



## REGULAR MEETING AGENDA

**Date:** 10/11/2022  
**Time:** 6:00 p.m.  
**Locations:** [Zoom.us/join](#) – ID# 831 3316 9409 and  
City Council Chambers  
701 Laurel St., Menlo Park, CA 94025

### NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

Consistent with Government Code section 54953(e), and in light of the declared state of emergency, and maximize public safety while still maintaining transparency and public access, members of the public can listen to the meeting and participate using the following methods.

#### How to participate in the meeting

- Access the live meeting, in-person, at the City Council Chambers
- Submit a written comment online up to 1-hour before the meeting start time:  
[city.council@menlopark.org](mailto:city.council@menlopark.org)  
Please include the agenda item number you are commenting on.
- Access the meeting real-time online at:  
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- Access the meeting real-time via telephone at:  
(669) 900-6833  
Meeting ID 831 3316 9409  
Press \*9 to raise hand to speak
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Channel 26
  - City Council Chambers

Note: City Council closed sessions are not broadcast online or on television and public participation is limited to the beginning of closed session.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, county and local orders, the format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the City's website [www.menlopark.org](http://www.menlopark.org). The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information ([menlopark.org/agenda](http://menlopark.org/agenda)).

According to City Council policy, all meetings of the City Council are to end by midnight unless there is a super majority vote taken by 11:00 p.m. to extend the meeting and identify the items to be considered after 11:00 p.m.

## Regular Session

### A. Call To Order

### B. Roll Call

### C. Agenda Review

### D. Public Comment

Under “Public Comment,” the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under public comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general information.

### E. Presentations and Proclamations

- E1. Proclamation: Latino Heritage Month ([Attachment](#))

### F. Consent Calendar

- F1. Accept the City Council meeting minutes for September 13 and 20, 2022 ([Attachment](#))
- F2. Receive and file the annual inflation protection adjustment of \$0.45 per hour for an approved local minimum wage effective January 1, 2023 of \$16.20 per hour ([Staff Report #22-189-CC](#))
- F3. Adopt a resolution to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings ([Staff Report #22-196-CC](#))
- F4. Authorize the Mayor to submit a letter in support of efforts to mitigate community impacts associated with Stanford University’s development ([Staff Report #22-194-CC](#))

### G. Regular Business

- G1. Provide input on a request for proposals for an aquatics operator at Burgess Pool and the future Menlo Park Community Campus aquatics center ([Staff Report #22-191-CC](#)) ([Presentation](#))
- G2. Award vehicle purchase contracts to Deere & Company, National Auto Fleet Group, Toro Company, Vermeer Manufacturing Company, and Volvo Construction Equipment and Services for the purchase and modification of police vehicles and motorcycles, light-duty trucks, and heavy-duty equipment for the fiscal year 2022-23 vehicle purchase ([Staff Report #22-193-CC](#)) ([Presentation](#))

### H. Informational Items

- H1. City Council agenda topics: October 18 – November 1, 2022 ([Staff Report #22-195-CC](#))
- H2. Drought update for Menlo Park Municipal Water ([Staff Report #22-190-CC](#))

- H3. Menlo Park local hazard mitigation plan annex to the San Mateo County multijurisdictional local hazard mitigation plan update ([Staff Report #22-192-CC](#))

**I. City Manager's Report**

**J. City Councilmember Reports**

**K. Adjournment**

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Council on any item listed on the agenda at a time designated by the chair, either before or during the City Council's consideration of the item.

At every special meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at [jaherren@menlopark.org](mailto:jaherren@menlopark.org). Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [menlopark.org/agenda](http://menlopark.org/agenda) and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at [menlopark.org/notifyme](http://menlopark.org/notifyme). Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 10/6/2022)

# Recognizing October 2022 as Latino Heritage Month

**WHEREAS**, Governor Gavin Newsom has issued a proclamation recognizing Latino Heritage Month in the State of California, and

**WHEREAS**, during Latino Heritage Month, we honor and celebrate the immeasurable contributions and unique stories of Latinos, California's largest ethnic group, and

**WHEREAS**, Californians know that our strength and prosperity lie in our state's diversity, including the 15.6 million Latino Californians with roots that can be traced across the Americas, indigenous communities of Latin America and Africa, and beyond, and

**WHEREAS**, our Latino community has always been and will always be deeply rooted in California's history, identity and success. From the state's beginnings to the present day, generations of Latinos helped build our state as we know it and shaped our social, political and economic landscapes. Across all facets of society, Latino Californians contribute to our state's vibrancy and growth every day, and

**WHEREAS**, throughout California history, our Latino communities have fought inequalities and injustices, shaping the state's social, political, and economic landscapes, and that legacy continues today. We recognize and are grateful to the Latino Californians who help keep our neighborhoods and communities vibrant and prosperous. They are teachers and business owners, scientists and soldiers, farmworkers and first responders, artists and activists, colleagues, and friends, and

**WHEREAS**, we also recognize the persistent disparities and disproportionate challenges that Latino communities face, and recommit to our work to help all Californians thrive. Our state has made historic strides to expand access to health care coverage, advance major investments in educational equity and affordable housing and provide unprecedented relief for Californians hit hardest by the pandemic, among other targeted investments and efforts, and

**WHEREAS**, with bold action and inclusive policies to expand opportunity across the board, push back against the forces of hate and advance our collective progress, California will continue to lead the march towards equality and prosperity for all.

**NOW THEREFORE, BE IT RESOLVED** that I, Betsy Nash, Mayor of the City of Menlo Park, on behalf of the City Council and the City, do hereby proclaim October 2022, as "Latino Heritage Month."

DocuSigned by:

*Betsy Nash*  
415F42216D9F480...

Betsy Nash, Mayor  
October 11, 2022





**REGULAR MEETING MINUTES – DRAFT**

**Date:** 9/13/2022  
**Time:** 6:00 p.m.  
**Location:** Zoom

**Regular Session**

**A. Call To Order**

Mayor Nash called the meeting to order at 6 p.m.

**B. Roll Call**

Present: Combs, Mueller, Nash, Taylor, Wolosin  
Absent: None  
Staff: City Manager Justin Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Agenda Review**

None.

**D. Public Comment**

None.

**E. Presentations and Proclamations**

**E1. Proclamation: Supporting the reopening of the Mack E. Mickelson therapeutic pool (Attachment)**

- Sandy Napel spoke in support of the proclamation and reopening of the pool.

Mayor Nash read the proclamation (Attachment).

Warm Water Wellness representative Jane Stahl accepted the proclamation.

**E2. Proclamation: Recognizing September 2022 as Suicide Prevention Month (Attachment)**

- John Butler spoke in support of the proclamation and commented on mental health.

Mayor Nash read the proclamation (Attachment).

Program Manager of Clinical Services at StarVista's Crisis Intervention and Suicide Prevention Center Brook Pollard accepted the proclamation.

## **F. Study Session**

- F1. Menlo Park Community Campus project updates including recreation and community programs survey results (Staff Report #22-172-CC)

Library and Community Services Director Sean Reinhart and Interim Assistant Community Services Director Rondell Howard made the presentation (Attachment).

- Jacqui Cebrian spoke in support of the project and efforts.

The City Council received clarification on survey results from Belle Haven residents and other survey data received that's not related to the Menlo Park Community Campus (MPCC) (e.g., aquatics and pickleball).

The City Council discussed including project-based learning.

## **G. Consent Calendar**

- G1. Accept the City Council meeting minutes for July 26 and August 23, 2022 (Attachment)
- G2. Adopt a resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings (Staff Report #22-171-CC)
- G3. Authorize the city manager to sign the public improvement agreement for the Menlo Portal project located at 115 Independence Drive and 104 and 110 Constitution Drive (Staff Report #22-168-CC)

**ACTION:** Motion and second (Taylor/ Wolosin), to approve the consent calendar, passed unanimously.

## **H. Public Hearing**

- H1. Adopt a resolution to abandon a public utility easement at 248 Oakhurst Place (Staff Report #22-173-CC)

Associate Engineer Edress Rangeen made the presentation (Attachment).

Mayor Nash opened the public hearing.

Mayor Nash closed the public hearing.

**ACTION:** Motion and second (Combs/ Nash), to adopt a resolution ordering the vacation and abandonment of a 10-foot-wide public utility easement running through a portion of the existing structure at 248 Oakhurst Place, passed unanimously.

## **I. Regular Business**

- I1. Provide direction on preferred Middle Avenue conceptual design and adopt a resolution to install no parking zones on Middle Avenue, install an all-way stop at Middle Avenue and San Mateo Drive, and authorize a temporary closure of Blake Street at Middle Avenue (Staff Report #22-174-CC)

Assistant Public Works Director Hugh Louch made the presentation (Attachment).

- Bill Kirsch spoke in support of parking removal on both sides of the street, raised crosswalks, and pilot programs.
- Adina Levin spoke in support of the safest possible bikeway option for Middle Avenue, improving safety at the El Camino Real intersection, and pilot programs.
- Laurie Holyoake spoke in opposition of the four-way stop and in support of a flashing beacon at San Mateo Drive and Middle Avenue.
- Maia Wolfe spoke in opposition of the parking removal and in support of bike lanes.
- David Alfano spoke in support of bike lanes with the buffer, the removal of parking on one side of the street, the Blake Street bollard, and a four-way stop sign at San Mateo Drive and Middle Avenue.
- Sandy Napel spoke in support of the Blake Street closure, additional stop signs at San Mateo Drive, engaging Middle Avenue residents for removal of parking, and spoke in opposition of a roundabout.
- Julia Piper spoke in support of closing Blake Street.
- Ted Callahan spoke in opposition to the removal of street parking and in support of the Blake Street closure.
- Ashley Callahan spoke in support of retaining parking in select areas of Middle Avenue where it is most needed, closing Blake Street, and requested bike safety classes at schools and the evaluation of other streets.
- David Yoshida spoke in opposition of the removal of parking.
- Jonathan Coe spoke in support of dedicated bike lanes, pilot programs, and time of day parking restrictions in coordination with school bell schedules, and in opposition of parking removal on both sides.
- Jacqui Cebrian spoke in support of a 25-mph speed limit and the removal of parking on both sides.
- Sally Cole spoke support for ease of use and navigation and parking removal on both sides.
- Katie Behroozi spoke in support of a four-way stop at San Mateo Drive and pilot programs, including the roundabout.
- Brandon Visser spoke in support of the removal of parking and all proposed traffic measures.
- Scott Soltys spoke in support of the Blake Street closure, sidewalk installation, and speed abatement and in opposition of parking removal on both sides of the street.
- Matthew Raskaff spoke in support of parking removal and all proposed safety measures.

The City Council took a recess at 8:03 p.m.

The City Council reconvened at 8:13 p.m.

The City Council received clarification on parking removal on one full side of the street and partial removal on the other side of the street, public outreach to residents on Middle Avenue, and Complete Streets Commission action.

The City Council discussed upcoming projects impacts to all modes of traffic, pilot programs for the proposed measures, parking removal options, the proposed safety measures, speeds on Middle Avenue, collection of data during pilot programs, residential garbage cans impeding bicycles, loading zone opposed to parking, more engagement with Middle Avenue residents following a

parking removal pilot, and flooding concerns.

Vice Mayor made a presentation (Attachment).

The City Council directed staff to draft and return a resolution to reduce the speeds on Middle Avenue and other similar streets to 25-mph and to pursue:

- Traffic calming at regular intervals
- Pilot parking removal on both sides, including data collection and public outreach, with parking in front of Nealon Park converted to parallel parking
- Buffered bikeways on both sides as part of the pilot
- All-way stop at Middle Avenue and San Mateo Drive
- Pilot for mini-roundabout at University Drive
- Closure of Shell gas station driveway
- Add sidewalk on south side to five-year capital improvement plan

12. Waive the first reading and introduce an ordinance repealing and replacing Menlo Park Municipal Code Section 2.04.190 relating to filling City Council vacancies and adopt a resolution establishing the process for appointment of candidates to City Council seats to fill vacancies (Staff Report #22-170-CC)

City Attorney Nira Doherty made the presentation.

The City Council discussed adding “shall not be interviewed by the City Council and shall not be eligible for appointment” related to the questionnaire and selection process.

The City Council directed updating election by motion process.

**ACTION:** Motion and second (Nash/ Combs), to introduce by title only and waive further reading of an ordinance of the City Council of the City of Menlo Park repealing and replacing Section 2.04.190, “Filling of Vacancies on the City Council,” of Chapter 2.04 within title 2 of the Menlo Park Municipal Code, passed unanimously.

13. Adopt a resolution to approve amendments to the salary schedule as of September 25, 2022 (Staff Report #22-169-CC)

Interim Administrative Services Director Mary Morris-Mayorga made the presentation.

**ACTION:** Motion and second (Wolosin/ Nash), to adopt a resolution to approve amendments to the salary schedule as of September 25, 2022, unanimously.

## **J. Informational Items**

- J1. City Council agenda topics: September – October 18, 2022 (Staff Report #22-175-CC)

## **K. City Manager's Report**

City Manager Justin Murphy reported out on job openings in Menlo Park and the next City Council meeting on September 20.

**L. City Councilmember Reports**

None.

**M. Adjournment**

Mayor Nash adjourned the meeting at 9:58 p.m.

Judi A. Herren, Assistant City Manager/City Clerk



**REGULAR MEETING MINUTES – DRAFT**

**Date:** 9/20/2022  
**Time:** 6:00 p.m.  
**Location:** Zoom

**Regular Session**

**A. Call To Order**

Mayor Nash called the meeting to order at 6:06 p.m.

**B. Roll Call**

Present: Combs, Mueller, Nash, Taylor, Wolosin  
Absent: None  
Staff: City Manager Justin Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Agenda Review**

The City Council pulled items G6., G8., and G9.

**D. Public Comment**

None.

**E. Presentations and Proclamations**

**E1. Certificate of Recognition: Olivia Hom, Menlo Park Sister Cities Young Artists and Authors Showcase winner (Attachment)**

Mayor Nash read the certificate of recognition (Attachment).

Olivia Hom accepted the certificate of recognition.

**F. Study Session**

**F1. Direction for city hosted events and observances including events based on holidays of religious origin (Staff Report #22-188-CC)**

Library and Community Services Director Sean Reinhart and Library and Community Services Supervisor Natalya Jones made the presentation (Attachment).

The City Council received clarification on Rotary Club hosted events, Flood Park events, and staff constraints for events.

The City Council discussed short, mid, and long term events, combining celebrations, long term efforts for community input for future events, future community survey on events, request for proposals for future holiday tree lighting, City playing a supportive role for religious events,

Halloween parade and Halloween event in Burgess Park, Menlo Park reinstating and prioritizing community events, breakfast with Santa event, utilizing the Parks and Recreation Commission (PRC) for community engagement and new events, activity shuttles, engaging the community when planning events and a budget for community outreach.

The City Council directed the City host more events, not combining events for multiple religions, less traditional celebrations, returning all events held pre-pandemic (e.g., breakfast with Santa and the 2022 Halloween parade downtown and festival at Burgess Park), leveraging existing and new partnerships, and Menlo Park's Mission Statement being the root of community events.

The City Council spoke in support of current planned events, adding more events, returning an item for community outreach budget, and the City retaining a leading roll and allowing other organizations and agencies to have a support role.

## **G. Consent Calendar**

- G1. Adopt a resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings (Staff Report #22-177-CC)
- G2. Adopt a resolution updating the City's conflict of interest code (Staff Report #22-176-CC)
- G3. Authorize the city manager to enter into an agreement with the City of Redwood City for annual maintenance of Atherton Channel (Staff Report #22-178-CC)
- G4. Award a construction contract to Blue Flame Crew West, LLC for the Bedwell Bayfront Park landfill leachate and gas collection systems improvement project (Staff Report #22-179-CC)
- G5. Waive the second reading and adopt an ordinance repealing and replacing Menlo Park Municipal Code Section 2.04.190 relating to filling City Council vacancies (Staff Report #22-180-CC)

The City Council received clarification that the outgoing City Councilmember will have a vote for the appointment to the vacancy.

- G6. Adopt a resolution establishing the process for appointment of candidates to City Council seats to fill vacancies (Staff Report #22-181-CC)

The City Council requested modifications to the questionnaire.

- G7. Adopt a resolution amending City Council Policy CC-22-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities (Staff Report #22-182-CC)
- G8. Authorize the city manager to enter into a contract with ICF Jones and Stokes Inc. to prepare an environmental impact report for the proposed master plan project at 333 Ravenswood Avenue (Parkline) for the amount of \$688,817 and future augments as may be necessary to complete the environmental review for the proposed project (Staff Report #22-183-CC)

The City Council received clarification on the input to the scoping and deadlines of the environmental impact report (EIR).



The City Council took a recess at 7:30 p.m.

The City Council reconvened at 7:34 p.m.

The City Council directed the return of the scope of the EIR before finalizing.

G9. Approve the Parks and Recreation Commission’s 2022-23 work plan (Staff Report #22-184-CC)

The City Council directed the adding community events to the PRC work plan.

**ACTION:** Motion and second (Taylor/ Wolosin), to approved the consent calendar with modifications to G6 G8 and G9, passed unanimously.

## H. Regular Business

H1. Adopt resolutions authorizing staff to submit applications to the San Mateo County Transportation Authority for Measure A & W Pedestrian and Bicycle Program (Staff Report #22-185-CC)

Assistant Public Works Director Hugh Louch introduced the item.

- Carolyn Ordonez requested clarification on one-way couplet at Sonoma Avenue and Ringwood Avenue, traffic calming on Ringwood Avenue, Flood Park pickup/drop off, number of accidents, and conflicting speed limit signs on Bay Road.
- Katie Behroozi spoke in support of Van Buren Road and Ringwood Avenue safety measures.

The City Council received clarification on stop sign options for Ringwood and Van Buren Road.

The City Council discussed grant funding for projects.

**ACTION:** Motion and second (Combs/ Taylor), to adopt resolutions authorizing staff to submit applications to the San Mateo County Transportation Authority for Measure A & W Pedestrian and Bicycle Program to support the Ringwood crossing connections project and the Middle Avenue complete streets project, passed unanimously.

## I. Informational Items

I1. City Council agenda topics: October 2022 (Staff Report #22-186-CC)

I2. Police department quarterly update – Q4 May 2022 – July 2022 (Staff Report #22-187-CC)

## J. City Manager’s Report

City Manager Justin Murphy reported out on upcoming City Council meetings October 11, 18, and 20.

## K. City Councilmember Reports

City Councilmember Mueller reported out on the Menlo Park Fire Station 6 open house on October 8 and having a future open City Council discussion on the Flood School site and Measure V.

**L. Adjournment**

Mayor Nash adjourned the meeting at 8:05 p.m.

Judi A. Herren, Assistant City Manager/City Clerk



## STAFF REPORT

### City Council

Meeting Date: 10/11/2022

Staff Report Number: 22-189-CC

Consent Calendar: **Receive and file the annual inflation protection adjustment of \$0.45 per hour for an approved local minimum wage effective January 1, 2023 of \$16.20 per hour**

### Recommendation

Receive and file the automatic annual inflation protection adjustment to the approved local minimum wage effective January 1, 2023. City Council retains the option of suspending the automatic increase by directing City staff to returns with applicable action required by Menlo Park Municipal Code (Attachment A.) The January 1, 2023 approved local minimum wage in Menlo Park will increase by \$0.45 per hour, from \$15.75 to \$16.20 per hour. The local minimum wage ordinance contains no mandate to increase wages for employees with hourly wages at or higher than the approved local minimum wage.

### Policy Issues

Menlo Park Municipal Code (MPMC) Section 5.76.030, paragraphs (b) and (c), provide an automatic annual inflation protection adjustment to the approved local minimum wage and an allowance for City Council to suspend the adjustment. The MPMC stipulates that the annual inflation adjustment is calculated using the August to August increase in consumer price index for the San Francisco Area (CPI-W, CWURS49BSA0) as reported by the Bureau of Labor Statistics.

### Background

On September 24, 2019 the City Council adopted Ordinance No. 1058, codified as Municipal Code Chapter 5.76, establishing a local minimum wage of \$15.00 for each hour worked within the geographic boundaries of the city of Menlo Park. The approved local minimum wage increased to \$15.25 January 1, 2021 and to \$15.75 with the January 1, 2022 inflation protection adjustment.

### Analysis

City Council's findings and determinations when adopting the local minimum wage ordinance included the following:

- The Bay Area in general and Menlo Park in particular are becoming increasingly expensive places to live and work.
- Payment of a minimum wage advances the interests of the City as a whole, by creating jobs that keep workers and their families out of poverty.
- A minimum wage will enable a worker to meet basic needs and avoid economic hardship.
- The local minimum wage ordinance (Ordinance No. 1058) is intended to improve the quality of services provided in the City to the public by reducing high turnover, absenteeism and instability in the workplace.

Effective January 1, 2023, the approved local minimum wage will automatically increase by the maximum allowed inflation adjustment of 3 percent or \$0.45 per hour, after rounding to the nearest multiple of five cents. The increase results in approximately \$78 per month or \$936 annually for a full-time worker currently paid at the currently approved minimum wage of \$15.75 per hour.

The local minimum wage ordinance does not mandate wage increases for employees making at or more than the approved local minimum wage. For example, an employee whose hourly wage is \$16.20 or more December 31, will see no mandated increase in their hourly wage January 1, 2023. An employee whose hourly wage is less than \$16.20 December 31, will receive an increase to \$16.20 per hour effective January 1, 2023.

City Council may direct City staff to return with a resolution to suspend the January 1 adjustment for up to one year upon adoption of the following finding: "local or other economic conditions justify temporarily suspending the inflation adjustment."

### **Impact on City Resources**

Annual notification to businesses is included in the City's fiscal year 2022-23 budget. City employed individuals are paid in accordance with the City Council adopted salary schedule but not less than the approved local minimum wage. Currently four temporary city employees earn less than \$16.20 per hour.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

A. Municipal Code Chapter 5.76 – Local Minimum Wage

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

## Chapter 5.76 LOCAL MINIMUM WAGE

Sections:

**5.76.010 Purpose.**

**5.76.020 Definitions.**

**5.76.030 Minimum wage.**

**5.76.040 Exemptions.**

**5.76.050 Waiver through collective bargaining.**

**5.76.060 Notice, posting and payroll records.**

**5.76.070 Retaliation prohibited.**

**5.76.080 Implementation.**

**5.76.090 Enforcement.**

**5.76.100 Relationship to other requirements.**

### **5.76.010 Purpose.**

This ordinance codified in this chapter shall be known as the "Minimum Wage Ordinance." (Ord. 1058 § 2 (part), 2019).

### **5.76.020 Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings set forth in this section, except where the context clearly indicates a different meaning:

(a) "City" shall mean city of Menlo Park or any agency designated by the city of Menlo Park to perform various investigative, enforcement and informal resolution functions pursuant to this chapter.

(b) "Employee" shall mean any person who:

- (1) In a calendar week performs at least two (2) hours of work for an employer as defined below;
- and

(2) Qualifies as an employee entitled to payment of a minimum wage from any employer under the California minimum wage law, as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission.

(c) "Employer" shall mean any person, including corporate officers or executives, as defined in Section 18 of the California Labor Code, who directly or indirectly through any other person, including through the services of a temporary employment agency, staffing agency, or similar entity, employs or exercises control over the wages, hours, or working conditions of any employee and who is either subject to the city's business license requirements, conducts business in Menlo Park or maintains a business facility in the city.

(d) "Minimum wage" shall have the meaning set forth in Section 5.76.030. (Ord. 1058 § 2 (part), 2019).

### **5.76.030 Minimum wage.**

(a) Employers shall pay employees no less than the minimum wage set forth in this section for each hour worked within the geographic boundaries of the city of Menlo Park.

(b) Effective January 1, 2020, the minimum wage shall be an hourly rate of fifteen dollars (\$15.00). To prevent inflation from eroding its value, beginning on January 1, 2021, and each first day of January thereafter, the minimum wage shall increase by an amount corresponding to the increase, if any, in the cost of living, not to exceed three percent (3%). The prior year's increase in the cost of living shall be measured by the percentage increase, if any, as of August of the immediately preceding year of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for San Francisco – Oakland – Hayward, or its successor index, as published by the U.S. Department of Labor or its successor agency, with the amount of the minimum wage increase rounded to the nearest multiple of five cents (\$0.05). If there is no net increase in the cost of living, the minimum wage shall remain unchanged for that year. The adjusted minimum wage shall be announced by the first day of October of each year, or as soon as practicable thereafter if the Consumer Price Index for August has not yet been published, and shall become effective as the new minimum wage on the first day of January of each year.

(c) The city council may, by resolution and upon a majority vote of the city council, temporarily suspend the inflation adjustment in the upcoming calendar year for a period of no more than one (1) calendar year. At the end of the suspension period, the minimum wage shall be automatically adjusted by the change in Consumer Price Index in accordance with subsection (b) of this section and without further notice or action by the city council.

In a resolution granting a temporary suspension of the annual inflation adjustment, the city council shall make the following finding: local or other economic conditions justify temporarily suspending the inflation adjustment.

Nothing herein shall prohibit the city council from adopting consecutive temporary suspension periods, as provided herein.

(d) A violation for unlawfully failing to pay the minimum wage shall be deemed to continue from the date immediately following the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full. (Ord. 1058 § 2 (part), 2019).

#### **5.76.040 Exemptions.**

(a) State, federal and county agencies, including school districts, shall not be required to pay minimum wage when the work performed is related to their governmental function. However, for work that is not related to their governmental function, including, but not limited to: booster or gift shops, non-K-12 cafeterias, on-site concessions and similar operations, minimum wage shall be required to be paid. Minimum wage shall also be required to be paid by lessees or renters of facilities or space from an exempt organization.

(b) Any organization claiming "auxiliary organization" status under California Education Code Section 89901 or Section 72670(c) shall not be required to pay minimum wage. The organization, upon request of the city, shall provide documentary proof of its auxiliary organization status.

(c) Any learner who has no previous or related experience in the occupation for which they are hired as identified in California Labor Code Section 1192. This exemption shall only apply to the first one hundred sixty (160) hours of employment as specified in California Labor Code Section 1192. (Ord. 1058 § 2 (part), 2019).

#### **5.76.050 Waiver through collective bargaining.**

To the extent required by federal law, all or any portion of the applicable requirements of this chapter may be waived in a bona fide collective bargaining agreement; provided, that such waiver is explicitly set forth in such agreement in clear and unambiguous terms. (Ord. 1058 § 2 (part), 2019).

#### **5.76.060 Notice, posting and payroll records.**

(a) By the first day of December of each year, the city shall publish and make available to employers a bulletin announcing the adjusted minimum wage rate for the upcoming year, which shall take effect on the first day of January of each year. In conjunction with this bulletin, the city shall, by the first day of December of each year, publish and make available to employers a notice suitable for posting by employers in the workplace informing employees of the current minimum wage rate and of their rights under this chapter. Such notice shall be in English and other languages as provided in any regulations promulgated under Section 5.76.080(a).



(b) Every employer shall post in a conspicuous place at any workplace or job site where any employee works the notice published each year by the city informing employees of the current minimum wage rate and of their rights under this chapter. Every employer shall post such notices in any language spoken by at least five percent (5%) of the employees at the workplace or job site. Every employer shall also provide each employee at the time of hire with the employer's name, address and telephone number in writing.

(c) Employers shall retain payroll records pertaining to employees for a period of four (4) years, and shall allow the city access to such records, with appropriate notice and at a mutually agreeable time, to monitor compliance with the requirements of this chapter. Where an employer does not maintain or retain adequate records documenting wages paid or does not allow the city reasonable access to such records, the employee's account of how much he or she was paid shall be presumed to be accurate, absent clear and convincing evidence otherwise. (Ord. 1058 § 2 (part), 2019).

### **5.76.070 Retaliation prohibited.**

(a) It shall be unlawful for an employer or any other party to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this chapter. Rights protected under this chapter include, but are not limited to: the right to file a complaint or inform any person about any party's alleged noncompliance with this chapter; and the right to inform any person of his or her potential rights under this chapter and to assist him or her in asserting such rights. Protections of this chapter shall apply to any person who mistakenly, but in good faith, alleges noncompliance with this chapter.

(b) Taking adverse action against a person within ninety (90) days of the person's exercise of rights protected under this chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights. (Ord. 1058 § 2 (part), 2019).

### **5.76.080 Implementation.**

(a) Guidelines. The city manager or designee shall be authorized to coordinate implementation and enforcement of this chapter and may promulgate appropriate guidelines or rules for such purposes. Any guidelines or rules promulgated by the city shall have the force and effect of law and may be relied on by employers, employees and other parties to determine their rights and responsibilities under this chapter. Any guidelines or rules may establish procedures for ensuring fair, efficient and cost effective implementation of this chapter, including supplementary procedures for helping to inform employees of their rights under this chapter, for monitoring employer compliance with this chapter and for providing administrative hearings to determine whether an employer or other person has violated the requirements of this chapter.

(b) Reporting Violations. An employee or any other person may report to the city in writing any suspected violation of this chapter. The city shall encourage reporting pursuant to this subsection by

keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the employee or person reporting the violation; provided, however, that with the authorization of such person, the city may disclose his or her name and identifying information as necessary to enforce this chapter or other employee protection laws. In order to further encourage reporting by employees, if the city notifies an employer that the city is investigating a complaint, the city shall require the employer to post or otherwise notify its employees that the city is conducting an investigation, using a form provided by the city.

(c) Investigation. The city or its designated agent shall be responsible for investigating any possible violations of this chapter by an employer or other person. The city or its designated agent shall have the authority to inspect workplaces, interview persons and request the city attorney to subpoena books, papers, records or other items relevant to the enforcement of this chapter.

(d) Informal Resolution. The city shall make every effort to resolve complaints informally, in a timely manner. (Ord. 1058 § 2 (part), 2019).

### **5.76.090 Enforcement.**

(a) Where prompt compliance is not forthcoming, the city shall take any appropriate enforcement action to secure compliance. In addition to all other civil remedies, the city may enforce this chapter pursuant to Title 1. To secure compliance, the city may use the following enforcement measures:

- (1) The city may issue an administrative citation with a daily fine for each day or portion thereof and for each employee or person as to whom the violation occurred or continued.
- (2) The city may issue an administrative compliance order.
- (3) The city may initiate a civil action for injunctive relief and damages and civil penalties in a court of competent jurisdiction.

(b) Any person aggrieved by a violation of this chapter, any entity a member of which is aggrieved by a violation of this chapter or any other person or entity acting on behalf of the public as provided for under applicable state law may bring a civil action in a court of competent jurisdiction against the employer or other person violating this chapter and, upon prevailing, shall be awarded reasonable attorneys' fees and costs and shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, the payment of any back wages unlawfully withheld, the payment of an additional sum as a civil penalty in the amount of fifty dollars (\$50.00) to each employee or person whose rights under this chapter were violated for each day that the violation occurred or continued, reinstatement in employment and/or injunctive relief; provided, however, that any person or entity enforcing this chapter on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive or restitutionary relief to employees, and reasonable attorneys' fees and costs.

- (c) This section shall not be construed to limit an employee's right to bring legal action for a violation of any other laws concerning wages, hours or other standards or rights, nor shall exhaustion of remedies under this chapter be a prerequisite to the assertion of any right.
- (d) Except where prohibited by state or federal law, city agencies or departments may revoke or suspend any registration certificates, permits or licenses held or requested by the employer until such time as the violation is remedied.
- (e) Relief. The remedies for violation of this chapter include, but are not limited to:
- (1) Reinstatement, and the payment of back wages unlawfully withheld, and the payment of an additional sum as a civil penalty in the amount of fifty dollars (\$50.00) to each employee or person whose rights under this chapter were violated for each day or portion thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this code or state law.
  - (2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full.
  - (3) Reimbursement of the city's administrative costs of enforcement and reasonable attorney's fees.
- (f) Posted Notice. If a repeated violation of this chapter has been finally determined, the city may require the employer to post public notice of the employer's failure to comply in a form determined by the city. (Ord. 1058 § 2 (part), 2019).

### **5.76.100 Relationship to other requirements.**

This chapter provides for payment of a local minimum wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits, or that extends other protections. (Ord. 1058 § 2 (part), 2019).



**STAFF REPORT**

**City Council**

**Meeting Date:** 10/10/2022

**Staff Report Number:** 22-196-CC

**Consent Calendar:** **Adopt a resolution to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings**

**Recommendation**

Staff recommends that the City Council adopt a resolution (Attachment A) to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public and to authorize the use of hybrid meetings.

**Policy Issues**

Assembly Bill 361 (AB 361) was signed into law September 16, 2021 allowing cities to continue holding virtual meetings during any emergency proclaimed by the governor. AB 361 sunsets January 1, 2024. The City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely or in a hybrid format whereby City Councilmembers, appointed officials, staff and the public may participate in person or remotely, in order to ensure the health and safety of the public.

**Background**

The California Legislature approved AB 361, which was signed by the governor September 16, 2021 for signature. The bill allows local legislative bodies to continue to meet remotely through January 1, 2024. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency
- State or local health officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The City is still under a local state of emergency
- County Health urges that all individuals in public spaces maintain social distancing and wear masks

A hybrid meeting allows members of City Council and advisory bodies, staff, and members of the public to participate in meetings either virtually and in-person.

In March 2020, due to the COVID-19 pandemic, all advisory body meetings were canceled until June 2020. Since that time, all advisory body meetings have been conducted virtually, whereas the City Council initiated hybrid meetings in November 2021. On August 23, the City Council requested that staff begin the

process of bringing advisory body meetings to a hybrid platform. Staff has connected with advisory body members to ensure that current meeting start times and days will work for in-person and hybrid meetings and gauge in-person participation. Staff has also identified technological and logistical needs to conduct advisory body meetings on a hybrid platform. Table 1 shows the tentative hybrid schedule:

Table 1: Advisory body tentative hybrid meeting schedule			
Body	Location	Date	Time
Complete Streets Commission	City Council Chambers	Wednesday, November 9, 2022	6:30 p.m.
Environmental Quality Commission	Downtown Conference Room (City Hall)	Wednesday, November 16, 2022	6 p.m.
Finance and Audit Committee	Downtown Conference Room (City Hall)	Wednesday, October 19, 2022	5:30 p.m.
Housing Commission	Cypress Room (Arrillaga Family Recreation Center)	Wednesday, November 2, 2022	6:30 p.m.
Library Commission	Senior Annex (Menlo Park Library)	Monday, January 16, 2023	6:30 p.m.
Parks and Recreation Commission	Cypress Room (Arrillaga Family Recreation Center)	Wednesday, January 25, 2023	6:30 p.m.
Planning Commission	City Council Chambers	Monday, November 7, 2022	7 p.m.

**Analysis**

The City is still under a local state of emergency and the emergency findings required under AB 361 are still in effect. San Mateo County is still in the Low COVID-19 Community Level category and the Centers for Disease Control and Prevention (CDC) recommends that people may choose to mask at any time and people with symptoms, a positive test, or exposure to someone with COVID-19 should wear a mask. The resolution authorizes the use of hybrid meetings, whereby City Councilmembers, participants, and staff may choose to attend either remotely or in person due to health and safety concerns and needs. The City Council finds that reducing the number of persons present in City Council chambers may continue to reduce imminent health risks associated with large groups and/or members of varying households gathering indoors.

**Impact on City Resources**

Additional technologies will need to be purchased and implemented in the Main Library (Senior Annex), Cypress Room (Arrillaga Recreation Center), and the Downtown Conference Room (City Hall) in order to hold hybrid meetings. There will also be the need to train staff and advisory body members on the new technology.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

A. Resolution

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54952(b) AUTHORIZING TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361 (GOVERNMENT CODE SECTION 54953(e)) TO CONTINUE TO ALLOW MEMBERS OF THE PUBLIC TO SAFELY PARTICIPATE IN LOCAL GOVERNMENT MEETINGS**

WHEREAS, the City Council is committed to ensuring public access to observe and participate in local government meetings; and

WHEREAS, all meetings of the City Council and other legislative bodies created pursuant to Government Code Section 54952(b) are open and public, as required by the Ralph M. Brown Act, so that any member of the public may participate in local government meetings; and

WHEREAS, the AB 361, codified at Government Code section 54953(e), makes provisions for remote teleconferencing participation in local government meetings, without compliance with the requirements of 54953(b)(3), during a Governor-proclaimed state of emergency and if the local legislative body determines, by majority vote, that as a result of the emergency, meeting solely in person would present imminent risks to the health or safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency due to the outbreak of respiratory illness due to a novel coronavirus (now known as COVID-19) and that State of Emergency is still in effect in the State of California; and

WHEREAS, on March 11, 2020 the City Council proclaimed the existence of a local state of emergency within the City, pursuant to Section 8625 of the California Emergency Services Act in response to the COVID-19 pandemic; and

WHEREAS, COVID-19 continues to threaten the health and lives of City residents; and

WHEREAS, the SARS-CoV-2 Delta and Omicron Variants are highly transmissible in indoor settings; and

WHEREAS, the Omicron subvariants of the SARS-CoV-2 virus is overtaking other variants in San Mateo County; and

WHEREAS, according to data from the County's Health Administrator and County website, the County is averaging approximately 10 new cases per 100,000 of COVID-19 per day; and

WHEREAS, although the City has returned to in-person meetings, due to the prevalence of BA strains of the SARS-CoV-2 virus overtaking other variants in San Mateo County, the City Council finds that reducing the number of persons present in City Council chambers is necessary to reduce imminent health risks associated with large groups and/or members of varying households gathering indoors; and

WHEREAS, the State of California and the City of Menlo Park continue to follow safety measures in response to COVID-19 as ordered or recommended by the Centers for Disease Control and Prevention (CDC), California Department of Public Health (DPH), and/or County of



San Mateo, as applicable, including facial coverings when required; and based upon that guidance, in-person attendance indoors at public meetings continues to present a health risk for certain segments of the population, necessitating the need to reduce the number of in-person meeting attendees; and

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as “Legislative Bodies”), finds that the current conditions meet the circumstances set forth in Government Code section 54953(e)(3) to allow Legislative Bodies to continue to use teleconferencing to hold open and public meetings if the Legislative Bodies comply with the requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby:

1. Find that current conditions authorize teleconference public meetings of Legislative Bodies. Based on the California Governor’s continued declaration of a State of Emergency and current conditions, the City Council finds that meeting in person, without the option for certain populations and persons to participate remotely, would present imminent risks to the health or safety of attendees. The City Council does therefore find that Legislative Bodies and members of Legislative Bodies of the City may elect to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.
2. Authorize Legislative Bodies to conduct teleconference meetings. The Legislative Bodies are hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.
3. Authorize Legislative Bodies to conduct hybrid meetings. The Legislative Bodies are hereby further authorized to conduct meetings in a “hybrid” format, where both members of the Body may elect to be present in person, utilizing appropriate distancing and masking practices, or participate by teleconferencing technology. Such meetings of the Legislative Bodies that occur using teleconferencing technology will provide an opportunity for any and all members of the public who wish to address Legislative Bodies and will otherwise occur in a manner that protects the statutory and constitutional rights of parties and the members of the public attending the meeting via teleconferencing.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the eleventh day of October, 2022, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of October, 2022.

