a wide range of discounts off list price from 10% off list to 75%.

On the NAPA branded product we sell in our agreements – since we are the sole distributor of NAPA branded products – we may have an average of 20%-50% off list price on NAPA branded products – depending on the pricing model our customers select.

- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.

NJPA Customer Option 1: 10% Gross Margin Model

Parts Costs

NAPA Branded Parts - Supplied to customer at NAPA JOBBER NET Store Acquisition Cost divided by a factor of .90 = Customer purchase price of NAPA branded part. This is a not-to exceed pricing structure.

Sourced (non-NAPA Branded) Parts - Supplied to customer at IBS store acquisition cost from vendor divided by a factor of .90 = Customer purchase price of Sourced part. This is a not-to exceed pricing structure. Examples of these types of Sourced Parts vendors are outlined in Question #15 – Form P – below. *This price structure is outlined in our RFP proposal Exhibit H – electronically.*

This will be the cost factor for every sku sold from every vendor in this pricing model.

Operating Costs

The operating expenses of the store are billed on a separate bill to the customer in their entirety at cost. Industry standard for vendor managed inventory services has been for the vendor to supply a monthly, detailed operating statement to show all operating expenses and billing categories for expenses to run these operations per contract. In most cases customers prefer this model to bill operating expenses separate from the price of the part.

Example: If NAPA IBS and fleet agree that the IBS will stock and source a Ford OE brake part. The part is sourced by NAPA IBS and sold to the contract customer under our agreement at NAPA IBS acquisition cost from local Ford dealer divided by .90 to equal the selling price of the part. i.e. – Ford brake parts net acquisition cost is \$47.00 divided by .90 = IBS selling price to customer of \$52.22. This formula for gross margin is the same for NAPA branded product and non-Source/non-NAPA product. This will be the not to exceed price factor for each sku we provide in our agreement.

Under the term of this agreement with a customer, we would provide the customer a monthly parts detail with the parts acquisition cost and gross margin detail – as well as an audited operating statement. All parts from NAPA and non-NAPA Sourced vendors are put on to one consolidated billing statement. NAPA provides a separate bill for the operating expenses in this model.

A sample estimated operating statement showing the price model for the 10% gross margin model and sample operating expenses is included in Exhibit F of this document as well as documented in the pricing section of the sample contract listed in Exhibit G of our response.

NJPA Customer Option 2: NJPA Pricing Profile Model

We have some government/education fleet customers -- usually ones that service and bill multiple internal customers -- who ask us for an alternative model where our IBS operating expenses are built into the parts margins -- so they may bill the proportionate operating expenses within the price of the part when they bill their internal agencies. For that reason, we have created a second pricing option for NJPA contract holders wishing to go to IBS contract.

This model builds an extra gross margin on parts for the NJPA customer from the NAPA store. In this model the operating costs are paid entirely by NAPA. The NAPA store still receives a contract 10% net margin so amounts will be refunded or charged based on failure to achieve an overall 10% net margin after gross profit dollars and expenses are compared. Simply put, this model builds the price of most operating expenses into the price of the part. The NAPA Branded Parts Pricing in this model is billed to customer on the identical 9071 pricing profile used

in our NAPA Auto Parts Awarded Traditional NJPA contract #031212. This price structure is outlined in our ICF proposal Exhibit H- electronically.

Parts Cost:

NAPA Branded Parts -- Supplied to customer at the NAPA Parts Contract Pricing profile schedule 9071. This is a not-to exceed pricing structure.

Sourced (non-NAPA Branded) Parts -- Supplied to customer will be sold at IBS store acquisition cost from vendor divided by a factor of .75 = Customer purchase price of sourced/Non-NAPA branded part. This is meant to yield a 25% margin on parts. This is a not-to-exceed pricing structure. Examples of these types of Sourced Parts vendors are outlined in Question #15 - Form P - below.

This will be the cost factor for every sku sold from every vendor in this pricing model.

Operating Costs:

In this option, the operating expenses are not billed to the customer. The additional gross margin from all parts sales for the month are intended to cover most of the monthly operating expenses in this model. At the end of each month, the customer will be refunded or charged based on failure to achieve an overall 10% net margin for NAPA IBS for that month. We show a sample operating statement for this model in Exhibit G of our proposal.

Example: In this model, the IBS customer will be billed 9071 pricing (not to exceed) on all NAPA branded product and billed a cost factor of acquisition cost divided by .75 on all non-NAPA/Sourced parts (not to exceed price). The intent of these two profiles will be to produce a higher margin than pricing model 1. For the purposes of our example in Exhibit G - we used a blended gross margin of 25% on parts. The customer would pay the total price of parts in this model and the expenses would not be billed to the customer. One important note - if the gross margin in this model does not exceed the expenses to ensure NAPA of a 10% net margin per contract, the customer may be billed the difference.

15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").

We have a clear-cut strategy for how potential NJPA customers will approach our proposed services in this offering space. Traditionally, customers will contact NJPA and NAPA IBS asking for one of two things when it comes to parts supply for their fleet or warehousing operations. The parts supply scope covered in NAPA Auto Parts NJPA contract #031212 which was awarded to NAPA Auto Parts in 2013 addresses traditional parts supply. In that model, NAPA retail stores across the country supply and deliver NAPA branded parts to NJPA customers.

The NAPA IBS model we propose in this solicitation is a completely different model. In IBS we propose an alternative method from traditional government procurement. Our model is a services related contract model that deals across multiple vendors offering an inventory management model that allows governments to use an NJPA contract to build a transformational model of parts supply and inventory management. Our model is facilitated by working directly with municipal and educational NJPA contract members to build a financially sound case for outsourcing their parts facility and supply chain to NAPA IBS. We have a vast marketplace of government and education fleets that we work with every year on major transformational operating strategies through IBS. The basic premises outlined in Form A of this response delineates the different aspects these fleet operators look at when determining our services. Some of the added value services we provide in our IBS services could be considered "Non-Standard Options", and the basic services we provide could be considered "Open Market" services. We facilitate each customer based on their specific needs and provide them a menu of operational, vendor and service options to fit exactly what they need for their shops.

What specifically sets us apart from other vendors in the vendor managed inventory marketplace is the depth of experience and broad range of vendors available under our program. NAPA IBS has an incredible network of non-Source/Non-NAPA vendors that cannot be matched. This depth of experience dealing with vast amounts of local

businesses, diverse businesses, regional businesses, and national brand name vendors for parts and supplies -- give our NAPA IBS customers a unique opportunity to have sources available to them for parts.

We work in hundreds of government and educational fleet operations and many private fleet operations. That gives us a unique breadth of sources for parts - a very important aspect considering the broad range of fleet vehicles and operations across the NJPA verticals: light-medium-heavy duty, OE trucks, fire apparatus, ambulances, construction equipment, lawn maintenance equipment, semi-trucks, police cruisers, cement mixers, road maintenance vehicles, snow plows, garbage trucks, school buses, transport buses, airport maintenance, fueling...we have worked with most major brands of fleet vehicles and equipment. NAPA IBS sources millions of dollars each year from suppliers like:

IBS Non-Source/Non-NAPA Sample Vendor List	
Tires - Multiple Brands: incl. Goodyear, Bridgestone, Michelin, etc..	Motion Industries
Ford Motor Parts	Kenworth Trucks
International - Navistar - IC Bus - Monaco - Workhorse	Thomas Built Bus
General Motors F	BMW
Caterpillar	Terex - Amida Brand
Freightliner	Toyota
Cummins	John Deere - Green
McNeilus	Mercedes Benz
John Deere - Yellow	Nissan
Altec Industries	Volvo
Chrysler Family of Vehicles	Federal Signal
Wheel Lights	Jasper Engines & Transmissions
Granger	Isuzu
E-One Fire Trucks	Continental Battery
Tug Technologies	Bobcat
Labrie Environmental Group - Leach / Wittke / Juggler	Blue Bird Corporation
Peterbilt	Flaw Flyer
Toro	Hall Industries
Hell Environmental	Komatsu
Elgin Sweeper Co	Prevost / Nova
Case Equipment - New Holland - International Harvester	Wirtgen - Vogele / Hamm / Kleemann Equipment
Mack	Imperia Supply
Ford Seasons Radiator	Honda - Acura
Pierce Manufacturing - Fire Trucks	Hydraulic Solutions
AC Delco	Vactor Equipment
Hale Products	Detroit Diesel / Allison Transmission
Hell Heating & Cooling	Terex - Amida Brand

We leverage local, regional and national buying sources - and have a national database of pricing - to compare prices and ensure our customers get fair prices in their operations. Our customers see the actual invoice price when we source parts from these type of non-NAPA Sourced parts vendors and the customer can easily see the margin factor we apply to these parts to show part price per the contract.

16) Describe your NJPA customer volume rebate programs, as applicable.

Based on our cost-based model, we do not provide rebates as part of a volume program with our IBS customers. Parts are sold at cost plus and any negotiated vendor rebates or discounts from ANY vendor in our operation are immediately accounted for in the raw acquisition cost of the part or supply for the customer. The true cost savings for the customer is encumbered in the total solution of NAPA IBS - cost savings come from buying parts and supplies at the "after rebate" price net acquisition cost on parts, inventory reduction and/or acquisition, transaction cost reductions, and shop productivity.