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Judi A. Herren, City Clerk



## STAFF REPORT

### City Council

**Meeting Date:** 10/11/2022

**Staff Report Number:** 22-194-CC

**Consent Calendar:** Authorize the Mayor to submit a letter in support of efforts to mitigate community impacts associated with Stanford University's development

### Recommendation

Staff recommends that the City Council authorize the Mayor to submit a letter (Attachment A) to the Santa Clara County Board of Supervisors in support of efforts to mitigate community impacts associated with Stanford University's development.

### Policy Issues

The City has been involved in the public process for the 2019 general use permit (GUP) and while Stanford may have withdrawn its application for a new GUP, the City remains very concerned about the impact of some of their development, both today and in the future.

### Background

Stanford University is a private university located on the San Francisco Peninsula. Stanford owns approximately 8,180 acres of land spanning across six governmental jurisdictions. These jurisdictions include: unincorporated areas of Santa Clara County and San Mateo County, the cities of Palo Alto, Menlo Park, and the towns of Portola Valley and Woodside. In 2000, the Santa Clara County board of supervisors adopted the Stanford University Community Plan and the 2000 general use permit for development primarily related to the core academic campus. In November 2016, Stanford submitted an application to Santa Clara County to update its current 2000 general use permit.

Background information summarizing the initial steps in the City's review of the GUP application is included in the November 13, 2018 City Council staff report (Attachment B.) At the October 15, 2019 City Council meeting, the City Council authorized the submittal of a letter to the Santa Clara County Board of Supervisors on the Stanford University 2018 general use permit application (Attachment C.)

### Analysis

The Santa Clara County Board of Supervisors had a study session September 27 and another is scheduled for October 18. Cognizant of recent letters from the Town of Atherton, City of Los Altos, City of Palo Alto, City of Redwood City, City of Mountain View, and the County of San Mateo, the City Council has an opportunity to direct, and if necessary discuss, the submittal of a letter to Santa Clara County (Attachment D.) More information about the Stanford Community Plan Update is available on the project page (Attachment E.)

### **Impact on City Resources**

There is no impact to City resources.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Draft letter to Santa Clara County board of supervisors
- B. City Council staff report, dated November 13, 2018
- C. City Council staff report, dated October 15, 2019
- D. Letters
- E. Hyperlink – Stanford Community Plan Update hyperlink: [stanfordcommunityplanupdate.org/](https://stanfordcommunityplanupdate.org/)

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk



October 11, 2022

Santa Clara County Board of Supervisors  
County Government Center  
70 West Hedding Street  
San Jose, CA 95110

**RE: Stanford Community Plan Update**

Dear Supervisors,

I am writing on behalf on the entire Menlo Park City Council. Thank you for the opportunity to comment. Our jurisdiction was very involved in the public process for the 2019 General Use Permit (GUP).

While Stanford University may have withdrawn its application for a new GUP, we remain very concerned about the impact of their development on our community both today and in the future.

It's important that the Community Plan be rigorously updated after more than 20 years on the shelf. This needs to be done prior to there being a new use permit under review.

We think the staff recommendations are consistent with where the 2019 process left off and support the staff recommendations.

We have specific concerns about accommodating requests to water down the policies in the Community Plan by doing things like:

- removing the trip-based standards from the circulation chapter, including peak period and reverse commute trips
- allowing for use of an in lieu fee for affordable housing units when we know those fees never stretch far enough to actually result in the number of units we need,
- allowing for housing built under the current GUP to be credited to a future GUP, and
- allowing for credit for housing that occurs off campus

Our concerns are born out of our experience from being a neighbor.

Thank you for hearing our concerns and please support the staff recommendations.

Sincerely,

Betsy Nash  
Mayor



## STAFF REPORT

**City Council**  
**Meeting Date:** 11/13/2018  
**Staff Report Number:** 18-210-CC

**Informational Item:** Update on the Stanford University 2018 general use permit project

### Recommendation

This is an informational item and does not require City Council action.

### Policy Issues

The City's interest in monitoring the Stanford general use permit (GUP) is consistent with prior actions taken by the City Council on proposed projects located in neighboring jurisdictions that could induce environmental impact to the City of Menlo Park. Specifically, the City Council's 2018 work plan identifies this project.

This action is also consistent with policies and programs (e.g., LU-1.5, CIRC-1.B, CIRC-2.15) stated in the 2016 City general plan land use and circulation elements. These policies and programs seek to ensure Menlo Park goals and objectives are met for development within its sphere of influence and to collaborate with neighboring jurisdictions to develop, fund, and implement local and regional transportation planning/engineering efforts.

### Background

Stanford University is a private university located on the San Francisco Peninsula. Stanford owns approximately 8,180 acres of land spanning across six governmental jurisdictions. These jurisdictions include: unincorporated areas of Santa Clara County and San Mateo County, the cities of Palo Alto, Menlo Park, and the towns of Portola Valley and Woodside.

In 2000, the Santa Clara County board of supervisors adopted the Stanford University Community Plan and the 2000 general use permit. Both documents helped guided Stanford's current growth and development within the unincorporated area of Santa Clara County. The unincorporated area is generally bounded by Sand Hill Road and Quarry Road to the north, El Camino Real to the east, Stanford Avenue and Page Mill Road to the south, and Arastradero Road and Alpine Road to the west.

The unincorporated Santa Clara County area is divided into two concentrated areas. Stanford's core campus area, which includes academic and housing facilities, is located north of Junipero Serra Boulevard, representing Stanford's Academic Growth Boundary. The other area covers vast undeveloped lands south of Junipero Serra Boulevard.

According to the draft environmental impact report (DEIR) project description, Stanford has



developed approximately 9.6 million square feet of net new academic and academic support land uses, 11,293 student housing beds, and 937 faculty/staff housing units on the campus as of fall 2015. Under the 2000 general use permit, as amended currently, Stanford was allowed construction of 2.035 million square feet; 4,468 housing units/beds and ancillary uses.

In November 2016, Stanford submitted an application to Santa Clara County to update its current 2000 general use permit. The proposed 2018 general use permit includes 2.275 million square feet of net new academic support land uses, 2,600 student beds, and 550 faculty/staff housing units beyond the current 2000 general use permit allowances. Santa Clara County is the Lead Agency. Ultimately, Stanford seeks the following approvals from the County:

- Certification of the 2018 general use permit environmental impact report (EIR)
- Adoption of a new 2018 general use permit
- Approval of amendments to the Stanford community plan
- Approval of amendments to the County zoning map

On January 3, 2017, Santa Clara County issued a notice of preparation of the project’s EIR. The Notice describes the project background, proposed project scope, and a range of environmental topic areas to be evaluated, including project alternatives. On February 28, 2017, Stanford presented an update to the City Council. The City submitted a comment letter on the Notice, as approved March 6, 2017, by the City Council.

On October 6, 2017, Santa Clara County released the DEIR for the project with a 60-day public review period ending December 4, 2017. On November 29, 2017, the City Council approved submitting a comment letter. However, on November 30, 2017, the County authorized a 60-day extension of the public review period to February 2, 2018. The City Council authorized submittal of a revised letter January 23, 2018 (Attachment A.)

On June 12, 2018, Santa Clara County released a revised alternatives chapter of the DEIR for recirculation with a 45-day public review period ending July 26, 2018. The DEIR represented a program-level evaluation of the proposed project. A program-level EIR provides the initial framework for review of discrete, future projects. It establishes a maximum development allowance for Stanford University and provides a framework for where anticipated development would occur (by districts.) The recirculated alternatives chapter outlines two potential alternatives that would increase the amount of housing to support the proposed University expansion, as summarized in the table below.

Table 1: Summary			
Alternative	DEIR project description	Recirculated Alternative A	Recirculated Alternative B
Academic and support uses	2.275 million sf	No change	No change
Housing units (beds/units)	3,150 units	5,699 units (+2,549 units) <sup>1</sup>	4,425 units (+1,275 units) <sup>2</sup>

<sup>1</sup> Alternative A would accommodate all of the anticipated off-campus housing demand generated by the proposed 2018 GUP.

<sup>2</sup> Alternative B would accommodate half of the anticipated off-campus housing demand generated by the proposed 2018 GUP.

Since the City Council did not convene a meeting in July, staff worked with the City Council's Stanford General Use Permit Subcommittee of Mayor Ohtaki and City Councilmember Keith to review and finalize a letter for submittal within the required response period. Staff prepared an Information Item for the August 6 City Council meeting with the comment letter as submitted (Attachment B.)

### **Analysis**

Stanford has since modified the requested entitlements to include a development agreement, which provides greater flexibility to pursue negotiated community benefits. Santa Clara County established a two-member ad hoc negotiating committee comprised of Supervisors Chavez and Simitian. The following is a summary of the remaining steps in the GUP process and tentative timelines as proposed by Santa Clara County:

- November 29, 2018: community meeting at 6:30 p.m. in the Palo Alto City Council Chambers to receive feedback on the development agreement process (outreach efforts to continue through the end of February 2019)
- December 2018: Release of the final EIR (FEIR)
- March through April 2019: Planning Commission hearings on entire GUP package (development agreement, conditions of approval, FEIR)
- May through June 2019: Board of Supervisor hearings on entire GUP package (DA, conditions of approval, FEIR)

Staff intends to work with the City Council's Stanford General Use Permit Subcommittee and return to the full City Council as needed. In addition, staff has begun discussions with other San Mateo County jurisdictions located within the 6-mile radius of Stanford's core academic campus (Attachment C) to determine whether there are potential community benefits of mutual interest. The primary focus would likely be related to topics of transportation, housing, school, and fiscal impacts and opportunities for open space preservation and flood protection.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Final February 1, 2018 comment letter on the DEIR
- B. Final July 25, 2018, comment letter on recirculated alternatives chapter of the DEIR
- C. Mile of 6-mile radius from Stanford's core academic campus

Report prepared by:  
Justin Murphy, Public Works Director



February 1, 2018

Mr. David Rader  
County of Santa Clara  
Department of Planning and Development  
County Government Center  
70 West Hedding St.  
San Jose, CA 95110

**RE: Stanford University "2018 General Use Permit", Draft EIR Comments**

Dear Mr. Rader,

Please find attached the City of Menlo Park's comments on the Draft Environmental Impact Report (DEIR) for the Stanford University "2018 General Use Permit" (GUP) Project (File #: 7165-16P-16GP-16Z-16EIR).

The attached comments highlight several significant deficiencies in the Draft EIR that must be addressed in a recirculated Draft EIR with sufficient mitigation measures to mitigate any impacts identified prior to the County considering the 2018 GUP for approvals. The City appreciates the opportunity to comment on the proposed project. Please contact Assistant Public Works Director, Nikki Nagaya at 650-330-6770 or [nhnagaya@menlopark.org](mailto:nhnagaya@menlopark.org) with any questions.

Sincerely,

Peter Ohtaki  
Mayor

Enclosure

### **Project Description Concerns and Questions**

1. Stanford is seeking “flexibility with accountability.” The application and DEIR indicate that the total amount of academic square footage may take many forms, from classroom buildings to art galleries to energy facilities. Similarly, the anticipated housing units/beds will include a range of products from undergraduate dormitories to single-family homes for faculty. These different uses will have disparate impacts. Without specificity as to the amount, location and intensity of the various uses, there are no assurances that the impacts have been adequately assessed in the DEIR. Further, there is no mention in the DEIR that further study will be conducted to determine whether what does eventually get built is within the parameters of the DEIR or creates additional impacts that require additional mitigation. This seems critically important for a document that is anticipated to govern development for the next approximately 17 years in an area that is seeing rapid transition in local and regional conditions and circumstances. The City requests that clear accounting of the proposed uses and location of such uses be documented, and no changes to the provided allotments of developable area be allowed without a full assessment of any further environmental impacts. Further, as evidenced by the Center for Academic Medicine project application, any transfer of development request needs to include explicit consultation with and notice to the City of Menlo Park, particularly in the area of traffic concerns. The City has included recommended revisions to Condition of Approval G11 from the 2000 GUP, which are outlined below in comment 6.
2. The 2018 GUP should preserve the Academic Growth Boundary and the extra increment of foothill protections (i.e., the 4/5ths vote for development west of Junipero Serra Boulevard) in order to ensure ongoing open space and conservation efforts are recognized as a serious concern. The City requests the Academic Growth Boundary be preserved for at least the next 50 years.
3. The maximum build out of the Stanford campus should be identified, defined and evaluated in the 2018 GUP and DEIR. Such definition was required during the 2000 GUP development, as a condition of approval, but has not yet be identified or imposed here. This is important to provide the community and neighboring jurisdictions a clear picture of when growth limits would be reached; further, the current process provides no assurances to the maximum extent of growth and development on the campus.
4. Stanford will be increasing the population of students, faculty, staff and other workers from 41,217 in 2018 to 50,827 by 2035. However, it is not clear that these numbers reflect the full picture and include families of students and faculty, deliveries, consultants, contractors and various visitors who travel to and from Stanford. The assumptions should be clearly outlined in the DEIR.
5. The 2018 GUP and DEIR should evaluate changes in the Project Description, or as mitigation

measures to:

- a. Prohibit an increase in net new parking spaces
  - b. Provide a direct roadway connection from Campus Drive West to I-280 between Page Mill Road and Alpine Road without a connection at Junipero Serra Boulevard. Also force traffic to use Page Mill Road over Alpine Road since there are limited residences along Page Mill frontage
  - c. Add locations for traffic monitoring at gateways to Stanford Land beyond the cordon locations that are specific to unincorporated Santa Clara County to account for development in the Quarry, Lathrop and San Juan districts (see comment 7.k.ii. below)
  - d. Require trip credits to have some spatial or geographic relevance based on Gateways and cordon limits around the Stanford campus
6. In the 2000 GUP conditions of approval, condition G11 required project-specific traffic studies for certain projects. Subsequent to adoption of the 2000 GUP and conditions, the County prepared *Scoping of Project-Specific Transportation Studies under Stanford GUP Condition of Approval G11* (dated January 16, 2002). These documents do not directly address the need for a project-specific traffic study for relocation of planned development levels across Campus district boundaries, and the City requests this document be modified, if to be carried over for use subsequent to the 2018 GUP. Further, the City requests that a project-specific traffic study be completed for all projects that generate over 50 peak hour trips to ensure transparency and consistency across future proposals. The City has documented suggested revisions, as included in Attachment A. Further, the City requests that the Board of Supervisors must consider any request to relocate development to a different district, and approval be required to reach a 4/5 vote in favor, including the Supervisor from the District.

## Transportation

7. The transportation analysis shows several deficiencies with respect to<sup>1</sup>:
- a. Existing congested conditions are not reflected in the intersection analysis.

The existing conditions analysis does not reflect congested conditions on the Bayfront Expressway, Willow Road, University Avenue, El Camino Real, and Sand Hill Road corridors as of the time the existing counts were taken in 2016. The reported results at the following locations do not reflect field observed conditions:

- i. Bayfront Expressway/University Avenue
- ii. Bayfront Expressway/Willow Road
- iii. Willow Road intersections

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<sup>1</sup> All page number references within this comment point to the Transportation Impact Analysis, Part 2 in Appendix TIA of the Draft EIR. Similar comments apply to the same content shown in the Draft EIR.

iv. Sand Hill Road/Santa Cruz Avenue-Alpine Road

The existing congested conditions on the corridors and intersections listed above are not taken into account by isolated intersection analysis. As summarized in the City of Menlo Park’s General Plan (ConnectMenlo) Draft Environmental Impact Report published in 2016, isolated intersection analysis does not account for the queue spillback between intersections on the approaches to the Dumbarton Bridge, including those on Bayfront Expressway, Willow Road, and University Avenue. The TRAFFIX 8.0 software that was used for the analysis is not sufficient to reflect the existing or future (2018 or 2035) congestion levels. The TIA (Section 4.8, page 94-95) describes the observed queues and congested conditions on El Camino Real and Sand Hill Road, but does not use this information to validate the calculated existing levels of service (Figure 4-2 on page 54 and Table 4-1 on pages 55-60) on the corridors. Field observed conditions are not described on Willow Road and the Dumbarton Bridge approaches. These level of service calculations need to be updated in order to present an accurate existing scenario to assess impacts of the 2018 GUP. Otherwise, potential impacts are underestimated. The Draft EIR should be updated and recirculated with corrected information that mitigates all additional impacts.

b. Existing congested conditions are not reflected in the freeway and ramp analysis.

Similarly, the freeway ramp analysis at the US 101/Willow Road interchange and the I-280/Sand Hill Road interchange do not reflect existing congested conditions, and therefore the volume-to-capacity analysis conducted does not take into account the unserved peak period demand and queue spillback. Analysis based on these existing results therefore underestimates potential impacts of the 2018 GUP. The analysis must be updated and the Draft EIR recirculated with the corrected information, including appropriate mitigation for all additional impacts.

c. The No Net New Commute Trips mitigation program does not fully mitigate transportation impacts and must be modified.

The 2018 GUP application materials and Draft EIR describe Stanford’s continued participation in the No Net New Commute Trips mitigation program. The program limits peak hour, peak direction vehicular trips associated with Stanford University. However, this program is fundamentally flawed and does not fully mitigate transportation impacts for several reasons:

- i. Congested conditions in the region are no longer limited to a single morning and evening peak hour. The monitoring program should be expanded to capture the hours of congestion across the peak periods, at a minimum from 7:00 – 9:00am and 4:00 – 7:00pm, since the program encourages peak spreading to shoulder and off-peak hours. Daily trip limits should also be considered to reduce potential air quality and greenhouse



gas impacts.

- ii. While traffic flows still see some directionality, reverse peak direction patterns are increasing and even reverse direction trips in the peak hours can contribute to congestion.

The proposed 2018 GUP is estimated to add 428 AM and 600 PM peak hour trips in the reverse commute direction. This represents a significant proportion of the proposed growth in traffic, representing 36% of morning and 44% of evening peak hour traffic. The proposed analysis does not isolate the potential impacts of these trips, and they are not mitigated by the No Net New Commute Trips mitigation program, which only limits the peak direction trips. Therefore all reverse peak trips are added to the roadway network, with undetermined impacts, and are not currently mitigated.

The City requests that an analysis of the reverse direction trips be conducted and appropriate mitigation measures be identified. The mitigation program should could be expanded to limit any new impacts from reverse commute trips by including them in the No Net New Trips program, and no growth in such trips should be allowed over existing conditions. This analysis should be prepared and the DEIR recirculated with this significant new information.

- iii. Monitoring of the program is infrequent and does not assure neighboring jurisdictions that the program achieves its goals on a typical basis. Monitoring occurs twice per year, and while conducted in typical traffic conditions, this limited frequency allows the potential for ongoing violations. The City requests the County modify the monitoring program to provide consistent, daily monitoring. Such monitoring and enforcement is conducted by the City for the Facebook Campus site in Menlo Park, and provides assurances that the trip limits are met on a daily basis throughout the year. This increased frequency is enabled more readily, since under the current proposal, Stanford and the County propose to use automated technology to conduct the counts in the future. The City requests that no new development be allowed beyond the 2000 GUP until such automated equipment and increased monitoring is in place.
- iv. The use of “cordon credits” and a campus-wide monitoring methodology allow Stanford to offset peak hour, peak direction vehicle trips occurring anywhere in the cordon area at the expense of other potentially affected roadways. In particular, the Sand Hill Road and El Camino Real (north of Stanford) corridors have not seen investment in infrastructure or program support to reduce vehicle traffic levels approaching the University from these directions, and traffic congestion has increased since the 2001 GUP analysis. In addition, the 2014 Annual Traffic Monitoring Report claimed 402 trip credits for bus trips across the cordon points and the number of transit passengers served outside the cordon area in

the evening peak hour, but no data is provided about how the individual cordon locations have increased or decreased over time. The City’s own traffic counts on Sand Hill Road (near the City of Menlo Park and Palo Alto border) show an increase in average daily traffic volumes from 30,550 vehicles to 33,900 vehicles per day between 1998 and 2017. The DEIR also does not disclose Marguerite transit ridership by route and stop to demonstrate which corridors are achieving trip credits per the allowance of “cordon credits”. The City requests the historic raw cordon count data and Marguerite ridership data be included in a revised and recirculated DEIR. The City requests that the cordon trip limits be established by sub-area or district to ensure that the levels of traffic in any one corridor are not adversely affected at the expense of others.

- v. Chapter 8 of the TIA details the tiered mitigation program steps if Stanford does not achieve the No Net New Commute Trips goal. However, as described in Section 8.1.1.3 through 8.1.1.5, Stanford would fund infrastructure changes and programs to reduce vehicle trips in the vicinity of the campus if the No Net New Commute Trip goal is not successful. This shifts the burden of mitigation to neighboring cities, when the mitigation is necessitated by Stanford’s non-compliance with the mitigation measure. Stanford should instead assume responsibility, in collaboration with neighboring agencies to design and construct physical infrastructure and provide resources to help implement necessary programs to reduce trips as identified in these sections. The City requests that a contribution towards the Middle Avenue Pedestrian/Bicycle Crossing, Dumbarton Rail Corridor, and Sand Hill Road-Santa Cruz Avenue-Alameda de las Pulgas-Alpine Road corridor improvements be prioritized for mitigation. The City also requests that penalties be assessed if the trip reduction goals are not met.
- vi. Section 8.1.1.5 of Chapter 8 of the TIA further outlines the payment methodology to determine Stanford’s fair share of the intersection improvements on a per trip basis. This section outlines that the proposed payments would be on an annual basis, and since the 2018 GUP is projected to carry development through 2035 (17 years), the total contribution towards all intersection improvements would be divided by 17. This proposed methodology does not mitigate Stanford’s contribution towards impacts in the City, and other neighboring agencies, as sufficient funds would not accrue to cover the construction cost of the necessary mitigation – which since a Project level impact (see comment 7.g. below) – is necessary to reduce the Project’s impact to a less-than-significant level. The proposed methods also do not account for escalation in construction costs over the life of the proposed 2018 GUP.
- d. All relevant near term projects should be included in the analysis. According to Table 2 in Appendix CON, the Stanford Shopping Center Expansion and Stanford Redwood City campus are not currently included as near-term projects, and should be included in the DEIR’s evaluation. Notably, the traffic analysis should be revised to include these projects, as traffic from the Shopping Center directly overlaps with the traffic accessing the University



from El Camino Real and Sand Hill Road; and traffic from the Stanford Redwood City campus will occur on Marsh Road, Bay Road, Bayfront Expressway, Middlefield Road and El Camino Real, among other streets in the area, which are also studied in the 2018 GUP DEIR. Not including the Stanford Shopping Center and Redwood City campus underestimates the near-term and cumulative traffic impacts. Further the DEIR should explicitly describe the anticipated interaction between the Stanford University campus and the Stanford Redwood City campus. The City requested this information in its NOP letter (comments 5, 6, and 8), but it was not provided in the DEIR.

- e. At the time the Stanford Hospital Expansion was considered by the City of Palo Alto, the City of Menlo Park challenged the traffic projections as underestimating the likely impacts of the project due to a significant allowance for TDM reductions. The City requests that the County independently evaluate the traffic projections used for the Hospital Expansion in the Background conditions of the DEIR transportation analysis and TIA.
- f. The traffic projections shown on El Camino Real and Sand Hill Road appear to be underestimated. The DEIR and TIA should be revised to correct the underestimation, impacts reevaluated, and recirculated with this substantial new information. For example:
  - i. Sand Hill Road/Santa Cruz Avenue (study intersection 7 in the TIA): certain traffic movements are shown to have less traffic under Background as compared to Cumulative conditions: the westbound left-turn (decreases by approximately 50 vehicles) and the northbound right-turn (experiences no change from Existing conditions, even with anticipated build out of the Stanford Hospital, 2000 GUP, and other projects in the area). Similarly in the cumulative conditions the westbound left-turn, southbound right-turn, eastbound left- and right-turns, and northbound left- and right-turns experience decreases of up to 200 vehicles per hour.
  - ii. El Camino Real/Ravenswood Avenue (study intersection 41 in the TIA): Background conditions does not appear to adequately account for the buildout of projects in the area as listed. In particular, the growth shown between Existing and Background conditions at certain movements in the 2018 GUP DEIR and TIA is less than that shown for the Middle Plaza at 500 El Camino Real project alone. For example, the westbound left-turn in the 2018 GUP DEIR shows growth of 9 vehicles in the AM peak hour, while the Middle Plaza EIR shows 70 vehicles. Similar concerns exist for the northbound through and right-turn movements, eastbound right-turn and southbound through movement.
- g. Project level impacts identified under Background Conditions should be fully mitigated.

The DEIR and TIA identify mitigation measures for Background plus Project conditions as fair-share payment towards potential physical improvements. CEQA, in sections PRC

20112(a) & 14 CCR 15126.4, requires that project-level impacts be mitigated. The Project should be responsible for construction of mitigation measures that result from Project-level impacts.

h. Comments on specific mitigation measures

- i. I-280 Northbound Ramp/Sand Hill Road. A fair share contribution is not adequate, per comment 7.g above. Bike lane is not protected, as stated on page 172.
- ii. El Camino Real intersections. A fair share contribution is not adequate, per comment 7.g above, and proposed improvements conflict with recent City direction and Middle Plaza at 500 ECR DEIR recommendations.

i. Bicycle and pedestrian impact evaluation and proposed mitigation

While the effort to assess mitigation measures impacts on multi-modal travel, in addition to identifying vehicular improvements to mitigate traffic impacts, is appreciated, this assessment does not address bicycle and pedestrian demand and facility needs as a result of this Project. Key access routes to the Campus were recently evaluated as part of the Bicycle Access Plan, and gaps in the existing networks should be evaluated and mitigated appropriately. Similar efforts for the pedestrian network should also be completed. The City requested such an analysis in its NOP letter, an analysis of a 5-mile commute shed around the proposed General Use Permit development area. As noted in the permit application, Stanford owns land throughout the mid-Peninsula, including proposed development sites in Menlo Park and an approved project site in Redwood City. The City requested that the DEIR assess walking, bicycling, and traffic conditions across Stanford properties located across these multiple jurisdictions. This comment on the NOP was not addressed and the DEIR should be revised to include such an analysis and recirculated.

Further, Section 8.4.2 on page 218 discloses that the Project does not conflict with a planned facility or local agency policy. The City’s El Camino Real/Downtown Specific Plan, and follow up work through the El Camino Real Corridor Study, identify potential bicycle lanes on El Camino Real. The proposed mitigation conflicts with these plans. This is not addressed in the DEIR and the analysis should be revised and DEIR recirculated with identification of appropriate mitigation.

In addition, without provisions for bicycling and walking, Safe Routes to Schools within the City of Menlo Park are anticipated to be impacted by increased traffic as a result of the 2018 GUP. The City requests financial assistance for crossing guards.

j. Neighborhood street impacts are not fully addressed

Neighborhood street impacts (Section 8.3 on page 199) in the Willows and Belle Haven

neighborhoods in Menlo Park are not addressed. The Crescent Park neighborhood in Palo Alto was evaluated, and cut-through traffic from that area also directly impacts the Willows, across the Pope-Chaucer bridge over San Francisquito Creek. Additional traffic added to Bayfront Expressway, Willow Road and University Avenue will also lead to additional cut-through in the Belle Haven neighborhood as commuters seek out alternative routes. Both of these should be addressed. The City of Menlo Park has adopted standards and thresholds of significance that should be used to evaluate increases in daily roadway traffic volumes on local streets in lieu of the TIRE Indices Analyses prepared following the City of Palo Alto standards. Based on Table 8-5 on page 217, cut-through volumes on Lytton Avenue and Hamilton Avenue near Pope-Chaucer are between 76 and 145 daily trips. These increases in traffic through the Willows would be considered significant following City of Menlo Park impact standards, and need to be evaluated and mitigated accordingly in a recirculated DEIR.

- k. The DEIR does not address the NOP comments the City provided as listed below.
  - i. Stanford is requesting continuation of a program to provide trip credit for off-campus transportation infrastructure improvements within the Cordon Credit Area, which includes properties owned by Stanford outside of Santa Clara County, including 500 El Camino Real and 2131 Sand Hill Road. The City requests that any required measures to reduce or mitigate impacts from the Middle Plaza at 500 El Camino Real project recently approved or 2131 Sand Hill Road project currently under review are not eligible for credits under the General Use Permit program, since this would result in double-counting the benefits of such measures.
  - ii. The Draft EIR did not address how vehicle trips from the proposed development areas outside the traffic cordon area, including Quarry, Lathrop, and San Juan in particular, will be addressed by the No Net New Commute Trips condition. The City requested the County modify the cordon area to incorporate these zones with additional proposed development.

## **Housing**

- 8. The proposed \$20 per square foot (plus CPI adjustment inflator) affordable housing impact fee is not adequate to mitigate the increased demand for affordable housing by the proposed 2018 GUP. The rate of housing construction costs has generally outpaced the CPI, so the fee as proposed does not keep pace with rising costs and will not allow construction of the identified housing unit demand within Menlo Park.
- 9. In addition, when Stanford University purchases or develops property for the provision of faculty and staff housing in adjacent jurisdictions, including both the City of Menlo Park and local school districts, the City and school districts lose property tax revenues from the property in perpetuity,

since Stanford does not pay property taxes on lands used to support the University. This creates a two-fold negative impact to the City and other affected agencies, since the City loses revenues and has to continue to provide the municipal services necessitated by the residential properties. It also further increases the cost of housing in the region, as the market-rate housing supply is decreased by such actions. Requiring Stanford to provide all housing on campus will avoid this impact. Further, the City requests that any growth in academic or support facilities be offset with commensurate growth in housing units on campus.

10. As availability of affordable housing continues to be a regional concern, the City requests that the County maximize additional benefits for housing supply for faculty, staff, and students, as well as for workers that may not be employed directly by Stanford, but work within the General Use Permit area. Specifically, the City requests that the full housing burden generated by the 2018 GUP be absorbed on the Stanford Campus, within the 2018 GUP development area. Further, the City requests the County retain the 6-mile radius for use of affordable housing fees, since the impacts are most concentrated locally near the Stanford University campus. Further, the City requests that funding from housing fees be dedicated to impacted cities, commensurate with the level of anticipated impacts (e.g., proportional to the number of units needed to house Stanford employees). The provision of such fees is one of the few strategies that can be used to help offset the housing impacts identified as a result of the 2018 GUP and should be maintained.
11. The DEIR acknowledges that Stanford’s growth pursuant to the 2018 GUP will require housing in adjacent jurisdictions such as Menlo Park. The DEIR anticipates 153 new housing units in Menlo Park. Since the growth with the 2018 General Use Permit is anticipated to be at the same rate as the 2000 General Use Permit, the anticipated units in Menlo Park may be underestimated because 215 units associated with the 2000 General Use Permit have been approved for construction in Menlo Park at the Middle Plaza at 500 El Camino Real site.

### **Air Quality and Noise**

12. Given the comments regarding peak spreading, the air quality and greenhouse gas analysis should be reevaluated to determine the continued accuracy of the conclusions relative to reductions in pollutants, especially since a full 1/3 of emissions are anticipated from transportation sources.
13. Stanford is proposing to construct up to 40,000 net new square feet of child care centers and other services on campus. However, in the chapter regarding air quality (see Figure 5.2-1), the DEIR does not consider on-site sensitive receptors like the new proposed day care centers and should be revised to reflect this change.
14. Noise impacts on the Sand Hill Road corridor should be mitigated near residential uses.

### **Hydrology/Water Quality**

15. Stanford should be required to coordinate and cooperate, including funding, with the San Francisquito Creek Joint Powers Authority to provide meaningful large-scale upstream detention facilities to attenuate and manage flows in San Francisquito Creek.
16. The DEIR did not adequately respond to the City request that Stanford continue to work with the City of Menlo Park and other jurisdictions to develop a specific proposal for the detention of floodwaters on Stanford land that will result in a significant and measurable reduction in floodwaters reaching the floodplain areas within Menlo Park and neighboring jurisdictions. The City requests that existing and proposed runoff calculations from the project area for both the 10-year and 100-year storm event be provided for the City to review and that the impact be evaluated in a revised and recirculated DEIR. In addition, the City requests that any plans that show existing and proposed impervious improvements and potential alteration of drainage patterns be provided. Combined with the improvements downstream within San Francisquito Creek, the detention on Stanford land shall result in containment of flows from the 10-year and 100-year storm events within the detention site(s) and within the Creek to the extent feasible. The detention plan shall be designed and implemented by Stanford within a specific time line that is relative to the proposed development.
17. In addition, the City requests that the proposed General Use Permit include measures that either mitigate for increase flows and/or create no net increase in storm water runoff to the neighboring downstream communities that are located within the San Francisquito Creek Watershed Area.

### **Other Issues**

18. The DEIR dismisses the impact of new students, faculty and staff on neighboring library facilities positing that Stanford is an academic university with libraries and visiting a local library is not necessary. However, there are many reasons to visit a library--a college student's reason may be different from a faculty member who has a toddler and wishes to participate in story time at the library. If Stanford does not provide such services at its libraries, it is likely that there will be more visits to libraries in surrounding jurisdictions and potential impacts. The same is true of the impacts on parks and other community based recreation programs.
19. In anticipation of the Final EIR review period, the City requests that a minimum of 30 days be granted for public review.

## Scoping of Project-Specific Transportation Studies under Stanford GUP Condition of Approval G11

1/16/02

### Background

On December 12, 2000, Santa Clara County approved Stanford University's draft Community Plan and General Use Permit application and certified the associated Environmental Impact Report (2000 GUP EIR). This EIR analyzed the impacts associated with the construction of approximately 2 million gross square feet of academic and academic support uses, approximately 3,000 new housing units, and approximately 2,900 new parking spaces (the number of new parking spaces was limited to 2,300 in the final approval).

The traffic study in the 2000 GUP EIR estimated the new trips "generated" by additional students, faculty, and staff on campus and additional resident population from new housing. The additional generated trips were then "distributed" within the network and were allocated among traffic analysis zones, taking into consideration the anticipated location of housing areas and parking lots, as well as existing traffic patterns.

Mitigation measures to address the impacts of the 2000 GUP development were developed, and Conditions of Approval were attached to the 2000 GUP. These mitigation measures and conditions approached the impacts in a comprehensive manner, so that individual projects that were approved under the 2000 GUP would already have identified required mitigations. A summary of these comprehensive conditions follow:

- Condition G3: Stanford will meet a no net new commute trips standard
- Condition G9: If Stanford does not meet the no net new commute trip standard for any 2 out of 3 years, it will contribute funding for its proportional impacts at 15 intersections.
- Condition G10: If a neighborhood traffic study (of "cut-through traffic") is initiated by a local jurisdiction, Stanford will participate in the study
- Condition G11: Certain projects will require project-specific traffic studies
- Condition H2: Stanford will allocate funding of \$100,000 to the City of Palo Alto for a residential parking permit program



This memorandum outlines a proposed methodology for defining the scope of project-specific traffic studies required under Stanford GUP Condition of Approval G11. The scoping process recognizes that the project-specific traffic studies for projects that are fully consistent with the assumptions used in completing the 2000 GUP EIR should be limited to evaluation of site-specific impacts that were not previously addressed in the Program EIR (such as site access and safety). On the other hand, projects that could result in a substantially different trip distribution than evaluated in the 2000 GUP EIR, or that could substantially increase overall traffic beyond that evaluated in the 2000 GUP EIR, should receive a more detailed level of analysis. This more-detailed analysis, if warranted, would be documented in the project-specific traffic study, and would include analysis of intersection congestion. This memorandum describes the methods to be used for applying Condition G11 to future Stanford development. It defines: 1) applicable projects, 2) the intent of the Condition regarding the potential impacts of such projects, and 3) the methods through which the impacts of potential concern under Condition G11 should be examined. This memorandum is meant to be a guidance document that can evolve over the life of the 2000 GUP.

### Projects Triggering Condition G11

The following Stanford GUP projects will require project-specific transportation studies under Condition G11.

- Projects specifically defined as items (a) through (f) in the Condition. This includes additional housing in Escondido Village exceeding 100 units, West Campus and Legume faculty/staff housing development, basketball arena expansion or replacement, performing arts center, Stanford Avenue faculty/staff housing, parking lots or structures with a net increase of 400 spaces or more, and
- Projects of similar size and scale to those listed above. This includes: new or enlarged event venues that would result in peak hour traffic generation equal or greater than that of the basketball arena (assumed 12,000 seats) or performing arts center (1,500 to 1,800 seats in main hall and two smaller halls of 200 and 800 seats), or housing projects of more than 100 units near the border of campus.

As described below, the site-specific traffic study for projects meeting these criteria would include both: 1) an analysis of localized vehicular, bicycle and pedestrian access operations and safety, and 2) a screening analysis to determine whether the project might result in new or substantially more severe impacts on intersections than the impacts identified in the 2000 GUP EIR. If the screening analysis finds possible new or substantially more severe

Need to justify how 400 spaces or 100 housing units was determined. A preferred measure would be an equivalent number of vehicular trips instead of parking spaces or unit counts. These levels of development would easily trigger CMP review criteria alone. The City requests that a "trigger" of 50 peak hour trips be used to consistently and transparently address impacts.

Projects that would relocate academic square footage, housing units, and/or parking to districts beyond the level of development contemplated in the GUP.

intersection impacts than were disclosed in the 2000 GUP EIR, then a detailed intersection impact and mitigation analysis will also be prepared.

Academic projects not meeting any of the above criteria would not be subject to project-specific traffic studies under Condition G11. As discussed above, the traffic impacts of academic projects in the core of the campus have been assessed in the programmatic 2000 GUP EIR. In addition, traffic impacts are not dependent on the location of academic projects, because the occupants of these buildings will travel to parking areas, not to the buildings themselves, and large parking areas are subject to Condition G11. In addition, the County's design review procedures address pedestrian, bicycle, delivery and vehicular access safety and efficiency for academic projects.

### **Intent of Condition G11**

Condition G11 was imposed to address two potential situations: I.) projects that could increase congestion if new driveways would slow passing traffic, or would conflict with pedestrians and bicycles using bicycle paths, and II.) projects differing substantially from the assumptions in the 2000 GUP EIR, such that they would necessitate possible re-evaluation of GUP off-site impacts at the intersections previously studied in the 2000 GUP EIR.

I. The first concern was that, at a more micro-scale than the program-level issues addressed in the GUP EIR, a specific development project could affect conditions at individual site access points or along frontages at or near (i.e. within 1/4 mile) the project site. For example, in the case of EV 5/6, new traffic using the Escondido Village driveways could potentially slow passing traffic on Stanford Avenue or could conflict with pedestrians and bicycles using the adjoining bicycle path. To address this concern, Condition G11 calls for analysis of the effects within a project site, at project driveways, along project frontages, and at crossings up to about 1/4 mile of the site. Such an analysis typically covers project design details related to operations and safety of driveways, parking lots, access-point dimensions and access controls, emergency access, loading areas for passengers and material deliveries/ pick-up, street frontages, on-street parking/ loading, and bus stops. It also addresses bike lanes, bike racks and storage, sidewalks, and paths adjacent to and near the project site. This type of study will be performed for all projects subject to Condition G11.

II. The second concern addressed by Condition G11 is that the scale or location of a specific building or parking lot could change relative to the GUP EIR assumptions, so that GUP traffic could exceed the EIR's projection of buildout GUP traffic at EIR intersections. In addition, large-scale special event projects could create off-peak traffic impacts that were



not analyzed in the GUP EIR. To address these concerns, the Condition calls for a project-specific traffic study to:

- A. assess whether the characteristics of each applicable project might cause impacts at a GUP EIR intersection in excess of what the GUP EIR predicted would occur, and
- B. if additional significant impact might reasonably occur, to quantify the impact and, if significant, identify appropriate mitigations.

### **Procedure for Defining Study Scope and Content**

#### **I. Localized Access and Circulation Studies**

Localized access and circulation studies will address traffic, transit, pedestrian and bicycle safety and efficiency within a project site, at project driveways, along project frontages, and at crossings up to about 1/4 mile of the site. The analysis will cover project design details related to operations and safety of driveways, parking lots, access-point dimensions and access controls, emergency access, loading areas for passengers and material deliveries/pick-up, street frontages, on-street parking/ loading, and bus stops. It will also address bike lanes, bike racks and storage, sidewalks, and paths adjacent to and near the project site. Analysis methods will involve application of relevant County, City and/or Caltrans design standards, and techniques described in AASHTO and the Highway Capacity Manual. Stanford will submit the proposed scope of work to the County for comment prior to commencing the study. Stanford will also identify the proposed source of design standards and analysis techniques to be applied to the particular situation, for County acceptance prior to the study.

#### **II. GUP EIR Intersection Impacts**

##### **Stage A: "Screening" Analysis**

The Condition is fairly explicit on the methods for determining whether any excess impacts could reasonably be expected. However, to assure concurrence on assumptions and methods, Stanford will re-confirm the study scope with the County prior to initiating any Stage A analysis. This will include the assumptions on completed GUP projects to be included in the running-total cumulative analysis.

In general, the Stage A study scope will address the following.

Add 3. Whether local traffic conditions have changed substantially that differing impacts of the project could be reasonably expected.

1. Whether the project type and scale is similar to the examples listed as (a) through (f) in the Condition, and
2. Whether trip distribution analysis indicates that the location or size of the applicable project would differ substantially from the assumptions in the GUP EIR in a manner that would increase the expected amount of GUP buildout traffic at one or more GUP EIR intersection(s).

Each screening analysis report will contain a cumulative running total, by campus planning area, of the parking spaces created and removed under the GUP, and the number and type of housing units constructed under the GUP. These running cumulative totals will be compared to the area-specific buildout housing and parking totals assumed in the GUP EIR. If the running total exceeds the GUP EIR buildout total in any area, Stage B impact analysis will be conducted to determine the potential effects on EIR intersection(s).

This type of screening analysis should be performed for each project subject to Condition G11 in the site-specific traffic study. If a Stage A "Screening" analysis indicates that a specific project would raise the level of GUP parking or housing in any area of campus to a level greater than anticipated in the GUP EIR, then a Stage B analysis of the impact significance and mitigation would become necessary.

#### Stage B: Impact Assessment and Mitigation Approach

Like each Stage A report, each Stage B analysis report will contain the cumulative running total of parking spaces, housing and the student, faculty and staff population used to calculate project trip generation. It will compare those figures to the assumptions in the GUP EIR used to calculate trip generation and trip distribution. Each report will indicate the number of trips that the applicable project would add to each GUP intersection as well as the cumulative running-total of other GUP projects approved to date, using the same trip generation and distribution methods used in the EIR. The running cumulative trip total for each intersection will be compared to the GUP buildout trip total as reported in the GUP EIR. If the current total exceeds the GUP EIR buildout total at any EIR intersection, further Stage B impact analysis will be conducted at the affected intersection(s).

During the life of the 2018 GUP, it is expected that state law changes will result in modifications to the standards of significance, analysis methods and mitigation selection with regard to transportation and potentially GHG and Air Quality analyses. The conditions and required follow up analysis should acknowledge that these conditions may necessitate evolution of standards of significance, analysis methods and mitigation selection over time.

For consistency with the 2000 EIR, the further Stage B analysis will adhere to the established CEQA criteria for standards of significance, analysis methods, and mitigation selection.

Stanford will prepare a draft scope of work for the Stage B project-specific traffic analysis and submit it to the County for review and comment. The scope will adhere to the following guidelines:

1. For housing and parking projects, the assessment of traffic impacts at GUP intersections will use the same peak periods and same horizon year as used in the 2000 GUP EIR. The Condition G11 analysis will focus on the commute traffic peak periods, consistent with the 2000 GUP EIR. For special-event projects, such as the performing arts center, whose specific peaks would occur outside the normal area-wide traffic peaks studied in the 2000 GUP EIR, event-related time periods would also be addressed. -

2. The assessment of traffic impacts at GUP intersections will use the same assumptions concerning changes in non-GUP background growth as used in the GUP EIR, unless new information shows a substantial increase or decrease in background traffic levels relative to those assumed for 2010 in the 2000 GUP EIR.

3. Once any changes in background assumptions necessitated under Step 2 have been taken into consideration, the amount of project-specific traffic at any 2000 GUP EIR intersection will be added. The resulting traffic will only represent a new significant impact if, when added to traffic from other already-approved GUP projects, the cumulative running-total GUP impact exceeds the threshold of significance stated in 2000 GUP EIR.

4. Mitigation required for any new significant impact would first look to the ability of mitigations already identified in the 2000 GUP EIR to mitigate the impact to less-than-significant, including both EIR-listed intersection modifications and "no net new commute trip" accomplishment.

5. Any mitigation required beyond measures already identified in the GUP EIR would include two alternative approaches: further intersection modification and further reduction in commute-trip generation.

Stanford will also meet with County as necessary to discuss and refine the proposed scope of work and will obtain County approval before proceeding with the study.

If further reduction in commute-trip generation is allowed, the City requests the County ensure that such programs reduce trips directly in the impacted corridors to mitigate impacts.

Other impacted jurisdictions should also be consulted on the scope. Page F-4.24

## **Summary**

Condition G11 specifies which projects will require project-specific traffic studies. Project-specific traffic studies will include 1) localized circulation impacts, and 2) screening analysis of whether there might be additional significant impacts beyond those identified in the 2000 GUP EIR. If screening analysis indicates changes in total GUP trip distribution compared to the EIR, then a re-analysis of impacts will be undertaken at affected intersections, using 2000 GUP EIR methodology, to determine whether significant impacts would result and to identify mitigations.

Stanford will prepare a scope of work for any project-specific traffic study and review it with the County and its consultant prior to beginning work.

The City requests that the relevant approval body be specified. Consistent with the request outlined in the City's comment letter, the City requests that the Board of Supervisors must consider any relocation of development to different districts within the campus.



July 25, 2018

Mr. David Rader  
County of Santa Clara  
Department of Planning and Development  
County Government Center  
70 West Hedding St.  
San Jose, CA 95110

**RE: Stanford University 2018 General Use Permit (File #: 7165-16P-16GP-16Z-16EIR) Comments on the Recirculated Alternatives Chapter of Draft EIR**

Dear Mr. Rader,

The City of Menlo Park appreciates the steps that the County of Santa Clara is taking to evaluate and disclose the impacts associated with Stanford providing the housing necessary to accommodate the proposed expansion of the Stanford University campus.

Attached please find the City of Menlo Park's comments on the Recirculated Alternatives Chapter of the Draft Environmental Impact Report (Draft EIR) for the Stanford University 2018 General Use Permit (GUP) project. The attached letter includes new and modified comments that highlight several significant deficiencies in the Draft EIR and includes a copy of the comment letter submitted by the City of Menlo Park on the Draft EIR on February 1, 2018. This response has not been approved by the City Council due to their not having a City Council meeting during the extended comment period, but was approved by the Council appointed subcommittee of Mayor Ohtaki and Councilmember Keith.

The identified deficiencies must be addressed in a recirculated Draft EIR that contains sufficient mitigation measures to mitigate project impacts, including the impacts of providing the necessary housing. The County should not consider approval of the 2018 GUP until such additional information is provided to decision makers.

Please contact Community Development Director, Mark Muenzer at 650-330-6600 with questions.

**City of Menlo Park**  
**Stanford University 2018 General Use Permit, Comments on the Recirculated**  
**Alternatives Chapter of the Draft EIR**

2

Sincerely,



Peter Ohtaki  
Mayor

Enclosures:

1. New and Modified Comments on Recirculated Alternatives Chapter of Draft EIR
2. City of Menlo Park's letter commenting on the Draft EIR dated February 1, 2018

### **Project Description Concerns and Questions**

1. In response to community feedback requesting that Stanford provide the housing necessary to support its own growth, the Recirculated Alternatives Chapter of the Draft EIR analyzes two new housing alternatives. Although these alternatives have the potential to positively address the need for housing created by the 2018 GUP, the revised analysis reflects a fundamental flaw in the California Environmental Quality Act (CEQA) process. By providing more housing for the students and workers that will fill the additional campus space proposed in the 2018 GUP, some of the impacts reported in the Recirculated Alternatives Chapter of the Draft EIR appear worse than those reported for the proposed project. Approving the proposed project without the additional needed housing would appear to reduce the environmental impacts of the 2018 GUP. However, housing for the additional students and workers will be required regardless of whether it is on Stanford lands or in another location. If the housing is built elsewhere to meet the need created by the additional Stanford students and workers, the impacts of building that housing will be deferred to other analyses and jurisdictions. This shifts the burden of housing students and workers, and constructing the transportation infrastructure to accommodate the increased travel to other agencies without supporting resources to meet these needs.
2. In the Revised Alternatives Chapter, consistent with the Draft EIR, Stanford is seeking “flexibility with accountability.” The housing alternatives study an anticipated number of beds/units that will include a range of products from a single undergraduate bed to a single-family home for a faculty member with a full household. These different uses will have disparate impacts. For example, what is the cost of educating all kindergarten through twelfth grade students attending local schools of the new residents? Without specificity as to the amount, size, and intensity of the various housing products, there are no assurances that the impacts have been adequately assessed in the Draft EIR.
3. In addition to the previous comments from the City of Menlo Park, the 2018 GUP and Draft EIR should evaluate changes in the Project Description, or as mitigation measures to:
  - a. Provide a direct tunnel connection from Campus Drive West to I-280 between Page Mill Road and Alpine Road without a connection at Junipero Serra Boulevard. Also force traffic to use Page Mill Road instead of Alpine Road since there are limited residences along Page Mill frontage to be impacted.
  - b. Provide satellite parking lots with connections to the campus to reduce traffic on Sand Hill Road, Alpine Road and Page Mill Road. These satellite lots could be connected to the campus with Marguerite, long-distance commuter shuttles already in service along these routes, or by other non-motorized transportation options such as a gondola.
  - c. The City requests that a contribution towards the Middle Avenue Pedestrian/Bicycle Crossing, Dumbarton Rail Corridor, and Sand Hill Road-Santa Cruz Avenue-Alameda de las Pulgas-Alpine Road corridor improvements be prioritized for mitigation.



### Transportation

4. The requested changes to the existing conditions listed in Paragraph 7 of the previously submitted comment letter were not addressed in the Recirculated Alternatives Chapter of the Draft EIR and need to be incorporated.
5. The No Net New Commute Trips mitigation program does not fully mitigate transportation impacts and must be modified.

The 2018 GUP application materials and Draft EIR describe Stanford's continued participation in the No Net New Commute Trips mitigation program. The program limits peak hour, peak direction vehicular trips associated with Stanford University. An unintended consequence of the No Net New Commute Trips program is that students and workers live further from campus, putting the burden on those jurisdictions, but allows Stanford to control the number and timing of commute trips. Further, in the context of the proposed alternatives, this program is fundamentally flawed as the alternatives generate mostly trips in the reverse peak commute direction, and the No Net New Commute Trips program does not mitigate these impacts. Comment 7.c.ii in the City's prior comment letter raised this concern, which is exacerbated with the consideration of both housing alternatives.

The City continues to request an analysis of the reverse direction trips be conducted and appropriate mitigation measures be identified. The mitigation program should could be expanded to limit any new impacts from reverse commute trips by including them in the No Net New Trips program, and no growth in such trips should be allowed over existing conditions. This is especially important since the proposed housing alternatives in the recirculated chapter consider additional on-campus housing, and reverse commute trips from the spouses and/or families of the Stanford affiliates would not be captured by the No Net New Trips program as proposed.

6. The traffic operations disclosed in tables 7A.15-4, 7A.15-11, 7B.15-4, and 7B.15-11 do not show significant changes in average delay and level of service with either Alternatives A or B at the intersections within the City of Menlo Park's jurisdiction. The City raised several questions about the analysis results in the prior comment letter on the Draft EIR, which still need to be resolved. However, the results of the alternatives analysis appear to be inconsistent with the public statements made by Stanford University that the alternatives will exacerbate traffic delays and concentrate local impacts in the mid-peninsula.

### Housing

7. Although the alternatives in the Recirculated Alternatives Chapter purport to require the provision of additional housing on-campus, the description of both Alternatives A and B indicate that "Stanford could elect to, subject to approval by the County, offset the incremental off-campus



housing demand by providing off-campus housing” and “it is assumed that any portion of affordable off-campus housing provided by Stanford would be located within a six-mile radius of the campus” (pages 2-54 and 2-259). Therefore, with these alternatives Stanford would not actually be required to provide more housing on-campus to meet the need created by the 2018 GUP. While Stanford’s provision of housing anywhere would reduce the impact of the regional housing demand and potentially improve affordability, the City of Menlo Park does not support the provision of additional housing for Stanford within the Menlo Park City limits except as described in comment 9 below, and encourages the County to require that the housing be provided on-campus.

8. Stanford should be required to pay an in-lieu fee that will fully mitigate for the affordable housing need generated by the Stanford 2018 GUP. The City supports the increase in the affordable housing fee for new non-residential development on Stanford’s campus to \$68.50 per square foot.
9. When Stanford University purchases or develops property for the provision of students, faculty and staff housing in adjacent jurisdictions, the City of Menlo Park and other special districts (emergency and fire services and local school districts, etc.) lose property tax revenues from the property in perpetuity, since Stanford does not pay property taxes on lands used to support the University. Therefore, the City opposes any additional housing provided by Stanford in Menlo Park unless Stanford honors the market rate property tax rates annually for any housing secured within the City.

### **Hydrology/Water Quality**

10. Stanford should be required to coordinate and cooperate, including funding, with the San Francisquito Creek Joint Powers Authority to provide meaningful large-scale upstream detention facilities to attenuate and manage flows in San Francisquito Creek.
11. In addition, the City requests that the 2018 GUP include measures that either mitigate for increase flows and/or create no net increase in storm water runoff to the neighboring downstream communities that are located within the San Francisquito Creek Watershed Area.



February 1, 2018

Mr. David Rader  
County of Santa Clara  
Department of Planning and Development  
County Government Center  
70 West Hedding St.  
San Jose, CA 95110

**RE: Stanford University "2018 General Use Permit", Draft EIR Comments**

Dear Mr. Rader,

Please find attached the City of Menlo Park's comments on the Draft Environmental Impact Report (DEIR) for the Stanford University "2018 General Use Permit" (GUP) Project (File #: 7165-16P-16GP-16Z-16EIR).

The attached comments highlight several significant deficiencies in the Draft EIR that must be addressed in a recirculated Draft EIR with sufficient mitigation measures to mitigate any impacts identified prior to the County considering the 2018 GUP for approvals. The City appreciates the opportunity to comment on the proposed project. Please contact Assistant Public Works Director, Nikki Nagaya at 650-330-6770 or [nhnagaya@menlopark.org](mailto:nhnagaya@menlopark.org) with any questions.

Sincerely,

Peter Ohtaki  
Mayor

Enclosure

**Project Description Concerns and Questions**

1. Stanford is seeking “flexibility with accountability.” The application and DEIR indicate that the total amount of academic square footage may take many forms, from classroom buildings to art galleries to energy facilities. Similarly, the anticipated housing units/beds will include a range of products from undergraduate dormitories to single-family homes for faculty. These different uses will have disparate impacts. Without specificity as to the amount, location and intensity of the various uses, there are no assurances that the impacts have been adequately assessed in the DEIR. Further, there is no mention in the DEIR that further study will be conducted to determine whether what does eventually get built is within the parameters of the DEIR or creates additional impacts that require additional mitigation. This seems critically important for a document that is anticipated to govern development for the next approximately 17 years in an area that is seeing rapid transition in local and regional conditions and circumstances. The City requests that clear accounting of the proposed uses and location of such uses be documented, and no changes to the provided allotments of developable area be allowed without a full assessment of any further environmental impacts. Further, as evidenced by the Center for Academic Medicine project application, any transfer of development request needs to include explicit consultation with and notice to the City of Menlo Park, particularly in the area of traffic concerns. The City has included recommended revisions to Condition of Approval G11 from the 2000 GUP, which are outlined below in comment 6.
2. The 2018 GUP should preserve the Academic Growth Boundary and the extra increment of foothill protections (i.e., the 4/5ths vote for development west of Junipero Serra Boulevard) in order to ensure ongoing open space and conservation efforts are recognized as a serious concern. The City requests the Academic Growth Boundary be preserved for at least the next 50 years.
3. The maximum build out of the Stanford campus should be identified, defined and evaluated in the 2018 GUP and DEIR. Such definition was required during the 2000 GUP development, as a condition of approval, but has not yet be identified or imposed here. This is important to provide the community and neighboring jurisdictions a clear picture of when growth limits would be reached; further, the current process provides no assurances to the maximum extent of growth and development on the campus.
4. Stanford will be increasing the population of students, faculty, staff and other workers from 41,217 in 2018 to 50,827 by 2035. However, it is not clear that these numbers reflect the full picture and include families of students and faculty, deliveries, consultants, contractors and various visitors who travel to and from Stanford. The assumptions should be clearly outlined in the DEIR.
5. The 2018 GUP and DEIR should evaluate changes in the Project Description, or as mitigation

measures to:

- a. Prohibit an increase in net new parking spaces
  - b. Provide a direct roadway connection from Campus Drive West to I-280 between Page Mill Road and Alpine Road without a connection at Junipero Serra Boulevard. Also force traffic to use Page Mill Road over Alpine Road since there are limited residences along Page Mill frontage
  - c. Add locations for traffic monitoring at gateways to Stanford Land beyond the cordon locations that are specific to unincorporated Santa Clara County to account for development in the Quarry, Lathrop and San Juan districts (see comment 7.k.ii. below)
  - d. Require trip credits to have some spatial or geographic relevance based on Gateways and cordon limits around the Stanford campus
6. In the 2000 GUP conditions of approval, condition G11 required project-specific traffic studies for certain projects. Subsequent to adoption of the 2000 GUP and conditions, the County prepared *Scoping of Project-Specific Transportation Studies under Stanford GUP Condition of Approval G11* (dated January 16, 2002). These documents do not directly address the need for a project-specific traffic study for relocation of planned development levels across Campus district boundaries, and the City requests this document be modified, if to be carried over for use subsequent to the 2018 GUP. Further, the City requests that a project-specific traffic study be completed for all projects that generate over 50 peak hour trips to ensure transparency and consistency across future proposals. The City has documented suggested revisions, as included in Attachment A. Further, the City requests that the Board of Supervisors must consider any request to relocate development to a different district, and approval be required to reach a 4/5 vote in favor, including the Supervisor from the District.

## Transportation

7. The transportation analysis shows several deficiencies with respect to<sup>1</sup>:
- a. Existing congested conditions are not reflected in the intersection analysis.

The existing conditions analysis does not reflect congested conditions on the Bayfront Expressway, Willow Road, University Avenue, El Camino Real, and Sand Hill Road corridors as of the time the existing counts were taken in 2016. The reported results at the following locations do not reflect field observed conditions:

- i. Bayfront Expressway/University Avenue
- ii. Bayfront Expressway/Willow Road
- iii. Willow Road intersections

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<sup>1</sup> All page number references within this comment point to the Transportation Impact Analysis, Part 2 in Appendix TIA of the Draft EIR. Similar comments apply to the same content shown in the Draft EIR.

iv. Sand Hill Road/Santa Cruz Avenue-Alpine Road

The existing congested conditions on the corridors and intersections listed above are not taken into account by isolated intersection analysis. As summarized in the City of Menlo Park’s General Plan (ConnectMenlo) Draft Environmental Impact Report published in 2016, isolated intersection analysis does not account for the queue spillback between intersections on the approaches to the Dumbarton Bridge, including those on Bayfront Expressway, Willow Road, and University Avenue. The TRAFFIX 8.0 software that was used for the analysis is not sufficient to reflect the existing or future (2018 or 2035) congestion levels. The TIA (Section 4.8, page 94-95) describes the observed queues and congested conditions on El Camino Real and Sand Hill Road, but does not use this information to validate the calculated existing levels of service (Figure 4-2 on page 54 and Table 4-1 on pages 55-60) on the corridors. Field observed conditions are not described on Willow Road and the Dumbarton Bridge approaches. These level of service calculations need to be updated in order to present an accurate existing scenario to assess impacts of the 2018 GUP. Otherwise, potential impacts are underestimated. The Draft EIR should be updated and recirculated with corrected information that mitigates all additional impacts.

b. Existing congested conditions are not reflected in the freeway and ramp analysis.

Similarly, the freeway ramp analysis at the US 101/Willow Road interchange and the I-280/Sand Hill Road interchange do not reflect existing congested conditions, and therefore the volume-to-capacity analysis conducted does not take into account the unserved peak period demand and queue spillback. Analysis based on these existing results therefore underestimates potential impacts of the 2018 GUP. The analysis must be updated and the Draft EIR recirculated with the corrected information, including appropriate mitigation for all additional impacts.

c. The No Net New Commute Trips mitigation program does not fully mitigate transportation impacts and must be modified.

The 2018 GUP application materials and Draft EIR describe Stanford’s continued participation in the No Net New Commute Trips mitigation program. The program limits peak hour, peak direction vehicular trips associated with Stanford University. However, this program is fundamentally flawed and does not fully mitigate transportation impacts for several reasons:

- i. Congested conditions in the region are no longer limited to a single morning and evening peak hour. The monitoring program should be expanded to capture the hours of congestion across the peak periods, at a minimum from 7:00 – 9:00am and 4:00 – 7:00pm, since the program encourages peak spreading to shoulder and off-peak hours. Daily trip limits should also be considered to reduce potential air quality and greenhouse

gas impacts.

- ii. While traffic flows still see some directionality, reverse peak direction patterns are increasing and even reverse direction trips in the peak hours can contribute to congestion.

The proposed 2018 GUP is estimated to add 428 AM and 600 PM peak hour trips in the reverse commute direction. This represents a significant proportion of the proposed growth in traffic, representing 36% of morning and 44% of evening peak hour traffic. The proposed analysis does not isolate the potential impacts of these trips, and they are not mitigated by the No Net New Commute Trips mitigation program, which only limits the peak direction trips. Therefore all reverse peak trips are added to the roadway network, with undetermined impacts, and are not currently mitigated.

The City requests that an analysis of the reverse direction trips be conducted and appropriate mitigation measures be identified. The mitigation program should could be expanded to limit any new impacts from reverse commute trips by including them in the No Net New Trips program, and no growth in such trips should be allowed over existing conditions. This analysis should be prepared and the DEIR recirculated with this significant new information.

- iii. Monitoring of the program is infrequent and does not assure neighboring jurisdictions that the program achieves its goals on a typical basis. Monitoring occurs twice per year, and while conducted in typical traffic conditions, this limited frequency allows the potential for ongoing violations. The City requests the County modify the monitoring program to provide consistent, daily monitoring. Such monitoring and enforcement is conducted by the City for the Facebook Campus site in Menlo Park, and provides assurances that the trip limits are met on a daily basis throughout the year. This increased frequency is enabled more readily, since under the current proposal, Stanford and the County propose to use automated technology to conduct the counts in the future. The City requests that no new development be allowed beyond the 2000 GUP until such automated equipment and increased monitoring is in place.
- iv. The use of “cordon credits” and a campus-wide monitoring methodology allow Stanford to offset peak hour, peak direction vehicle trips occurring anywhere in the cordon area at the expense of other potentially affected roadways. In particular, the Sand Hill Road and El Camino Real (north of Stanford) corridors have not seen investment in infrastructure or program support to reduce vehicle traffic levels approaching the University from these directions, and traffic congestion has increased since the 2001 GUP analysis. In addition, the 2014 Annual Traffic Monitoring Report claimed 402 trip credits for bus trips across the cordon points and the number of transit passengers served outside the cordon area in



the evening peak hour, but no data is provided about how the individual cordon locations have increased or decreased over time. The City’s own traffic counts on Sand Hill Road (near the City of Menlo Park and Palo Alto border) show an increase in average daily traffic volumes from 30,550 vehicles to 33,900 vehicles per day between 1998 and 2017. The DEIR also does not disclose Marguerite transit ridership by route and stop to demonstrate which corridors are achieving trip credits per the allowance of “cordon credits”. The City requests the historic raw cordon count data and Marguerite ridership data be included in a revised and recirculated DEIR. The City requests that the cordon trip limits be established by sub-area or district to ensure that the levels of traffic in any one corridor are not adversely affected at the expense of others.

- v. Chapter 8 of the TIA details the tiered mitigation program steps if Stanford does not achieve the No Net New Commute Trips goal. However, as described in Section 8.1.1.3 through 8.1.1.5, Stanford would fund infrastructure changes and programs to reduce vehicle trips in the vicinity of the campus if the No Net New Commute Trip goal is not successful. This shifts the burden of mitigation to neighboring cities, when the mitigation is necessitated by Stanford’s non-compliance with the mitigation measure. Stanford should instead assume responsibility, in collaboration with neighboring agencies to design and construct physical infrastructure and provide resources to help implement necessary programs to reduce trips as identified in these sections. The City requests that a contribution towards the Middle Avenue Pedestrian/Bicycle Crossing, Dumbarton Rail Corridor, and Sand Hill Road-Santa Cruz Avenue-Alameda de las Pulgas-Alpine Road corridor improvements be prioritized for mitigation. The City also requests that penalties be assessed if the trip reduction goals are not met.
- vi. Section 8.1.1.5 of Chapter 8 of the TIA further outlines the payment methodology to determine Stanford’s fair share of the intersection improvements on a per trip basis. This section outlines that the proposed payments would be on an annual basis, and since the 2018 GUP is projected to carry development through 2035 (17 years), the total contribution towards all intersection improvements would be divided by 17. This proposed methodology does not mitigate Stanford’s contribution towards impacts in the City, and other neighboring agencies, as sufficient funds would not accrue to cover the construction cost of the necessary mitigation – which since a Project level impact (see comment 7.g. below) – is necessary to reduce the Project’s impact to a less-than-significant level. The proposed methods also do not account for escalation in construction costs over the life of the proposed 2018 GUP.
- d. All relevant near term projects should be included in the analysis. According to Table 2 in Appendix CON, the Stanford Shopping Center Expansion and Stanford Redwood City campus are not currently included as near-term projects, and should be included in the DEIR’s evaluation. Notably, the traffic analysis should be revised to include these projects, as traffic from the Shopping Center directly overlaps with the traffic accessing the University

from El Camino Real and Sand Hill Road; and traffic from the Stanford Redwood City campus will occur on Marsh Road, Bay Road, Bayfront Expressway, Middlefield Road and El Camino Real, among other streets in the area, which are also studied in the 2018 GUP DEIR. Not including the Stanford Shopping Center and Redwood City campus underestimates the near-term and cumulative traffic impacts. Further the DEIR should explicitly describe the anticipated interaction between the Stanford University campus and the Stanford Redwood City campus. The City requested this information in its NOP letter (comments 5, 6, and 8), but it was not provided in the DEIR.

- e. At the time the Stanford Hospital Expansion was considered by the City of Palo Alto, the City of Menlo Park challenged the traffic projections as underestimating the likely impacts of the project due to a significant allowance for TDM reductions. The City requests that the County independently evaluate the traffic projections used for the Hospital Expansion in the Background conditions of the DEIR transportation analysis and TIA.
- f. The traffic projections shown on El Camino Real and Sand Hill Road appear to be underestimated. The DEIR and TIA should be revised to correct the underestimation, impacts reevaluated, and recirculated with this substantial new information. For example:
  - i. Sand Hill Road/Santa Cruz Avenue (study intersection 7 in the TIA): certain traffic movements are shown to have less traffic under Background as compared to Cumulative conditions: the westbound left-turn (decreases by approximately 50 vehicles) and the northbound right-turn (experiences no change from Existing conditions, even with anticipated build out of the Stanford Hospital, 2000 GUP, and other projects in the area). Similarly in the cumulative conditions the westbound left-turn, southbound right-turn, eastbound left- and right-turns, and northbound left- and right-turns experience decreases of up to 200 vehicles per hour.
  - ii. El Camino Real/Ravenswood Avenue (study intersection 41 in the TIA): Background conditions does not appear to adequately account for the buildout of projects in the area as listed. In particular, the growth shown between Existing and Background conditions at certain movements in the 2018 GUP DEIR and TIA is less than that shown for the Middle Plaza at 500 El Camino Real project alone. For example, the westbound left-turn in the 2018 GUP DEIR shows growth of 9 vehicles in the AM peak hour, while the Middle Plaza EIR shows 70 vehicles. Similar concerns exist for the northbound through and right-turn movements, eastbound right-turn and southbound through movement.
- g. Project level impacts identified under Background Conditions should be fully mitigated.

The DEIR and TIA identify mitigation measures for Background plus Project conditions as fair-share payment towards potential physical improvements. CEQA, in sections PRC



20112(a) & 14 CCR 15126.4, requires that project-level impacts be mitigated. The Project should be responsible for construction of mitigation measures that result from Project-level impacts.

h. Comments on specific mitigation measures

- i. I-280 Northbound Ramp/Sand Hill Road. A fair share contribution is not adequate, per comment 7.g above. Bike lane is not protected, as stated on page 172.
- ii. El Camino Real intersections. A fair share contribution is not adequate, per comment 7.g above, and proposed improvements conflict with recent City direction and Middle Plaza at 500 ECR DEIR recommendations.

i. Bicycle and pedestrian impact evaluation and proposed mitigation

While the effort to assess mitigation measures impacts on multi-modal travel, in addition to identifying vehicular improvements to mitigate traffic impacts, is appreciated, this assessment does not address bicycle and pedestrian demand and facility needs as a result of this Project. Key access routes to the Campus were recently evaluated as part of the Bicycle Access Plan, and gaps in the existing networks should be evaluated and mitigated appropriately. Similar efforts for the pedestrian network should also be completed. The City requested such an analysis in its NOP letter, an analysis of a 5-mile commute shed around the proposed General Use Permit development area. As noted in the permit application, Stanford owns land throughout the mid-Peninsula, including proposed development sites in Menlo Park and an approved project site in Redwood City. The City requested that the DEIR assess walking, bicycling, and traffic conditions across Stanford properties located across these multiple jurisdictions. This comment on the NOP was not addressed and the DEIR should be revised to include such an analysis and recirculated.

Further, Section 8.4.2 on page 218 discloses that the Project does not conflict with a planned facility or local agency policy. The City’s El Camino Real/Downtown Specific Plan, and follow up work through the El Camino Real Corridor Study, identify potential bicycle lanes on El Camino Real. The proposed mitigation conflicts with these plans. This is not addressed in the DEIR and the analysis should be revised and DEIR recirculated with identification of appropriate mitigation.

In addition, without provisions for bicycling and walking, Safe Routes to Schools within the City of Menlo Park are anticipated to be impacted by increased traffic as a result of the 2018 GUP. The City requests financial assistance for crossing guards.

j. Neighborhood street impacts are not fully addressed

Neighborhood street impacts (Section 8.3 on page 199) in the Willows and Belle Haven

neighborhoods in Menlo Park are not addressed. The Crescent Park neighborhood in Palo Alto was evaluated, and cut-through traffic from that area also directly impacts the Willows, across the Pope-Chaucer bridge over San Francisquito Creek. Additional traffic added to Bayfront Expressway, Willow Road and University Avenue will also lead to additional cut-through in the Belle Haven neighborhood as commuters seek out alternative routes. Both of these should be addressed. The City of Menlo Park has adopted standards and thresholds of significance that should be used to evaluate increases in daily roadway traffic volumes on local streets in lieu of the TIRE Indices Analyses prepared following the City of Palo Alto standards. Based on Table 8-5 on page 217, cut-through volumes on Lytton Avenue and Hamilton Avenue near Pope-Chaucer are between 76 and 145 daily trips. These increases in traffic through the Willows would be considered significant following City of Menlo Park impact standards, and need to be evaluated and mitigated accordingly in a recirculated DEIR.

- k. The DEIR does not address the NOP comments the City provided as listed below.
  - i. Stanford is requesting continuation of a program to provide trip credit for off-campus transportation infrastructure improvements within the Cordon Credit Area, which includes properties owned by Stanford outside of Santa Clara County, including 500 El Camino Real and 2131 Sand Hill Road. The City requests that any required measures to reduce or mitigate impacts from the Middle Plaza at 500 El Camino Real project recently approved or 2131 Sand Hill Road project currently under review are not eligible for credits under the General Use Permit program, since this would result in double-counting the benefits of such measures.
  - ii. The Draft EIR did not address how vehicle trips from the proposed development areas outside the traffic cordon area, including Quarry, Lathrop, and San Juan in particular, will be addressed by the No Net New Commute Trips condition. The City requested the County modify the cordon area to incorporate these zones with additional proposed development.

## **Housing**

- 8. The proposed \$20 per square foot (plus CPI adjustment inflator) affordable housing impact fee is not adequate to mitigate the increased demand for affordable housing by the proposed 2018 GUP. The rate of housing construction costs has generally outpaced the CPI, so the fee as proposed does not keep pace with rising costs and will not allow construction of the identified housing unit demand within Menlo Park.
- 9. In addition, when Stanford University purchases or develops property for the provision of faculty and staff housing in adjacent jurisdictions, including both the City of Menlo Park and local school districts, the City and school districts lose property tax revenues from the property in perpetuity,

since Stanford does not pay property taxes on lands used to support the University. This creates a two-fold negative impact to the City and other affected agencies, since the City loses revenues and has to continue to provide the municipal services necessitated by the residential properties. It also further increases the cost of housing in the region, as the market-rate housing supply is decreased by such actions. Requiring Stanford to provide all housing on campus will avoid this impact. Further, the City requests that any growth in academic or support facilities be offset with commensurate growth in housing units on campus.

10. As availability of affordable housing continues to be a regional concern, the City requests that the County maximize additional benefits for housing supply for faculty, staff, and students, as well as for workers that may not be employed directly by Stanford, but work within the General Use Permit area. Specifically, the City requests that the full housing burden generated by the 2018 GUP be absorbed on the Stanford Campus, within the 2018 GUP development area. Further, the City requests the County retain the 6-mile radius for use of affordable housing fees, since the impacts are most concentrated locally near the Stanford University campus. Further, the City requests that funding from housing fees be dedicated to impacted cities, commensurate with the level of anticipated impacts (e.g., proportional to the number of units needed to house Stanford employees). The provision of such fees is one of the few strategies that can be used to help offset the housing impacts identified as a result of the 2018 GUP and should be maintained.
11. The DEIR acknowledges that Stanford’s growth pursuant to the 2018 GUP will require housing in adjacent jurisdictions such as Menlo Park. The DEIR anticipates 153 new housing units in Menlo Park. Since the growth with the 2018 General Use Permit is anticipated to be at the same rate as the 2000 General Use Permit, the anticipated units in Menlo Park may be underestimated because 215 units associated with the 2000 General Use Permit have been approved for construction in Menlo Park at the Middle Plaza at 500 El Camino Real site.