17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is NOT included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.

Our total cost of acquisition has been defined in our pricing response in line items 12-14. There are no hidden costs of acquisition in our IBS model. Parts costs are transparent to the customer and gross margin is added as a factor on our pricing schedule. On the operating expense pricing, NAPA IBS provides an audited operating statement to every NJPA IBS contract customer on a monthly basis – complete with backup for the expenses listed. The total cost of acquisition is the sum of the parts purchased by the NJPA contract customer at acquisition cost + contract gross margin + total agreed operating expenses. The only other additions to total cost may be special request projects – like IT projects, mobilization costs or overtime charges that come up as part of our agreement. Those expenses are verified and agreed to by a customer before we begin our services.

18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

Our IBS store services include inventory management and parts supply. NAPA branded parts are primarily supplied from our closest NAPA Distribution Center (at no freight charge to the customer). Our NAPA Distribution Centers are available for parts supply 7 days per week for our On-site NAPA IBS stores. Nightly freight deliveries to IBS locations are available on Monday-Friday with special pickups and deliveries on weekend. We also handle a huge array of local, regional and national non-NAPA vendors. Our goal is to have a vast majority of stock on hand to avoid freight charges. We work with all vendors to deliver parts at FOB destination cost. As part of our IBS services, the only freight or shipping costs come in the form of special order parts and supplies as requested by the customer. For example, if we have a specific application part that is an emergency and the only supply for that particular part is from a vendor in another state, we provide the customer with a freight approval form and will only ship upon approval from authorized NJPA IBS customer approver. Freight and shipping on special order items is billed to customer on the itemized operating statement on a monthly basis and is billed at cost with no markup. In addition, freight for these special order items is included on our invoice along with the part for auditing and tracking.

19) As an important part of the evaluation of your offer, indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a) Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
- b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- c) Better than typically offered to GPOs, cooperative procurement organizations or state purchasing Departments.
- d. Other; please describe.

Explanation: The hallmark of our NAPA IBS program is pricing and service cost transparency. That's why our pricing model presented here is the same as we present to government agencies in the US and Canada. Parts supply vendor managed inventory contracts are unique in that a customer gets handed a detailed operating statement from a vendor and is provided auditable backup on all expenses and product costs on a monthly basis. For this reason, our IBS program presented to NJPA for consideration for this RFP is the same premise and conditions that we expect in every government offering or procurement event focused specifically on our IBS services. What varies in each contract is the services, staffing, overhead, and products as requested as part of the services we provide. In one IBS operation, the customer may request 7 people to staff their operation 24/7. In another operation, with similar needs, we may have 5 people. The expense bill back for these two operations will be a different cost to each customer because their needs are different. Both will work on the same pricing platform agreed to in the contract for parts and supplies, but the operations expense charge or "price of operation" will differ because they require different resources.

It is important to clarify and note that the services we are proposing for this RFP are a services-based, non-traditional procurement. Typically a procurement organization puts a bid out for parts, and vendors negotiate an acceptable margin to pay rebates, service the customer, and make a profit for their business. NAPA IBS is an atypical procurement in that the cost of the parts is not the "price" of the parts. Because of the service aspect of charging IBS customers for IBS services, we can say that traditionally parts prices can be lower, the same, or higher, depending on the mix of product we sell. It would not be accurate to say that prices across the board will be better – mainly because we do not know that until we get involved in an engagement and understand who is supplying parts and supplies.

In many cases we have been able to reduce the parts "price" for a customer through NAPA branded vendors and some non-NAPA vendors as well. We stand shoulder to shoulder with procurement and fleet to provide the agreed products they want for their fleet. We have had examples where fleet and procurement have been buying an aftermarket product from a vendor – only to find the quality of the parts to be poor. We jointly make the decision to purchase the higher priced OE part for a customer. In that case, our parts "price" was not lower, but the reduction of downtime, gain of tech productivity time, and overall "cost" has been reduced by the services we provide.

On a broad scope in our IBS services, we have been able to produce significant "cost" reductions for customers which many times includes price reduction on the raw acquisition of the parts "price".

20) Do you offer quantity or volume discounts?

YES NO Outline guidelines and program.

No. See response to question #16 on Form P above.

21) Describe in detail your proposed exchange and return program(s) and policy(s).

One of the hallmark services we will provide NAPA IBS contract customers is our incredible returns and exchange program managed by our on-site point of sale TAMS system. As part of a 6,000 site retailer, our IBS sites get to use the same technology NAPA uses to manage its 6,000 retail stores which manage millions of dollars in returned/exchanged merchandise every year. TAMS processes three type of returns: **New part returns, core returns, and warranty returns.** NAPA IBS will issue returns immediately upon physically receiving the returned goods parts and a return request from technicians or appropriate customer personnel. If any warranty fails to meet manufacturer warranty terms and NAPA IBS does receive credit, we will work with the customer to reissue the cost of the return to the appropriate asset. NAPA will maintain comprehensive warranty information and terms within the customer's fleet system as well, if requested.

As for core returns, NAPA IBS will either bill customers for cores or track the return of all cores - or – if the customer requests – we may set up a core bank which will be reconciled on a regular basis. When NAPA IBS issues out a part with a core value, the core value will automatically be billed to the separate core account. The core value remains on this account as pending awaiting return from the customer. NAPA will issue credit upon receiving the appropriate rebuild-able core. If the customer is unable to return a rebuild-able core within a timely manner, NAPA will issue the customer for the core value on the primary billing account.

To effectively track all core, warranty and new return parts - NAPA IBS will be able to provide the customer daily and on demand a list of open and pending cores to be returned to NAPA. New part returns and warranty returns are processed immediately and the customer is issued instant credit - no matter the vendor. All returns are measured exclusively in our TAMS Report RPT130 – Special Invoice Report and are reconciled daily by our on-site NAPA IBS manager and team.

22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services.

Since we have brick and mortar store and warehouse operations in Alaska and Hawaii, they will have the exact same benefits as the other 48 states. Since they are part of the Genuine Parts Company family and NAPA network, NAPA branded products are delivered at the same cost as the mainland US. Freight and shipping for special order parts and parts not available through local and regional vendors would be vetted the same as in the 48 mainland states. Freight charges would be on an approval basis from the customer on special order and national vendors. NAPA also has export distribution centers on the West Coast (Sacramento) and East Coast (Miami) that already have international channels of distribution in place that can expand the services proposed in this agreement to the Caribbean, South America, and the South Pacific (including Guam).

- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Self-audit process/program. NAPA IBS manages a similar process with audits on all 350+ IBS contracts nationally.

Corporate auditing and governance: First and foremost – as a publicly traded company, Genuine Parts Company is governed by Sarbanes-Oxley corporate governance and auditors as part of our public responsibility. Our business units in all company operations -- including IBS -- are audited on a regular basis.

IBS Corporate Auditing: Genuine Parts Company supplies each of our IBS locations with 3rd party inventory auditing through 3rd party contract inventory teams – per Sarbanes Oxley regulations. Each NJPA/NAPA IBS customer agreement will include monthly monitored electronic tracking of all customer purchases handled through our NAPA Headquarters in Atlanta, GA. The contracts will be subject to a quarterly compliance business review with involvement from the contract owner (GPC or independent dealer) and the customer and will be signed off and logged at NAPA Headquarters for compliance.

Parts Pricing and Operations Statements Compliance: Our HQ's IBS operations department -- listed in Form A of this response -- produces and reviews month end contract compliance reporting to insure each customers prices match their specific agreements with any deviation reported to the operations for corrections. This team will perform quarterly pricing reviews along with our local operations to ensure our customers receive contract pricing per our agreed NJPA contract. Our TAMS on-site point of sale system will be the system of record for all transactions -- and we have dozens of daily, weekly and monthly reporting available to any IBS customer for contract margin compliance. In many of our IBS sites, we are very familiar with contract compliance and audit measures, so our team is seasoned to report and audit our operations. This transparency is reflected in our IBS NJPA contract agreement attached. As a rule, in many of our IBS contracts, we provide a specific market basket of products to our customer with specific margins and costs to ensure compliance – typically on a quarterly basis. Our customers may pick the parts from parts acquired in the contract and may ask us to do an analysis on our contract price vs. the price charged. For example, the City of Chicago -- on a quarterly basis -- currently randomly selects 100 skus from the market basket of parts supplied through our contract and asks us to produce acquisition cost proof in the form of a statement from the vendor we purchased the product. We then produce TAMS reports and billing showing specific markup in the billed parts vs. the contract price to ensure compliance. The audit needs of our NJPA contract customers may differ – so we write the information requirements specifically in our contract language. NAPA IBS lives in a transparent government and education fleet environment every day and takes price compliance very seriously.

One additional note: All IBS customer purchases are stored and protected in our GPC secured network daily. Purchases are held in two separate secure corporate servers/data warehouses and preserved for the term of the contract – for internal and external audit purposes.