### **Air Quality and Noise**

12. Given the comments regarding peak spreading, the air quality and greenhouse gas analysis should be reevaluated to determine the continued accuracy of the conclusions relative to reductions in pollutants, especially since a full 1/3 of emissions are anticipated from transportation sources.
13. Stanford is proposing to construct up to 40,000 net new square feet of child care centers and other services on campus. However, in the chapter regarding air quality (see Figure 5.2-1), the DEIR does not consider on-site sensitive receptors like the new proposed day care centers and should be revised to reflect this change.
14. Noise impacts on the Sand Hill Road corridor should be mitigated near residential uses.

### **Hydrology/Water Quality**

15. Stanford should be required to coordinate and cooperate, including funding, with the San Francisquito Creek Joint Powers Authority to provide meaningful large-scale upstream detention facilities to attenuate and manage flows in San Francisquito Creek.
16. The DEIR did not adequately respond to the City request that Stanford continue to work with the City of Menlo Park and other jurisdictions to develop a specific proposal for the detention of floodwaters on Stanford land that will result in a significant and measurable reduction in floodwaters reaching the floodplain areas within Menlo Park and neighboring jurisdictions. The City requests that existing and proposed runoff calculations from the project area for both the 10-year and 100-year storm event be provided for the City to review and that the impact be evaluated in a revised and recirculated DEIR. In addition, the City requests that any plans that show existing and proposed impervious improvements and potential alteration of drainage patterns be provided. Combined with the improvements downstream within San Francisquito Creek, the detention on Stanford land shall result in containment of flows from the 10-year and 100-year storm events within the detention site(s) and within the Creek to the extent feasible. The detention plan shall be designed and implemented by Stanford within a specific time line that is relative to the proposed development.
17. In addition, the City requests that the proposed General Use Permit include measures that either mitigate for increase flows and/or create no net increase in storm water runoff to the neighboring downstream communities that are located within the San Francisquito Creek Watershed Area.

### **Other Issues**

18. The DEIR dismisses the impact of new students, faculty and staff on neighboring library facilities positing that Stanford is an academic university with libraries and visiting a local library is not necessary. However, there are many reasons to visit a library--a college student's reason may be different from a faculty member who has a toddler and wishes to participate in story time at the library. If Stanford does not provide such services at its libraries, it is likely that there will be more visits to libraries in surrounding jurisdictions and potential impacts. The same is true of the impacts on parks and other community based recreation programs.
19. In anticipation of the Final EIR review period, the City requests that a minimum of 30 days be granted for public review.

## Scoping of Project-Specific Transportation Studies under Stanford GUP Condition of Approval G11

1/16/02

### Background

On December 12, 2000, Santa Clara County approved Stanford University's draft Community Plan and General Use Permit application and certified the associated Environmental Impact Report (2000 GUP EIR). This EIR analyzed the impacts associated with the construction of approximately 2 million gross square feet of academic and academic support uses, approximately 3,000 new housing units, and approximately 2,900 new parking spaces (the number of new parking spaces was limited to 2,300 in the final approval).

The traffic study in the 2000 GUP EIR estimated the new trips "generated" by additional students, faculty, and staff on campus and additional resident population from new housing. The additional generated trips were then "distributed" within the network and were allocated among traffic analysis zones, taking into consideration the anticipated location of housing areas and parking lots, as well as existing traffic patterns.

Mitigation measures to address the impacts of the 2000 GUP development were developed, and Conditions of Approval were attached to the 2000 GUP. These mitigation measures and conditions approached the impacts in a comprehensive manner, so that individual projects that were approved under the 2000 GUP would already have identified required mitigations. A summary of these comprehensive conditions follow:

- Condition G3: Stanford will meet a no net new commute trips standard
- Condition G9: If Stanford does not meet the no net new commute trip standard for any 2 out of 3 years, it will contribute funding for its proportional impacts at 15 intersections.
- Condition G10: If a neighborhood traffic study (of "cut-through traffic") is initiated by a local jurisdiction, Stanford will participate in the study
- Condition G11: Certain projects will require project-specific traffic studies
- Condition H2: Stanford will allocate funding of \$100,000 to the City of Palo Alto for a residential parking permit program

This memorandum outlines a proposed methodology for defining the scope of project-specific traffic studies required under Stanford GUP Condition of Approval G11. The scoping process recognizes that the project-specific traffic studies for projects that are fully consistent with the assumptions used in completing the 2000 GUP EIR should be limited to evaluation of site-specific impacts that were not previously addressed in the Program EIR (such as site access and safety). On the other hand, projects that could result in a substantially different trip distribution than evaluated in the 2000 GUP EIR, or that could substantially increase overall traffic beyond that evaluated in the 2000 GUP EIR, should receive a more detailed level of analysis. This more-detailed analysis, if warranted, would be documented in the project-specific traffic study, and would include analysis of intersection congestion. This memorandum describes the methods to be used for applying Condition G11 to future Stanford development. It defines: 1) applicable projects, 2) the intent of the Condition regarding the potential impacts of such projects, and 3) the methods through which the impacts of potential concern under Condition G11 should be examined. This memorandum is meant to be a guidance document that can evolve over the life of the 2000 GUP.

### Projects Triggering Condition G11

The following Stanford GUP projects will require project-specific transportation studies under Condition G11.

- Projects specifically defined as items (a) through (f) in the Condition. This includes additional housing in Escondido Village exceeding 100 units, West Campus and Legume faculty/staff housing development, basketball arena expansion or replacement, performing arts center, Stanford Avenue faculty/staff housing, parking lots or structures with a net increase of 400 spaces or more, and
- Projects of similar size and scale to those listed above. This includes: new or enlarged event venues that would result in peak hour traffic generation equal or greater than that of the basketball arena (assumed 12,000 seats) or performing arts center (1,500 to 1,800 seats in main hall and two smaller halls of 200 and 800 seats), or housing projects of more than 100 units near the border of campus.

As described below, the site-specific traffic study for projects meeting these criteria would include both: 1) an analysis of localized vehicular, bicycle and pedestrian access operations and safety, and 2) a screening analysis to determine whether the project might result in new or substantially more severe impacts on intersections than the impacts identified in the 2000 GUP EIR. If the screening analysis finds possible new or substantially more severe

Need to justify how 400 spaces or 100 housing units was determined. A preferred measure would be an equivalent number of vehicular trips instead of parking spaces or unit counts. These levels of development would easily trigger CMP review criteria alone. The City requests that a "trigger" of 50 peak hour trips be used to consistently and transparently address impacts.

Projects that would relocate academic square footage, housing units, and/or parking to districts beyond the level of development contemplated in the GUP.

intersection impacts than were disclosed in the 2000 GUP EIR, then a detailed intersection impact and mitigation analysis will also be prepared.

Academic projects not meeting any of the above criteria would not be subject to project-specific traffic studies under Condition G11. As discussed above, the traffic impacts of academic projects in the core of the campus have been assessed in the programmatic 2000 GUP EIR. In addition, traffic impacts are not dependent on the location of academic projects, because the occupants of these buildings will travel to parking areas, not to the buildings themselves, and large parking areas are subject to Condition G11. In addition, the County's design review procedures address pedestrian, bicycle, delivery and vehicular access safety and efficiency for academic projects.

### **Intent of Condition G11**

Condition G11 was imposed to address two potential situations: I.) projects that could increase congestion if new driveways would slow passing traffic, or would conflict with pedestrians and bicycles using bicycle paths, and II.) projects differing substantially from the assumptions in the 2000 GUP EIR, such that they would necessitate possible re-evaluation of GUP off-site impacts at the intersections previously studied in the 2000 GUP EIR.

I. The first concern was that, at a more micro-scale than the program-level issues addressed in the GUP EIR, a specific development project could affect conditions at individual site access points or along frontages at or near (i.e. within 1/4 mile) the project site. For example, in the case of EV 5/6, new traffic using the Escondido Village driveways could potentially slow passing traffic on Stanford Avenue or could conflict with pedestrians and bicycles using the adjoining bicycle path. To address this concern, Condition G11 calls for analysis of the effects within a project site, at project driveways, along project frontages, and at crossings up to about 1/4 mile of the site. Such an analysis typically covers project design details related to operations and safety of driveways, parking lots, access-point dimensions and access controls, emergency access, loading areas for passengers and material deliveries/ pick-up, street frontages, on-street parking/ loading, and bus stops. It also addresses bike lanes, bike racks and storage, sidewalks, and paths adjacent to and near the project site. This type of study will be performed for all projects subject to Condition G11.

II. The second concern addressed by Condition G11 is that the scale or location of a specific building or parking lot could change relative to the GUP EIR assumptions, so that GUP traffic could exceed the EIR's projection of buildout GUP traffic at EIR intersections. In addition, large-scale special event projects could create off-peak traffic impacts that were



not analyzed in the GUP EIR. To address these concerns, the Condition calls for a project-specific traffic study to:

- A. assess whether the characteristics of each applicable project might cause impacts at a GUP EIR intersection in excess of what the GUP EIR predicted would occur, and
- B. if additional significant impact might reasonably occur, to quantify the impact and, if significant, identify appropriate mitigations.

### **Procedure for Defining Study Scope and Content**

#### **I. Localized Access and Circulation Studies**

Localized access and circulation studies will address traffic, transit, pedestrian and bicycle safety and efficiency within a project site, at project driveways, along project frontages, and at crossings up to about 1/4 mile of the site. The analysis will cover project design details related to operations and safety of driveways, parking lots, access-point dimensions and access controls, emergency access, loading areas for passengers and material deliveries/pick-up, street frontages, on-street parking/ loading, and bus stops. It will also address bike lanes, bike racks and storage, sidewalks, and paths adjacent to and near the project site. Analysis methods will involve application of relevant County, City and/or Caltrans design standards, and techniques described in AASHTO and the Highway Capacity Manual. Stanford will submit the proposed scope of work to the County for comment prior to commencing the study. Stanford will also identify the proposed source of design standards and analysis techniques to be applied to the particular situation, for County acceptance prior to the study.

#### **II. GUP EIR Intersection Impacts**

##### **Stage A: "Screening" Analysis**

The Condition is fairly explicit on the methods for determining whether any excess impacts could reasonably be expected. However, to assure concurrence on assumptions and methods, Stanford will re-confirm the study scope with the County prior to initiating any Stage A analysis. This will include the assumptions on completed GUP projects to be included in the running-total cumulative analysis.



In general, the Stage A study scope will address the following.

Add 3. Whether local traffic conditions have changed substantially that differing impacts of the project could be reasonably expected.

1. Whether the project type and scale is similar to the examples listed as (a) through (f) in the Condition, and
2. Whether trip distribution analysis indicates that the location or size of the applicable project would differ substantially from the assumptions in the GUP EIR in a manner that would increase the expected amount of GUP buildout traffic at one or more GUP EIR intersection(s).

Each screening analysis report will contain a cumulative running total, by campus planning area, of the parking spaces created and removed under the GUP, and the number and type of housing units constructed under the GUP. These running cumulative totals will be compared to the area-specific buildout housing and parking totals assumed in the GUP EIR. If the running total exceeds the GUP EIR buildout total in any area, Stage B impact analysis will be conducted to determine the potential effects on EIR intersection(s).

This type of screening analysis should be performed for each project subject to Condition G11 in the site-specific traffic study. If a Stage A "Screening" analysis indicates that a specific project would raise the level of GUP parking or housing in any area of campus to a level greater than anticipated in the GUP EIR, then a Stage B analysis of the impact significance and mitigation would become necessary.

#### Stage B: Impact Assessment and Mitigation Approach

Like each Stage A report, each Stage B analysis report will contain the cumulative running total of parking spaces, housing and the student, faculty and staff population used to calculate project trip generation. It will compare those figures to the assumptions in the GUP EIR used to calculate trip generation and trip distribution. Each report will indicate the number of trips that the applicable project would add to each GUP intersection as well as the cumulative running-total of other GUP projects approved to date, using the same trip generation and distribution methods used in the EIR. The running cumulative trip total for each intersection will be compared to the GUP buildout trip total as reported in the GUP EIR. If the current total exceeds the GUP EIR buildout total at any EIR intersection, further Stage B impact analysis will be conducted at the affected intersection(s).

During the life of the 2018 GUP, it is expected that state law changes will result in modifications to the standards of significance, analysis methods and mitigation selection with regard to transportation and potentially GHG and Air Quality analyses. The conditions and required follow up analysis should acknowledge that these conditions may necessitate evolution of standards of significance, analysis methods and mitigation selection over time.

For consistency with the 2000 EIR, the further Stage B analysis will adhere to the established CEQA criteria for standards of significance, analysis methods, and mitigation selection.

Stanford will prepare a draft scope of work for the Stage B project-specific traffic analysis and submit it to the County for review and comment. The scope will adhere to the following guidelines:

1. For housing and parking projects, the assessment of traffic impacts at GUP intersections will use the same peak periods and same horizon year as used in the 2000 GUP EIR. The Condition G11 analysis will focus on the commute traffic peak periods, consistent with the 2000 GUP EIR. For special-event projects, such as the performing arts center, whose specific peaks would occur outside the normal area-wide traffic peaks studied in the 2000 GUP EIR, event-related time periods would also be addressed. -

2. The assessment of traffic impacts at GUP intersections will use the same assumptions concerning changes in non-GUP background growth as used in the GUP EIR, unless new information shows a substantial increase or decrease in background traffic levels relative to those assumed for 2010 in the 2000 GUP EIR.

3. Once any changes in background assumptions necessitated under Step 2 have been taken into consideration, the amount of project-specific traffic at any 2000 GUP EIR intersection will be added. The resulting traffic will only represent a new significant impact if, when added to traffic from other already-approved GUP projects, the cumulative running-total GUP impact exceeds the threshold of significance stated in 2000 GUP EIR.

4. Mitigation required for any new significant impact would first look to the ability of mitigations already identified in the 2000 GUP EIR to mitigate the impact to less-than-significant, including both EIR-listed intersection modifications and "no net new commute trip" accomplishment.

5. Any mitigation required beyond measures already identified in the GUP EIR would include two alternative approaches: further intersection modification and further reduction in commute-trip generation.

Stanford will also meet with County as necessary to discuss and refine the proposed scope of work and will obtain County approval before proceeding with the study.

If further reduction in commute-trip generation is allowed, the City requests the County ensure that such programs reduce trips directly in the impacted corridors to mitigate impacts.

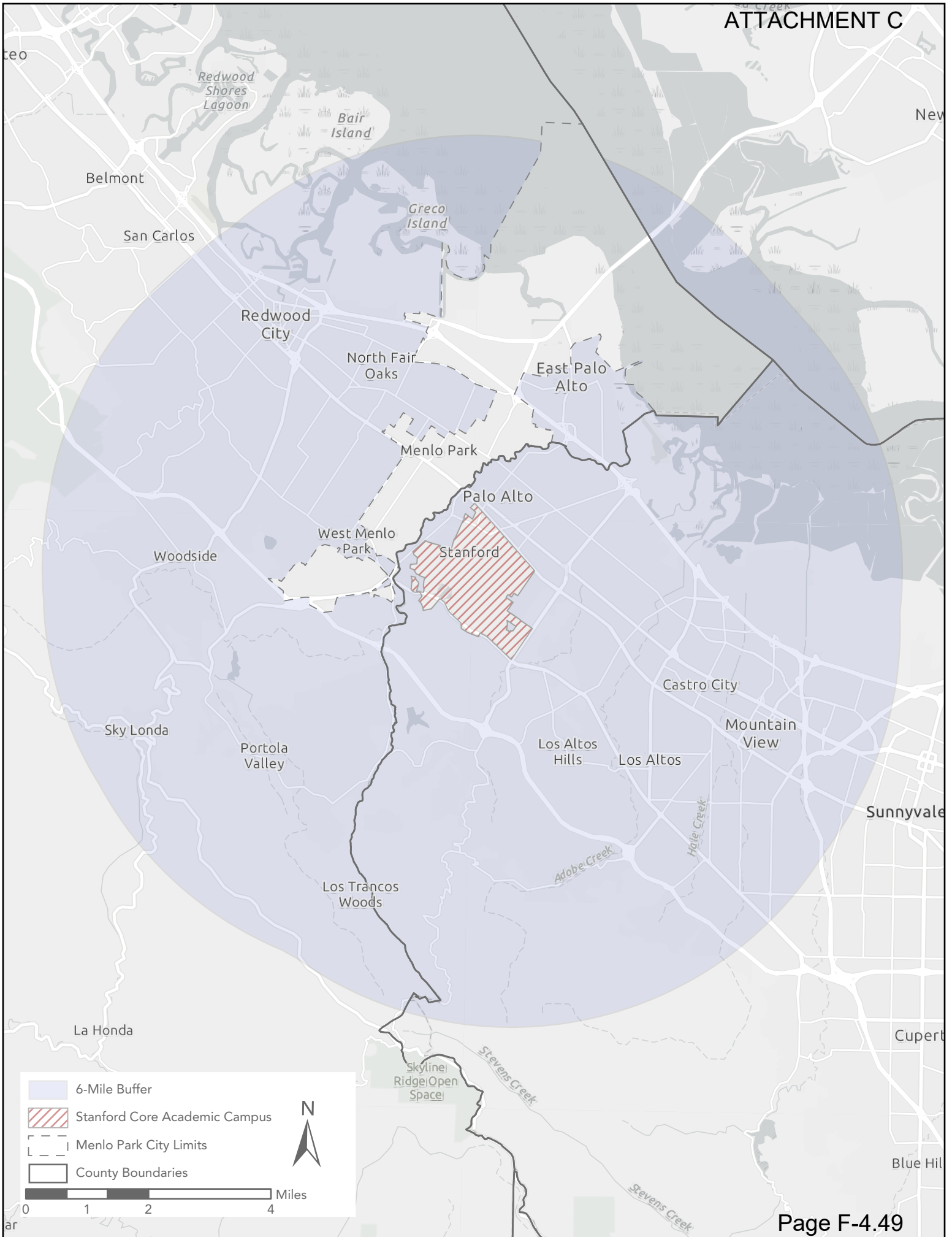
Other impacted jurisdictions should also be consulted on the scope. Page F-4.47

## **Summary**

Condition G11 specifies which projects will require project-specific traffic studies. Project-specific traffic studies will include 1) localized circulation impacts, and 2) screening analysis of whether there might be additional significant impacts beyond those identified in the 2000 GUP EIR. If screening analysis indicates changes in total GUP trip distribution compared to the EIR, then a re-analysis of impacts will be undertaken at affected intersections, using 2000 GUP EIR methodology, to determine whether significant impacts would result and to identify mitigations.

Stanford will prepare a scope of work for any project-specific traffic study and review it with the County and its consultant prior to beginning work.

The City requests that the relevant approval body be specified. Consistent with the request outlined in the City's comment letter, the City requests that the Board of Supervisors must consider any relocation of development to different districts within the campus.



- 6-Mile Buffer
- Stanford Core Academic Campus
- Menlo Park City Limits
- County Boundaries

Miles

0 1 2 4



**STAFF REPORT**

**City Council Meeting Date:** 10/15/2019  
**Staff Report Number:** 19-211-CC

**Regular Business:** Authorize the City Council subcommittee on the 2018 Stanford University general use permit application to submit a letter to the County of Santa Clara board of supervisors

**Recommendation**

Staff recommends that the City Council authorize the submittal of a letter to the Santa Clara County board of supervisors on the Stanford University 2018 general use permit application.

**Policy Issues**

The City's interest in monitoring the Stanford University general use permit (GUP) is consistent with prior actions taken by the City Council on proposed projects located in neighboring jurisdictions that could induce environmental impact to the City of Menlo Park. Specifically, the City Council's 2018 workplan identifies this project, which carried over to 2019.

This action is also consistent with policies and programs (e.g., LU-1.5, CIRC-1.B, CIRC-2.15) stated in the 2016 City general plan land use and circulation elements. These policies and programs seek to ensure Menlo Park goals and objectives are met for development within its sphere of influence and to collaborate with neighboring jurisdictions to develop, fund, and implement local and regional transportation planning/engineering efforts.

**Background**

Stanford University is a private university located on the San Francisco Peninsula. Stanford owns approximately 8,180 acres of land spanning across six governmental jurisdictions. These jurisdictions include: unincorporated areas of Santa Clara County and San Mateo County, the cities of Palo Alto, Menlo Park, and the towns of Portola Valley and Woodside. In 2000, the Santa Clara County board of supervisors adopted the Stanford University Community Plan and the 2000 general use permit for development primarily related to the core academic campus. In November 2016, Stanford submitted an application to Santa Clara County to update its current 2000 general use permit.

Background information summarizing the initial steps in the City's review of the GUP application is included in the November 13, 2018 City Council staff report (Attachment A.) The remainder of this report focuses on the City's review since December 2018.

**Analysis**

On December 11, 2018, the City Council selected Mayor Pro Tem Taylor and City Councilmember Nash to serve on the ad hoc subcommittee on the GUP. The subcommittee has tracked the project closely, in



particularly by participating with other San Mateo County jurisdictions most impacted by the Stanford GUP, specifically the county of San Mateo, Redwood City, East Palo Alto, Woodside, Portola Valley and Atherton plus the City of Palo Alto in Santa Clara County. The primary focus of the group has been on topics of transportation, housing, school, and fiscal impacts and opportunities for open space preservation and flood protection. This collaboration included the submittal of two letters to Santa Clara County in April and May 2019, included as attachment B.

On June 27, the Santa Clara Planning Commission recommended approval of the project to the board of supervisors. The following is a summary of the recent and remaining steps in the GUP process and tentative timelines as proposed by Santa Clara County:

- September 24: Study session
- October 8: Study session and first hearing in San Jose
- October 22: Second hearing in Palo Alto, City Hall at 6 p.m.
- November 5: Third hearing in San Jose at 1:30 p.m.
- November 19: Fourth hearing in San Jose in the afternoon (if needed)

Each member of the subcommittee appeared at the October 8 meeting and submitted comments, included as Attachment C.

This City Council meeting October 15 provides an opportunity for the subcommittee to report out to the entire City Council, discuss the project and remaining steps, and consider the submittal of a letter to Santa Clara County (Attachment D.)

### **Impact on City Resources**

The City has available resources and funds to review and respond to documents related to this project. No additional funds or resources are required at this time.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Hyperlink – City Council staff report, dated November 13, 2018  
[menlopark.org/DocumentCenter/View/18956/12---GUP-UPDATE](https://menlopark.org/DocumentCenter/View/18956/12---GUP-UPDATE)
- B. Letter from San Mateo County et. al., dated May 30
- C. Individual comments by Mayor Pro Tem Taylor and by City Councilmember Nash, dated October 8, respectively
- D. Draft letter to Santa Clara County board of supervisors

Report prepared by:

Justin Murphy, Deputy City Manager

**COUNTY OF SAN MATEO**  
**COUNTY MANAGER'S OFFICE**

Michael P. Callagy  
County Manager/  
Clerk of the Board

County Government Center  
400 County Center, 1st Floor  
Redwood City, CA 94063  
650-363-4121 T  
650-363-1916 F  
www.smcgov.org

May 30, 2019

Kathryn Schmidt, Chair  
Santa Clara County Planning Commission  
70 West Hedding Street  
San Jose, CA 95110

Subject: Stanford University General Use Permit Conditions of Approval

Dear Chair Schmidt:

San Mateo County and the cities of Atherton, East Palo Alto, Menlo Park, Portola Valley, Redwood City and Woodside are united in our efforts to ensure full mitigation of the impacts that will be experienced in San Mateo County if the development proposed by Stanford University's General Use Permit (GUP) application is approved. To this end, we appreciate and generally support the Conditions of Approval and Community Plan Amendments drafted by Santa Clara County, which do address some of the concerns of San Mateo County jurisdictions. We ask the Planning Commission to reflect upon the regional nature of this development and make adjustments to the Conditions of Approval in a manner that will comprehensively address our concerns outlined in our letter dated April 24, 2019 and attached hereto as Exhibit "A." We appreciate the time and consideration it has taken for Santa Clara County staff to draft these conditions, which we collectively see as a starting point in our combined regional efforts to ensure full mitigation of the impacts that will result from this GUP.

Some of the key conditions and amendments that provide important safeguards to avoid and offset the impacts of Stanford University's growth on San Mateo County neighborhoods and residents include those that:

- Require annual reviews, and a phased development process of five-year increments, to ensure that conditions of approval are complied with and mitigation measures are working effectively;
- Call for a Community Service Study to hold Stanford University accountable for the cost of services provided by local municipal service providers and other local districts and agencies;
- Mandate that Stanford University provide an amount of housing that addresses the needs of all students, faculty, and university workers within a six-mile radius of the campus;

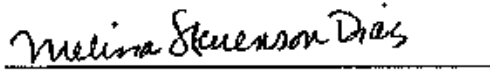
- Prohibit the increase in traffic congestion and impacts during commute and non-commute hours, using methods including but not limited to monitoring vehicle trips of both peak and non-peak directions and limiting growth in average daily traffic; and,
- Extend the Academic Growth Boundary for 99 years, protecting the foothills from development over that time.

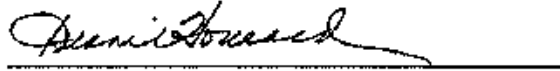
These conditions and amendments are an excellent start to addressing the San Mateo County coalition's concerns and provide a good baseline for further collaboration amongst the impacted jurisdictions. We are pleased to submit our general endorsement of your staffs' recommendation and look forward to collaborating with them on the refinements and supplements needed to ensure complete mitigation of the impacts that will be experienced in San Mateo County.


Sincerely,

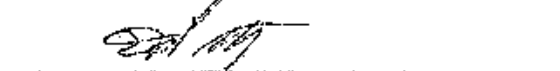
  
 Michael P. Callagy  
 San Mateo County Manager

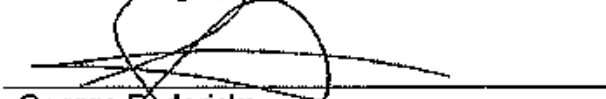
  
 Don Horsley  
 San Mateo County Supervisor, District 3

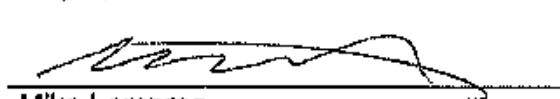
  
 Melissa Stevenson Diaz  
 City Manager, City of Redwood City

  
 Diane Howard,  
 Vice Mayor, City of Redwood City

  
 Kevin Bryant  
 Town Manager, Town of Woodside

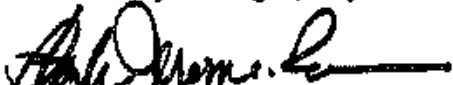
  
 Daniel Yost  
 Mayor, Town of Woodside

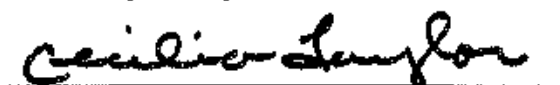
  
 George Rodericks  
 City Manager, Town of Atherton

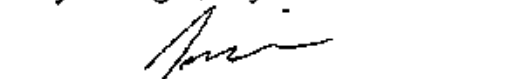
  
 Mike Lempres  
 Council Member, Town of Atherton

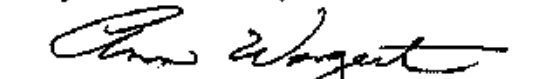
Sean Charpentier  
 Interim City Manager, City of East Palo Alto

Regina Wallace-Jones  
 Vice Mayor, City of East Palo Alto

  
 Starla L. Jerome-Robinson  
 City Manager, City of Menlo Park

  
 Cecilia Taylor  
 Mayor Pro Tem, City of Menlo Park

  
 Jeremy Dennis  
 Town Manager, Town of Portola Valley

  
 Ann Wengert  
 Mayor, Town of Portola Valley



Attachment: Exhibit A - April 24, 2019, letter to Supervisor Simitian

cc: Santa Clara County Supervisor Mike Wasserman  
Santa Clara County Supervisor Cindy Chavez  
Santa Clara County Supervisor Dave Cortese  
Santa Clara County Supervisor Susan Ellenberg  
Santa Clara County Supervisor Joe Simitian  
Jeffrey V. Smith, County Executive, County of Santa Clara  
Sylvia Gallegos, Deputy County Executive  
Jacqueline R. Onciano, Planning and Development Department Director, County of Santa Clara  
Rob Eastwood, Planning Manager, County of Santa Clara  
Geoff Bradley, M-Group  
Catherine Palter, Assistant VP for Land Use and Environmental Planning

**COUNTY OF SAN MATEO**  
**COUNTY MANAGER'S OFFICE**

Michael P. Callagy  
County Manager/  
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April 24, 2019

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www.smcgov.org

Via hand delivery and email

Honorable Supervisor Joe Simitian  
Santa Clara County Board of Supervisors  
County Government Center  
70 West Hedding Street  
San Jose, CA 95110

Dear Supervisor Simitian:

As you know, San Mateo County is extremely concerned about the environmental impacts that will be imposed on all jurisdictions in the vicinity of the development proposed in the Stanford University ("Stanford") 2018 General Use Permit ("GUP"). The GUP would authorize construction of an additional 2,275,000 square feet of academic and academic support facilities on the Stanford campus, an increase of more than 20 percent over current levels. Although the proposed development will take place on a portion of the Stanford campus that is within the jurisdiction of Santa Clara County, San Mateo County will experience significant and lasting impacts from the development due to its proximity to the Stanford campus. Of particular concern is the vulnerability of some San Mateo County neighborhoods to gentrification caused by the expected influx of new students and staff connected to Stanford's growth. The development of 5,500 new jobs and 9,610 new students/employees on campus, but only 500 new housing units for employees will significantly exacerbate the housing crisis and associated traffic gridlock that we are all experiencing now.

San Mateo County wholeheartedly supports the proposition that Stanford be held accountable to provide every unit of housing necessary to meet the demand generated by the implementation of the large-scale development that would be authorized under the Stanford GUP, especially given the severe housing shortage.

San Mateo County has formed a committee consisting of elected officials and staff from jurisdictions most impacted by the development contemplated in the Stanford GUP; specifically, the County of San Mateo, Redwood City, Menlo Park, East Palo Alto, Woodside, Portola Valley and Atherton. The City of Palo Alto has also recently joined our committee. This committee has met several times and we are united in our resolve to ensure that all the impacts of this massive development on our collective neighborhoods are mitigated in the development agreement related to the GUP. To the extent Santa Clara County expects impacts within its jurisdiction to be fully mitigated by Stanford, it is axiomatic that San Mateo County expects the same result.



The purpose of this correspondence is to identify the measures that should be imposed on Stanford. Santa Clara County should require in its development agreement with Stanford, the below mitigations in order to offset the impacts of the Stanford's growth on housing, transportation, stormwater, and public services within San Mateo County.

1. Establish an evergreen fund of \$196 million in order to fund the creation of affordable housing units within San Mateo County.

As described by the Final Environmental Impact Report ("FEIR"), the 2018 GUP will result in demand for 2,425 off-site housing units. The FEIR estimates that 27 percent of that growth in households will occur within San Mateo County, resulting in the need for 655 units. To determine the impact of this increased demand for housing, we have conservatively assumed that half the housing demand can be met by preservation and rehabilitation of existing units, and half the housing demand must be met by creating new housing units. The cost for new "ground-up" affordable housing in our community is \$450,000 per unit and the acquisition and rehabilitation of an existing unit is \$150,000. Given these assumptions, the cost of fully mitigating Stanford's housing impact on San Mateo County is \$196,000,000. Accordingly, we believe Stanford should establish an evergreen fund of \$196,000,000 over the life of the GUP to fully mitigate housing impacts in our community by funding the creation of affordable housing units in San Mateo County. To ensure the nexus with Stanford development, the funds would be expended in San Mateo County within the six-mile radius of Stanford.

2. Contribute a minimum of \$4.62 million to roadway and intersection improvements in San Mateo County.

The proposed increase in Stanford's population will unavoidably result in more trips on local roads, which will increase congestion throughout the day, and result in additional delays at intersections that are currently performing below desired levels of service. In addition, implementation of the GUP will lead to significant construction-related impacts, including increased numbers of truck trips, which will adversely impact road conditions.

The "No New Net Trips" Stanford refers to in all of its documents is misleading. The timeline Stanford refers to is a small window of time during commute hours. It is our belief that traffic impacts should be looked at holistically in regard to average daily trips to and from the campus as the region is experiencing traffic congestion throughout the day and that traffic congestion will only be exacerbated by the proposed development. This would dictate a broader view of the traffic created by this proposed development and we are happy to collaborate with Santa Clara County to determine the true average daily trip traffic and the expected impact of this development.

It is clear roadways and intersections that provide access to and from the Stanford main campus are in need of improvement including Sand Hill Road, Alpine Road, the Highway 280/Alpine Road Interchange (estimated cost of improvements is \$16 million), Middlefield Road (estimated cost of improvements is \$19 million), Valparaiso Avenue (estimated cost of improvement \$3 million) Santa Cruz Avenue (estimated cost of improvements is \$6 million), University Ave (estimated cost is \$5 million).

Other local roadways that are impacted and in need of improvement include, Bayfront Expressway, Willow Road, El Camino Real, and Middlefield Road, particularly at its intersection with Marsh Road (estimated cost of improvement is \$35 million). Stanford's proportional share of these and other needed roadway improvement costs should be a minimum of 5.5 percent, based on population projections contained in the FEIR which show that in 2035, the daily population of Stanford will be over 5 percent of the total population of San Mateo County.

3. Contribute a minimum of \$15 million towards bicycle and pedestrian improvements in San Mateo County.

The Stanford GUP will also increase the number of people traveling to and from the Stanford campus by foot and by bicycle. The increased vehicular traffic caused by the development will require safe bicycle and pedestrian alternatives to driving through our communities to get to Stanford. Trail and roadway improvements needed to accommodate and facilitate these forms of access include the University Avenue/Highway 101 pedestrian/bicycle overcrossing (\$14 million), the Dumbarton Rail Spur Trail (\$5.5 million), the Middle Avenue pedestrian/bicycle crossing in Menlo Park (\$16 million), increase capacity of safe bicycle and pedestrian routes between Stanford and Menlo Park across San Francisquito Creek such as at San Mateo Drive bike bridge (\$5 million), new bicycle facilities on Middlefield Road (estimated costs of improvements is \$8 million in Redwood City, and \$3 million in San Mateo County), filling in gaps on the Bay Trail, designing and building the permanent Peninsula Bikeway, and new and enhanced bicycle facilities on Alameda de las Pulgas.

4. Contribute \$5 million to addressing stormwater management/ flooding prevention needs.

Given the existing and future flow of stormwater from Stanford lands into the San Francisquito Creek watershed, and associated problems of downstream flooding, Stanford should provide a fair share contribution to the Bayfront Expressway Improvements (estimated cost of \$9 million for Phase 1 and \$20 million for Phase 2) and other stormwater infrastructure needs (e.g., improvements to the Atherton drainage channel). Stanford should commit to reducing flows in San Francisquito Creek by making a financial contribution to the San Francisquito Creek Phase II project and by increasing upstream detention facilities on Stanford property.

5. Expand its free shuttle/bus service.

Stanford should expand its free shuttle/bus program, by providing service between the main campus and the Redwood City campus in order to minimize passenger vehicle traffic between the two campuses, among other possible expansions. In addition, the shuttle/bus program should be accessible to the general public and include stops and routes that serve communities impacted by Stanford traffic, including a route along University Avenue in East Palo Alto, Willow Road and Marsh Road in Menlo Park, as well as El Camino Real from Stanford to Redwood City and expand hours.

6. Require its contractors to avoid using trucks on local specified roads.

In order to protect public safety and avoid damage to local roads, Stanford should require its contractors to avoid using large construction trucks on streets near schools, senior centers, and community centers as well as significant residential populations including Sand Hill Road, Alameda de las Pulgas, Middlefield Road, Oak Grove Avenue, Ravenswood Avenue, Santa Cruz Avenue, Willow Road, University Avenue and Alpine Road.

The cost of enforcing this provision should be the responsibility of Stanford as local public safety resources are already over taxed.

7. Not initiate construction of new projects under the Stanford GUP until specific roadway improvements and supplemental traffic analyses are completed.

Vehicular access to and from Stanford relies on certain key intersections that are currently functioning below desired levels of service. These include the 280/Alpine Road, 280/Sand Hill Road, and Alameda de las Pulgas/Santa Cruz Avenue intersections. In order to prevent Stanford's growth from further eroding levels of service at these intersections, specific projects proposed under the Stanford GUP should not be constructed until the needed improvements to these intersections have been made. In addition, Transportation Impact Analyses should be performed in consultation with San Mateo County prior to initiating construction of any new projects under the GUP to determine the additional specific transportation and circulation improvements that should accompany each specific project.

8. Pay \$6.78 million in-lieu property taxes to impacted local public agencies.

To offset the loss in property tax revenues that local governments experience as a result of Stanford's non-profit status, Stanford should enter into Payment in Lieu of Taxes (PILOT) agreements, in which Stanford would make annual payments in an amount equal to the portion of the real and personal property tax levy that the relevant public agencies would have otherwise received from a non-tax-exempt property owner.

Secured property:

The assessed value exempted for Stanford University in 2018 in San Mateo County is \$418,515,690.00. At 1% tax rate, this would translate to \$4,185,156.90 in exempted tax revenue.

Unsecured property:

The assessed value exempted for Stanford University in 2018 in San Mateo County is \$251,474,950.00. At 1% tax rate, this would translate to \$2,514,749.50 in exempted tax revenue.

The total Secured and Unsecured property assessed value exempted for Stanford University in 2018 in San Mateo County was \$669,990,640.00. At 1% tax rate, this would translate to \$6,699,906.40 in exempted tax revenue.

The apportionment to the impacted areas is attached hereto as Exhibit "A." Such payments are needed to ensure the provision of public services and benefits upon which Stanford's population depends, such as educational, open space and emergency services.

9. Provide educational opportunities to the communities impacted by its growth.

Stanford should help solve regional problems and strengthen civil society by supporting initiatives to enhance educational outcomes for pre-college students, and by offering educational opportunities for local governments, school districts and their schools, and non-profit organizations.