NJPA Marketing Requirements: In regards to marketing and advertising requirements our VP of IBS will assign the designated IBS Marketing Coordinator to insure the IBS website has the most current NJPA marketing materials posted and maintained monthly.

Reporting Compliance: Our IBS Operations Department will be notified of all new members and will insure that the locations' purchases are properly tracked to insure accurate quarterly reporting to the designated NJPA representative. Under our current contract, we have customized reporting on our NJPA contract for the co-op. We can deliver sku level data and overall program progress to NJPA on quarterly basis.

Industry-Specific Items

- 24) Describe your on-site inventory management solution, if applicable.

Integrated Business Solutions or IBS - Overview of Turn-Key Services Provided: The primary function of NAPA IBS services is to provide an on-site, turnkey replacement parts, supply warehouse/store within the walls of the

customers we serve. NAPA IBS has the responsibility to staff, stock and manage the warehouse/stockroom parts inventory for the NJPA contract fleet customer.

Pre-contract Phase

Project Analysis: Prior to initiating contracts with NJPA members for our services, our initial service is to perform a project/financial analysis for the customer to determine the viability of the project. This analysis includes -- but is not limited to: current parts pricing analysis, current hours of operations, staffing, technician service rates, inventory, historical fill rates and service levels, transactional costs, shop productivity, down vehicle history, fleet makeup, return part processes, and operational costs to maintain parts room, parts supply or warehousing for fleet or maintenance operation.

This co-operative analysis effort with the NJPA member will determine:

- Expected staffing and operational costs associated with managing the turnkey operation
- Projected initial parts vendors to be used in the operation
- Targeted key performance areas to be addressed in the agreement
- Project plan and timeframe of project launch

Once the NJPA member agrees to move forward, we move to the contract phase. *The last step in the pre-contract phase is to contact NJPA and get written documentation of the NJPA member status with our NJPA contract manager.*

Contract Phase

- NAPA IBS and NJPA member come to terms on specifics in the turnkey vendor managed IBS solution using the contract documents template proposed in the NAPA IBS response in this RFP –**Exhibit G**,
- Once a contract has been agreed to by both parties and NJPA member status has been verified, GPC legal will work with the customer to properly execute the contract.
- Once the contract is signed, NAPA IBS begins the project launch phase.

Project Mobilization/Launch Phase

NAPA IBS will next execute a well-organized project plan that includes:

- **Staffing Selection:** NAPA IBS staffs the personnel and management to operate each customer on-site parts warehousing location. We suggest the customer interview and approve on-site staff candidates and welcome their input and approval of our staff. The number of people and/or scheduling will be mutually agreed upon between the parties and accounted for every month with an audited operating statement. The following staff members will be mutually agreed upon by the NJPA contract customer and NAPA IBS: On-site staff may include:
 - Project managers
 - Site managers
 - Parts sourcing clerks
 - Inventory clerks
 - Paperwork clerks
 - Delivery drivers to source local pickup parts
- **Point of Sales/IT Implementation:** NAPA IBS installs our TAMS point of sale system of record within the proposed on-site location and connects all appropriate wide area network connections and software integrations. *NAPA IBS Exclusive:* Total Automotive Management System (TAMS) inventory management and point of sale billing computer system with the following capabilities: Invoicing, cataloging, master interchange, inventory control, custom pricing, inventory stocking information, inventory on order information, inventory on backorder information, lost sales reports and analysis, automatic inventory min/max review, inventory costing and much more. In addition, this system is a great benefit for the customer as it allows access to the area's largest inventory of automotive and heavy-duty replacement parts, paint, supplies and equipment. This access provides real-time warehouse stocking levels and electronically produces daily stock orders to the customer's location from NAPA's Distribution Centers to replenish the inventory on a regular basis.
- **Physical Inventory Count:** NAPA IBS provides -- at no charge to the customer -- an inventory count team comprised of NAPA team members to execute a full physical inventory of current fleet and warehouse parts and supplies. Once the full physical inventory is complete, our team provides bar coding, location loading, and

data loading of all applicable product into NAPA point of sale inventory system. NAPA IBS will work with customers to determine if there is an amount of working inventory that is in good, sellable condition and with a recent (24 month or less) significant purchase history. NAPA IBS reserves the right to inspect inventory and make a determination on the amount of inventory we may purchase up front on behalf of the NJPA member for use in their operation. Upon completion of physical inventory, NAPA and the customer will agree on the proper min/max levels for all products needed to meet fleet demands and contractual fill rates.

- **Vendor Orientation and Selection:** NAPA IBS takes the lead – with the assistance of the customer’s purchasing and fleet departments – to select a list of key vendors to meet with regarding pricing and supply terms for the project. This will consist of current fleet vendors and new fleet vendors.

Evaluation of Non-NAPA Vendors. With the current number of government customers utilizing the IBS program from NAPA IBS, we take our job very seriously on evaluating the vendors we use to serve our IBS contracts. As a result, we have strict criteria for any parts or supplies vendors who supply parts through our IBS services, including:

- Shipping performance and turnaround time from vendor to our customer site
- Order fill rate on special orders and stock replenishment orders – over 90% fill
- Warranty, core and returns procedures
- Product Quality -- understand the unique aspects of IBS as it relates to specifications and quality control within our customers fleets
- Electronic Ordering Capabilities
- Sales/Inventory Support – adaptable to changes or special requirements
- Pricing Support – pricing shall be competitive with the industry standard
- General Services
- Offering of Clinics or Technical Information
- Effective Cataloging
- Communication/Responsiveness

Local Business Enterprise. Every year our IBS sites spend millions of dollars with local, small and diverse business entities to support the contract customers we serve. NAPA IBS agrees to work with the customer to meet and exceed small business and diverse business spend goals. In addition, our IBS services include documentation and reporting of all small business and diverse business spends – as the customer requires.

- **Operational Work Flow Plan:** NAPA IBS will meet with all appropriate customer management to insure seamless transition in billing, service and support. This includes training all support staff on IT, billing, invoicing product, and service expectations. We will also take this time to ensure our new on-site employees will meet the safety and security standards within the customer’s place of business.

Store Go-Live

Our launch date arrives, the staff is in place, inventory has been signed off by both parties, and vendors are in place. NAPA IBS’s turn-key solution is fully operational and we are ready to execute the terms of our agreement.

NAPA IBS is now under contract to supply parts, supplies and services as put forth in our agreement.

Our day-to-day duties include:

Inventory controls and management: IBS agrees to be wholly responsible for the on-site inventory at the customer’s shops provided that the stock area is totally secured and NAPA is the only authorized party for access. *NAPA IBS takes the burden of inventory cost* by owning all parts and supplies inventory within the secured on-site parts room for the customer. NAPA IBS takes ownership of inventory replenishment, inventory costs, and continuous management. When we own the inventory, the customer only pays for parts as they use them instead of incurring inventory holding costs, obsolescence and loss.

Our on-site staff is required to maintain and manage min/max and service levels to meet the service requirements of our contract. That includes daily stock orders, special order parts, vendor negotiations and managing new part/core and warranty returns for customers. NAPA IBS will bar code parts we manage to ensure accuracy and will manage inventory records within a customer's fleet management system - if requested.

NAPA IBS may also offer the ability to work on *off-site inventory management solutions* with customers that have small, satellite shops that may not require staffing to manage their parts needs.

Parts and Supplies Sourcing – Non-Source (Non-NAPA) and NAPA Branded: NAPA IBS delivers a best-in-class solution to leverage our 350+ on-site operations and network of 62+ NAPA Distribution Centers and 6,000 NAPA stores by giving our on-site stores the ability to check inventory levels and order from any NAPA Distribution Centers in the entire United States with approximately \$1 billion in inventory availability. **In addition, our IBS sites have access to the largest OE, proprietary, and aftermarket parts supply database in the industry (sourced parts/non-NAPA product) with over 1,300 non-NAPA manufacturers and distributors.** This gives our customers broad geographic comparisons on parts supply resources in all 50 states and Canada.

NAPA IBS agrees to provide stock and non-stock O.E. equipment parts, supplies, and equipment or NAPA aftermarket items of equal or higher quality (unless directed differently by customer) including but not limited to the following:

- o Automotive Replacement Parts - OE and aftermarket
- o Light, Medium and Heavy Duty Parts - OE and aftermarket
- o Bulk Oil and other Lubricants/Chemicals - including management of SDS sheets
- o Tools and Equipment - including management of tool cribs for customers
- o Automotive Accessories
- o Paint and Refinishing Supplies
- o Tires - multiple vendors across our 350+ store network
- o MRO, safety and necessary operations supplies
- o Necessary equipment for lube equipment for dispensing oils and greases or hydraulic hose making equipment

Parts Availability and Quality: If a situation arises where NAPA IBS cannot locate a given part, the customer will be notified. If NAPA IBS cannot provide the item within the time frame required, our customers are allowed to procure this item from another source. NAPA agrees to provide stock and non-stock O.E. equipment parts, supplies and equipment or NAPA aftermarket items in equal or higher quality to OE or to customer specs. NAPA agrees to allow customers to inspect the quality of materials, supplies and equipment proposed to be furnished and allow the customer to reserve the right to reject any item(s) that do not meet O.E. or fleet specifications.