Stanford has a rare opportunity to reverse historical patterns of segregation and disinvestment, replacing them with equitable development. Stanford can prevent displacement and promote equitable revitalization to ensure safe and just communities. A focus on racial equity and impact investment are opportunities for inclusive job creation and economic security for homegrown talent. These initiatives establish healthy neighborhoods and blossoming communities.

10. Ensure that Stanford GUP-related impacts within San Mateo County jurisdictions are either directly mitigated, or that such jurisdictions have appropriate access to and use of mitigation funds.

Stanford should ensure that the impacts of its growth are fully mitigated within the communities that are experiencing these impacts by providing the mitigation funds described in this letter directly to the impacted local jurisdictions. In the event that mitigation funds must be held and allocated by Santa Clara County, Stanford should insist that impacted jurisdictions within San Mateo County have equal access to the mitigation funds, and equal involvement in the process for allocating and programing these funds.

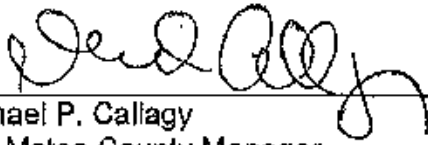
11. Provide or help fund the provision of child care for people living, working or studying on the Stanford campus.

A 2017 study by Brion Economics determined that it costs \$42,000 to provide one child care space, and that cost has likely increased since that time. Given that there is already a deficit in child care service in San Mateo County, and that the proposed expansion of the Stanford campus will generate increased demand for child care by those living, working or studying on the Stanford campus, Stanford should strive to meet that demand.

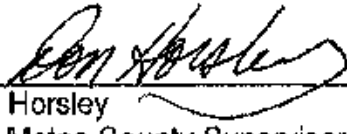
Supervisor Simitian on behalf of the entire San Mateo County GUP Committee, we would like to thank you for your leadership in this matter. This is one of the largest and most impactful projects our collective counties' will face and full mitigation of the impacts in both of our county's is what we need to strive for as we face a crisis in housing, traffic congestion along with all the other impacts enumerated above.

We look forward to working with you and your colleagues to ensure our collective regional interests are addressed in the conditions of approval and the development agreement with Stanford University.

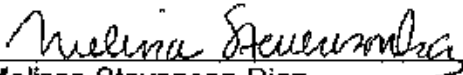
Best regards,



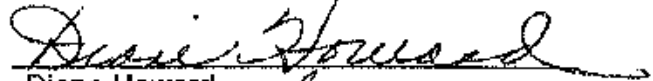
Michael P. Callagy  
San Mateo County Manager



Don Horsley  
San Mateo County Supervisor, District 3



Melissa Stevenson Diaz  
City Manager, City of Redwood City



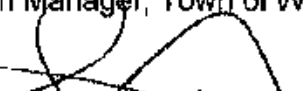
Diane Howard,  
Vice Mayor, City of Redwood City



Keviri Bryant  
Town Manager, Town of Woodside



Daniel Yost  
Mayor, Town of Woodside



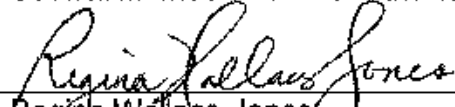
George Rodericks  
City Manager, Town of Atherton



Mike Lempres  
Council Member, Town of Atherton



Sean Charpentier  
City Manager, City of East Palo Alto

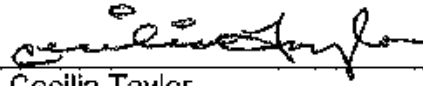


Regina Wallace-Jones  
Vice Mayor, City of East Palo Alto

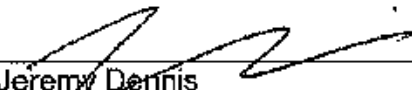
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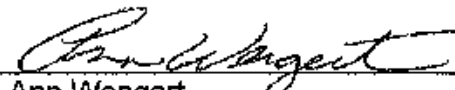
Starla L. Jerome-Robinson  
City Manager, City of Menlo Park



Cecilia Taylor  
Mayor Pro Tem, City of Menlo Park



Jeremy Dennis  
Town Manager, Town of Portola Valley



Ann Wengert  
Mayor, Town of Portola Valley

Attachment: Exhibit A – Apportionment to the Impacted Areas

- c: Jeffrey V. Smith, County Executive, County of Santa Clara
- Rob Eastwood, Planning Manager, County of Santa Clara
- Tom DuBois, Council member, City of Palo Alto
- Geoff Bradley, M-Group

**Exhibit A**  
**Apportionment to the Impacted Areas**

**Reductions to the 1% General Property Tax Due to Exemptions**  
**Stanford University**  
**Fiscal Year 2018/19**

<b>Taxing Entity</b>	<b>Amount</b>
General County Tax	1,620,331.35
Free Library	86,602.81
County Fire Protection Structure	153,789.15
City Of East Palo Alto	2,653.61
City Of Menlo Park	121,454.11
City Of Redwood City Area 1	889,850.14
City Of Redwood City Area 3	4,600.55
City Of Woodside	34.17
Las Lomitas Elem Genl Purpose	512,165.46
Menlo Park City Elem Genl Pur	39,619.08
Portola Valley Elem Genl Pur	18,768.43
Ravenswood Elem Genl Purpose	1,986.79
Redwood City Elem Genl Pur	972,711.14
Sequoia High Genl Purpose	1,068,309.05
Sm Jr College Gen Pur	463,913.08
Menlo Park Fire District	161,990.52
Woodside Fire District	16,338.19
Fair Oaks Sewer District	39,369.82
East Palo Alto Sanitary District	311.88
Atherton Channel Drainage	27.02
Campo Bello Univ Pk Drn Maint	4.98
San Francisquito Crk Fld Zn 2	6,157.36
Ravenswood Slough Flood Zone	7.77
Epa Drainage Maintenance District	178.42
Menlo Park Lighting	163.24
Ravenswood Lighting	32.52
Ladera Recreation District	195.16
Midpeninsula Reg. Open Space	125,616.01
Bay Area Air Quality Management	14,295.13
County Harbor District	24,115.86
Smc Mosquito & Vector Control District	13,128.21
Sequoia Hospital District	99,758.88
County Education Tax	241,426.51
<b>Total</b>	<b>6,699,906.40</b>



Santa Clara County Board of Supervisors meeting on October 8, 2019  
Stanford GUP

My name is Cecilia Taylor and I am the Mayor Pro Tem of Menlo Park. I am the first elected representative from my community in multiple decades.

My community, the Belle Haven Neighborhood, is isolated from the rest of the City. We are bound by Highway 84/Willow Road, the Bayfront Expressway (the Connection to the Dumbarton Bridge), and the 101 Freeway. We are surrounded by weekday traffic, locked in the neighborhood in the mornings and locked out in the evening. The morning traffic period does not end until after 10:30am and the afternoon traffic begins again at 2:30pm.

I Believe Equitable Development is Necessary and Achievable. It requires an intentional and thoughtful focus on eliminating inequities and barriers. Good Governance in Land Use, Zoning, Policy, and Programs provides a healthy, safe, and inclusive guidelines moving forward. Good Governance also provides a voice and influence in the decisions that shape our neighborhoods and our Cities. Equitable Development can reverse patterns of segregation, Equitable Development can reverse disinvestment, Equitable Development can Prevent Displacement, and promote revitalization throughout our communities.

We, the City of Menlo Park, are united with San Mateo County along with the City of East Palo Alto, Redwood City, Atherton, Portola Valley and Woodside, Please require Stanford to fully mitigate the impacts of its development activities on all the neighboring communities in Santa Clara and San Mateo Counties.

Thank you for your time!

Cecilia Taylor, Mayor Pro Tem  
City Council  
701 Laurel Street  
Menlo Park, CA 94025

Santa Clara County Board of Supervisors meeting on October 8, 2019  
Public Comments – Stanford GUP

Good afternoon. My name is Betsy Nash, and I serve on the Menlo Park City Council.

As I mentioned at the last Board meeting, Menlo Park, like other cities in the area, continues to struggle with inadequate housing availability and housing affordability, and traffic congestion that chokes our streets.

Stanford's proposal to expand under the 2018 General Use Permit will further aggravate these already serious problems, and it is hard to overstate the adverse impacts.

One of the biggest impacts of Stanford expansion is that it creates new demand for housing for Stanford's students, faculty, staff and other workers. Stanford wants other communities, such as Menlo Park, to house a significant number of these people. However:

- Cities do not have available land for this new housing. Stanford does.
- When Stanford takes over an existing housing complex, either built or proposed, it takes away housing units that cities are already counting on to house workers for existing jobs and it does nothing to help the jobs/housing imbalance. This was the case you heard about in Los Altos and it has many detrimental impacts.

So please require Stanford to **fully mitigate the impacts of its development activities on all the neighboring communities in Santa Clara and San Mateo counties.** Including building necessary housing on their own land.

Thank you.

Betsy Nash  
Menlo Park City Council  
bnash@menlopark.org



October 10, 2019

Santa Clara County Board of Supervisors  
County Government Center  
70 West Hedding Street  
San Jose, CA 95110

**RE: Stanford University 2018 General Use Permit**

Dear Supervisors,

I am writing on behalf on the entire Menlo Park City Council. Menlo Park is extremely concerned about the environmental and fiscal impacts that will be imposed on all jurisdictions in the vicinity of the development proposed in the Stanford University 2018 General Use Permit.

As you know, Menlo Park has been participating with other San Mateo County jurisdictions most impacted by the Stanford GUP, specifically the County of San Mateo, Redwood City, East Palo Alto, Woodside, Portola Valley and Atherton plus the City of Palo Alto in Santa Clara County. We continue to be committed to working collaboratively with these other jurisdictions.

Stanford needs to be held accountable for offsetting its impacts on its own lands and not adversely affecting its neighbors. Prior to taking any final action on the project in November 2019, please require Stanford to fully mitigate the impacts of its development activities on all of the neighboring communities in Santa Clara and San Mateo counties.

Sincerely,

Ray Mueller  
Mayor



**Town of Atherton  
Office of the Mayor  
80 Fair Oaks Lane  
Atherton, California 94027  
Phone: (650) 752-0500**

September 9, 2022

Honorable Joe Simitian  
Santa Clara Board of Supervisors  
70 West Hedding Street  
East Wing, 10<sup>th</sup> Floor  
San Jose, CA 95110

**SUBJECT: STANFORD GENERAL USE PERMIT (GUP) – COMMUNITY PLAN**

Dear Supervisor Simitian:

Thank you for the opportunity to comment on the Stanford GUP process. The Town was very involved in the public process for the 2019 GUP and while Stanford may have withdrawn its application for a new GUP, the Town remains very concerned about the impact of some of their development, both today and in the future.

The Town believes that it is vital that the Stanford Community Plan be rigorously updated, particularly after being essentially dormant for more than 20 years. The Town generally supports the staff recommendations and believes that they are consistent with the 2019 discussions. We too have specific concerns with some of Stanford's recommendations for changes to the Community Plan. These concerns relate to a dilution of policies that already exist in the Community Plan.

- We do not support removing the trip-based standards from the Circulation Chapter, including for peak period and reverse commute trips;
- We do not support allowing for use of an in-lieu fee for affordable housing units as such funds never go far enough to address the real need; and
- We do not support allowing for housing built under the current GUP to be credited to a future GUP.

Thank you for hearing our concerns and please support the staff recommendations.

Sincerely,

A handwritten signature in blue ink that reads "Rick DeGolia". The signature is written in a cursive, flowing style.

Rick DeGolia, Mayor

cc: City Council



**1 North San Antonio Road  
Los Altos, California 94022-3087**

September 14, 2022

**Subject: Agenda Item #7 – September 15, 2022, Stanford Community Plan Update**

Dear Members of the Santa Clara County’s Housing, Land Use, Environment, and Transportation Committee,


I am writing on behalf of the Los Altos City Council to provide comment on the above-referenced Agenda Item 4 regarding the Report on Growth and Development, Land Use, Open Space, Resource Conservation, and Health and Safety chapters to be included in the Stanford Community Plan Update (“Report”). Thank you for the opportunity to do so. Thanks also to staff for putting together such a comprehensive report. Like many jurisdictions that are in close proximity to the subject Stanford property, the City of Los Altos was involved in the public process for the 2019 General Use Permit. While Stanford University (the “University”) may have withdrawn its application for a new General Use Permit (“GUP”), Los Altos remains very concerned about the impacts of the University’s development on our community both today and in the future. Therefore, we believe its important that the Community Plan be rigorously updated, after more than 20 years of being on the shelf. It needs to be done prior to there being a new use permit under review. Accordingly, we believe the staff recommendations contained in the Report are consistent with where the 2019 process left off, and we support those recommendations. We also have specific concerns about certain requests that we believe would weaken the effectiveness of policies in the Community Plan, including:

- removing the trip-based standards from the circulation chapter, including peak period and reverse commute trips;
- allowing for use of an in-lieu fee for affordable housing units when those fees are insufficient to actually result in the number of units needed; and
- allowing for housing built under the current GUP to be credited to a future GUP.

These concerns are born out of our experience from being a close neighbor (it is not often recognized that our downtown is less than 6 miles from the university campus). Los Altos has been directly impacted by the University’s acquisition of housing in Los Altos and resultant increase in traffic congestion on our streets. As we all know, affordable housing is a regional issue, and increasing opportunities for biking, walking, and transit are key to safer streets and cleaner air.

Thank you for hearing our concerns, and please support the staff recommendations addressing those concerns.

Sincerely,

DocuSigned by:  
  
1F83149D1EF847A...  
Anita Enander  
Mayor, City of Los Altos

cc: Members, Santa Clara County Board of Supervisors  
Members, Los Altos City Council

September 14, 2022

Jacqueline Onciano, Director  
Department of Planning and Development  
Santa Clara County Planning Office  
70 W. Hedding Street  
7<sup>th</sup> Floor, East Wing  
San Jose, CA 95110

RE: Stanford Community Plan Update

Dear Ms. Onciano & Staff:

The City of Palo Alto thanks the County for the valuable work that has been put into the Draft Stanford Community Plan and we appreciate the opportunity to comment on the update. The City supports this effort as an important next step in planning for the future of the unincorporated Stanford University lands, and we appreciate the County's public engagement efforts and opportunities for input on the issue. This is particularly important to the City given Stanford's adjacency and impacts on Palo Alto.

In the context of the *'1985 Land Use Policy Agreement'* between the County, Stanford, and Palo Alto, we offer the following comments and request additional opportunities for continued engagement to fully understand the implications of the SCP on Palo Alto. The issues of primary concern to the City, based on information available at this time, are briefly highlighted below:

A. Housing

1. House students/employees on Stanford-owned properties. We suggest that the University continue to strive to house all its students and employees on Stanford-owned properties. Given the very great challenges of meeting Palo Alto's current RHNA mandate for over 6,000 housing units in the coming eight-year period, we are concerned by the SCP proposal to allow up to 30% of Stanford's housing requirements on Stanford owned lands that are contiguous to the University. These sites would be primarily in Palo Alto on land (primarily the Stanford Research Park) that the city is seeking to be used for housing for those who work in the City. In addition, Stanford should be required to evaluate other properties within its academic growth boundary for housing.
2. Build housing before academic buildings. We encourage policy that builds housing first then allows academic development.
3. County's Housing Opportunity Sites on Stanford Lands. The County's Draft Housing Element identifies three housing opportunity sites with potential for between 1,680 and 2,160 dwelling

units that represents between 53-69% of the total Regional Housing Needs Allocation for the County.

- This is substantial planned growth adjacent to the City limits, which is only second to the opportunity sites located adjacent to the City of San Jose. However, in contrast, the Stanford sites are concentrated in one area, creating the potential for a greater impact on Palo Alto.

## B. Circulation

1. Parking Impacts: Stanford should be required to pay for mitigation of parking impacts which could include the initiation and operation of necessary Residential Parking Programs (RPP).
  2. Transportation Demand Management (TDM) Program Changes: Palo Alto is greatly impacted if the Stanford TDM program fails. For Stanford's TDM to work, it needs to invest in Palo Alto infrastructure and transit.
    - The new Trip Reduction approach in lieu of fair-share intersection payments and the Trip Credit Methodology needs to be clarified and explained.
    - It is not appropriate that Stanford Research Park trips reduced are being used as trip credits for campus development.
    - A better approach would be to target trip reduction activities to non-Stanford employees without access to TDM programs.
  3. In lieu of fair share intersection payments: Expansion, integration, and transparency of the Marguerite system into the City of Palo Alto neighborhoods, in collaboration with the City, should be considered or required. Financial support of local transit in lieu of Marguerite expansion is a preferred consideration. Moreover, it would be appropriate to provide funds additional bicycle/pedestrian and vehicular crossings of the Caltrain corridor.
- C. 27 University Property and the Caltrain Station: Stanford owns these key parcels, which constitute the busiest Caltrain station. Stanford's entities rely on Caltrain as the backbone of its TDM program. Future planning of this site should be an important consideration in the SCP.
- D. Stanford's shift to Life Sciences: This shift introduces potentially hazardous materials, and its handling and storage of these materials affects the City's interest in locating additional housing in and around the Stanford Research Park.
- E. Impacts of Stanford Acquiring Land in Palo Alto: The City has concerns regarding Stanford acquiring land in Palo Alto and how this affects the City's property tax revenue when used for 'academic' purposes as defined in the *1985 Agreement*, including housing for faculty. Palo Alto is concerned with the prospect of Stanford owned housing within the City being exempt from property taxes despite additional impacts of those residents on our public schools and city services. Palo Alto seeks full disclosure by Stanford of University owned properties within the city limits, their status, and a calculation of tax revenue lost.

We would be happy to meet with you and Supervisor Simitian if such a meeting would help resolve any of these issues or concerns. If there are any questions regarding the specific SCP update comments attached, please contact our Planning Director Jonathan Lait at [Jonathan.lait@cityofpalto.org](mailto:Jonathan.lait@cityofpalto.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Burt". The signature is written in a cursive, slightly slanted style.

Mayor Pat Burt

Cc Palo Alto City Council  
City Manager Ed Shikada  
City Attorney Molly Stump  
Jonathan Lait/File



Mayor Giselle Hale  
Vice Mayor Diana Reddy

Council Members  
Alicia C. Aguirre  
Lissette Espinoza-Garnica  
Jeff Gee  
Diane Howard  
Elmer Martinez Saballos



1017 MIDDLEFIELD ROAD  
Redwood City, California 94063  
Telephone (650) 780-7220  
[www.redwoodcity.org](http://www.redwoodcity.org)

September 14, 2022

County of Santa Clara Housing, Land Use, Environment, and Transportation Committee (HLUET)  
Supervisor Mike Wasserman, Chairperson  
Supervisor S. Joseph Simitian, Vice Chairperson

Public Comment for September 15, 2022 Regular Meeting Regarding Agenda Item #7, Stanford  
Community Plan  
Submitted via email: [hluetagenda@cob.sccgov.org](mailto:hluetagenda@cob.sccgov.org)

Dear Chair Wasserman and Vice Chair Simitian,

On behalf of the City of Redwood City, we would like to comment on Agenda Item 7, the Stanford Community Plan. The City of Redwood City participated in the public process regarding the 2019 General Use Permit and remains very interested in future development plans for Stanford University. We value the University's presence in Redwood City, and its contributions to the region. We also support efforts to ensure that future development complements – and does not undermine - work being done in Redwood City and throughout the region to meet critical needs for housing and transportation.

Fundamentally, we support the County's efforts to ensure that new development does not burden adjacent communities. Updating the Community Plan after 20 years is a critical step, and we support County staff recommendations.

Based on our experience in striving to meet community needs for housing and circulation, we support including the following policies in the Community Plan:

- Trip-based standards, including peak period and reverse commute trips
- Requiring construction of affordable housing to ensure housing is developed in a timely manner, rather than allowing for use of an in-lieu fee for affordable housing units

We do not agree that housing built under the current GUP should be credited to a future GUP, or that Stanford should receive credit for housing that occurs off campus.

Thank you for considering our concerns and for your service.

Sincerely,

A handwritten signature in cursive script that reads "Giselle".

Giselle Hale, Mayor

Cc: Redwood City City Council  
Kristina Loquist, Chief of Staff, Supervisor Simitian



September 14, 2022

Jacqueline Onciano  
Director of Planning and Development  
County of Santa Clara  
70 West Hedding Street, 10th Floor  
San Jose, CA 95110

STANFORD UNIVERSITY COMMUNITY PLAN

Dear Ms. Onciano:

Thank you for the opportunity to review the latest information on the Stanford Community Plan. This letter includes the City of Mountain View's support and comments related to potential housing and transportation project-related impacts. While we detail specifics below, we are in support of the Stanford Community Plan. Stanford should provide a number of dwelling units commensurate with, and timing concurrent with, any growth in students, post-docs, or employees and should adopt strategies to eliminate any net new vehicle trips to the campus.

**Housing**

The City of Mountain View supports the Stanford Community Plan's strategies to increase the supply and affordability of housing and balance housing needs with neighborhood conservation. In particular, the City of Mountain View supports the following strategies included in the Stanford Community Plan:

- “• Strategy No. 1: Increase the Supply and Affordability of Housing
  - Sub-Strategy 1A: Plan for an Adequate and Balanced Housing Supply
  - Sub-Strategy 1B: Facilitate and Expedite Needed Residential Development
  - Sub-Strategy 1C: Augment Affordability Programs and Funding
- Strategy No. 2: Balance Housing Needs with Neighborhood Conservation”

The City of Mountain View also has the following recommendations:

- Jobs/Housing Linkage: The County should ensure the Stanford Community Plan's housing development is constructed concurrent with its academic development. Approval of significant new academic development without such assurance could exacerbate housing shortages by adding population without augmenting housing supply. The City of Mountain

View has implemented this strategically through the East Whisman Precise Plan as noted later in this letter.

- Neighborhood Compatibility: The housing units required by Strategy No. 1 should not be scaled back; however, design and landscaping features to address neighborhood compatibility should be included.
- Affordable Housing Fees: We recommend setting the fees for both on- and off-campus development on the high end of the supportable range provided by the nexus study at the same time that the Stanford Community Plan is approved.

### Transportation

The City of Mountain View is supportive of a Vehicle Miles Traveled (VMT) focused approach in addition to the long-standing “no net new commute trips” performance standard. The City of Mountain View supports the following performance standards that will allow Stanford to continue to grow while not substantially adding more traffic and VMT:

- “• *Vehicle Miles Traveled (VMT)*. Consistency with the VMT standards per SB 743 encourages alternative modes of transportation, such as walking and biking, better access to daily destinations, reduction in commute times, less sprawl, and will improve air quality resulting from less auto emissions.
- *No net new commute trips*. This performance standard is defined as no additional trips above a measured base level during the AM and PM peak-hour (1 hour) and has been in effect since 2001. The AM and PM peak-period (3 hours or more) standard is new with this plan update and is during the peak commute time in the campus commute direction. This standard ensures that there will be no additional automobile trips over an established baseline determined by the Stanford Traffic Monitoring Program, which includes extensive data collection efforts, including cordon counts, parking counts, parking ratios, cut through traffic percentages, and trip credits recorded on an annual basis since 2001.
- *Reverse Trips*. This performance standard controls the growth in reverse commute trips so as to not contribute substantially to local area congestion. This applies to the peak hour (1 hour) and the peak period (3 hours).”

The City of Mountain View is also supportive of the Stanford Community Plan strategies for circulation and the policies and implementation measures for each strategy.

### **Strategies For Implementation**

The City of Mountain View has substantial experience with the translation of land use policies into implementation through its recent Precise Plans as discussed below. We would be happy to provide further input from our experience with these issues.

- The East Whisman Precise Plan provides specific implementation strategies to link additional job growth with housing growth (i.e., jobs-housing linkage). It includes a Bonus Floor Area Ratio program to ensure the new development provides benefits and a Jobs-Housing Linkage Plan to facilitate residential development. The East Whisman Precise Plan can be found at [www.mountainview.gov/depts/comdev/planning/activeprojects/eastwhisman.asp](http://www.mountainview.gov/depts/comdev/planning/activeprojects/eastwhisman.asp).
- The North Bayshore Precise Plan provides specific implementation policies for aggressive Transportation Demand Management (TDM). It includes a peak-hour trip cap at each of the three main gateways, a maximum 45% single-occupancy vehicle mode share, parking maximums, and capital improvement projects that support alternative modes. The North Bayshore Precise Plan documents can be found at [www.mountainview.gov/depts/comdev/planning/activeprojects/northbayshore/default.asp](http://www.mountainview.gov/depts/comdev/planning/activeprojects/northbayshore/default.asp).

If you have any questions, please direct staff to contact Ela Kerachian at 650-903-6526 or by email at [elaheh.kerachian@mountainview.gov](mailto:elaheh.kerachian@mountainview.gov). We look forward to continuing to work with the County on the project.

Sincerely,

*Aarti Shrivastava*


Aarti Shrivastava  
Assistant City Manager/Community Development Director

AS/EF/4/MGR/820-09-14-22L

cc: Board of Supervisors, Santa Clara County  
Sylvia Gallegos, Deputy County Executive, County of Santa Clara  
Kristina Loquist, Chief of Staff, Office of County Supervisor Joe Simitian  
Charu Ahluwalia, County Stanford Program Manager,  
Department of Planning and Development  
Geoff Bradley, Consulting Project Manager, Stanford Community Plan Update  
Dawn Cameron, Public Works Director, City of Mountain View  
Kimbra McCarthy, City Manager, City of Mountain View

Date: September 15, 2022

To: Housing, Land Use, Environment, and Transportation Committee of the Santa Clara County Board of Supervisors

From: Steve Monowitz, San Mateo County Director of Community Development 

Subject: Stanford Community Plan Update Report

Thank you for the opportunity to comment on the draft update report to the Stanford Community Plan Update. San Mateo County was very involved in the review of the 2019 General Use Permit Application submitted by Stanford University, and we support Santa Clara County's efforts to update the Community Plan in a manner that will address the impacts of current and future University development on all surrounding communities, including those located within unincorporated San Mateo County.

To this end, we recently provided comments on the Stanford Municipal Services Study (attached), which set forth our concerns regarding the impacts that the growing Stanford affiliated population is having on surrounding communities' municipal service capacities. The update to the Stanford Community Plan provides an opportunity to address these and other impacts of Stanford University growth, and we request that the Housing, Land Use, Environment, and Transportation Committee consider and address these concerns as part of the Update process.

In addition, we have consistently expressed our concerns about the impacts of Stanford University development on transportation and housing within San Mateo County. To address these impacts, we support use of trip-based standards for analysis of traffic circulation, including consideration of peak period and reverse commute trips. We are also generally supportive of policies that require the housing needed to support development to be located on the Stanford University campus, provided that the transportation and other impacts of such development can be effectively mitigated. We believe that the provision of the needed housing units, rather than the use of an in-lieu fee program, will provide more effective mitigation of the impacts of the university's growth on housing. Furthermore, it is our view that the housing needed to address the growth occurring under the existing General Use Permit should not be used as credit to support future growth.

These and many other important considerations applicable to the proposed update are detailed in our prior correspondence submitted at the time that the Stanford General Use Permit application was being considered. We look forward to working with County staff and the members of the Committee to ensure that these important issues are addressed.

Thank you for your consideration of these comments.





May 25, 2022

Geoff Bradley  
Consulting Project Manager  
M-Group  
1475 S Bascom Ave #210  
Campbell, CA 95008

Sent by email to: [gbradley@m-group.us](mailto:gbradley@m-group.us)

SUBJECT: Draft Municipal Services Study

Dear Mr. Bradley:

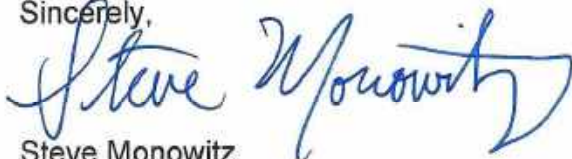
Thank you for the opportunity to comment on the April 15, 2022 Draft Stanford University Municipal Services Review that has been prepared by Management Partners to inform the Update to the Stanford University Community Plan.

San Mateo County shares Santa Clara County's interest in understanding the impacts of the University on the provision of municipal services, and believes these impacts extend beyond the boundaries of the Stanford campus into the communities in which Stanford's teachers, students, and staff live, commute through, and recreate. Many of these communities are in San Mateo County.

Unfortunately, the draft Municipal Services Review is primarily focused on municipal type services provided on the main Stanford campus, and it does not materially address the impact that the Stanford University campus has on municipal services in surrounding communities (including communities in San Mateo County). Likewise, the Municipal Services Review does not assess or consider municipal services for the many Stanford University-owned properties located off of the Stanford University campus and within San Mateo County and other areas. Importantly, owing to its tax-exempt status, Stanford does not provide local governments with property tax revenue for these properties. This loss in tax revenue has an impact on local governments' ability to pay for the services needed by Stanford University's off campus population, and to address the impact that this population has on local roads, parks, and other public spaces and services.

While the study appears to provide good information and recommendations regarding the services provided by the University, we are disappointed that it does not address the important issues associated with impacts on municipal services in surrounding communities and how Santa Clara County will involve the surrounding communities in addressing and fully mitigating such impacts. We respectfully request that the study be expanded to address these issues and we would value the opportunity to discuss the appropriate scope of such work.

Sincerely,



Steve Monowitz  
Community Development Director



**From:** [Sarah Sampaio Izabel](#)  
**To:** [Board Operations](#)  
**Subject:** [EXTERNAL] Stanford Study on Graduate Families  
**Date:** Thursday, September 22, 2022 4:15:07 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)

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Hello Board Operations!

My name is Sarah Izabel. I am a doctoral student in neurosciences and a single-mother. I have just received my stipend with the additional grants offered by Stanford (I received \$18,000 for the year) and I realized that it will be a challenge to cover our basic needs. I spend most of my time working (8-6 outside the home and sometimes until 9-10 at home). I give all I have to Stanford and I would just like to not have to worry about basic needs. I thought coming here meant that I would not need to go to the food pantry anymore, but that has not been my reality. Please consider the findings of the study cited in the report as proof of the real condition of many graduate students at Stanford. Below is quote that shows the importance of this matter and its urgency. I ask that you consider helping low-income families more so we can continue to perform groundbreaking science that keeps Stanford at the top.

"Nearly 14% of graduate students with children have an estimated gap in resources to meet living expenses, triple that of graduate students without children. This estimate is after consideration of gap funding sources including Stanford's Graduate Family Grant program, which provides up to \$20,000 to qualifying graduate students with children but is **not estimated to be sufficient on its own to address the affordability challenges** of eligible families."

Kindly,

--



**Sarah Izabel (she/ela)**  
Neurosciences Doctoral Student | Stanford University  
2022 Fellow and Expert on Poverty | RESULTS  
Project SHORT Mentor & VCU Recent Grad Council

☎ [REDACTED]  
✉ [REDACTED]  
📄 [REDACTED]  
📍 TBD

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September 23, 2022

Santa Clara County Board of Supervisors  
70 W. Hedding St.  
San Jose, CA  
*Via email*

Re: 9/27/22 Agenda Item #8: Stanford Community Plan Update

Dear President Wasserman and Supervisors,

This represents the comments of Green Foothills on the Stanford Community Plan Update. Green Foothills supports the proposed amendments to the Stanford Community Plan and urges the Board of Supervisors to adopt the staff recommendations.

Specifically, Green Foothills submits comments on the following aspects of the Stanford Community Plan:

### **Academic Growth Boundary**

The Academic Growth Boundary (AGB) protects the open space of the Stanford foothills from sprawling development. First approved in 2000, it divides the developed area of the Stanford campus from the open hillsides west of a line that primarily follows Junipero Serra Boulevard. Currently, the AGB cannot be modified without a supermajority (4/5) vote of the Board of Supervisors. However, that supermajority vote requirement expires in 2025. The Stanford Community Plan Update would extend the supermajority vote requirement for 99 years.

Stanford objects to this 99-year extension, arguing that it would prevent some future unspecified “transformative” project from being approved. However, it’s important to note that the 99-year extension is merely for the supermajority vote requirement. The AGB itself is not locked in place irrevocably for the next 99 years. Any future 4/5 majority of the Board could approve development outside of the AGB at any time. One would expect that if a project was truly “transformative” and worthy of being made an exception to the rule, 4 out of 5 Supervisors would agree on that; if not, it’s arguable that the project is not very “transformative” after all.

We would like to suggest for consideration two minor wording changes to the AGB section of the Growth and Development chapter:



Policy SCP-GD 3 (page 17 of the clean copy and page 24 of the tracked-changes copy of the Growth and Development Chapter) reads as follows: “Allow modification of the location of the AGB within 99 years only upon a four-fifths vote of the Board of Supervisors based upon the following factors . . .” At the August 31, 2022 Planning Commission meeting, Commissioner Vicki Moore suggested that this wording be changed to “Prohibit modification of the location of the AGB within 99 years unless upon a four-fifths votes of the Board of Supervisors based upon the follow factors . . .” We agree with Commissioner Moore’s reasoning that the suggested modification makes the intent of the requirement clearer, and would support this wording change.

Additionally, the last of the factors listed in Policy SCP-GD 3 is not in line with the other factors. The first four factors listed all establish findings that must be made prior to modification of the AGB (e.g. “Development of new academic facilities or housing cannot be feasibly accommodated within the boundaries of the existing AGB or on other property owned by Stanford in reasonable proximity to the Stanford campus”). The last factor, however, is not a finding but merely a criterion (“Implications of AGB expansion for resource conservation”) We suggest changing this wording to “AGB expansion will have no implications for resource conservation.”

### **Housing Chapter and Policies**

Stanford has responded to the proposed changes to the Housing Chapter and its policies by requesting that the County allow greater flexibility in location of required housing. This request needs to be considered in light of the regional housing crisis and the County’s obligations under the Regional Housing Needs Allocation (RHNA). The County is being required to fulfill a RHNA mandate of 3,125 units of housing – an increase of over 1,000% from the previous RHNA cycle. Unlike every city within Santa Clara County, the County’s jurisdiction is almost exclusively rural.

Not only do the rural areas lack the necessary water and sewer services and infrastructure for dense housing development, but allocating new housing growth in the rural areas would be the very definition of residential sprawl. This would result in increased greenhouse gas emissions and traffic, loss of farmland, and impacts to wildlife connectivity. Furthermore, this is an issue of equity. State law requires jurisdictions to equitably distribute new housing, especially affordable housing, among resource-rich communities such as the Stanford area, not locate it all in low-income areas – such as rural agricultural communities.

Locating new housing for Stanford staff and students on the Stanford campus would not only avoid the problems of sprawl and inequity, but would allow residents to be within walking distance of their jobs and classes. They would be living in an area with accessible public transit, bike- and pedestrian-friendly streets, and rich opportunities for jobs and schools. This is, in every way, the ideal way to plan our future communities.



Thus, Stanford's desire for more "flexibility" in location of housing means, in this case, flexibility to increase greenhouse gas emissions, to accelerate loss of farmland, and to increase inequity.

Stanford needs to do its fair share for our community and our region. Please approve the proposed update to the Stanford Community Plan.

Sincerely,

Alice Kaufman  
Legislative Advocacy Director, Green Foothills





# Stanford University

VIA EMAIL DELIVERY

September 26, 2022

Supervisor Mike Wasserman, President  
Supervisor Cindy Chavez  
Supervisor Otto Lee  
Supervisor Susan Ellenberg  
Supervisor Joe Simitian  
70 West Hedding Street, East Wing, 10th Floor  
San Jose, CA 95110

Dear President Wasserman and Members of the Board of Supervisors,

For more than a year, Stanford University has worked productively with County Planning staff on the underlying studies and associated policies related to the Stanford Community Plan (SCP) updates – providing comprehensive feedback along the way. While there are many items in the SCP draft that we feel are more prescriptive than what would ordinarily be found in a general plan document, we have prioritized our feedback to focus on items of greatest concern related to housing, transportation, and municipal services that are critical for Stanford’s educational mission, as well as the university’s commitment to the community. Details are below.

- 1. Housing:** Stanford agrees that net new academic development as part of a new General Use Permit (GUP) application should be balanced with the addition of new housing. Should it be desirable for Stanford to create new housing prior to a new GUP, for example to contribute to the large amount of housing assigned to Stanford lands in the County’s draft Housing Element, we believe it makes sense to allow Stanford to credit such housing towards future academic growth. This is exactly the kind of encouragement/barrier removal that the California Department of State Housing and Community Development department envisions to facilitate housing development. Policies acknowledging this credit could enable Stanford to accelerate housing contributions in such a situation.
- 2. Transportation:** Stanford wants to continue to be a good neighbor and is willing to use trip-based metrics (e.g., reverse commute) alongside the Vehicle Miles Traveled standards and robust Transit Demand Management efforts. Fine-tuning the trip metric methodology and metric is, however, needed to ensure that new housing is not rendered infeasible through conditions that cannot be met. It is inevitable that new housing will generate some “reverse commute” household trips for things like errands, or a household member who works outside the university. Stanford should be encouraged, not penalized, for intensifying infill development near transit.
- 3. Municipal Services:** Stanford has raised concerns regarding the underlying studies on Municipal Services, Childcare, and Graduate Student Housing. We first note that all three studies confirm that Stanford provides quality resources and services under each category, specifically that all the 26 Municipal Services studied at Stanford are equivalent, or exceed, those provided by cities – with no significant instances of unreimbursed costs. In the area of housing, Stanford is a regional standout, guaranteeing four years of housing for all undergraduates and housing 75 percent of all graduate



# Stanford University

students. Regarding childcare, the combination of grants and tuition-reduction programs on a needs-based sliding scale make Stanford's high-quality programs more accessible.

Stanford embraces the recommendations in the Municipal Services Study that call for better communication and transparency on services we provide. However, some recommendations are unnecessarily burdensome, requiring detailed data to be provided for all municipal services. Our other concern is around recommendations attempting to prescribe how services are provided. For example, we believe that our childcare centers should be able to use the accreditation method of their choice – NAEYC rather than QRIS (which is not yet widely used in California).