Billing, Invoicing and Reporting day-to-day parts inventory, operations and parts activity:

- NAPA IBS has the responsibility to properly invoice all parts at the time of sale and **ensure all parts are billed to the proper work order** in the customer's system. We will also enter any information into the customer's fleet, billing or inventory database system at the time of sale as required by customer, including complete repair order information -- as required by customer.
- NAPA IBS provides all **daily and monthly reports** generated by TAMS computer upon request of the customer including key performance metrics of the customer contract.
- At the end of each month we provide the customer with a **detailed statement** showing all invoice numbers, sku level data, and amounts purchased ensuring contract pricing transparency and detailed operating statement transparency. NAPA IBS will produce a separate detailed billing statement for the monthly operating expenses of the operation.

The level of staffing and operating expenses vary based on the size and scope of customers. A mutually agreed staffing plan is included in every NJPA contract. **Our sample staffing plan and sample operational expense recap for our IBS pricing models are included in Exhibit F of this response**

25) If you are proposing an on-site inventory management solution, can you customize it based on NJPA member requests? If so, please provide an example(s) of when and how you have done this.

A trademark of our NAPA IBS program is the customizability of our services around the needs of our customers. Our solution can customize the program for fleets of any size. Typical requests for customization usually revolve around inventory, staffing, and/or operations support.

We have hundreds of examples where government fleet customers have worked with NAPA IBS to build a specific custom solution for their fleet operations. Some important solutions are outlined below:

State of Georgia – Independent Involvement to support NJPA State Contract

The State of Georgia broke new ground by adopting the NJPA contract for parts and supplies and related services in 2010. As part of that project, the State asked us to reach out to local small business NAPA independent owners in Georgia and coordinate an effort to solicit IBS services as part of the State of Georgia NJPA contract. Our local IBS sales resources and NAPA IBS Headquarters resources worked with State of Georgia resources to find specific opportunities within the State. The result of our NJPA IBS campaign was the addition of several new K-12 IBS contracts on the existing State of Georgia contract that includes: Newton County Schools, Muscogee County Schools, and Richmond County Schools – all IBS sites managed by small business, Georgia-based ownerships. This was a win-win for all parties involved.

The State of Georgia was able to help local County K-12 organizations through the cooperative NJPA contract and brought significant business to the small business Georgia-based NAPA owners in Georgia. The K-12 organizations gained big savings by getting out of the inventory business and showed huge productivity gains by having NAPA IBS operate their parts operations. The small business NAPA owners gained new business and were able to support the State of Georgia in their efforts to gain contract adoption through our IBS contracts. This was a great example of how co-operative purchasing should work.

Dallas County Schools – Staffing

In 2014, NAPA IBS worked with another educational opportunity in Texas. The customer understood the many benefits of IBS – inventory, productivity, procurement leverage, and transactional savings. They operate 11 school bus garages across a large metropolitan area. They had several key current employees who would fit our new IBS model. Our customer solution for Dallas County Schools included Genuine Parts Company hiring several of their current parts staff to our company, giving them the training and tools provided in our IBS program – including them in the solution. This was a win-win for Dallas County Schools and NAPA IBS: The Schools were able to restructure their staffing to better serve the public while the staff were given an enhanced role in management of our GPC IBS operations and the schools got the financial benefits of IBS.

City of Chicago – Inventory Management Process

When NAPA IBS entered into our IBS agreement with the City of Chicago Fleet operations in 2000, their primary need was a growing obsolete and excessive parts inventory of over \$20 million dollars. NAPA developed a customized plan to work with existing vendors and new vendors with one main goal: Help the City out of a \$20 million dollar inventory liability while leveraging the power of our NAPA IBS services. As NAPA IBS added important inventory on our books to service the fleet, we worked with other vendors to reduce the City-owned parts and supplies inventory organization-wide. The results of this customized inventory effort:

- o City of Chicago-owned inventory was reduced from \$20,000,000 to \$3,000,000 within the first 3 years of the contract.
- o The current City owned inventory is valued under \$500,000. Most of the City owned inventory is made up of internally fabricated and rebuilt parts, used and recapped tires, and warranty compensated parts.
- o The balance of City owned inventory (managed by NAPA) is issued at no charge until depleted.
- o The City was able to eliminate the parts inventory annual investment.
- o NAPA owns the majority of the City parts inventory – over \$5.5 million currently.
- o Annual losses due to obsolescence and shrinkage were eliminated.

26) What is your parts fill rate, if applicable?

Another trademark of our IBS program for fleet and warehouse operations is our ability to track and report regular parts fill rates on the parts and supplies we maintain for fleet operations. In fact, we believe in fill rate requirements so much that we make it a requirement in our IBS contract. This allows us to give our operations a daily report card in fill rate activity – the real measurement of our program. By tracking every transaction and being integrated into the operation, we can provide valuable information to our fleet IBS customers on the status requests for parts.

With the wide range of fleets we service, NAPA IBS has different fill rate requirements in most contracts. The IBS standard – after initial mobilization, inventory and vendor agreements, service changes and integration is to achieve 90 percent fill rates for on-demand, standard use items within a specified fill rate timeframe based on the customer. From our experience, there will always be non-standard parts requests -- some special orders, some new product sourcing, and some special build requests -- that are not able to be filled on demand. NAPA IBS sites work with customers in the first weeks of an operation to analyze current inventory and purchase history to build and invest in a model to hit the customer's productivity goals. Within the first 120 days of operation -- scope and inventory needs differ – we are usually able to deliver 80% of all parts requests on demand as we work through prior fleet data, current inventory, and vendor selection in the new project. Within the first 6-12 months of operation we target 90%+ fill rate on demand.

Signature: _____ Date: _____

www.njpacoop.org



10/20/2011
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Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.



INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF LANSING, MICHIGAN

**INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF LANSING, MICHIGAN**

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation (d/b/a NAPA Auto Parts) ("NAPA"), and the **CITY OF LANSING, MICHIGAN** ("CUSTOMER"), to be effective as of the ____ day of February, 2016 (the "Effective Date").

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by the National Joint Powers Alliance (hereinafter, "NJPA"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, NJPA and NAPA executed contract #061015 on July 21, 2015 (hereinafter, "NJPA Contract"), attached hereto as Exhibit A, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of NJPA (hereinafter, "Member"), the State of Michigan and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to NJPA Members set forth in the NJPA Contract; and

WHEREAS, CUSTOMER desires to become a User Agency under such NJPA Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and other supplies and/or equipment (the "Inventory") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

- (a) *Primary Supplier* shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.
- (b) *NAPA Owned Store* shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.
- (c) *NAPA Jobber* shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

2. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

Lansing Public Works
530 E. South St.
Lansing, MI 48910
Manager: Tim Smith

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

3. **TERM.** This Agreement shall begin the date this Agreement is fully executed and shall end when the NJPA Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the NJPA Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the NJPA Contract is renewed or extended upon the mutual written agreement of the Parties. This Agreement shall terminate automatically upon the termination, for any reason, of the NJPA Contract. Notwithstanding the foregoing, either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

4. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a cost statement of the parts operations to the CUSTOMER on approximately the 12th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

5. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense, all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

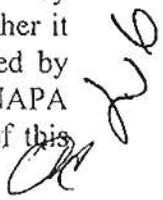
(b) CUSTOMER shall use NAPA as its Primary Supplier of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory.

Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA as soon as possible. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

6. **ALTERNATIVE SUPPLIERS.** Each On Site Store may be serviced by a NAPA Owned Store or a NAPA Jobber. CUSTOMER acknowledges that whether it will be serviced by a NAPA Owned Store or a NAPA Jobber will be determined by NAPA, in its sole discretion, and that if CUSTOMER is to be serviced by a NAPA Jobber, then such NAPA Jobber must evidence its desire to abide by the terms of this Agreement by entering into an Assignment in the form of Exhibit B hereto. 

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall goal of CUSTOMER's pricing plan is to achieve a ten percent (10%) net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) ***Product Costs.*** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "*NAPA Product Costs*," which is the pricing of NAPA supplier manufactured products, and "*Non-NAPA Product Costs*," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement.
- (b) ***Operational Costs.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at

the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit C. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit C are subject to change based on actual monthly costs and expenses incurred relative to the operation of the On Site Store(s).

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is store acquisition cost divided by .90)
Non-NAPA Product Costs	Billed to CUSTOMER at a 10% gross profit rate (gross profit is acquisition cost divided by .90)
Operational Costs	Billed to CUSTOMER at cost
Net Profit Target	10% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of ten percent (10%). Gross profit is calculated by dividing the acquisition cost by .90. Operational costs will be charged to CUSTOMER at cost, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither Customer nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

9. NO LIENS.

(a) CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

(b) CUSTOMER grants NAPA a power of attorney to execute such documents as are necessary to protect NAPA's interest in the Inventory on consignment on CUSTOMER's premises, including any UCC-1 statements.

10. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

11. WARRANTY/LIABILITY DISCLAIMER. All products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality,

management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

12. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 12, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

13. EFFECT OF TERMINATION. Immediately upon termination of this Agreement by either party for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 9, 11, 14, 15, 17, 18, and 20 shall survive the termination of this Agreement for any reason.

14. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA branded Inventory owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost, and CUSTOMER shall have the option to purchase all NAPA branded Inventory, owned by NAPA and located in the On Site Store(s) at NAPA's current acquisition cost. CUSTOMER INITIALS: 

15. **CHANGE OF CONTROL.** NAPA may unilaterally terminate this Agreement by giving thirty (30) days written notice to CUSTOMER upon the occurrence of any one or more of the following events:

(a) A change in the management or ownership of CUSTOMER;

(b) A sale, lease, assignment or other transfer of CUSTOMER'S business or assets, whether through a stock purchase, merger, asset purchase, or other similar transaction, of at least a ten percent (10%) interest therein.

16. **LANDLORD CONSENT AND WAIVER.** Not applicable.

17. **INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

18. **NOTICES.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered in person or sent via facsimile, by overnight mail through a reputable service, or by certified mail, return receipt requested, to the addresses set forth below:

As to NAPA: NAPA Grand Rapids
3402 Patterson Ave, S.E.
Grand Rapids, MI 49512
Attn: John Sedlecky
Telephone: (616) 957-3105
Facsimile: (616) 951-4616

As to CUSTOMER: City of Lansing, MI
124 W. Michigan Avenue
Lansing, MI 48933
Attn: Chad Gamble
Telephone: (517) 285-7191

Each such notice shall be deemed delivered (i) on the date of receipt if delivered by hand, overnight courier service or if sent by facsimile, or (ii) on the date three (3) business days after depositing with the United States Postal Service if mailed by registered or certified mail. Either party may change its address specified for this notice by giving the other party at least ten (10) days written notice in accordance with this Section 18.

19. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is

substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgement of NAPA.

20. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing, the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

21. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

22. **NO WAIVER OF RIGHTS.** No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

23. **LIMITATIONS ON RIGHTS OF THIRD PARTIES.** All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

24. **INDEPENDENT CONTRACTOR.** The parties hereunto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Michigan.

26. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. **SECTION HEADINGS.** Section titles or captions contained herein are inserted only as a matter of convenience or reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. **SEVERABILITY.** In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

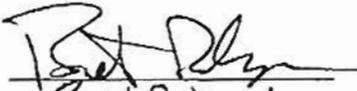
30. **NJPA CONTRACT.** CUSTOMER and NAPA acknowledge and agree that the NJPA Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the NJPA Contract shall govern the relationship of the parties.

31. **AMENDMENT TO INTEGRATED SUPPLY AGREEMENT.** Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

GENUINE PARTS COMPANY

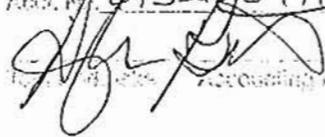
By: 
Name: Bret Robyck
Title: President

CITY OF LANSING, MICHIGAN

By: 
Name: Vig Belner
Title: Mayor

I hereby certify that funds are available

Acct. No. 4433623-141350/4433623-743000


Accounting

APPROVED
AS TO FORM ONLY

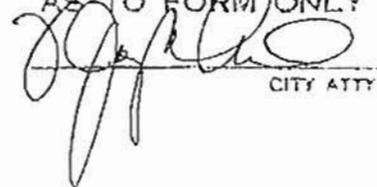

CITY ATTY

EXHIBIT A

NJPA CONTRACT

See attached.



FORM D

Formal Offering of Proposal
(To be completed Only by Proposer)

FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

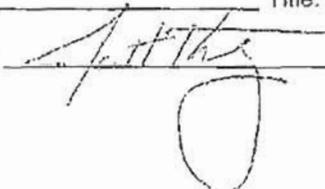
In compliance with the Request for Proposal (RFP) for FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS, the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: Genuine Parts Company/NAPA Integrated Business Solutions (IBS) Date: June 10, 2015

Company Address: 2999 Circle 75 Parkway SE

City: Atlanta State: GA Zip: 30399

Contact Person: Jett Kuntz Title: Vice President, NAPA IBS

Authorized Signature (ink only):  Jett Kuntz
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA 061015 FLEET-RELATED MAINTENANCE EQUIPMENT, SUPPLIES, SERVICES, AND INVENTORY MANAGEMENT SOLUTIONS

Genuine Parts Company/NAPA Integrated Business Solutions (IBS)
Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be July 21st, 2015 and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

NJPA Executive Director

Dr. Chad Coquette

(Name printed or typed)

Awarded this

21st day of July

, 2015

NJPA Contract Number 061015-GPC

NJPA Authorized signature:

NJPA Board Member

Scott Veronen

(Name printed or typed)

Executed this

21st day of July

, 2015

NJPA Contract Number 061015-GPC

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name

Genuine Parts Company/NAPA IBS

Vendor Authorized signature:

(Name printed or typed)

Title:

Vice President - NAPA IBS

Executed this

21st day of July

, 2015

NJPA Contract Number 061015-GPC

EXHIBIT B
ASSIGNMENT

See attached.

ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, GENUINE PARTS COMPANY, a Georgia corporation (hereinafter "Assignor"), hereby assigns, transfers, sets over and delivers to [JOBBER/POP], a _____ (hereinafter "Assignee"), all of Assignor's rights, obligations and interest, including any options to renew or extend the contract term, in those certain location(s) as set forth below, as governed by the Integrated Supply Agreement dated _____ by and between Genuine Parts Company and _____ [CUSTOMER] (the "Integrated Supply Agreement").

Location(s): _____

Assignee hereby accepts the assignment of the Integrated Supply Agreement, agrees to provide the services and perform all other obligations required to be performed by "NAPA" in said Integrated Supply Agreement at the times and in the manner set forth in said Integrated Supply Agreement, and shall be bound by all other terms, covenants and conditions of said Integrated Supply Agreement with regard to the location(s) set forth above, all with the same force and effect as if Assignee were originally named as "NAPA" therein.

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[CUSTOMER] hereby consents to the above assignment of the Integrated Supply Agreement on the terms set forth herein.

The parties hereto agree that the assignment as set forth herein shall be effective as of midnight on _____.

IN WITNESS WHEREOF, the undersigned have set their hands this _____ day of _____, 20_____.

ASSIGNOR:

ASSIGNEE:

GENUINE PARTS COMPANY

_____ [JOBBER/POP]

By: *Bret Robyck*
Name: *Bret Robyck*
Its: *Division Vice President*

By: _____
Name: _____
Its: _____

Agreed and acknowledged:

_____ [CUSTOMER]

By: _____
Name: _____
Its: _____

EXHIBIT C

SAMPLE OPERATIONAL COSTS STATEMENT

See attached.

CITY OF LANSING - 5 year proforma and ROI



Projected Expenses	NAPA Monthly Parts and Operational Projections	% To Sales	Target Year One	Target Year Two Escalation: 3%	Target Year Three Escalation: 3%	Target Year Four Escalation: 3%	Target Year Five Escalation: 3%
Parts Purchases	92,810	100.00%	1,113,725	1,147,136	1,181,550	1,216,997	1,253,507
Cost of Goods	85,000	91.58%	1,020,000	1,050,600	1,082,118	1,114,582	1,148,019
Markup on Parts	7,810	8.42%	93,725	96,536	99,432	102,415	105,488
GROSS PROFIT	7,810	-8.42%	93,725	96,536	99,432	102,415	105,488
Accounting Fees	920	0.99%	11,040	11,371	11,712	12,064	12,428
PAYROLL:							
Manager/Counter Salaries	6,360	6.85%	76,320	78,610	80,968	83,397	85,899
Delivery Driver Salaries	1,974	2.06%	22,968	23,657	24,367	25,098	25,851
Pension	415	0.45%	4,980	5,129	5,283	5,442	5,605
Insurance	908	0.98%	10,896	11,223	11,560	11,906	12,264
Workers Comp Insurance	265	0.29%	3,180	3,275	3,374	3,475	3,579
FICA/SECA/FUI/SUI	1,336	1.44%	16,032	16,513	17,008	17,519	18,044
Total IBS Payroll	11,198	12.07%	134,376	138,407	142,559	146,836	151,241
Miscellaneous Expenses	-	-	-	-	-	-	-
Delivery Truck Insurance	-	0.00%	-	-	-	-	-
Delivery Maintenance/Gas	-	0.00%	-	-	-	-	-
Truck Payment - <i>deferred expense</i>	-	0.00%	-	-	-	-	-
Shelving/Cage Depreciation	50	0.05%	600	618	637	656	675
Freight & Postage	300	0.32%	3,600	3,708	3,819	3,934	4,052
General Liability Insurance	150	0.16%	1,800	1,854	1,910	1,967	2,026
Interest	-	0.00%	-	-	-	-	-
Light, Heat, Water	-	0.00%	-	-	-	-	-
Rent	-	0.00%	-	-	-	-	-
Stationary, Shipping Supplies	100	0.11%	1,200	1,236	1,273	1,311	1,351
Stock Loss	-	0.00%	-	-	-	-	-
Store Expenses	100	0.11%	1,200	1,236	1,273	1,311	1,351
Personal Property Taxes	400	0.43%	4,800	4,944	5,092	5,245	5,402
Telephone	-	0.00%	-	-	-	-	-
Inventory Computer	1,050	1.13%	12,600	12,978	13,362	13,768	14,181
Training	-	0.00%	-	-	-	-	-
TOTAL MISC. EXP.	2,150	2.32%	25,800	26,574	27,371	28,192	29,038
TOTAL EXPENSES	14,268	15.37%	171,216	176,352	181,643	187,092	192,706
Gross Profit Less Expenses	(6,458)	-6.96%	(77,491)	(79,816)	(82,211)	(84,677)	(87,217)
Miscellaneous Discounts	0	0.00%	-	-	-	-	-
MGMT. FEE	14,272	15.38%	171,267	176,405	181,697	187,148	192,763
NET PROFIT	7,815	8.42%	93,776	96,589	99,487	102,471	105,545