Another area of concern are policies regarding how Stanford should engage with the City of Palo Alto and the Palo Alto Unified School District (PAUSD) on funding agreements. Stanford has worked collaboratively with Palo Alto to establish funding agreements for various municipal services and believes it is important for the parties to have flexibility in how they choose to address mutual interests and areas of concern. In the case of PAUSD, just as we did in the context of the 2018 GUP process, Stanford will work proactively with the district to address any potential impacts on local schools as a result of future academic growth.

Finally, as we continue to consider the draft SCP policies that could potentially constrain new academic facilities and associated housing, redevelopment becomes more important and strengthens the university's commitment to sustainability. To that end, Stanford appreciates the opportunity to work collaboratively with County Staff to ensure that administrative policies don't hinder our ability to redevelop our existing campus square footage.

We appreciate the Board's thoughtful consideration of our comments and respectfully ask that you direct staff to work with Stanford to ensure proper flexibility with accountability throughout all of the policies. Please reach out to our team with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Efner".

Erin Efner  
Associate Vice President  
Land Use & Environmental Planning

cc:

Charu Ahluwalia  
Geoff Bradley  
Betty Duong  
Mayra Flores

Sylvia Gallegos  
Wendy Ho  
Kristina Loquist  
Leza Mikhail

Jacqueline Onciano  
Jeff Smith  
Christine Stavem



**1 North San Antonio Road  
Los Altos, California 94022-3087**

September 27, 2022

**Subject: Report on Stanford University Community Plan Update**

Dear Board of Supervisors,

I am writing on behalf of the Los Altos City Council to provide comment on the above-referenced Agenda Item 4 regarding the Report on Growth and Development, Land Use, Open Space, Resource Conservation, and Health and Safety chapters to be included in the Stanford Community Plan Update (“Report”). Thank you for the opportunity to do so. Thanks also to staff for putting together such a comprehensive report. Like many jurisdictions that are in close proximity to the subject Stanford property, the City of Los Altos was involved in the public process for the 2019 General Use Permit. While Stanford University (the “University”) may have withdrawn its application for a new General Use Permit (“GUP”), Los Altos remains very concerned about the impacts of the University’s development on our community both today and in the future. Therefore, we believe its important that the Community Plan be rigorously updated, after more than 20 years of being on the shelf. It needs to be done prior to there being a new use permit under review. Accordingly, we believe the staff recommendations contained in the Report are consistent with where the 2019 process left off, and we support those recommendations. We also have specific concerns about certain requests that we believe would weaken the effectiveness of policies in the Community Plan, including:

- removing the trip-based standards from the circulation chapter, including peak period and reverse commute trips;
- allowing for use of an in-lieu fee for affordable housing units when those fees are insufficient to actually result in the number of units needed; and
- allowing for housing built under the current GUP to be credited to a future GUP.

These concerns are born out of our experience from being a close neighbor (it is not often recognized that our downtown is less than 6 miles from the university campus). Los Altos has been directly impacted by the University’s acquisition of housing in Los Altos and resultant increase in traffic congestion on our streets. As we all know, affordable housing is a regional issue, and increasing opportunities for biking, walking, and transit are key to safer streets and cleaner air.

Thank you for hearing our concerns, and please support the staff recommendations addressing those concerns.

Sincerely,

---

Anita Enander  
Mayor, City of Los Altos

cc: Members, Santa Clara County Board of Supervisors  
Members, Los Altos City Council



# Stanford University

VIA EMAIL DELIVERY

September 26, 2022

Supervisor Mike Wasserman, President  
Supervisor Cindy Chavez  
Supervisor Otto Lee  
Supervisor Susan Ellenberg  
Supervisor Joe Simitian  
70 West Hedding Street, East Wing, 10th Floor  
San Jose, CA 95110

Dear President Wasserman and Members of the Board of Supervisors,

For more than a year, Stanford University has worked productively with County Planning staff on the underlying studies and associated policies related to the Stanford Community Plan (SCP) updates – providing comprehensive feedback along the way. While there are many items in the SCP draft that we feel are more prescriptive than what would ordinarily be found in a general plan document, we have prioritized our feedback to focus on items of greatest concern related to housing, transportation, and municipal services that are critical for Stanford’s educational mission, as well as the university’s commitment to the community. Details are below.

- 1. Housing:** Stanford agrees that net new academic development as part of a new General Use Permit (GUP) application should be balanced with the addition of new housing. Should it be desirable for Stanford to create new housing prior to a new GUP, for example to contribute to the large amount of housing assigned to Stanford lands in the County’s draft Housing Element, we believe it makes sense to allow Stanford to credit such housing towards future academic growth. This is exactly the kind of encouragement/barrier removal that the California Department of State Housing and Community Development department envisions to facilitate housing development. Policies acknowledging this credit could enable Stanford to accelerate housing contributions in such a situation.
- 2. Transportation:** Stanford wants to continue to be a good neighbor and is willing to use trip-based metrics (e.g., reverse commute) alongside the Vehicle Miles Traveled standards and robust Transit Demand Management efforts. Fine-tuning the trip metric methodology and metric is, however, needed to ensure that new housing is not rendered infeasible through conditions that cannot be met. It is inevitable that new housing will generate some “reverse commute” household trips for things like errands, or a household member who works outside the university. Stanford should be encouraged, not penalized, for intensifying infill development near transit.
- 3. Municipal Services:** Stanford has raised concerns regarding the underlying studies on Municipal Services, Childcare, and Graduate Student Housing. We first note that all three studies confirm that Stanford provides quality resources and services under each category, specifically that all the 26 Municipal Services studied at Stanford are equivalent, or exceed, those provided by cities – with no significant instances of unreimbursed costs. In the area of housing, Stanford is a regional standout, guaranteeing four years of housing for all undergraduates and housing 75 percent of all graduate



# Stanford University

students. Regarding childcare, the combination of grants and tuition-reduction programs on a needs-based sliding scale make Stanford's high-quality programs more accessible.

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Another area of concern are policies regarding how Stanford should engage with the City of Palo Alto and the Palo Alto Unified School District (PAUSD) on funding agreements. Stanford has worked collaboratively with Palo Alto to establish funding agreements for various municipal services and believes it is important for the parties to have flexibility in how they choose to address mutual interests and areas of concern. In the case of PAUSD, just as we did in the context of the 2018 GUP process, Stanford will work proactively with the district to address any potential impacts on local schools as a result of future academic growth.

Finally, as we continue to consider the draft SCP policies that could potentially constrain new academic facilities and associated housing, redevelopment becomes more important and strengthens the university's commitment to sustainability. To that end, Stanford appreciates the opportunity to work collaboratively with County Staff to ensure that administrative policies don't hinder our ability to redevelop our existing campus square footage.

We appreciate the Board's thoughtful consideration of our comments and respectfully ask that you direct staff to work with Stanford to ensure proper flexibility with accountability throughout all of the policies. Please reach out to our team with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Efner".

Erin Efner  
Associate Vice President  
Land Use & Environmental Planning

cc:

Charu Ahluwalia  
Geoff Bradley  
Betty Duong  
Mayra Flores

Sylvia Gallegos  
Wendy Ho  
Kristina Loquist  
Leza Mikhail

Jacqueline Onciano  
Jeff Smith  
Christine Stavem





## STAFF REPORT

### City Council

Meeting Date:

10/11/2022

Staff Report Number:

22-191-CC

**Regular Business:**

**Provide input on a request for proposals for an aquatics operator at Burgess Pool and the future Menlo Park Community Campus aquatics center**

### Recommendation

Staff recommends that City Council provide input on the draft request for proposals (RFP) for an aquatics operator (Provider) at Burgess Pool and the future Menlo Park Community Campus (MPPC) aquatics center (Attachment A.)

### Policy Issues

City Council provides policy direction to the city manager regarding service provision to the community; provides authorization to the city manager to negotiate and execute professional services agreements with service providers; and sets prioritization for the use of City resources to serve the community.

### Background

On February 8, 2022, City Council directed staff to prepare an RFP to be issued in Autumn 2022 – to which current operator Team Sheeper, Inc. would be invited and encouraged to respond – for an aquatics operator at Burgess Pool and the future MPCC aquatics center.

On August 23, 2002, City Council reviewed an aquatics program analysis and provided direction to staff regarding desired elements of the RFP.

### Analysis

The draft RFP requests qualified pool operators to submit proposals for operating the Burgess Pool and the future MPCC aquatics center (Attachment A.)

### Timeline

Staff recommends issuing the RFP per the following proposed timeline:

- October 11 – City Council review and provide input on the draft RFP
- October 24 – RFP issued
- November 30 – Proposals due
- December to January – Staff review proposals
- January 2023 – City Council identify preferred Provider; authorize city manager to negotiate agreement
- February 2023 – City Council authorize city manager to execute agreement.

### Draft RFP key priorities

Per City Council's feedback and direction, key priorities have been incorporated into the draft RFP. The



RFP is structured to offer some flexibility to RFP respondents to develop proposals that balance the City's key priorities with respondents' operational needs. Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of these priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection:

1. Respondent proposes to operate the Burgess Pool and the future MPCC aquatics center for public access year-round, seven days per week, no fewer than 63 hours per week at each location as calculated by average applied over the course of a full calendar year—with exceptions for closures to observe major holidays or to complete necessary maintenance or repair work.
2. Respondent proposes to operate Burgess Pool and MPCC aquatics center with comparable or equivalent operating schedules and programs at both locations, with allowance for some variances to respond to hyperlocal needs and other unique considerations of each site and the neighborhoods in which they are located.
3. Respondent agrees to seek City approval for new aquatics user fees or modifications to existing aquatics user fees, with the mutual understanding by City and operator that: a) user fees are the primary source of revenue necessary for operator to deliver and sustain safe, quality aquatics operations for the community; and, b) user fees can and do present barriers to entry for some residents, especially residents who are most vulnerable, and barriers can persist even with the availability of scholarship or subsidy programs.
4. Respondent agrees to enter into a revenue sharing agreement with the City to offset a portion of the City's facility maintenance costs at Burgess Pool and the MPCC aquatics center, preferably at a "medium" cost recovery rate to the City of 30 percent to 70 percent. The City's total costs to maintain the Burgess Pool facility were approximately \$645,000 in fiscal year 2021-2022.
5. Respondent proposes to dedicate operating hours and pool space to open swim/community swim for play and social time during times that are deemed convenient and accessible to Menlo Park resident children and families, as measured in part by community satisfaction surveys to be jointly administered by operator and the City.
6. Respondent proposes to offer aqua wellness and/or therapeutic classes in formats and at times that are deemed convenient and accessible to Menlo Park for seniors and others who benefit from such programs, as measured in part by community satisfaction surveys to be jointly administered by operator and the City.
7. Respondent recognizes the City's desire to ensure that every Menlo Park resident child has meaningful access to effective water safety instruction at City aquatics centers regardless of their family's ability to pay user fees. Respondent proposes to provide these services to individuals or families who cannot afford the market rate fees. Diversity, equity, inclusion, belonging
  - A. Respondent proposes to provide meaningful employment opportunities in City aquatics facilities to qualified Menlo Park residents, especially residents who live in the immediate vicinity of City aquatics centers.
  - B. Respondent proposes to foster an organizational culture that is based on foundations of equity, inclusion, belonging and justice to create a safe and welcoming environment in City aquatics facilities for all Menlo Park residents regardless of background, income, race, religion, sexual orientation, gender identity, and other lived experiences that contribute to a vibrant and accepting community.
  - C. Respondent proposes to reduce and/or remove barriers to entry for City residents who are most vulnerable, including children and families who reside in low-income households, seniors and people with disabilities.

### Requirements and terms

Per City Council's feedback and direction, various requirements and terms are incorporated into the draft RFP and/or will be included in the resulting operator agreement with the selected Provider. A partial list of

requirements includes:

1. Provider will prepare and submit a detailed annual performance report to City staff no later than January 30 of each year, including but not limited to the following information:
  - A. Total program hours by program area
  - B. Participation statistics by program area including resident and non-resident percentages
  - C. Community satisfaction survey results
  - D. User group feedback by program area
  - E. Pool schedule and allocation by program for previous year and projections to the upcoming year
  - F. Fees by program area and a fee comparison to other public pools in the region
  - G. Annual audits and reviews demonstrating standards of care are met
  - H. Risk management documentation
  - I. Training certifications listed by staff member.
2. Provider will coordinate with City staff to present operator's annual performance report to City Council no later than March 31 of each year.
3. Provider will submit to City staff quarterly financial statements no later than 45 days after the end of each fiscal quarter, and annual financial statements no later than 45 days after the close of the fiscal year. Financial statements submitted to the City shall be considered public records subject to applicable government transparency law.
4. Provider will consult with City staff before altering the operating hours, launching new aquatics programs, making significant changes to existing programs, or significantly altering any other substantive aspects of Provider's operations and programs at City aquatics centers.
5. Provider will seek City approval before engaging the services of subcontractors or other parties not directly employed by Provider to deliver aquatics programs and/or services in City aquatics facilities.
6. Provider will assign sufficient qualified staffing to maintain safe and effective operations at City aquatics facilities. Provider's staff will have the required qualifications and certifications for each position.
7. Provider will maintain appropriate and safe ratios of lifeguards to pool users at all times, consistent with industry best practices and applicable regulations.
8. Provider will maintain reasonable evidence and documentation of its hiring practices, background checks, certifications and training, including documentation of pre-service/employment orientation, on-the-job training, regular in-service training, and certification training for each employee. Provider will furnish these records to the City for inspection on request.
9. Provider will demonstrate adequate risk management planning and practices by conducting annual audits and reviews by qualified external experts in coordination and with oversight by City staff.

#### List of prospective respondents to RFP

The RFP will be made available through the City's public bid portal for any member of the public to view. Any and all qualified aquatics operators will be welcome and encouraged to submit a proposal. Additionally, City staff has identified known aquatics operators in the region that may possess the requisite qualifications and capabilities to effectively respond to the RFP. Staff is preparing to transmit the RFP directly to these operators and to any other potentially qualified operators that may come to staff's attention.

Table 1: List of known aquatics operators in the region	
Agency	Location
Bay Club Panthers	Redwood City
Otter Swim Club	Belmont
Ladera Oaks Swim, Tennis and Fitness Club	Portola Valley
Matadero Creek Aquatic Club	Palo Alto
Alto Swim Club	Palo Alto
Highland Dolphins Aquatic Club	San Mateo
Bulldog Swim Club	San Mateo
Burlingame Aquatic Club	San Mateo
Los Altos and Mountain View Aquatic Club	Mountain View
Menlo Swim and Sport (Team Sheepeer, Inc.)	Menlo Park
La Petite Baleen	Redwood City
SOLO Aquatics	Menlo Park
Menlo-Atherton High School	Atherton
King’s Swim Academy	San Carlos
Flying Fish Swim School	Mountain View
American Swim Academy	Newark
Palo Alto Stanford Aquatics – PASA	Palo Alto
SafeSplash Swim School	Mountain View
Calphin Swim Academy	Fremont
Betty Wright Aquatic Services	Palo Alto
YMCA of Silicon Valley	Redwood City, Palo Alto, East Palo Alto

**Impact on City Resources**

There is no new direct impact to city resources associated with the requested review. The City is responsible for maintenance of the Burgess Pool facility including recurring expenditures for mechanical maintenance and repairs, custodial and landscaping services, utilities (water, sewer, electricity, gas, telephone and internet), and pool maintenance chemicals and supplies; and one-time expenditures for equipment replacements and minor facility renovations. Total expenses to the City related to maintenance of Burgess Pool were approximately \$645,000 in fiscal year 2021-2022. City Council’s adopted fiscal year 2022-2023 operating budget has sufficient resources allocated toward these anticipated expenditures in the current fiscal year. The City also will be responsible for maintenance of the MPCC aquatics center when it is completed; the new center is tentatively scheduled to open in early 2024. Budgetary considerations related to maintaining that facility will be addressed during City Council’s fiscal year 2023-2024 budget deliberations in the spring of 2023. The aquatics operator draft RFP identifies revenue sharing as a key priority to help offset a portion of the City’s cost of maintaining its aquatics facilities at a preferred “medium” cost recovery rate to the City of 30 percent to 70 percent.

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the

environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

A. Draft RFP – aquatics operator

Report prepared by:

Tricia Mullan, Library and Community Services Supervisor

Sean Reinhart, Library and Community Services Director

Report reviewed by:

Nira Doherty, City Attorney

Justin Murphy, City Manager

**DRAFT – DO NOT RESPOND**

**City of Menlo Park**

**Request for Proposals**

**Aquatics Operator**

Release Date: October 24, 2022

Due Date and Time: November 30, 2022 at 4:00 p.m.

DRAFT – DO NOT RESPOND

REQUEST FOR PROPOSALS

Notice is hereby given that proposals will be received  
by the City of Menlo Park, CA

RELEASE DATE

October 24, 2022

PRE-PROPOSAL CONFERENCE & FACILITY TOUR

November 7, 2022

Arrillaga Family Recreation Center  
and Burgess Pool  
701 Laurel Street  
Menlo Park, CA 94025

RFP RESPONSE DEADLINE

November 30, 2022 4:00 p.m.

City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025  
Attn:

DRAFT

## I. INTRODUCTION

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The City of Menlo Park (“City”) is seeking proposals from experienced and qualified aquatics program operators (“Respondents”) to operate and provide aquatic programming at the City’s two aquatics centers: the existing Burgess Pool located at 501 Laurel Avenue, and the future Menlo Park Community Campus (“MPCC”) aquatics center now under construction at 100 Terminal Avenue.

### Premises

The selected aquatics program operator (“Provider”) will operate and deliver aquatics programming to the public at the City’s two aquatics facilities (collectively referred to herein as “Premises”):

1. Burgess Pool, located at 501 Laurel Ave. in Menlo Park and consisting of the lap pool, instructional pool, toddler activity pool, pool deck, offices, restrooms, locker rooms, showers, lawn area, pool mechanical room, lobby, and all associated areas as shown in Exhibit A.
2. MPCC aquatics center, to be located at 100 Terminal Ave. in Menlo Park and consisting of the lap pool, instructional pool, splash pad, pool deck, outdoor seating areas, offices, restrooms, locker rooms, showers, pool mechanical room, and all associated areas as shown in Exhibit B.

### Roles and responsibilities

The Provider will be responsible for operating and delivering aquatics programs at the Premises, including all costs and expenses associated with such operations and programs. The City will be responsible for the maintenance and repair of the equipment and facilities at the Premises.

### Community access, reservations, fee payments and scheduling

Provider will be responsible for the operations and schedule of the Premises. Provider will provide reasonable public access and community use of the Premises which shall be reasonably determined by City and Provider. Provider will provide and maintain an online reservation and electronic fee payment system that is accessible to the general public, in addition to providing access to in-person reservations and fee payments at Premises. Provider will not reduce or change the public access and community use without prior approval of City.

### Term

The Provider will assume responsibility for operations and programming at Burgess Pool on September 1, 2023; and at the MPCC aquatics center when its construction is completed and the new center opens to the public, tentatively scheduled in early 2024. The term of the service agreement is expected to be for an initial period of five (5) years commencing on September 1, 2023 and ending five (5) years from the commencement date. An optional five (5) year extension commencing on September 1, 2028 and ending August 31, 2033 may be granted, provided that all agreed upon standards and requirements have been met. The City will initiate an evaluation at least eighteen (18) months prior to the end date of the initial agreement to

determine if an extension is mutually desired and if the requirements to approve an extension have been met.

### Facility descriptions

Burgess Pool consists of an outdoor performance/lap pool, an outdoor instructional pool, a wading pool with mushroom splash feature, locker rooms, showers, central entry lobby, staff offices, concrete pool decks, storage, pool mechanical room, and lawn area (see Exhibit A for a detailed drawing). The Burgess Pool facility is located on the Menlo Park civic center campus, which includes city hall, police station, public library, recreation center, gymnasium, gymnastics center, early childhood education center, sports fields, tennis courts, skate park and picnic areas. In 2006, the Burgess Pool was extensively renovated using Measure T general obligation bonds approved by voters in 2001. The Burgess Pool lobby area is scheduled to undergo a significant renovation in 2023.

The MPCC aquatics center is currently under construction and scheduled to open in early 2024. The new aquatics center will replace the Belle Haven Pool formerly located at 100 Terminal Ave., and which was demolished in 2021 to make way for the new aquatics center construction. When completed, the new MPCC aquatics center will consist of an outdoor performance/lap pool, an outdoor instructional pool, a splash pad water play area, locker rooms, showers, staff offices, concrete pool decks, storage, pool mechanical room, family seating and shade features (see Exhibit B for a detailed drawing). The MPCC aquatics center will be a major component of the Menlo Park Community Campus project, all new construction which includes a gymnasium, fitness center, movement studio, public library, makerspace, school-age childcare, senior center, commercial-grade kitchen, community meeting rooms and event spaces. The MPCC project is adjacent to Kelly Park, which features a lighted artificial turf sports field, running track and parcourse, and tennis, pickleball and outdoor basketball courts.

## II. KEY CITY PRIORITIES

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The City has identified key priorities for aquatics operations and programing at Premises. This RFP is structured in a manner intended to provide some flexibility to RFP Respondents to develop proposals that balance the City’s key priorities with respondents’ operational needs. Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of these priorities--in addition to the basic capabilities and competencies that are required to operate quality aquatics programs for the City of Menlo Park--will be deemed more competitive for selection:

1. Respondent proposes to operate the Burgess Pool and the future MPCC aquatics center for public access year-round, seven days per week, no fewer than 63 hours per week at each location as calculated by average applied over the course of a full calendar year— with exceptions for closures to observe major holidays or to complete necessary maintenance or repair work.
2. Respondent proposes to operate Burgess Pool and MPCC aquatics center with comparable or equivalent operating schedules and programs at both locations, with allowance for some variances to respond to hyperlocal needs and other unique considerations of each site and the neighborhoods in which they are located.



3. Respondent proposes to seek City approval for new aquatics user fees or modifications to existing aquatics user fees, with the mutual understanding by City and Provider that:  
a) user fees are the primary source of revenue necessary for Provider to deliver and sustain safe, quality aquatics operations for the community; and, b) user fees can and do present barriers to entry for some residents, especially residents who are most vulnerable, and even with the availability of scholarship or subsidy programs.
4. Respondent proposes to enter into a revenue sharing agreement with the City to offset a portion of the City’s facility maintenance costs at Burgess Pool and the MPCC aquatics center, preferably at a “medium” cost recovery rate to the City of 30 percent to 70 percent. The City’s total costs to maintain the Burgess Pool facility were approximately \$645,000 in fiscal year 2021-22.
5. Respondent proposes to dedicate operating hours and pool space to open swim/community swim for play and social time during times that are deemed convenient and accessible to Menlo Park resident children and families, as measured in part by community satisfaction surveys to be jointly administered by Provider and the City.
6. Respondent proposes to offer aqua wellness and/or therapeutic classes in formats and at times that are deemed convenient and accessible to Menlo Park for seniors and others who benefit from such programs, as measured in part by community satisfaction surveys to be jointly administered by Provider and the City.
7. Respondent recognizes the City’s desire to ensure that every Menlo Park resident child has meaningful access to effective water safety instruction at City aquatics centers regardless of their family’s ability to pay user fees. Respondent proposes to provide these services to individuals or families who cannot afford the market rate fees.
8. Diversity, equity, inclusion, belonging
  - a. Respondent proposes to provide meaningful employment opportunities in City aquatics facilities to qualified Menlo Park residents, especially residents who live in the immediate vicinity of Premises.
  - b. Respondent proposes to foster an organizational culture that is based on foundations of equity, inclusion, belonging and justice to create a safe and welcoming environment in City aquatics facilities for all Menlo Park residents regardless of background, income, race, religion, sexual orientation, gender identity, and other lived experiences that contribute to a vibrant and accepting community.
  - c. Respondent proposes to reduce and/or remove barriers to entry for City residents who are most vulnerable, including children and families who reside in low-income households, seniors, and people with disabilities.

### III. MINIMUM REQUIREMENTS, CAPABILITIES AND COMPETENCIES

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Proposals should demonstrate how the Respondent will meet each of the following minimum requirements, capabilities, and competencies:

#### 1. Hours of operation

Respondent should propose to operate the Burgess Pool and the future MPCC aquatics center for public access year-round, seven days per week. Pool operations may occur between the hours of 5 a.m. to 10 p.m.

(Note: See Section II - Key City Priorities for additional guidance related to hours of operation.)

2. Aquatic programming and schedule

Respondent should describe its qualifications and a proposed schedule to provide the following aquatic programming:

- a. Open swimming / community swimming
- b. Swim lessons / water safety instruction
- c. Lap swimming
- d. Masters swimming
- e. Aqua wellness and/or therapeutic classes
- f. Swim team
- g. Community rentals
- h. Any other programming Respondent proposes to offer

(Note: See Section II - Key City Priorities for additional guidance related to programming.)

3. Program Administration

Respondent should describe the systems it proposes for:

- a. The public to register, pay, and receive adequate customer service in a convenient, accessible, and effective manner.
- b. Sufficient administrative staff and supervision to support all hours of operation.
- c. Policies and procedures for handling registration, refunds, and complaints.
- d. Effective communication and marketing to inform the public of the programs and services.
- e. Maintaining a customer database and appropriate records retention, including detailed tracking of usage of Premises by Menlo Park residents and nonresidents.
- f. Delivering a high level of customer service and satisfaction.

4. User Fees

Respondent should describe:

- a. Proposed user fees for public lap swimming, open/recreational swim, aqua wellness, therapeutic classes, and swim lessons/water safety instruction. Proposed user fees should be comparable to fees charged by other public aquatics facilities in the metro Bay Area region.
- b. Proposed means and methods to prioritize and incentivize Menlo Park residents' access and use of Premises, including but not limited to offering discounted user fees and priority registration to Menlo Park residents for aquatics programs at Premises.
- c. Proposed methods to measure and track the percentage of residents-to-nonresidents using Premises.

(Note: See Section II - Key City Priorities for additional guidance related to user fees and revenue sharing.)

5. Reporting and accountability

If selected as the Provider, Respondent will be required to prepare and provide an annual report to City staff including the following items. Respondent should provide an example or describe the systems and/or methods it proposes to accurately collect, compile, and report on the following performance areas:

- a. Total program hours by program area

- b. Participation statistics by program area including resident and non-resident percentages
- c. Customer satisfaction survey results
- d. User group feedback by program area or rental
- e. Pool schedule and allocation by program for previous year and projections to the upcoming year
- f. Fees by program area and a fee comparison to other public pools in the region
- g. Annual audits and reviews demonstrating standards of care, outlined in Section 12, below, are met
- h. Risk management documentation
- i. Training certifications listed by staff member.

6. Qualified personnel

Respondent should describe how it proposes to provide adequate qualified personnel to maintain safe and effective aquatics operations at Premises during all hours of operation, including:

- a. Employing personnel with the required qualifications and certifications appropriate for each position.
- b. Assigning sufficient qualified staffing to maintain safe and effective operations at City aquatics facilities.
- c. Maintaining appropriate and safe ratios of lifeguards to pool users at Premises during all hours of operation, consistent with industry best practices and applicable regulations.
- d. Maintaining reasonable evidence and documentation of its hiring practices, background checks, certifications, and training, including documentation of pre-service/employment orientation, on-the-job training, regular in-service training, and certification training for each employee.
- e. Seeking City approval prior to engaging the services of subcontractors or other parties not directly employed by Respondent to deliver aquatics programs and/or services in City aquatics facilities.

7. Health & Safety

Respondent should demonstrate how it will maintain health and safety standards and associated training records in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance to the City of Menlo Park standards and applicable regulatory agencies. These standards include but are not limited to:

- a. Employee Injury and Illness Prevention Plan
- b. Hazardous Materials Communications and Business Plan
- c. Bloodborne Pathogens and Biohazardous Exposure Control Plan
- d. Hazard Communication (labeling & MSDS management)
- e. Hearing Conservation
- f. Lifting and Fall Prevention/Protection (Equipment)
- g. Electrical Safety Plan
- h. Lockout, Tagout Equipment Specific Procedures
- i. Emergency Action Planning/Drills
- j. First Aid/CPR/AED
- k. Staff Certifications
- l. Heat Illness and Sun Protection
- m. Confined Spaces/Entry Equipment

- n. Chemical Storage/Spill Response/Cleanup
- o. Fire Extinguisher
- p. Personal Protective Equipment
- q. Recreational Waterborne Illnesses (RWI's)
- r. Signage/Labeling
- s. Keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

**8. Emergency Action Plan & Procedures**

Respondent should demonstrate its qualifications to create and maintain emergency procedures and emergency action plans for the Premises. An Emergency Action Plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of Regulations, Sections 3220 and 3221. The Emergency Action Plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all employees, including administration and line level employees, which shall use the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

**9. Augmentations to Proposal**

The above are the City's minimum requirements for meeting or exceeding the level of aquatics programming and services at Premises. Respondent is encouraged to propose service enhancements, best practices and creative approaches that would result in the highest quality and most cost-effective program. These value-added suggestions will be considered when evaluating proposals.

**IV. RISK MANAGEMENT**

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**1. Risk Management**

Respondent should describe its qualifications and ability to provide adequate risk management planning to minimize liability or negligence, including by conducting annual audits and reviews by qualified external experts.

**2. Insurance**

Respondent should demonstrate its ability to acquire and maintain Workers' Compensation, Employer Liability, Commercial General Liability, and owned and non-owned and hired automobile liability insurance coverage relating to its use of the Premises. The insurance company/ies shall be subject to approval by the City. The selected Provider will be required to provide the City with 30 days' notice if any changes, cancellation, or non-renewals, and to disclose any self-insured retentions or deductibles. The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

<b>Insurance Category</b>	<b>Minimum Limits</b>
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its officers, officials, employees and volunteers.

Employer’s Liability	\$1,000,000 per accident for bodily injury or disease – include endorsement adding the City, its officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City’s coverage.
Commercial General Liability	\$3,000,000 per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01 (including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants’ and spectators’ coverage, and Personal and Advertising injury liability)
Automobile Liability	\$1,000,000

V. SUBMITTAL INSTRUCTIONS

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*(NOTE: In addition to the basic capabilities and competencies that are required to operate quality aquatics programs for the City of Menlo Park, the City has identified key priorities for aquatics operations and programming. This RFP is structured in a manner intended to provide some flexibility to Respondents to develop proposals that balance the City’s key priorities with respondents’ operational needs. Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all these priorities will be deemed more competitive for selection. See Section II - Key City Priorities for additional guidance.)*

Proposals should address the following items in the order and with the numbering listed below.

A. Cover Letter

Provide a cover letter describing your organization’s interest in this RFP, including the name, title, address, email and telephone number of the lead contact on this proposal and the signature of the person or persons authorized to represent the proposer.

B. Table of Contents

Please provide a table of contents.

C. Qualifications and Background

1. State your headquarters address and legal (corporate) status.
2. Describe your organization’s history/background, mission and the services you provide. Provide information on the location of other facilities or businesses, and a description of the services provided. Highlight any operations that are similar in size and nature to the programs covered through this RFP.

3. Explain your organization's philosophy and goals, and how they align with the City's goals and requirements as outlined in this RFP
4. Provide an organizational chart for your agency/company.
5. Describe your experience, affiliation, and memberships with any aquatics or related organizations (i.e., American Red Cross)
6. List the companies, cities, or other entities, if any, with which you currently have contractual or lease arrangements to provide aquatics services. Describe your approach and success in managing relationships with these client entities. Provide information regarding all contracts or agreements that have been cancelled, terminated, or not renewed within the last five years including entity name, contact person name, title, address, email and telephone number.
7. Provide three customer references, including participant name, address, email and telephone number.

D. Programs, Services, and Schedule

1. State your proposed hours of operation at Burgess Pool and the MPCC aquatics center.
2. Provide sample daily programs and schedules for each pool during different seasons, including but not limited to:
  - a. Open swimming / community swimming
  - b. Swim lessons / water safety instruction
  - c. Lap swimming
  - d. Masters swimming
  - e. Aqua wellness and/or therapeutic classes
  - f. Swim team
  - g. Community rentals
3. Describe your service offerings for each age group and range of skills and abilities at the Aquatics Center.
4. Describe your approach to providing aquatic programs for participants with special needs and/or requiring ADA accommodation.
5. Describe your approach to handling community access and outside organization rental request, including how you propose to handle scheduling conflicts or multiple requests.
6. See Section II – Key City Priorities; and Section III – Minimum Requirements, Capabilities and Competencies for additional guidance.

E. Staffing and Management

1. Provide your proposed organizational structure for the site.
2. Provide the names, titles, experience, and qualifications of the staff that will be involved in aquatic center oversight at the leadership/managerial level.
3. Provide your proposed staffing ratios for various programs and pool safety.
4. Explain your approach to employee recruitment, screening, performance evaluation and retention. Describe any staffing problems you have had and how you have addressed them.
5. Describe your staff training program and/or provide a sample staff handbook(s).
6. Describe your systems of facility oversight and program management.

7. Identify any subcontractors that would be needed to perform the required services in the proposal and describe their role.
  8. See Section II – Key City Priorities; and Section III – Minimum Requirements, Capabilities and Competencies for additional guidance.
- F. Quality Assurance, Risk Management and Insurance
1. Describe your approach to risk management at the site. Describe procedures for assessment, planning, control, evaluation, responding to and correcting identified risks, protecting public and employee health and meeting standards consistent with city, county, state, and federal regulations.
  2. Explain your agency’s ability to understand and meet the sufficient Standard of Care for operating a public pool.
  3. Provide or describe how you would be implementing the required safety program and training documentation.
  4. Summarize your emergency preparedness action plan.
  5. Note and explain any litigation against your agency or its staff in the past ten years, including any pending litigation, related to the operation of Aquatics facilities or programs.
  6. Refer to the City’s requirements for insurance coverage and confirm your ability to provide such coverage.
  7. See Section IV – Risk Management for additional guidance.
- G. Public Communication, Marketing, and Registration
1. Describe the systems you propose for:
    - a. The public to register, pay, and receive adequate customer service in a convenient, accessible, and effective manner.
    - b. Adequate administrative staff and assistance to support all hours of operation.
    - c. Policies and procedures for handling registration, refunds, and complaints.
    - d. Effective communication and marketing to inform the public of the programs and services.
    - e. Maintaining a customer database and appropriate records retention, including detailed tracking of usage of Premises by Menlo Park residents and nonresidents.
    - f. Delivering a high level of customer service and satisfaction.
  2. Describe policies and procedures for registration, refunds, and customer complaints.
  3. Explain your methods for assessing and maintaining customer satisfaction.
  4. Give a brief overview of your crisis media management plan.
- H. Fees
1. Describe:
    - a. Proposed user fees for public lap swimming, open/recreational swim, aqua wellness, therapeutic classes, and swim lessons/water safety instruction. Proposed user fees should be comparable to fees charged by other public aquatics facilities in the metro Bay Area region.

- b. Proposed means and methods to prioritize and incentivize Menlo Park residents' access and use of Premises, including but not limited to offering discounted user fees and priority registration to Menlo Park residents for aquatics programs at Premises.
      - c. Proposed methods to measure and determine the percentage of residents-to-nonresidents using Premises.
    2. State your approach to fee increases. Provide the average percentage fee increase you have implemented each year for the past five years.
    3. Describe your ability to compare and maintain comparable fees of similar aquatic programs.
    4. The City desires, but does not require, that the Provider provide services to individuals or families who cannot afford the market rate fees. Describe if and how your agency will be able to serve these individuals with financial need.
    5. See Section II – Key City Priorities; and Section III – Minimum Requirements, Capabilities and Competencies for additional guidance.
- I. Financial Information
  1. Submit complete audited financial statements for the two previous years (if available), preferably prepared by a Certified Public Accountant. Include a balance sheet, income statement and complete Notes to the Financial Statements. In addition, include an unaudited statement for the current year as of June 30, 2022.
  2. Provide a proposed annual budget for the revenues and expenses at Premises, including the categories below. Provide a budget narrative with all relevant assumptions, including the notes requested below.
    - Revenues
      - a. Fees (specified by program areas)
      - b. Other Revenue (vending, merchandizing, etc.)
      - c. Grants and fund raising
      - d. Private funding
      - e. Revenue sharing with City (if included in proposal)
    - Expenses
      - a. Salaries (Number of staff FTEs by position, staffing ratios and costs based on number of participants)
      - b. Direct Operating Costs, including
        - Supplies and services
        - Facility, grounds and equipment maintenance
        - Custodial services
        - Liability insurance
      - c. Any other operating costs
      - d. Any other costs

(Note: See Section II – Key City Priorities; and Section III – Minimum Requirements, Capabilities and Competencies for additional guidance.)



K. Responsiveness to Key City Priorities

If not described elsewhere in your proposal, please describe how you propose to respond to the Key City Priorities outlined in Section II of this RFP.

L. Assistance from City

Specify what, if any, assistance from the City you would find helpful or necessary for the successful operation of the programs.

M. Additional Information

Provide other essential information that may assist in the evaluation of this proposal.

SUBMITTAL PROCEDURE

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Submittal of Proposals

All proposals must be submitted according to the specifications in the section above. Failure to adhere to these specifications may be cause for rejection of the proposal. Proposals shall be submitted to:

[contact]

NOTE: Proposals must be delivered no later than 4:00 p.m., Wednesday, November 30, 2022. All proposals received after that time will not be considered. The proposer shall submit its proposal electronically in PDF format. No paper proposals will be accepted.

RFP Timeline

RFP issued	October 24, 2022
Pre-proposal conference and tour	November 7, 2022
Deadline for questions, clarifications	November 18, 2022
Deadline for receipt of proposals	November 30, 2022
Potential interviews	December 5-16, 2022
City Council award of contract	January/February 2023 TBD

Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 4:00 p.m. on Friday, November 18, 2022.

Correspondence shall be addressed to [contact]

Responses from the City will be communicated in writing to all recipients of this RFP. All addenda shall become part of this RFP. The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City.