Profit Guarantee 8.42%
Profit Achieved 8%

8%

8%

8%

8%

8%

8%

8%

8%

8%

8%

8%

8%

8%

EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

**AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITY OF LANSING, MICHIGAN**

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this ____ day of February, 2016 (the "Amendment Effective Date"), by and between **GENUINE PARTS COMPANY**, a Georgia corporation ("NAPA") and the **CITY OF LANSING, MICHIGAN** ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of February ____, 2016 (the "Agreement") for the supply and sale of automotive parts and related supplies at certain locations as required by CUSTOMER; and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. Section 4(e) of the Agreement is hereby deleted in its entirety and replaced with the following:

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half after accrual of 40 hours per work week) will be charged on a cost basis to CUSTOMER, and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

3. A new Section 4(f) is hereby added to the Agreement as follows:

(f) NAPA shall comply with all applicable laws, rules and regulations which are now or may hereafter be made effective by the United States or its agencies or the State of Michigan, or any other governmental or governing body, including the City of Lansing, which may now or hereafter have jurisdiction over the subject matter of this Agreement. NAPA shall comply with all permit requirements (including right of way permits) of CUSTOMER; provided, however, that CUSTOMER shall reimburse NAPA as an Operational Cost in accordance with Section 7 below for the costs incurred by NAPA in the procurement of such permits.

4. Section 7 of the Agreement is hereby deleted in its entirety and replaced with the following:

7. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall goal of CUSTOMER's pricing plan is to achieve an 8.4% net profit for NAPA (the "Net Profit Target") by adjusting the pricing of two elements:

- (a) **Product Costs.** The pricing of the Inventory to be supplied to CUSTOMER by NAPA pursuant to this Agreement. Product Costs shall be further divided into "**NAPA Product Costs**," which is the pricing of NAPA supplier manufactured products, "**Non-NAPA Product Costs**," which is the pricing of products which have not been manufactured by NAPA suppliers but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement, "**Tires and Bulk Fluids**," which is the pricing of tires and bulk fluids supplied to CUSTOMER under this Agreement, and "**Outside Purchases and Services**," which is the pricing of those parts or services not traditionally stocked or performed by NAPA.
- (b) **Operational Costs.** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, and all equipment supplied by NAPA. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit C. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit C are subject to change based on actual monthly costs and expenses incurred relative to the operation of the On Site Store(s).

PRICING PLAN SUMMARY

NAPA Product Costs	Billed to CUSTOMER at a 9% gross profit rate (gross profit is store acquisition cost divided by .91)
Non-NAPA Product Costs	Billed to CUSTOMER at a 9% gross profit rate (gross profit is acquisition cost divided by .91)

Tires, Bulk Fluids and Outside Purchases and Services	Billed to CUSTOMER at a 6% gross profit rate (gross profit is acquisition cost divided by .94)
Operational Costs	Billed to CUSTOMER at cost
Net Profit Target	8.4% net profit for NAPA

Both NAPA Product Costs and Non-NAPA Product Costs shall be set by NAPA to yield a gross profit of nine percent (9%). Tires and Bulk Fluids and Outside Purchases and Services (as discussed in further detail below) shall be set by NAPA to yield a gross profit of six percent (6%). Operational costs will be charged to CUSTOMER at cost, with all such charges for Operational Costs to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for operational costs on an "in arrears" basis.

In addition, NAPA may use any sub-contractor for the procurement of "outside" purchases or services (i.e., those parts or services not traditionally stocked or performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a six percent (6%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

5. Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

8. INSURANCE.

(a) CUSTOMER is a state agency and is self-insured for liability and workers compensation through the Department of Administrative Services. CUSTOMER shall provide to NAPA, upon execution of this Agreement, a copy of all Certificates of Insurance evidencing the insurance coverages above.

(b) NAPA shall maintain during the term of this Agreement worker's compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law as well as employer's liability insurance with limits of not less than \$1,000,000 each accident; \$1,000,000 bodily injury by disease-each employee and \$1,000,000 bodily injury by disease-aggregate. In addition, NAPA shall maintain during the term of this Agreement the following insurance: (i) personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s); (ii) commercial general liability insurance with limits of not less than \$2,000,000 each occurrence and \$3,000,000 general aggregate; and (iii) business automobile liability insurance with limits of not less than \$5,000,000 combined single limit each accident. Insurance is to be placed with insurers authorized to do business in the State of Michigan

with a current A.M. Best Rating of no less than A-. Insurance is to be evidenced via a Certificate of Insurance. All Certificates are to be received and approved by CUSTOMER prior to the commencement of this Agreement. CUSTOMER shall be named as an additional insured on all liability policies to the extent of NAPA's indemnification obligations herein. NAPA shall maintain such coverage in full force and effect throughout the term of this Agreement and shall endeavor to provide CUSTOMER at least thirty (30) days prior written notice of any material change or termination or expiration of the above required insurance.

(c) The insurance policies in this section required to be held by each party shall contain a waiver of subrogation against the other party.

(d) Neither CUSTOMER nor the Department of Administrative Services shall procure or provide insurance for NAPA property or Inventory.

6. Section 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

10. **PERSONNEL.** NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement. NAPA shall not discriminate in the hiring of any employees or contractors, or in its use of the On Site Store premises, directly or indirectly on the basis of age, race, color, religion, national origin, sex, height, weight, handicap, marital status or political orientation or on any other illegal basis.

7. Section 17 of the Agreement is hereby deleted in its entirety and replaced with the following:

17. **INDEMNIFICATION.** NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

Further, NAPA shall be responsible for and shall indemnify, defend and hold harmless CUSTOMER, its officers, agents and employees from and against any and all claims, suits, damages, losses, specifically including loss of use of property, and all other liabilities whatsoever, including related expenses and reasonable attorney fees, for or on account of injuries to or death of any person, including but not limited to the employees of CUSTOMER and/or loss of or damage to any property, including but not limited to the property of CUSTOMER, in any way sustained or alleged to have been sustained by reason of or resulting from:

- (a) The negligent use and maintenance of the On Site Store premises by NAPA, its employees, agents or officers;
- (b) NAPA's breach of any terms or conditions of this Agreement; and/or

- (c) The contamination of the On Site Store premises, during the term of this Agreement, by any hazardous waste, environmental toxin or underground tank, as broadly defined by federal, state or local law to the extent such contamination of the On Site Store premises arises from the negligent acts or omissions or intentional misconduct of NAPA, its employees, agents or officers.

8. Section 25 of the Agreement is hereby deleted in its entirety and replaced with the following:

25. **CHOICE OF LAW.** This Agreement shall be construed and interpreted under the laws of the State of Michigan.

9. A new Section 31 is hereby added to the Agreement as follows:

31. **LICENSE.**

- (a) The space to be provided by CUSTOMER for NAPA's On Site Store(s) and Inventory is being made available by CUSTOMER pursuant to a license ("License") and said use of such space does not constitute a lease or a sublease. The License is provided for cost control purposes to NAPA. Upon termination, expiration or non-renewal of this Agreement, the License granted herein shall immediately terminate. NAPA, as licensee, agrees to repair at its cost and expense any damage or injury caused by or resulting from NAPA's negligent acts or omissions related to its use of the On Site Store(s) premises.
- (b) NAPA's privilege to use the On Site Store premises shall be solely in connection with NAPA's commercial use and may not be assigned or in any other way transferred to another unless CUSTOMER provides its prior written consent to such assignment or transfer.
- (c) Any and all construction or other work to be performed on or about the On Site Store premises by NAPA shall be performed in a proper and workmanlike manner and as expeditiously as possible so as to minimize any interference with the use of the premises and its surrounding environs.
- (d) NAPA shall not install or place any signs on the On Site Store premises without the prior consent of CUSTOMER and NAPA shall keep everything therein in good order and repair and in a clean, safe and healthful condition.
- (e) CUSTOMER shall not be responsible or liable to NAPA, or anyone else, for any fire, theft, loss or damage to the On Site Store premises and improvements or any property (including motor vehicles) located, kept or stored on the On Site Store premises, that is caused by or through the negligent acts or omissions of NAPA, its employees, agents, and officers hereunder. NAPA shall give immediate written

notice to CUSTOMER in case of fire, damage or accidents at or to the On Site Store premises.

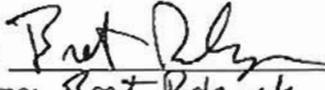
- (f) NAPA shall not utilize, deposit or discharge any material, debris or goods down any drains or sewers which in any way may cause or result in blockage or obstruction of normal sewer activities.
- (g) After the termination, expiration or non-renewal of this Agreement, NAPA shall, within three (3) months, restore said On Site Store premises to its former condition to the reasonable satisfaction of the Director of the Public Service Department of CUSTOMER, ordinary wear and tear excepted. Upon said termination, expiration or non-renewal, if NAPA fails to restore said premises to a condition reasonably satisfactory to the Director of the Public Service Department of CUSTOMER within the time period set forth above, ordinary wear and tear excepted, CUSTOMER may remove all improvements, foundations, and any debris or personal property, and restore said premises to the condition aforesaid, at the sole risk, cost and expense of NAPA. NAPA shall promptly reimburse and pay to CUSTOMER such cost and expenses incurred by CUSTOMER in doing so on demand.
- (h) NAPA shall comply with all applicable local, state or federal laws, ordinances or regulations relating to Hazardous Materials and aboveground and underground storage tanks on, in, under or about the On Site Store premises. "Hazardous Materials" shall mean any flammable explosives, radioactive materials, hazardous wastes, "injurious substance," toxic substances or related materials, including without limitation, any substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "contaminants," or "pollutants" under any applicable federal or state law or regulation.

10. Except as amended herein, all other terms and conditions of the Agreement shall remain unaltered and the Agreement remains in effect, enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties.

11. This Amendment shall be construed and interpreted under the laws of the State of Michigan without giving effect to the provisions thereof relating to conflicts of law.

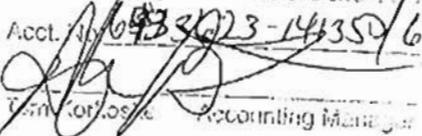
IN WITNESS WHEREOF, the parties hereto cause their hands and seals to be affixed by their duly-authorized representatives effective as of the date and year first above written.

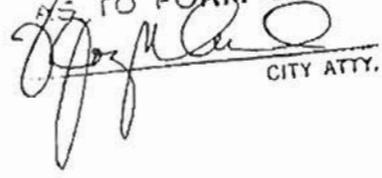
GENUINE PARTS COMPANY

By: 
Name: Bret Rodaych
Title: DIVISION VICE PRESIDENT

CITY OF LANSING, MICHIGAN

By: 
Name: Virg Bernero
Title: Mayor

I hereby certify that funds are available:
Acct. No. 6433623-14359/6433623-74300

Accounting Manager

APPROVED
AS TO FORM ONLY

CITY ATTY.

PROJECTED NAPA Store Savings

	Savings	
Labor	\$ 89,878.00	2 positions
Longevity	\$ 4,000.00	2 positions
Fringe Benefits	\$ 134,986.00	Variable and Fixed Fringes
Invoicing	\$ 2,372.16	Savings of at least 8 hours a month on invoicing
	<u>\$ 231,236.16</u>	subtotal
Napa Cost	\$ 171,267.00	Napa
Savings	\$ 59,969.16	Savings year one

*Napa staff includes supervisor that will translate in saving time and money by Fleet Manager not having to supervise this operation

*Also expect significant reduction in parts inventory and savings by paying for parts as we need items.

*Also Napa will assist in unloading obsolete inventory

SUMMARY - FUNDING ALLOCATIONS
FIVE –YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 -6/30/21)
ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)

CITY OF LANSING COMMUNITY DEVELOPMENT OBJECTIVES

The primary objective of Lansing's Housing and Community Development Program is the development of a viable community which will provide standard housing in a suitable living environment, principally to benefit low and moderate income persons, preserve and expand existing businesses and industries, and create an atmosphere conducive to stability in neighborhoods. Specific objectives are enumerated as follows:

- a. Provide standard housing in a suitable living environment through rehabilitation, new construction and improvement of the housing stock primarily in CDBG eligible neighborhoods and in specifically designated housing target areas.
- b. Provide housing counseling and assistance that will benefit low and moderate-income households.
- c. Promote home ownership for low and moderate-income households and promote deconcentration of poverty.
- d. Maintain at current levels the number of public and assisted housing units available to low and moderate-income households.
- e. Provide homeless prevention assistance, emergency shelter, re-housing assistance and supportive human services for people with special needs, people who are homeless and those at risk of becoming homeless.
- f. Provide assistance for permanent supportive housing and human services for low and moderate income households with a history of chronic homelessness, including those with special needs.
- g. Promote economic opportunity for low and moderate-income individuals by facilitating economic development, providing employment opportunity, sponsoring job training, supporting business development, micro-enterprise lending and business or financial educational programs and initiatives.
- h. Promote economic development to provide jobs, business services and shopping opportunities for residents located in CDBG eligible areas.
- i. Provide community and neighborhood services, recreational opportunities and public facilities and promote neighborhood social cohesion to improve the quality of life in CDBG eligible neighborhoods.
- j. Increase security and safety in neighborhoods by supporting public safety and crime prevention initiatives, public educational programs and citizens' awareness in CDBG eligible areas.
- k. Improve the city's transportation, public facilities and infrastructure systems in CDBG eligible areas.

- l. Protect and improve the city's physical environment, including preventing or eliminating blight, removing lead or other safety hazards, preserving historic resources, mitigating flood hazards, promoting healthy housing and improving energy fitness in housing occupied by low and moderate-income households.
- m. Promote fair housing objectives.
- n. Provide affordable housing and economic development that benefits low and moderate income people in the context of mixed use development along transit corridors.

**PROPOSED COMMUNITY DEVELOPMENT BLOCK GRANT
 ACTIVITIES AND USE OF FUNDS
 FIVE –YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 -6/30/21)
 ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)**

CDBG Single-family, Owner-Occupied Rehab Program/Public Improvements

Includes loans and grants for rehabilitation of owner-occupied housing units through city sponsored programs, and in conjunction with affordable housing efforts sponsored by nonprofit housing corporations and other state and federal agencies. Includes funds to meet lead hazard reduction regulations in rehabilitated structures, funds to assist in emergency housing rehabilitation, market analysis activities and technical assistance to nonprofit housing corporations, contractors, and low- and moderate-income households. Includes loans and grants for owner-occupied single-family units through city sponsored programs, loans to rehabilitate historic homes in conjunction with rehabilitation of the unit, and loans or grants for ramps, hazard remediation or weatherization. Includes staff, office space, technical assistance, training and other direct project costs associated with delivery of Community Development Block Grant, HOME, Emergency Solutions Grant and other State and Federal Programs. 18 housing units estimated. Additional units may be completed with prior year funds.

General street, sidewalk, water/sewer improvements, including assistance to income eligible owner-occupants or those in CDBG-eligible areas for special assessments related to new improvements. Includes improvements to neighborhood parks, recreational facilities; public neighborhood, medical and community facilities in CDBG priority areas. Some improvements may be made with prior years' funds

Five-Year Consolidated Plan	\$5,119,985
Annual Action Plan	\$1,023,997

CDBG Rental Rehab Program/Weatherization

Includes loans and grants for rehabilitation of rental housing units through city sponsored programs. Includes funds to meet healthy housing standards and/or lead hazard reduction regulations in rehabilitated structures. 6 units estimated.

Includes financing of an Energy Fitness Program and/or Energy Optimization Program to benefit low and moderate-income households, 54 housing units estimated with current funding. Additional units may be completed with prior year funds

Five-Year Consolidated Plan	\$250,000
Annual Action Plan	\$ 50,000

Acquisition

Includes acquisition, maintenance and security of properties acquired through programs, and activities related to acquisition, disposition, relocation and clearance of dilapidated structures. Funds may also be used to acquire properties in the flood plain. Includes staff time associated with this activity. 1 housing unit estimated. Prior year funds may be used.

Five-Year Consolidated Plan	\$ 5,000
Annual Action Plan	\$ 1,000

Public Services (limited to 15%)

Includes homeownership counseling, education, neighborhood counseling, youth and senior programs, neighborhood clean-ups, community gardens, home repair classes, tool lending programs, employment training, and community safety. Services are for low- and moderate-income individuals and/or those in CDBG-eligible areas located within the Lansing city limits.

Five-Year Consolidated Plan	\$ 1,389,295
Annual Action Plan	\$ 277,859

Economic Development

Loans, technical assistance and training to low- and moderate-income owners of and persons developing micro-enterprises within or planning to locate within the Lansing city limits. (A micro-enterprise is a business with five or fewer employees, including the owner(s).) Estimate 8 people trained and 4 loans issued. Prior year funds may be used.