Modification

Once submitted, proposals cannot be altered without the prior written consent of the City.

Rights of the City of Menlo Park

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract.

The City reserves the right to:

1. Make the selection based on its sole discretion
2. Reject any and all proposals
3. Issue subsequent Requests for Proposals
4. Remedy technical errors in the RFP process
5. Negotiate with any, all or none of the proposers
6. Waive informalities and irregularities in the proposals that the City considers to be non-substantive
7. Enter into an agreement with another proposer in the event the originally selected proposer defaults or fails to execute an agreement with the City.

Review and Selection Process

The City will establish a Review Committee to review proposals based on selection criteria (Exhibit), recommend providers to be interviewed, participate in the interviews and recommend finalists for consideration by the City. Staff will present the results of the process to the City Council, at which point City Council may or may not direct staff to pursue negotiations with a selected proposer.

Public Nature of Proposal Material

Submitted proposals may be considered public documents and the City will adhere to all laws and regulations regarding the dissemination of public documents as they relate to submitted proposals.

Disqualification

The City may reject and/or disqualify a proposal for any reason.

Questions

Please direct any questions regarding this RFP to [contact]

Exhibits

- A. Burgess Pool site map
- B. MPCC aquatics center site map
- C. Selection criteria



EXHIBIT B – MPCC AQUATICS CENTER SITE MAP

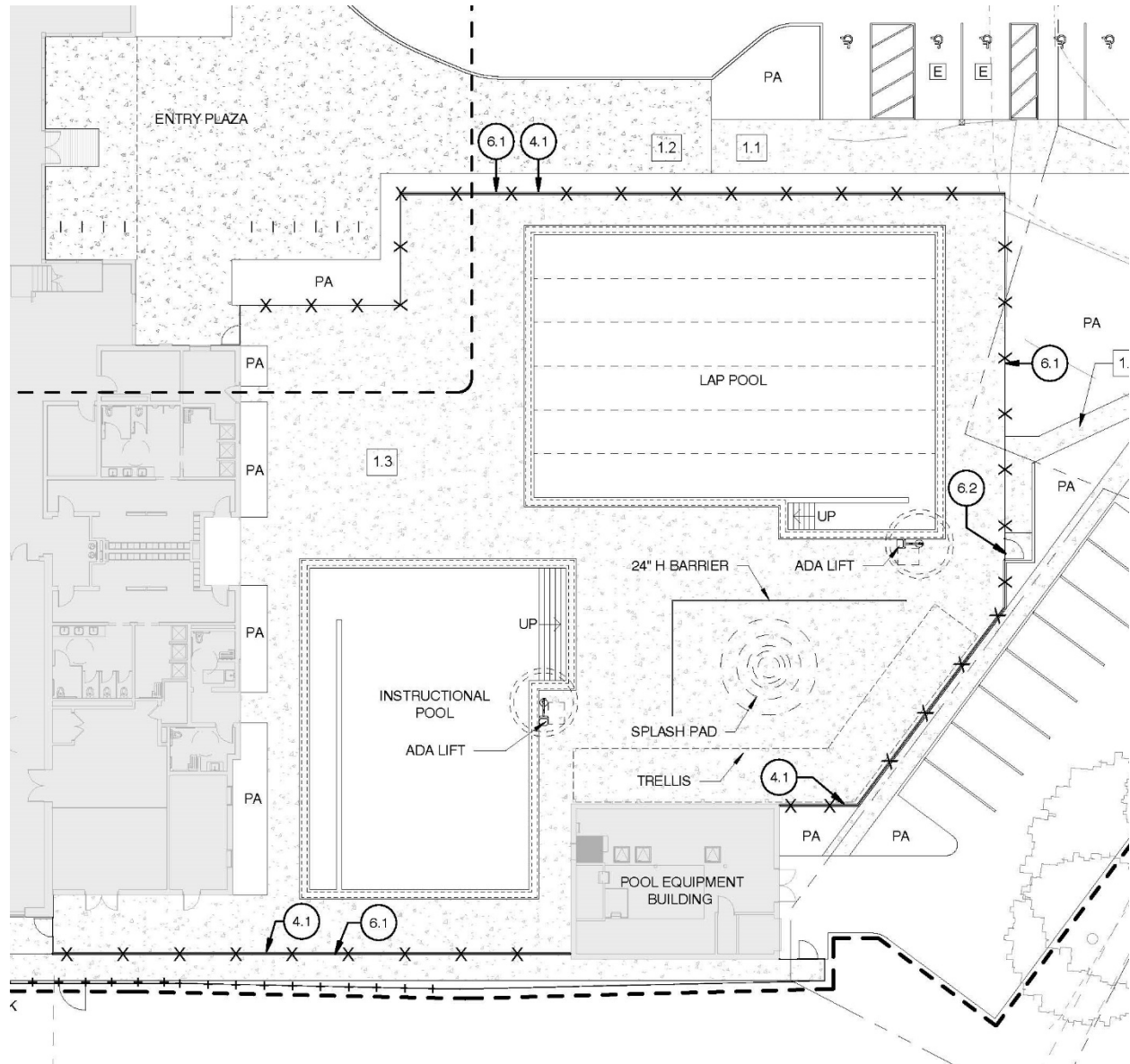


EXHIBIT C – SELECTION CRITERIA

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Proposals will be rated on the following criteria based on a 4 point scale:

- 0 = No information provided
- 1 = Meets some but not all requirements or incomplete information provided
- 2 = Meets all minimum requirements, no direct experience
- 3 = Meets all minimum requirements, demonstrated direct experience
- 4 = Exceeds minimum requirements and demonstrated direct experience

<u>Responsiveness to required criteria</u>	<u>Score</u>
Qualifications and Background	
Programs, Services, and Schedule	
Staffing and Management	
Quality Assurance, Risk Management, and Insurance	
Public Communication, Marketing, and Registration	
Fees	
Financial Information	
Subtotal	

<u>Responsiveness to key City priorities</u>	<u>Score</u>
Respondent proposes to operate the Burgess Pool and the future MPCC aquatics center for public access year-round, seven days per week, no fewer than 63 hours per week at each location as calculated by average applied over the course of a full calendar year—with exceptions for closures to observe major holidays or to complete necessary maintenance or repair work.	
Respondent proposes to operate Burgess Pool and MPCC aquatics center with comparable or equivalent operating schedules and programs at both locations, with allowance for some variances to respond to hyperlocal needs and other unique considerations of each site and the neighborhoods in which they are located.	
Respondent agrees to seek City approval for new aquatics user fees or modifications to existing aquatics user fees, with the mutual understanding by City and Provider that: a) user fees are the primary source of revenue necessary for Provider to deliver and sustain safe, quality aquatics operations for the community; and, b) user fees can and do present barriers to entry for some residents, especially residents who are most vulnerable, and even with the availability of scholarship or subsidy programs.	

Respondent proposes to enter into a revenue sharing agreement with the City to offset a portion of the City’s facility maintenance costs at Burgess Pool and the MPCC aquatics center, preferably at a “medium” cost recovery rate to the City of 30 percent to 70 percent. The City’s total costs to maintain the Burgess Pool facility were approximately \$645,000 in fiscal year 2021-22.	
Respondent proposes to dedicate operating hours and pool space to open swim/community swim for play and social time during times that are deemed convenient and accessible to Menlo Park resident children and families, as measured in part by community satisfaction surveys to be jointly administered by Operator and the City.	
Respondent proposes to offer aqua wellness and/or therapeutic classes in formats and at times that are deemed convenient and accessible to Menlo Park for seniors and others who benefit from such programs, as measured in part by community satisfaction surveys to be jointly administered by Operator and the City.	
Respondent recognizes the City’s desire to ensure that every Menlo Park resident child has meaningful access to effective water safety instruction at City aquatics centers regardless of their family’s ability to pay user fees. Respondent proposes to provide these services to individuals or families who cannot afford the market rate fees. .	
<p>Diversity, equity, inclusion, belonging</p> <ul style="list-style-type: none"> <li>• Respondent proposes to provide meaningful employment opportunities in City aquatics facilities to qualified Menlo Park residents, especially residents who live in the immediate vicinity of Premises.</li> <li>• Respondent proposes to foster an organizational culture that is based on foundations of equity, inclusion, belonging and justice to create a safe and welcoming environment in City aquatics facilities for all Menlo Park residents regardless of background, income, race, religion, sexual orientation, gender identity, and other lived experiences that contribute to a vibrant and accepting community.</li> <li>• Respondent proposes to reduce and/or remove barriers to entry for City residents who are most vulnerable, including children and families who reside in low-income households, seniors, and people with disabilities.</li> </ul>	
Subtotal	

<u>Subtotal – responsiveness to required criteria</u>	
<u>Subtotal – responsiveness to key City priorities</u>	
Grand total	



# REQUEST FOR PROPOSALS FOR AN AQUATICS OPERATOR

City Council – October 11, 2022



## Background

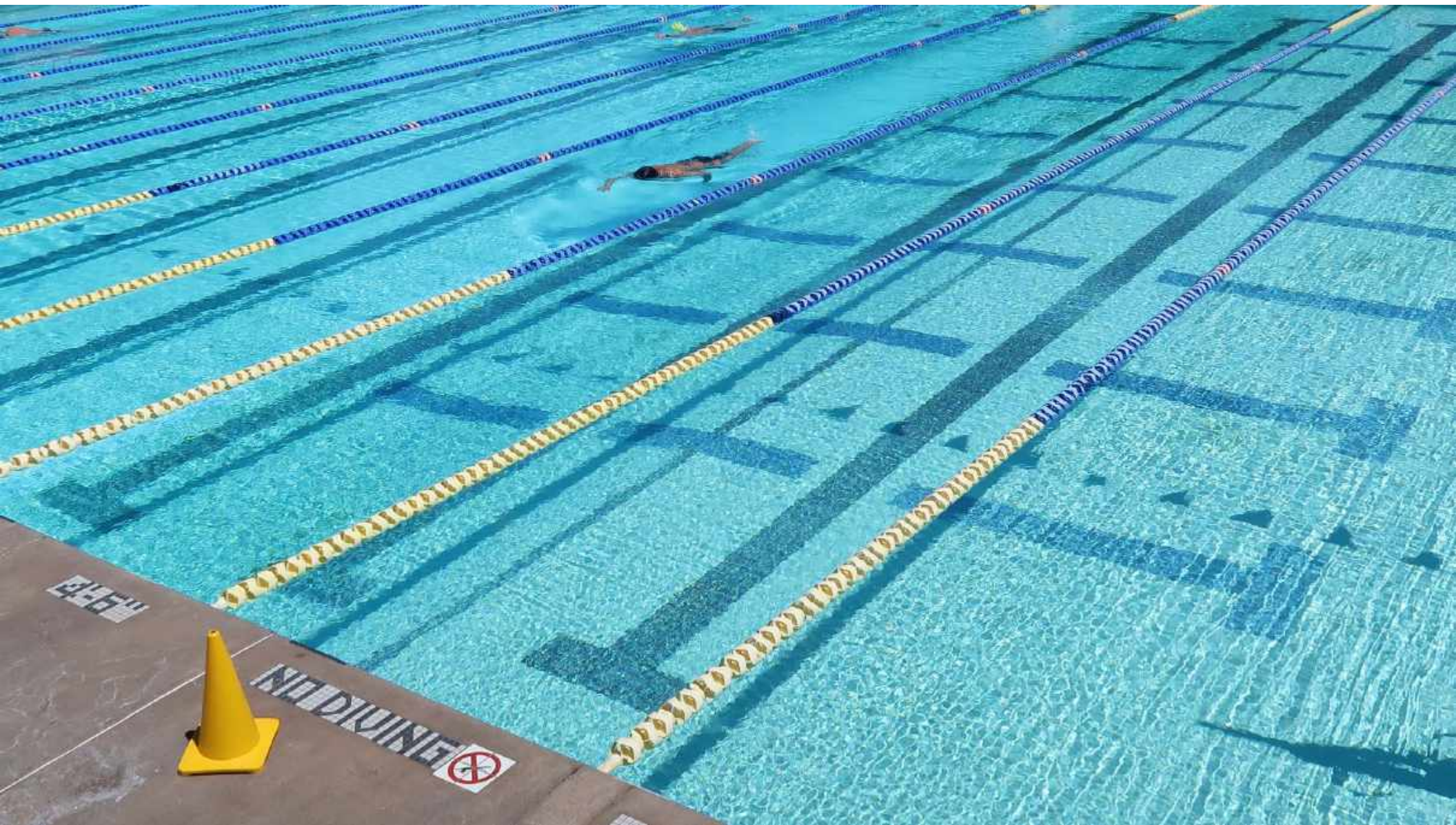
- February 8, 2022. City Council directed staff to prepare a Request for Proposals (RFP) to be issued in Autumn 2022 – to which current operator Team Sheeper, Inc. would be invited and encouraged to respond – for an aquatics operator at Burgess Pool and the future MPCC aquatics center.
- August 23, 2002. City Council reviewed an aquatics program analysis, which included a citywide community survey, and provided direction to staff regarding desired elements of the RFP





## Proposed RFP timeline

- October 11 – City Council review and provide input on the draft RFP
- October 24 – RFP issued
- November 30 – Proposals due
- December to January – Staff review proposals
- January 2023 – City Council identify preferred Provider; authorize city manager to negotiate agreement
- February 2023 – City Council authorize city manager to execute agreement.





## Key City priorities

- The RFP is structured to offer some flexibility to RFP respondents to develop proposals that balance the City's key priorities with respondents' operational needs.
- Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of the key priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection.





## Draft RFP – key City priorities\*

1. Operate the Burgess Pool and the future MPCC aquatics center for public access year-round, 7 days per week, no fewer than 63 hours per week at each location as calculated by average applied over the course of a full calendar year—with exceptions for closures to observe major holidays or to complete necessary maintenance or repair work.
2. Operate Burgess Pool and MPCC aquatics center with comparable or equivalent operating schedules and programs at both locations, with allowance for some variances to respond to hyperlocal needs and other unique considerations of each site and the neighborhoods in which they are located.

\* Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of the key City priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection.



## Draft RFP – key City priorities\*

3. Seek City approval for new aquatics user fees or modifications to existing aquatics user fees, with the mutual understanding by City and operator that:
  - a. User fees are the primary source of revenue necessary for operator to deliver and sustain safe, quality aquatics operations for the community
  - b. User fees can and do present barriers to entry for some residents, especially residents who are most vulnerable, and barriers can persist even with the availability of scholarship or subsidy programs.

\* Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of the key City priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection.



## Draft RFP – key City priorities\*

4. Revenue sharing agreement with the City to offset a portion of the City's facility maintenance costs at Burgess Pool and the MPCC aquatics center, preferably at a “medium” cost recovery rate to the City of 30-70%. The City's total costs to maintain the Burgess Pool facility were approximately \$645,000 in FY 2021-2022.
5. Dedicate operating hours and pool space to open swim/community swim for play and social time during times that are deemed convenient and accessible to Menlo Park resident children and families, as measured in part by community satisfaction surveys to be jointly administered by operator and the City.

\* Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of the key City priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection.



## Draft RFP – key City priorities\*

6. Offer aqua wellness and/or therapeutic classes in formats and at times that are deemed convenient and accessible to Menlo Park for seniors and others who benefit from such programs, as measured in part by community satisfaction surveys to be jointly administered by operator and the City.
7. Provide meaningful access to effective water safety instruction at City aquatics centers for every Menlo Park resident child regardless of their family's ability to pay user fees.

\* Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of the key City priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection.



## Draft RFP – key City priorities\*

8. Diversity, equity, inclusion, belonging
  - a. Provide meaningful employment opportunities in City aquatics facilities to qualified Menlo Park residents, especially residents who live in the immediate vicinity of City aquatics centers.
  - b. Foster an organizational culture that is based on foundations of equity, inclusion, belonging and justice to create a safe and welcoming environment in City aquatics facilities for all Menlo Park residents regardless of background, income, race, religion, sexual orientation, gender identity, and other lived experiences that contribute to a vibrant and accepting community.
  - c. Reduce and/or remove barriers to entry for City residents who are most vulnerable, including children and families who reside in low-income households, seniors and people with disabilities.
9. Proposals from qualified aquatics operators that demonstrate a high degree of responsiveness to most or all of the key City priorities in addition to the basic capabilities and competencies that are required to operate quality aquatics programs will be deemed more competitive for selection.







## Proposed requirements and terms

Per City Council's feedback and direction, various requirements and terms are incorporated into the draft RFP and/or will be included in the resulting operator agreement with the selected Provider.



## Proposed requirements and terms\*

1. Provider to prepare and submit a detailed annual performance report to City staff no later than January 30 of each year, including:
  - Total program hours by program area
  - Participation statistics including resident and non-resident percentages
  - Community satisfaction survey results and user group feedback by program area
  - Pool schedule and allocation including projections to the upcoming year
  - Fees by program area and a fee comparison to other public pools in the region
  - Annual audits and reviews demonstrating standards of care are met
  - Risk management documentation and training certifications by staff member.
2. Present report to City Council no later than March 31 of each year.

\* Partial list. Requirements and terms are incorporated into the draft RFP and/or will be included in the resulting agreement with the selected Provider.



## Proposed requirements and terms\*

3. Provider submit to City staff quarterly financial statements no later than 45 days after the end of each fiscal quarter, and annual financial statements no later than 45 days after the close of the fiscal year. Financial statements submitted to the City shall be considered public records subject to applicable government transparency law.
4. Provider to consult with City staff before altering the operating hours, launching new aquatics programs, making significant changes to existing programs, or significantly altering any other substantive aspects of Provider's operations and programs at City aquatics centers.

\* Partial list. Requirements and terms are incorporated into the draft RFP and/or will be included in the resulting agreement with the selected Provider.



## Proposed requirements and terms\*

5. Provider to seek City approval before engaging the services of subcontractors or other parties not directly employed by Provider to deliver aquatics programs and/or services in City aquatics facilities.
6. Provider to assign sufficient qualified staffing to maintain safe and effective operations at City aquatics facilities. Provider's staff will have the required qualifications and certifications for each position.
7. Provider to maintain appropriate and safe ratios of lifeguards to pool users at all times, consistent with industry best practices and applicable regulations.

\* Partial list. Requirements and terms are incorporated into the draft RFP and/or will be included in the resulting agreement with the selected Provider.





## Proposed requirements and terms\*

8. Provider to maintain reasonable evidence and documentation of its hiring practices, background checks, certifications and training, including documentation of pre-service/employment orientation, on-the-job training, regular in-service training, and certification training for each employee. Provider will furnish these records to the City for inspection on request.
9. Provider to demonstrate adequate risk management planning and practices by conducting annual audits and reviews by qualified external experts in coordination and with oversight by City staff.

\* Partial list. Requirements and terms are incorporated into the draft RFP and/or will be included in the resulting agreement with the selected Provider.





**STAFF REPORT**

**City Council**

**Meeting Date:** 10/11/2022

**Staff Report Number:** 22-192-CC

**Regular Business:** Award vehicle purchase contracts to Deere & Company, National Auto Fleet Group, Toro Company, Vermeer Manufacturing Company, and Volvo Construction Equipment and Services for the purchase and modification of police vehicles and motorcycles, light-duty trucks and heavy-duty equipment for the fiscal year 2022-23 vehicle purchase

**Recommendation**

Staff recommends the City Council award vehicle purchase contracts to Deere & Company, National Auto Fleet Group, Toro Company, Vermeer Manufacturing Company, and Volvo Construction Equipment and Services (Attachment A) for approximately \$1.11 million, plus a contingency of \$50,000 (held by the City), for the purchase and modification of five electric police vehicles, three lower emission police motorcycles, three electric light-duty public works trucks, one piece of electric equipment, and four pieces of renewable diesel powered equipment.

**Policy Issues**

City Council adopted Resolution No. 6493 to call for climate and sustainability action in Menlo Park in April 2019, Resolution No. 6534 to declare climate emergency to accelerate actions on the climate crisis in December 2019, and Resolution No. 6552 to approve the sustainable vehicle fleet policy to help reduce greenhouse gas emissions (GHG) in March 2020. The City Council also adopted the 2030 climate action plan (CAP) in July 2020 with CAP strategy goal No. 5 to eliminate the use of fossil fuels from municipal operations by 2030. CAP No.5 goal supersedes the fleet policy goals for overall fleet conversion as it requires a more aggressive transformation to reach carbon neutrality by 2030.

The proposed vehicle purchase contracts exceed the city manager’s purchasing authority and require City Council approval.

**Background**

Annually, the vehicle and equipment replacements are considered based on mileage, age, downtime for repairs, mandated emission regulations and an assessment of all vehicles and equipment. Replacements must strive to meet the CAP No. 5 goal to eliminate fossil fuels from city operations by 2030 (Attachment B) and use the Sustainable Fleet Policy (Attachment C) adopted by the City Council when making decisions about vehicle purchases.

The City has been actively replacing internal combustion engine vehicles with hybrids or electric vehicles. Last year, the City embarked on a strategic electric vehicle transition in the Police Department by purchasing three Tesla Model Ys to pilot in the patrol fleet, deploying one Ford Mustang Mach-E in the



police administration fleet, and one Chevrolet Bolt soon to be deployed as a code enforcement vehicle. This is a major milestone on the path to a zero-emission police fleet for small-sized police departments, such as Menlo Park. The recommended vehicle and equipment replacements would continue the City's commitment to leadership in reducing fleet emissions.

## **Analysis**

The following section describes the police and public works departments vehicle and equipment purchase proposals in fiscal year 2022-23.

Police proposes to purchase:

- One electric Ford Mustang Mach-E pool vehicle;
- One electric Ford F-150 Lightning community service truck;
- Three electric detective vehicles (two Ford Mustang Mach-E, and one Ford-150 Lightning); and
- Three lower emission BMW 1250 RT-P gasoline powered motorcycles.

Public works proposes to purchase:

- Three electric Ford F-150 Lightning light-duty trucks;
- One electric reel mower; and
- Four renewable diesel powered maintenance equipment.

Table 1 on the following page summarizes the fiscal year 2022-23 vehicle and equipment purchase with recommendations classified by department in accordance with the decarbonization plan and explains why certain vehicles and equipment are not all-electric.

Table 1: Fiscal year 2022-23 vehicle/equipment purchases						
City department	Number of vehicle type	Current vehicle fuel type	Proposed vehicle fuel type	Meets 2030 CAP No. 5 goal (yes/no)?*	Meets sustainable fleet policy (yes/no)?	Reason for exemption
Police	3 detective sedans (leased)	Hybrid	Electric	Yes	Yes	n/a
	1 pool sedan	Gasoline	Electric	Yes	Yes	n/a
	1 community service truck	Gasoline	Electric	Yes	Yes	n/a
	3 traffic enforcement motorcycles	Electric	Gasoline	No	Yes	Electric option not viable for traffic patrol operations
Public Works	3 light-duty trucks	Gasoline	Electric	Yes	Yes	n/a
	1 vibratory roller equipment	Renewable diesel	Renewable diesel	Yes	Yes	Electric option not yet available
	1 farm tractor equipment	Renewable diesel	Renewable diesel	Yes	Yes	Electric option not yet available
	1 reel mower equipment	Renewable diesel	Electric	Yes	Yes	n/a
	1 stump grinder equipment	Renewable diesel	Renewable diesel	Yes	Yes	Electric option not yet available
	1 brush chipper equipment	Renewable diesel	Renewable diesel	Yes	Yes	Electric option not yet available

\* The CAP No. 5 goal is to eliminate 90 percent of fossil fuel use from City operations by 2030. Staff are working to determine whether electrification of large equipment will be necessary to meet this goal. In the interim, staff will continue to monitor and evaluate equipment offerings available and select electric options where viable to further reduce fleet emissions from large equipment.

**Environmental Quality Commission feedback**

On August 31, staff presented the proposed fleet purchase to the Environmental Quality Commission (EQC) (Attachment D.) The EQC voted 6-0 (one commissioner absent) to recommend and advise the City Council to accept the proposed police department vehicle purchases and requested that staff consider the following feedback for the proposed public works equipment purchases:

- Timing purchases in relation to air quality requirements and end of life of combustion fired equipment;
- Looking into further alternatives for public works combustion fired equipment to present to City Council, such as other cities that are deploying electric public works equipment alternatives successfully; and
- Checking with agencies that are providing electric incentives to inform about available technologies (California Clean Off-Road Equipment (CORE) and Air Resources Board.)

In response to the EQC’s feedback, staff further investigated options for the public works equipment purchase. In general, pieces of equipment are replaced due to age, state emission standards and maintenance/repair costs. The average age of the equipment planned for replacement listed in Table 1 is 18.5 years old. The state’s requirement is to annually improve the fleet average emission target to show that the City continues to improve on its equipment emissions. An old engine restricts one type of pollutants;

whereas a newer engine restricts multiple types of pollutants.

Staff also reached out to multiple cities that deployed electric equipment, but found that they purchased handheld landscaping equipment, such as leaf blowers. One golf course used an electric reel mower, which staff researched and has included in this proposed purchase. Staff researched the eligible equipment available through California CORE, but they do not meet the City's needs. Staff will continue to look into the Carl Moyer Program from the Bay Area Air Quality Management District (BAAQMD) and the Inflation Reduction Act (IRA) for funding opportunities for future purchases.

The following sections further detail the proposed vehicle and equipment purchases, and expand on the information requested by the EQC.

### Police department purchases

The City began its commitment to sustainable fleet management more than a decade ago:

- 2008: Purchased one hybrid Ford Escape for code enforcement;
- 2012: Purchased one hybrid Ford Fusion for police administration;
- 2014/2016: Purchased two electric Zero motorcycles for the traffic enforcement officers (first in 2014 and second in 2016.) The motorcycle manufacturer was an early adopter in building all-electric motorcycles and configuring them into police motorcycles. Attachment E further explains why the electric motorcycles are no longer operable and are proposed to be replaced.
- 2017: Purchased two electric GEM vehicles for parking enforcement;
- 2018: Leased four hybrid Ford Fusions as detective vehicles;
- 2020 – 2021: Purchased 18 hybrid Ford Utilities as patrol, K-9 sergeant and commander vehicles;
- 2021: Purchased and outfitted three electric vehicles for a patrol pilot program and purchased an electric Ford Mustang Mach-E police administrative vehicle; and
- 2022: Purchased an electric Chevrolet Bolt code enforcement vehicle.

The willingness of the police department to engage in patrol alternatives with less impact on the environment is also seen in the use of bicycles by officers on duty. In August 2022, the department received two electric bicycles, making a total of 15 bicycles. The officers ride bicycles a couple of times a week, if not daily, as an alternative to driving patrol vehicles. The department is also currently engaged in a pilot program to evaluate the suitability of outfitted Tesla Y vehicles for patrol use. The City Council approved the purchase and outfitting of three Tesla Y vehicles with the vehicle replacement purchase in 2021. The vehicles are nearly ready for service and the pilot is set to launch in November 2022. Additional information regarding the Tesla Patrol pilot can be found in the Tesla Patrol update memorandum, an attachment to the August 31, 2022 EQC staff report (Attachment D.) Expanding patrol officer use of bicycles and department use of hybrid and electric vehicles where possible will continue to reduce the department's GHG emissions.

The vehicles proposed in this fiscal year's purchase are not driven by patrol officers; therefore, these vehicles do not need to be pursuit-rated (with the exception of the police motorcycles.) With more electric vehicle options readily available for the police department's non-patrol needs, the department and the EQC commissioners recommended purchasing five electric vehicles and lower emission motorcycles. At the time of the EQC review, two lower emission motorcycles were recommended for purchase. However, since that time, the department recommends an additional lower emission BMW (three in total) so the traffic team could standardize on a single motorcycle. With three of the same motorcycles, staff could replace them with electric options at the same time when models are available in the future. The current motorcycle models (Harley-Davidson) would be sold, and the sale price would partially offset the purchase of the lower

emission motorcycles.

If the purchase is approved, Figure 1 (Attachment F) shows the police department would have 14 electric vehicles and 18 hybrids. This result in more than 60 percent of the police fleet operating at significantly reduced or zero emissions, with officers consistently also opting to use bicycles as transportation when conditions allow.

**Public works department purchases**

The public works fleet has 15 pieces of heavy-duty equipment. The department continues to research electric options for equipment replacements and to reduce GHG emissions. Replacement of several light-duty trucks have been delayed to allow the market to develop electric options. In 2021, the first purchase of electric light-duty trucks was initiated; however, the City has not yet received the vehicles, which are currently on order and anticipated to be received in late 2022 or early 2023. The City began purchasing renewable diesel in April 2021. According to Neste, a producer of renewable diesel, their fuel could reduce GHG emissions by up to 90 percent. It is made from sustainable sources, such as animal fats, plant and cooking oils, and plant waste and can be intermixed with fossil diesel. Any vehicle or equipment using fossil diesel can now use renewable diesel. In addition, Public Works purchased a hybrid aerial truck in 2021.

In addition to proposing the purchase of three electric light-duty trucks, Public Works recommends replacing five pieces of equipment. The equipment is registered with the California Air Resources Board (CARB) Diesel Off-road Online Reporting System (DOORS) program, CARB Statewide Portable Equipment Registration Program (PERP), and the BAAQMD. The vibratory roller and farm tractor are registered in DOORS and the stump grinder and brush chipper are registered in PERP. Table 2 describes each equipment to be replaced.

Table 2: Equipment to be replaced				
Equipment	Age (years)	Engine type	State registration	Replacement reason
Vibratory roller	23	Tier 0	DOORS	Age, emission standards and maintenance
Farm tractor	24	Tier 1	DOORS	Age, emission standards and repair costs
Reel mower	20	Tier 1	n/a	Age, emission standards, maintenance and repair costs
Stump grinder	10	Tier 4I	PERP	Age and wear and tear from heavy use
Brush chipper	15	Tier 2	PERP	Age, emission standards, and wear and tear from heavy use

***State registration/air quality requirements***

Every year, staff must demonstrate that the City’s fleet meets the fleet average target and must report to CARB through DOORS. According to the CARB regulation guide, the fleet average index is an indicator of a fleet’s overall emissions rate determined by the horsepower and model year of each engine in the fleet. If the fleet average index is equal to or less than the fleet average target for a given year, the fleet owner is not required to take further action to reduce emissions from their vehicles. Therefore, there is no phase out date for equipment registered in DOORS.

According to the DOORS registration requirements, the City has until the end of 2023 to update the existing inventory to meet the state’s requirements. Therefore, staff recommends the vibratory roller, farm tractor, and reel mower to be replaced in this purchase proposal to remain compliant with state requirements given the typical lead times between placing the order and the equipment being delivered. If the two pieces of

DOORS equipment are not replaced this fiscal year, it is unlikely the City can maintain compliance in 2023.

Other pieces of equipment, such as the stump grinder and brush chipper, have portable engines and are registered under PERP. The State sets requirements for portable engines to reduce exposure to toxic diesel particulate matter and protect public health. The phase out date for the brush chipper is 2027; however, the phase out date is unknown for the stump grinder.

In response to the EQC's feedback to time purchases in relation to air quality requirements and end of life of combustion fired equipment, staff investigated the penalty fees if the City does not replace the list of equipment outlined in Table 2. If the City violates CARB or BAAQMD regulations, the city would receive a Notice of Violation and may be subject to penalty fees. The fees are assessed on case-by-case basis and according to the BAAQMD website, "...each additional day of noncompliance is considered an additional violation." Besides the monetary fines, the BAAQMD could refuse to renew the City's existing permits to operate. This would include emergency generators, the methane flare station at Bedwell Bayfront Park landfill, and the fuel station at the Corporation Yard. Fines would either be assessed on equipment that do not have their permits renewed or when they are operated past their phase out dates.

### *Engine types*

One of the considerations for equipment replacement is the engine type. There are six tiers of diesel engines: 0, 1, 2, 3, 4, 4I or Interim, and 4F or Final. Environmental Protection Agency (EPA) approved Tier 4 standards in 2004 to reduce particulate matters and nitrogen oxide emissions by approximately 90 percent and CARB is working on potential amendments to create the Tier 5 standards. The implementation of the Tier 5 standards is expected to begin in 2028. As shown in Table 1, the current vibratory roller has a Tier 0 engine; whereas, if a new one is purchased, it would meet Tier 4 emission standards. In multiple U.S. EPA guides on non-road compression-ignition engines, emission standards are not listed for Tier 0.

As years pass, the emission standards become more stringent to restrict the number of air pollutants released into the atmosphere. According to the U.S. EPA, the emission standards consist of six pollutants, including nitrogen oxide and carbon monoxide. The 1999 farm tractor has Tier 1 engine, which only restricts the number of nitrogen oxides emitted in the atmosphere. A newer tractor model with a Tier 3 engine restricts five pollutants to be released in the air.

### *Replacement reasons/Equipment purchase*

The public works department proposes the following five pieces of large equipment to be replaced:

- *Vibratory roller*: This is a small asphalt compactor used to help pave and make repairs to roadways. Due to its age (23 years old) and Tier 0 engine standard, staff recommends replacing it.

An electric vibratory roller is currently being piloted in Sweden; however, there is no electric option readily available for purchase.

Leasing the equipment is not cost effective as the average estimated rental price for a year is \$42,000 compared to an estimated purchase price of \$34,000. Renting the equipment on-demand would require staff to schedule the work depending on equipment availability and roundtrip delivery fees (estimated \$400) would be incurred for each rental. Therefore, staff recommends purchasing a renewable diesel-powered vibratory roller.

- *Farm tractor*: Staff uses a farm tractor to renovate sports and activity fields. The equipment needs to lift a minimum of 2,000 pounds and include a rear mounted three-point hitch. The three-point hitch is used to operate attachments (for example, an aerator, seeder or a tiller.) The tractor also needs to be equipped

with a front loading bucket in order to move and load rock, soil and debris.

Staff reached out to two manufacturers who make electric farm tractors; however, the available equipment is either too small or not readily available and does not meet the city's needs. Properly outfitted agricultural tractors may be available in the next few years and current selections are not compatible to manage the sports fields. For instance, the tires on the agricultural tractors have deeper treads and would tear up the grass. Lastly, the two possible electric tractor selections are the Solectrac e-25 and the Monarch MK-V. The Solectrac model is considered a compact tractor; the Monarch model is not currently in production and does not have the option of a front loading bucket. Neither model would be considered safe to drive on the roads due to their slow speeds. Trailering the electric tractors and attachments would necessitate the purchase of larger trucks and trailers and would also require the operators to obtain commercial class "A" driver's licenses.

Staff also researched electric front wheel loaders, but they are not equipped with the necessary three-point hitch.

The current tractor is 24 years old with a Tier 1 engine and parts are difficult to locate. The two closest repair facilities are located in Salinas and Stockton and the recent repair cost was in excess of \$5,000. The estimated average rental price for a year is \$54,000 and the estimated purchase price is \$50,000. As a result, staff recommends purchasing a renewable diesel-powered farm tractor, which is the cleanest fuel type currently available.

- **Reel mower.** Staff uses a reel mower to groom Bermuda grass, which grows on sports fields in the Burgess, Nealon and Jack Lyle Parks. Bermuda grass is a standard grass type grown on athletic fields and reel mowers have rotating blades that spin vertically, similar to a household push mower, which is suitable to cut Bermuda grass. The cut style is similar to cutting with scissors to make the edges smoother and more precise, which makes playing sports on the field safer. These considerations are why professional sport fields and golf courses manage Bermuda grass with reel mowers.

Reel mowers are a different design than a standard rotary lawn mower. Reel mowers are specifically designed for sports fields and Bermuda grass. Staff was able to locate an all-electric reel mower.

Toro, a landscaping equipment manufacturer, will begin their electric reel mower production and delivery next year in 2023. The estimated cost for an electric reel mower is \$75,100 while a renewable diesel model is \$49,400. The cutting width of the electric reel mower is narrower, which would slow down the cutting process.

The purchase of a new reel mower has been deferred multiple times in the past. The deferred purchases have impacted the City's resources as fleet staff expend more resources to maintain and repair these older vehicles. The fleet staff is comprised of two full-time and one part-time employees to maintain over 200 vehicles and equipment. The current reel mower is 20 years old with existing electrical issues that neither the dealer or staff are able to repair. Staff researched three rental companies and they do not rent out reel mowers. Following the EQC's direction, staff recommends purchasing an electric reel mower.

- **Stump grinder.** Staff uses the stump grinder daily to grind up tree stumps after tree removals and it is a vital piece of equipment. It requires a high horsepower engine with a massive amount of torque to operate the heavy flywheel and cutting tips. The replacement is based on the amount of use and age.



The average estimated rental price for a year is \$35,800 and the estimated purchase price is \$87,600. Staff researched electric options, but none are available in the foreseeable future. In summary, staff recommends this equipment be replaced with a similar renewable diesel-powered stump grinder.

- *Brush chipper:* Staff uses a brush chipper to clear wood debris either from tree removals or fallen limbs, which then are turned into wood chips to be applied in public right-of-ways. Wood chips are a great alternative to reduce weed growth. A significant amount of power and torque is required to pulverize branches and trunks (up to 19 inches in diameter) into wood chips. Staff explored electric options, but none are currently available, and do not appear likely in the foreseeable future.

The average estimated rental price for a year is \$54,600 and the estimated purchase price is \$106,300. In conclusion, staff recommends this equipment be replaced with a similar renewable diesel-powered brush chipper.

Following the EQC’s feedback, staff reached out to multiple cities to inquire about recent electric heavy equipment purchases. Their purchases are handheld electric landscaping equipment, not heavy-duty equipment. However, the Arroyo Seco Golf Course in South Pasadena uses an electric Jacobsen reel mower. Because Jacobsen does not have a local dealer for warranty work or repairs, staff recommends purchasing a Toro electric reel mower. Not only is the Toro dealership in Hayward, but their products are available to purchase through a cooperative purchasing contract from Sourcewell.

Table 3 summarizes the proposed equipment purchase. By replacing the current equipment with the latest model years and Tier engine standards, the City is reducing GHG and complying with CARB and BAAQMD regulations. One replacement is an electric reel mower, which follows the EQC’s direction from August. Four replacements are renewable diesel-powered equipment as they are the cleanest fuel type readily available. The recommended purchase proposal adheres to the Sustainable Fleet Policy.