Technical assistance to individuals and for-profit businesses including workshops, technology assistance, façade improvement loans/grants, market analysis, business promotion, referrals for the attraction of new business and expansion of existing business within CDBG-eligible areas of Lansing. Estimate 36 individuals and 4 businesses assisted.

Creation of jobs to benefit low and moderate-income city of Lansing residents. Estimate 3 jobs

Five-Year Consolidated Plan	\$645,300
Annual Action Plan	\$129,060

CDBG General Administration (limited to 20%)

Includes staff and other costs associated with preparation of required Consolidated Planning documents, environmental clearances, fair housing activities and citizen participation activities associated with the delivery of CDBG, HOME and other state and federal programs.

Includes planning and general administration costs associated with delivery of CDBG and other state and federal programs. Includes indirect administrative costs and building rent paid to the city.

Five-Year Consolidated Plan	\$ 1,852,395
Annual Action Plan	\$ 370,479

CDBG Allocations

Total Five-Year Consolidated Plan	\$ 9,261,975
Total Annual Action Plan	\$ 1,852,395

PROPOSED HOME PROGRAM ACTIVITIES AND USE OF FUNDS
FIVE –YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 - 6/30/21)
ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)

Down Payment Assistance

Funds provided to homebuyers for down payment and closing costs for purchase of a single-family home located within the Lansing city limits. Up to \$15,000 will be available as a 0% interest second mortgage for homebuyers with income at or below 80% of median income. Assistance not limited to first-time homebuyers. May include staff time and/or homeownership counseling fees associated with this activity. Estimate 12 housing units. Prior year funds may be used.

Five-Year Consolidated Plan	\$ 328,080
Annual Action Plan	\$ 65,616

New Construction/HOME Rehab/Development Program

Includes funds for loans and grants for housing construction and rehabilitation.

HOME funds allocated for housing developed in partnership with the city, including Supportive Housing Program (SHP) and Acquisition, Development and Resale (ADR) activities. Projects may include new construction and rehabilitation activities with non-profit and for-profit developers, including CHDOs. Funds may be used for staff time associated with these activities. 2 housing units estimated in conjunction with partners. Additional units may be completed with prior year funds

Also includes loans and grants for rehabilitation of at least 2 owner-occupied housing units.

Five-Year Consolidated Plan	\$1,673,200
Annual Action Plan	\$ 334,640

CHDO Set-aside (15% minimum required)

HOME Program set-aside reserved for housing developed, sponsored or owned by CHDOs in partnership with the City. 1 unit estimated. Prior year funds may be used.

Five-Year Consolidated Plan	\$ 428,845
Annual Action Plan	\$ 85,769

Community Housing Development Organization (CHDO) Operating (limited to 5%)

Funds reserved at option of the City to provide operating funds to CHDO's utilizing the City's HOME funds to produce affordable housing in the community.

Five Year Consolidated Plan	\$142,950
Annual Action Plan	\$28,590

HOME General Administration (limited to 10%)

Includes staff and general administration costs to deliver the HOME program.

Five-Year Consolidated Plan	\$ 285,895
Annual Action Plan	\$ 57,179

HOME Allocations:

Five-Year Consolidated Plan	\$ 2,858,970
Annual Action Plan	\$ 571,794

**EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM ACTIVITIES
AND USE OF FUNDS**

**FIVE –YEAR CONSOLIDATED PLAN 2016-2021 (7/1/16 -6/30/21)
ANNUAL ACTION PLAN HUD FY 2016 /CITY FY 2017 (7/1/16 – 6/30/17)
FINANCE COMMITTEE OF GLHRN TO MAKE RECOMMENDATION ON
DISTRIBUTION OF ESG FUNDS AT THE 3/10/16 MEETING**

Street Outreach

Funds provided for Street Outreach activities

Five-Year Consolidated Plan	\$ 72,740
Annual Action Plan	\$ 14,548

Homeless Prevention

Funds provided to prevent homelessness

Five-Year Consolidated Plan	\$ 200,000
Annual Action Plan	\$ 40,000

Administrative Activities (limited to 7.5%)

Funds provided to offset the cost of administering emergency solutions program.

Five-Year Consolidated Plan	\$ 62,940
Annual Action Plan	\$ 12,588

Shelter Operation

Funds provided to shelter providers to cover cost of maintenance, operations, insurance, utilities and furnishings in shelter facilities.

Five-Year Consolidated Plan	\$ 503,525
Annual Action Plan	\$ 100,705

ESG Allocations:

Five-Year Consolidated Plan	\$ 839,205
Annual Action Plan	\$ 167,841

SUMMARY

Estimated Five-Year Consolidated Plan and Forty Second Year Community
Development Resources

Program	Annual Action Plan	Five-Year Consolidated Plan
CDBG Entitlement Grant:	\$1,852,395	\$9,261,975
HOME Program Funds	\$ 571,794	\$2,858,970
ESG Program Funds:	\$167,841	\$839,205
TOTAL	\$2,592,030	\$12,960,150

Administrative, management and operation costs for the above programs include the administration, management and operations of the eligible activities, **as well as other federal and state community development programs in which the city is now or may be participating.**

In the Matter of
FARHENHEIT Ultra LOUNGE

Hearing Officer
Deputy City Attorney Mark A. Dotson

FINDINGS OF FACT AND RECOMMENDATION

After a hearing on March 21, 2016 I as the hearing officer make the make the following Findings of Fact and Recommendations/Conclusions.

Attending the hearing were:

Lansing Chief of Police Michael Yankowski

Detective Joel Cutler

Owner/proprietor Germaine Redding

Dan Doyle: Counsel for Mr. Redding

FINDINGS OF FACT

1. The City of Lansing has issued Cabaret License #3281 to A PIECE OF MIND ELITE LLC dba Fahrenheit. Germaine Redding is listed as the owner of the license.
2. On March 13, 2016 during an event at the Fahrenheit Club, (6810 S. Cedar Lansing, MI) a shooting occurred inside the club resulting in non-life threatening injuries to three individuals.
3. The response to the shooting included at least 16 Lansing Police Department personnel and up to six other law enforcement agencies.

Submitted @ mtg

4. Upon responding law enforcement personnel were met by a substantial number of patrons, some who were fighting among themselves, many who gestured threateningly to the responders and/or otherwise resisted their attempts to secure the situation or render aid to the victims. Force had to be used as well as pepper spray.

5. On the night of the shooting there were anywhere between 24-30 security personnel working the event. Patrons were frisked and swept for weapons upon entering except later in the evening when some were allowed to leave and re-enter without being checked.

6. Evidence taken from the club suggests more than one weapon was used in the shooting.

7. An hour or so prior to the shooting Fahrenheit personnel flagged down a police officer alleging that they had sited a man with a gun.

8. At this point in the investigation there is no indication that Fahrenheit employees intentionally promoted or participated in the shooting.

9. 640 patrons is the capacity for the venue. The security manager indicated that 647 tickets were sold. The event's promoter estimated that 800 people attended the event.

10. By letter dated March 14, 2015 Chief Yankowski asked that Council consider revoking the Fahrenheit's Cabaret License and support revocation of its liquor license.

11. On March 16, 2016 the Michigan Liquor Commission issued an amended Emergence Suspension Order immediately suspending the 2015 Class c and Specially Designated Merchant licenses for Piece of Mind Elite Club, LLC. On at least two prior occasions the LAPD has filed notice of violations with the Michigan Liquor Control Commission regarding Fahrenheit.

12. Since January 1, 2015 the Lansing Police Department has responded to 68 calls for service resulting in 26 criminal investigations.

13. In 2009 there were 139 service calls; In 2010 80 service calls; 2011 37 service calls; 2012 30 service calls; 2013 36 service calls; 2014 46 service calls and in 2015 alone 60 service calls. 60 for a year is considered to be average to above average. Since 2009 there have been 437 calls for service with 167 resulting in criminal reports being filed.

14. In 2011 Germaine Redding as owner of Peace of Mind Elite, LLC entered into a Memorandum of Understanding (Exhibit 15) with the City.

15. There are a number of businesses in the vicinity of Fahrenheit (including a hotel that is connected) as well as apartment buildings. Over the years there have been many complaints filed by either management or patrons of the hotel related to disorderly behavior at Fahrenheit. LPD would often ask the local businesses to adjust their business hours around when Fahrenheit would be closing in an attempt to limit crime related issues that may arise.

16. Mr. Redding did not appear at the hearing to contest the revocation.

RECOMMENDATION

Lansing City Ordinances Chapter 808 requires not only that a license be obtained by anyone who wishes to operate a cabaret but also that the owner of the license operate the cabaret in a manner that “maintains the peace.” The March 13, 2016 shooting is yet another manifestation of the problems that have been long standing and seemingly exist no matter the effort to prevent them. On its own, the March 13 incident might warrant revocation, but upon consideration of the operational history of the Club, it is recommended that the Cabaret License be revoked.

**OFFICE OF THE CITY ATTORNEY,
CITY OF LANSING**

Dated:

3/28/16

By:

Mark A. Dotson

Mark A. Dotson (P79761)
Deputy City Attorney