Equipment	Fuel type	Meets sustainable fleet policy	Electric option readily available	Estimated average rental price (annual)	Estimated purchase price
Vibratory roller	Renewable diesel	Yes	No	\$41,900	\$34,100
Farm tractor	Renewable diesel	Yes	No	\$53,700	\$53,500
Reel mower	Electric	Yes	Yes	Not available	\$75,100
Stump grinder	Renewable diesel	Yes	No	\$35,800	\$89,000
Chipper	Renewable diesel	Yes	No	\$54,600	\$107,500

Incentive programs

BAAQMD and CARB provide potential funding to replace an old vehicle or piece of equipment. Staff previously applied for the Carl Moyer Program from BAAQMD, but was ineligible due to the equipment’s low mileage or hours of use. The Year 23 Funding Cycle recently opened and staff will explore this funding opportunity. The program encourages replacing existing vehicles and equipment with the cleanest alternative available.

CARB presents a funding opportunity called California CORE. However, the eligible products to receive the incentives do not fit the City's needs:

- Professional landscaping: The incentives offered to purchase the zero-emission professional landscaping equipment are mostly handheld equipment and lawn mowers;
- Agriculture: CORE offers vouchers for Soletrac and Monarch electric tractors. The Soletrac tractor is a compact tractor and is too small; the Monarch tractors are not currently in production and do not come equipped with a front loading bucket; and
- Construction: Front loaders are not equipped with a three-point hitch, which is necessary to tow attachments for meet maintenance needs.

On August 16, President Biden signed the IRA. One of the main purposes of the IRA is to combat the climate crisis by providing tax credits for new electric vehicle purchases and reducing particle pollution from fossil fuels. A direct pay tax credit is available to tax-exempt entities, such as the City of Menlo Park, for up to 30 percent of the cost of qualified commercial clean vehicles placed in service before 2033 (starting August 16, 2022.) There is a limit of \$7,500 for vehicles with a gross weight of less than 14,000 pounds, and \$40,000 limit for vehicles at or above that weight. Staff will continue to investigate how the IRA could further help decarbonize city operations to meet CAP No. 5, but this purchase proposal could potentially qualify for \$60,000.

Staff was not able to find local, state, or federal agency incentive programs that offer funding to replace large equipment and incentives to purchase zero-emission off-road equipment. However, staff will continue to monitor opportunities as programs evolve and offerings change.

#### City vehicle inventory

Figure 2 (Attachment F) compares the City's current fleet vehicle type with the proposed purchase. The fleet would be changed by:

- Eliminating gasoline and renewable diesel vehicles by three;
- Decreasing hybrid vehicles by four; and
- Increasing electric vehicles by eight.

In conclusion, staff recommends a total purchase of seven electric vehicles, three lower-emission gas motorcycles, one piece of electric equipment, and four pieces of renewable diesel equipment.

#### **Impact on City Resources**

Staff solicited proposals for the vehicles and equipment being purchased through cooperative purchasing contracts from Sourcewell. The City Council adopted Resolution No. 6704 to establish an award authority and bid requirements policy with the effective date of December 2021. The policy allows the City to enter into cooperative purchasing agreements, known as piggyback agreements in which the City would receive the same pricing and terms of contract entered by another entity. The Sourcewell purchasing contracts are 110719-JDC, 091521-NAF, 0311210-TTC, 031721-VRM and 032119-VCE.

The Vehicle Replacement Fund (VRF) currently has \$1.5 million available in fiscal year 2022-23. Table 5 outlines the total cost of the proposed vehicle and equipment purchases as approximately \$1.11 million plus a contingency of \$50,000 (held by the City) funded by the VRF. Staff expects the equipment and outfitting costs to increase until the City takes possession and the availabilities to be limited due to the current market trend. Therefore, pricing cannot be held due to market instability and any price increases would be finalized before delivery. Prices for vehicles to be purchased under the National Auto Fleet Group contract should remain the same.



Table 4: Vehicle and equipment costs					
Vehicle purchase contract	City department	Description	Type	Quantity	Total cost
National Auto Fleet Group (091521-NAF)	Police	Detective vehicle	Electric Ford F-150 Lightning and Mustang Mach-E	3	\$235,900
		Pool vehicle	Electric Ford Mustang Mach-E	1	\$80,300
		Community service truck	Electric Ford F-150 Lightning	1	\$87,500
		Traffic motorcycle	Gas BMW 1250 RT-P	3	\$121,000
	Public Works	Light-duty trucks	Electric Ford F-150 Lightning	3	\$226,000
Volvo Construction Equipment (032119-VCE)	Public Works	Vibratory roller	Compact roller	1	\$34,100
Deere & Company (110719-JCD)	Public Works	Farm tractor	Similar sized farm tractor	1	\$53,500
The Toro Company (031121-TTC)	Public Works	Reel mower	Electric Toro alternative	1	\$75,100
Vermeer Manufacturing Company (031721-VRM)	Public Works	Stump grinder	Vermeer grinder	1	\$89,000
		Brush chipper	Vermeer chipper	1	\$107,500
<b>Contingency</b>					<b>\$50,000</b>
<b>Total</b>					<b>\$1,160,000</b>

**Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b) (3) as it will not result in any direct or indirect physical change in the environment.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Vehicle purchase contracts and quotes
- B. Hyperlink – 2030 CAP: [beta.menlopark.org/Government/Departments/City-Managers-Office/Sustainability/Climate-Action-Plan](https://beta.menlopark.org/Government/Departments/City-Managers-Office/Sustainability/Climate-Action-Plan)
- C. Resolution No. 6552 – Sustainable Vehicle Fleet Policy

- D. Hyperlink – August 31 EQC staff report: [beta.menlopark.org/files/sharedassets/public/agendas-and-minutes/environmental-quality-commission/2022-meetings/agendas/20220831-environmental-quality-commission-agenda-packet.pdf](https://beta.menlopark.org/files/sharedassets/public/agendas-and-minutes/environmental-quality-commission/2022-meetings/agendas/20220831-environmental-quality-commission-agenda-packet.pdf)
- E. Police motorcycle replacement memorandum
- F. Figures 1 and 2 – Vehicle inventory comparisons

Report prepared by:

Joanna Chen, Management Analyst II  
Ori Paz, Management Analyst II  
Donald Weber, Public Works Supervisor – Fleet

Report reviewed by:

Brian Henry, Assistant Public Works Director  
Rebecca Lucky, Sustainability Manager  
Nikki Nagaya, Public Works Director  
Dave Norris, Chief of Police



**Solicitation Number: RFP#110719**

**CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Deere & Company**, 2000 John Deere Run, Cary, NC 27513 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires December 30, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## 5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## 6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).



The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

## **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

#### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

#### **17. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## **20. INSURANCE**

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay



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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require

the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**24. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days’ written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 12/23/2019 | 8:47 AM CST

Deere & Company  
DocuSigned by:  
By: Andrew Roman  
C44230CF47A24D5...  
Andrew Roman  
Title: Contract Administrator  
Date: 12/23/2019 | 6:43 AM CST

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/23/2019 | 9:00 AM CST

# RFP 110719 - Ag Tractors with Related Attachments, Accessories, and Supplies

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## Vendor Details

Company Name: Deere & Company  
2000 John Deere Run  
Address: Cary, NC 27513  
Contact: Andrew Roman  
Email: GovContractSupport@JohnDeere.com  
Phone: 800-358-5010 2285  
Fax: 309-749-2313  
HST#: 362382580

## Submission Details

Created On: Wednesday October 02, 2019 13:10:29  
Submitted On: Thursday November 07, 2019 10:26:36  
Submitted By: Andrew Roman  
Email: GovContractSupport@JohnDeere.com  
Transaction #: fc7b4092-1aab-463f-88f9-e8f4dbc9e793  
Submitter's IP Address: 165.225.0.97

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Deere & Company
2	Proposer Address:	2000 John Deere Run Cary, NC 27513
3	Proposer website address:	www.johndeere.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew Roman - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2285
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Garrette - Government Business Manager 19695 Embers Avenue, Farmington, MN 55024 GarretteRobertM@JohnDeere.com 908-442-3455

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Deere & Company, founded in 1837 (collectively called John Deere), began as a simple one-man blacksmith shop. Today it's grown into corporation that does business around the world and employs over 74,000 people worldwide. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere is the world's leading provider of advanced products and services for agriculture and forestry and a major provider of advanced products and services for construction and lawn & turf. John Deere also provides financial services worldwide and manufactures and markets engines used in heavy equipment. Deere & Company is a global company with offices and factories throughout the U.S. and overseas in countries such as China, India, Poland, Russia and Germany just to name a few. John Deere has been involved with the manufacturing of tractors since 1918.
8	Provide a detailed description of the products and services that you are offering in your proposal.	John Deere will offer its complete product offering for ag tractors, implements and related equipment include: 1. Small, Mid and Large frame ag attachments 2. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, b 4. Combines 5. Cotton 6. Hay & Forage (balers, disk mowers, etc.) 7. Tillage (plows, harrows, etc.) 8. Planting & Seeding (planters, drills, air seeders) 9. Self propelled sprayers 10. Ag Management Solutions 11. Frontier implements and attachments  Our independent dealer network will provide aftermarket services upon request.
9	What are your company's expectations in the event of an award?	John Deere will be able to offer a wide array of products that fall within the scope of this RFP that will meet and exceed the needs of all Sourcewell members.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our 2018 Annual Report has been uploaded as part of our proposal.
11	What is your US market share for the solutions that you are proposing?	John Deere considers its market share data to be proprietary information.
12	What is your Canadian market share, if any?	John Deere considers its market share data to be proprietary information.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.

14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	John Deere is a manufacturer. a. John Deere has a nationwide dealer network. The dealer network consists of independently owned and operated businesses. b. John Deere partners with independently owned John Deere dealers that are authorized to sell and service John Deere equipment being offered in the RFP.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the best of our knowledge, Deere & Company maintains all licenses and certifications necessary to conduct its business (e.g. its sale of agricultural equipment) in the United States.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	Not applicable.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	List of subcategory products and services John Deere will offer within this RFP include: 1. Material handling attachments (tractor loaders, flail mowers, scrapers, shredders, backhoes) 2. Rotary cutters 3. Combines 4. Cotton 5. Hay & Forage (balers, disk mowers, etc.) 6. Tillage (plows, harrows, etc.) 7. Planting & Seeding (planters, drills, air seeders) 8. Self propelled sprayers 9. Ag Management Solutions 10. Frontier implements and attachments

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2018 Best Global Brand - Interbrand World's Most Ethical Companies - Ethisphere Institute (12th Year) Top 10 Innovative Company - American Innovation Index Corporate Partner of the Year - National Society of Black Engineers</p> <p>2017 World's Most Admired Companies - Fortune Magazine # 50 50 Best Places to Work in the US - Indeed.com US Chamber of Commerce Foundation Citizens Award Company of the Year - Society of Hispanic Professional Engineers</p> <p>2016 2016 Good Design Award - Good Design is one of the oldest, prestigious and most recognized program for design excellence worldwide.</p> <p>2015 Gold Status Pillar of the Industry Award - Association of Equipment Manufacturers</p> <p>2014 Deere &amp; Company has been selected 16th on the 2014 Global Top Companies for Leaders list – a comprehensive study that recognizes best-in-class management practices, especially in the area of leadership development.</p>
19	What percentage of your sales are to the governmental sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of government agencies. We can assure you that we are a partner who is fully aligned with governmental customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
20	What percentage of your sales are to the education sector in the past three years	Due to proprietary information, we would prefer not to provide the sales volume history of education agencies. We can assure you that we are a partner who is fully aligned with educational customer purchase requirements. With a dedicated governmental sales department that works solely with public agencies and our dealer network, we continue to increase our sales volume in this key segment.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The state, county and cooperative sales volumes are combined. The sales volumes over the past three years are as follows: 2018 - \$305.5M 2017 - \$295.5M 2016 - \$279.6M
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	John Deere currently holds the following GSA Contracts: Ag Tractor Contract #GS-30F-0007T UV Contract #GS-07F-9670S L&G Contract #GS-06F-0083S  The total sales volume for the GSA contracts over the past three years are as follows: 2019 = \$21.0M 2018 = \$15.3M 2017 = \$17.1M

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jennifer Monserud	515-239-1607
Mt. San Antonio College, Walnut CA	Sandi Horn	909-274-5509
Anne Arundel County, Maryland	Dale Eutsler	410-222-7665
State of Indiana - Sourcwell Participating Addendum	Stephanie Nelson	317-234-0963
State of Arkansas - Sourcwell Participating Addendum	John Leverett	501-683-2222



**Table 5: Top Five Government or Education Customers**

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Coop - Buyboard Grounds Maintenance Contract	Government	Texas - TX	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$11.5M FY18 = \$10.4M FY17 = \$13.0M
MI - Ag, Grounds and Roadside Equipment Contract	Government	Michigan - MI	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$8.1M FY18 = \$8.6M FY17 = \$11.0M
OH - Ag Machinery, Mowers & Tractors Contract	Government	Ohio - OH	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$12.8M FY18 = \$20.7M FY17 = \$17.4M
OK - Agriculture, Trees & Brush Maintenance Equipment Contract	Government	Oklahoma - OK	John Deere Ag Tractors and Related Equipment	Varies	FY19 = \$11.5M FY18 = \$10.3M FY17 = \$7.0M
PA - Ag and Grounds Keeping Power Equipment Contract	Government	Pennsylvania - PA	Complete Price Page Contract for all John Deere product categories.	Varies	FY19 = \$9.2M FY18 = \$9.8M FY17 = \$8.3M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	John Deere has dedicated governmental sales department, based out of Cary, NC, that focuses 100% of their time on the sales and processing of agricultural and turf equipment to governmental and other public agencies. We have a total of 6 Government Business Managers, one of which is dedicated strictly to federal sales. The 5 remaining Government Business Managers are ultimately responsible for state governmental sales in their respective geographies, dedicating 100% of their time to growing the John Deere governmental sales business. The government business managers develop relationships and understand the equipment needs of federal purchasing agents, state purchasing agents and state fleet administrators, i.e. Department of Transportation, Department of Natural Resources. The government business managers also work with John Deere dealers to provide training and a greater understanding of the selling process. The John Deere dealer is ultimately responsible for delivering and supporting the equipment. In relation to the potential Sourcewell Ag Tractors with Related Attachment Contract, the government business managers would promote the contract to state purchasing agents and state fleet administrators, who either do not have their own state purchasing contract or have product gaps in their contracts.
26	Dealer network or other distribution methods.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
27	Service force.	John Deere has a nationwide independent dealer network offering best-in-class parts, service, and support. We know the government customer and make everything easy, from the initial purchase to service and support. Our dealer network, with over 1,700 locations nationwide, would be responsible for delivering and servicing the equipment sold to end users using this contract. John Deere dealers offer a combination of after-hours service (varies by dealer) and online support (online parts ordering system), which gives end-users the service needed to avoid costly downtime. The John Deere parts ordering system is available for all dealers and gives them access to over 800,000 unique parts which are ready to ship overnight, if needed. Most dealers also offer some form of mobile maintenance service, which provides on-site service. Dealer technicians are factory-trained on the service and support of the products offered in this RFP.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The support of the equipment ultimately takes place through the John Deere dealer network. While customer service inevitably varies within the dealer network, the consistent training that is offered by John Deere Company to dealer technicians and parts personnel helps provide each agency with a similar customer experience. Should there be a need for equipment service, it will be the Sourcewell member's responsibility to contact the delivering dealer for service. The member can also work with other dealers if necessary, as warranty and service work can be performed by any authorized John Deere dealer. In the event of service issues that cannot be solved by the John Deere dealer, the dealer works with John Deere Company's dealer technical assistance center for elevated support.</p> <p>As far as the John Deere Government Sales Department, we have an entire department of approximately 30 people dedicated to government sales. This includes an Order Management Team, that within an average of 7 days of submission, audits and processes every PO to verify contract pricing and verify the items quoted are eligible for the contract. Contract Administrators in the department ensure contract compliance is maintained.</p>
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	John Deere will serve the entire United States, including Alaska and Hawaii and Canada.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	John Deere will serve all Sourcewell Member sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	John Deere will only ship to Alaska and Hawaii. For deliveries to Alaska or Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. The equipment will be FOB origin. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member. For all other deliveries within the continental US, the equipment will be FOB destination (the Sourcewell member will NOT be charged factory freight to the delivering dealer).

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>John Deere currently uses several forms of marketing to target the governmental and public customer segment:</p> <ol style="list-style-type: none"> <li>1. We have created a website where we prominently advertise the cooperative contracts we currently hold.</li> <li>2. Each year, the company produces a purchasing guide for government equipment. This purchasing guide, available in both print and electronic Flash Drive format, is used by the John Deere dealer network to promote the products.</li> <li>3. John Deere provides templates online for dealers to create their own mailings to promote products to governmental and public agencies.</li> <li>4. John Deere also prints detailed marketing brochures for the products being offered in this RFP. This literature is made available to dealers and includes features and benefits and equipment specifications.</li> </ol> <p>A sample of marketing materials have been uploaded for review. The Marketing Literature Sample.pdf contains 2019 Government Calendar, 2019 Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>JohnDeere.com provides detailed product information for the products being offered in this RFP. Customers are able to view information on product features, specifications, and accessories. Utilizing JohnDeere.com, Sourcewell members would be able to "build-their-own" product. Customers choose the product category and subsequent product options to configure their desired piece of equipment. Manufacturer's Suggested Retail List Price is shown. The website will not show the Sourcewell contract discount, but if the Sourcewell member knows the discount on the particular product category, they will be able to determine their purchase price.</p>
34	In your view, what is Sourcewell's role in promoting a Sourcewell- awarded contract into your sales process?	<p>Sourcewell will play a key role in working with and supporting the John Deere Government Business Managers, by helping the Business Managers promote the Sourcewell contract and recognize key opportunities in states that show a willingness to adopt Sourcewell. Conference calls and/or webinars with the John Deere Government Business Managers will be a valuable tool. Because the Business Managers have a strong relationship with the John Deere dealers, the business managers will help the dealers understand the contract and market it in their particular areas. The business managers will help the John Deere dealers understand the steps necessary to sign up new Sourcewell members as well. Furthermore, in certain geographies, webinars could be used to help John Deere dealers understand the Sourcewell contract. These opportunities would typically be initiated by John Deere and considered on an individual basis depending on the needs of a particular region.</p>
35	Are your products or services available through an e-procurement system and how government agencies are using it?	<p>We currently use E-procurement systems in North Carolina and Virginia (eVA) because we are contractually required to do so. The system does provide the state a constant record of sales activity, however, administratively, E-procurement is not a seamless process for us. When it comes to John Deere equipment, there are thousands of equipment configurations. Because Deere's price pages are in pdf format, we cannot just simply upload the pricing into the E-procurement systems. We have to manually construct base machines by model and enter them individually. Doing it this way means the agency is not getting the complete picture of what we have available. They're only getting a "sample". For this most part, agencies still feel most comfortable with working directly with the dealer to ensure they're getting equipment that will best suit their needs.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The John Deere dealer is ultimately responsible for delivering and supporting the equipment. However, any Sourcewell member will be encouraged to call the John Deere governmental sales direct toll-free number (800-358-5010, option 2) for assistance with locating their nearest dealer. John Deere does offer distance-learning classes on the operation and adjustment of equipment for certain products. To date, this has primarily been for larger equipment, targeted at farm customers. Many John Deere dealers offer local training, which is at the discretion of the dealer.
37	Describe any technological advances that your proposed products or services offer.	John Deere Power Tech Final Tier 4 engines 75 HP and above are built on a proven platform of emissions control technologies including: 1. Cooled exhaust gas recirculation (EGR) 2. Exhaust filters 3. Selective catalytic reduction (SCR)  ExactRate Planter Fertilizer System 1. Reduces fertilizer usage by up to 8%. 2. Improve fertilizer placement accuracy by up to 20%
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions include: 1. Reduce environment impact, including CO2 emissions on 90% of 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainability is foundational to the John Deere strategy. We are committed to reducing the environmental impact on 90% of new products to include carbon emission reductions and invest \$4 Million dollars per day in research and development. Further we have received the following awards: Best Global Brands - Interbrand Top Ten Innovative Companies in U.S. - American Innovation Index World's Most Ethical Companies - Ethisphere Institute
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. A recent small business compliance review reaffirmed John Deere truly has an active Supplier Diverse program.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	John Deere's founder was best known for his work with the first commercially successful plow. And so it is today that we are perhaps best known for our quality agricultural equipment. We also take the lead worldwide in construction and forestry equipment. We're a major force in grounds maintenance and commercial landscape equipment. Also, John Deere Financial is one of the largest equipment finance companies.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	John Deere will serve Sourcewell member agencies in Canada. The Canadian John Deere dealer network is able to service equipment throughout Canada.

**Table 9: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	See paragraph A of the attached warranty statement.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Per the attached warranty statement paragraph B, the warranty term (time period and usage limits) varies by product.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Per the attached warranty statement paragraph A, the purchaser will be responsible for any service call and/or transportation of equipment to and from the authorized dealer's place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	The John Deere dealer network is able to service equipment throughout the United States and Canada.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	John Deere is only submitting equipment manufactured by John Deere.
48	What are your proposed exchange and return programs and policies?	John Deere exchanges and returns will not be permitted.
49	Describe any service contract options for the items included in your proposal.	John Deere is not including service contract options with our proposal.

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	John Deere's payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	John Deere offers financing and leasing options through John Deere Financial. The John Deere Municipal Lease Purchase Plan is a special low- rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body or their political subdivisions may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval and if the agencies rules and guidelines allow. John Deere Financial also offers other leasing and financing options for governmental, educational, and non- profit entities, subject to approval.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	The order process will follow a Business-to-Government order process. Our dealer network will be quoting equipment, accepting purchase orders, delivering and servicing the equipment. The Sourcewell Member or John Deere dealer will submit a purchase order to John Deere Government Sales for processing, noting the Sourcewell contract number on the PO and the Member's preferred delivering dealer. John Deere will invoice the member upon delivery of the product. The equipment will be delivered by the designated dealer.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	No.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts) (if applicable) in the document upload section of your response.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage discount range is 14% to 24% off Current MSRP.
56	Describe any quantity or volume discounts or rebate programs that you offer.	John Deere offers a Multiple Unit Discount (MUD) based on the following schedule:  3-4 units – 1% 5-6 units – 2% 7-8 units – 3% 9 units or more – 4%  For sales of three or more like self-propelled equipment sold to one customer on the same purchase order qualifies for an additional discount. Implements and attachments sold with and for self-propelled ride-on machines are also eligible for multi-unit discounts, but do not count towards the total number of ride-on units, which determines the multi-unit discount percentage. Frontier Equipment is excluded from the Multiple Unit Discount.
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	John Deere can offer “Sourced Goods” to Sourcewell Members. What Sourcewell calls “Sourced Goods” John Deere calls non-contract items and allied items. We define non-contract as John Deere items that are not on contract (like parts and catalog items that say “See Parts” or “See Catalog” in our price pages). Allied equipment is defined as non-John Deere equipment (ex. Tiger mower). Non-contract and allied items would be sold as “open market” and the price of the item would be negotiated between the John Deere dealer and the Sourcewell Member. The non-contract/allied item would appear on the purchase order (PO) with the contract item but would be listed as “non-contract”. For example, a Sourcewell Member could purchase a John Deere Ag Tractor, a canopy (non-contract) and a Tiger mower (allied) by utilizing the Sourcewell contract. The price of the canopy and Tiger mower would be determined by the John Deere dealer and both would be listed on the PO as non-contract items. We successfully use this process on other contracts.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.  The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.  The dealer may charge \$4.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For deliveries to Alaska, Hawaii, factory freight to the delivering dealer will be paid by the Sourcewell member. Factory freight is known at the time of quoting and will be included on the quote to the Sourcewell member.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Sourcewell member will receive their equipment quote directly from the John Deere dealer. The dealer is able to create the quote by utilizing the contract information (discounts, contract guidelines, eligible equipment, etc.) that we have posted on our website as well as a quoting tool that we've made available to them. The member will submit their purchase order (PO), with contract number noted, to the dealer. John Deere will be listed as the vendor on the PO and the dealer, who created the quote, will be the delivering dealer. The dealer will then upload the quote and the PO to Deere's online order management system. Our Order Management Team will then retrieve the quote and the PO and audit them based on the contract guidelines. If an issue is discovered with PO and/or quote, the Order Management Team will then contact the dealer and work with the dealer and the member to get the issue resolved.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	John Deere will pay a 1% administrative fee.

**Table 14: Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	John Deere looks forward to annual business reviews with Sourcewell account managers. During these reviews, we discuss plans and volume goals and normally include percentage sales increase. Our metrics & goals for 2020 and beyond includes this discussion.
66	Describe any industry-specific quality management system certifications obtained by your organization.	Several John Deere manufacturing facilities operate a quality management system which complies with the requirements of ISO 9001.
67	Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in this response.	John Deere is not providing preventive maintenance programs as part of its RFP response. However, Sourcewell Members will be able to purchase these programs directly from dealers utilizing the "Sourced Equipment/Products and/or related Services" method outlined in Line Item 57 in Table 11: Pricing and Delivery.

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.



## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Financial Strength and Stability](#) - 2018\_John-Deere-Annual-Report.pdf - Monday November 04, 2019 12:17:59
  - [Marketing Plan/Samples](#) - Marketing Literature Samples.pdf - Monday November 04, 2019 15:58:35
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Stmt - Ag & Turf.pdf - Monday November 04, 2019 12:18:39
  - [Pricing](#) - Price Schedule and Price Pages.pdf - Tuesday November 05, 2019 14:17:01
  - [Additional Document](#) - Supplement Information.pdf - Wednesday November 06, 2019 10:47:12

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

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

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

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Andrew Roman, Contract Administrator

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 110719 - Ag Tractors - Addendum_3 Fri November 1 2019 07:13 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors -Addendum_2 Mon October 21 2019 11:45 AM	<input checked="" type="checkbox"/>	--
RFP110719 - Ag Tractors - Addendum_1 Mon September 23 2019 09:03 AM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1  
TO  
CONTRACT #110719-JDC**

THIS AMENDMENT is by and between **Sourcewell** and **Deere & Company** (Vendor).

Vendor was awarded a Sourcewell Contract for Ag Tractors with Related Attachments, Accessories, and Supplies effective December 23, 2019, through December 30, 2023, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. The parties agree that delivery will be 90-180 days after receipt of order (ARO) for agricultural equipment.

**Remainder of page intentionally left blank.**

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

By: Jeremy Schwartz  
Authorized Signature DocuSigned by: C0FD2A139D06489...

Jeremy Schwartz  
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 2/26/2021 | 2:13 PM CST

**Deere & Company**

By: Andrew Roman  
Authorized Signature DocuSigned by: E2D8D7D6435C47C...

Andrew Roman  
Name – Printed

Title: Contract Administrator

Date: 2/26/2021 | 12:27 PM CST

**Sourcewell-APPROVED:**

By: Chad Coquette  
Authorized Signature DocuSigned by: 7E42B8F817A64CC...

Chad Coquette  
Name – Printed

Title: Executive Director/CEO

Date: 2/26/2021 | 2:36 PM CST

**AMENDMENT #2  
TO  
CONTRACT #110719-JDC**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Deere & Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Ag Tractors with Related Attachments, Accessories, and Supplies, to Sourcewell and its Participating Entities, effective December 23, 2019, through December 30, 2023 (Original Agreement).

The parties wish to amend the Contract to add:

Upon a Dealer’s acceptance of this Contract’s Terms and Conditions, Supplier authorizes Dealers to sell directly to Participating Entities; this includes accepting Purchase Orders and Invoicing Participating Entities. In the event a Dealer does not accept this Contract’s Terms and Conditions, Supplier may sell directly to Participating Entities.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

By: Jeremy Schwartz  
Jeremy Schwartz  
DocuSigned by:  
C0FD2A139D06489...

Title: Director of Operations & Procurement/CPO

Date: 7/7/2022 | 3:32 PM CDT

**Deere & Company**

By: Andrew Roman  
Andrew Roman  
DocuSigned by:  
E2D8D7D6435C47C...

Title: Contract Administrator

Date: July 1, 2022 7/7/2022 | 2:11 PM CDT

Approved:

By: Chad Coauette  
Chad Coauette, Executive Director/CEO  
DocuSigned by:  
7E42B8F817A64CC...

Date: 7/7/2022 | 5:19 PM CDT

**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

Vendor: Deere & Company

- 2000 John Deere Run  
Cary, NC 27513
- Signature on all LOIs and POs with a signature line
- Contract name or number; or JD Quote ID
- Sold to street address (no PO box)
- Ship to street address (no PO box)
- Bill to contact name and phone number
- Bill to address
- Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- Membership number if required by the contract

**For any questions, please contact:**

**James Sherman Jr**

Turf & Industrial Equipment  
2715 Lafayette Street  
Santa Clara, CA 95050

Tel: 408-727-5660

Fax: 408-727-5875

Email: [jrs@turfandindustrial.com](mailto:jrs@turfandindustrial.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**Quote Id:** 27147600

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**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Turf & Industrial Equipment  
2715 Lafayette Street  
Santa Clara, CA 95050  
408-727-5660  
jmm@turfandindustrial.com

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Prepared For:

**CITY OF MENLO PARK**



**Proposal For:**

**Delivering Dealer:**

James Sherman Jr

Turf & Industrial Equipment  
2715 Lafayette Street  
Santa Clara, CA 95050

jmm@turfandindustrial.com

**Quote Prepared By:**

James Sherman Jr  
jrs@turfandindustrial.com



**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Turf & Industrial Equipment  
 2715 Lafayette Street  
 Santa Clara, CA 95050  
 408-727-5660  
 jmm@turfandindustrial.com

### Quote Summary

**Prepared For:**

CITY OF MENLO PARK  
 333 BURGESS DR  
 MENLO PARK, CA 94025  
 Business: 650-330-6780

**Delivering Dealer:**

**Turf & Industrial Equipment**  
 James Sherman Jr  
 2715 Lafayette Street  
 Santa Clara, CA 95050  
 Phone: 408-727-5660  
 jrs@turfandindustrial.com

**Quote ID:** 27147600  
**Created On:** 27 July 2022  
**Last Modified On:** 26 September 2022  
**Expiration Date:** 31 October 2022

Equipment Summary	Selling Price	Qty	=	Extended
JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)	\$ 48,895.65	1	=	\$ 48,895.65
<b>Contract:</b> Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)				
<b>Price Effective Date:</b> September 22, 2022				
<b>Equipment Total</b>				<b>\$ 48,895.65</b>

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total	\$ 48,895.65
Trade In	
SubTotal	<b>\$ 48,895.65</b>
Sales Tax - (9.375%)	\$ 4,583.97
Est. Service Agreement Tax	\$ 0.00
Total	\$ 53,479.62
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 53,479.62</b>

# Selling Equipment

Quote Id: 27147600      Customer Name: CITY OF MENLO PARK

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Turf & Industrial Equipment  
2715 Lafayette Street  
Santa Clara, CA 95050  
408-727-5660  
jmm@turfandindustrial.com

## JOHN DEERE 4066R Compact Utility Tractor (52 PTO hp)

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Selling Price \*  
\$ 48,895.65

Price Effective Date: September 22, 2022

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0389LV	4066R Compact Utility Tractor (52 PTO hp)	1	\$ 49,512.00	18.00	\$ 8,912.16	\$ 40,599.84	\$ 40,599.84
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1701	Factory Installed Loader with Bucket	1	\$ 8,878.00	18.00	\$ 1,598.04	\$ 7,279.96	\$ 7,279.96
2005	Open Station with Deluxe Seat	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2650	Less Radio	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Less Wheel Spacer	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
5243	44x18-20 (4PR, R3 Turf, 1 Position)	1	\$ -577.00	18.00	\$ -103.86	\$ -473.14	\$ -473.14
6243	27x10.50-15 (4PR, R3 Turf, 2 Position)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Standard Options Total</b>			<b>\$ 8,301.00</b>		<b>\$ 1,494.18</b>	<b>\$ 6,806.82</b>	<b>\$ 6,806.82</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
LVB25334	Canopy - Standard	1	\$ 597.30	18.00	\$ 107.51	\$ 489.79	\$ 489.79
LVB25332	Canopy Mounting Bracket and Hardware Kit	1	\$ 92.40	18.00	\$ 16.63	\$ 75.77	\$ 75.77
BLV10050	4th and 5th Selective Control Valve Kit (OOS Only)	1	\$ 1,117.60	18.00	\$ 201.17	\$ 916.43	\$ 916.43
<b>Dealer Attachments Total</b>			<b>\$ 1,807.30</b>		<b>\$ 325.31</b>	<b>\$ 1,481.99</b>	<b>\$ 1,481.99</b>

# Selling Equipment

**Quote Id:** 27147600      **Customer Name:** CITY OF MENLO PARK

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513  
 FED ID: 36-2382580  
 UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

Turf & Industrial Equipment  
 2715 Lafayette Street  
 Santa Clara, CA 95050  
 408-727-5660  
 jmm@turfandindustrial.com

<b>Value Added Services</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total</b>				
		<b>Fees</b>		
California Tire Fee	1	7.00	7.00	7.00
<b>Equipment Fees Total</b>		<b>\$ 7.00</b>	<b>\$ 7.00</b>	<b>\$ 7.00</b>
<b>Total Selling Price</b>		<b>\$ 59,627.30</b>	<b>\$ 10,731.65</b>	<b>\$ 48,895.65</b>
			<b>\$ 48,895.65</b>	<b>\$ 48,895.65</b>

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell



contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

### **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

### **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms



no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is



primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto  
Fleet Group

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
11/4/2021 | 1:28 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
*Jesse Cooper*  
By: FACBB5730C1E467...  
Jesse Cooper  
Title: Fleet Manager  
11/4/2021 | 10:46 AM CDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
11/4/2021 | 1:34 PM CDT  
Date: \_\_\_\_\_





# National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

10/04/2022

Quote ID 9039 R1

Mr. Don Weber

City of Menlo Park  
333 Burgess Dr.  
Menlo Park, CA 94025

Dear Mr. Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Three (3) New/Unused Sourced Item (2023 R 1250 RT-P Motor)** and delivered to your specified location, each for:

	One Unit (1)	Extended Units (3)
Contract Price	\$ 33,620.29	\$ 100,860.87
Tax (9.375%)	\$ 3,151.90	\$ 9,455.70
<b>Total</b>	<b>\$ 36,772.19</b>	<b>\$ 110,316.57</b>

- Per the attached specifications.

This vehicle(s) is available under **Sourcewell Contract # 091521-NAF awarded to National Auto Fleet Group (dba 72 Hour LLC)- vehicles**. Please reference this Contract Number on all Purchase Orders. Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

  
Jesse Cooper  
National Fleet Manager  
[jcooper@Nationalautofleetgroup.com](mailto:jcooper@Nationalautofleetgroup.com)  
Office (855) 289-6572  
Fax (831) 480-8497





# R 250 RT-P Motor Pricing Form -

See Special Notation Comment

**Quotation for:**  
**City on Menlo Park**

Per		BMW P/N	Order #
<b>Blue ID Light Selection (1)</b>			
0	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717	
1	Round Blue License Plate ID Lights - RID	71 60 2 452 897	
<b>Emergency Warning Lights (10)</b>			
5	Red LED-X Light	63 17 2 361 718	5
5	Blue LED-X Light	63 17 2 361 719	5
0	Amber LED-X Light	63 17 2 361 720	0
0	White LED-X Light	63 17 2 361 721	0
0	Green LED-X Light	63 17 2 450 782	0
<b>Rear Duplex Emergency Warning Light (1)</b>			
0	Duplex LED-X Red / Red	63 17 2 361 728	0
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0
1	Duplex LED-X Red / Blue	63 17 2 361 730	1
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0
0	Duplex LED-X Green / Green	63 17 2 450 783	0
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0
<b>Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)</b>			
6	White Torus LED TDL/Alley	63 17 2 361 722	6
2	Auxiliary LED Turn Signals	63 17 2 361 725	2
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0
<b>Dealer Installed Options / Retrofits</b>			
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0
0	Also Requires DTC Enabling Code	77 53 8 395 841	0
0	LED Auxiliary Headlights Nano (order 2)	63 17 9 457 322	0
0	Bolt 6 x 40 (order 2)	63 12 7 699 141	0
0	M6 Hex Nut (order 2)	07 12 9 905 826	0
Requires Activation by Dealer - No Code Needed			
<b>Convenience Options</b>			
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 7 105 699	0
0	Heated Seat - Low	52 53 8 544 786	0
0	Heated Seat - High	52 53 8 544 792	0
0	Tire Pressure Gauge	82 12 0 140 377	0
1	BMW Motorrad Battery Charger (2.5 Ah)	77 02 2 470 951	1
0	Motorcycle Full Cover	71 60 2 450 408	0

Note: Prices subject to change without notice. Always verify accuracy of part pricing.  
 Final price is always determined by the selling authorized BMW Motor

# R 250 RT-P Motor Pricing Form -

Quotation for:

City on Menlo Park

## Additional Accessories

Qty	Item Description	BMW P/N	Order #
Per	Additional Accessories		
	Storage Options		
0	Saddlebag Liners (each)	71 60 7 704 109	0
0	Tank Top Bag	77 45 8 543 227	0
	Engine Protection		
0	Rocker Cover Protection	77 14 8 406 187	0
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5
5	Grommet (order 5)	13 53 1 341 283	5
5	Bushing (order 5)	11 84 8 544 832	5
1	Bracket front (order 1)	11 84 8 532 937	1
1	Bracket Rear (order 1)	11 84 8 532 940	1
5	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	5
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5

Note: Prices subject to change without notice. Always verify accuracy of part p

Final price is always determined by the selling authorized BMW

## Additional Accessories From Other Suppliers

Qty	Description	PN
1	Cell Phone Charger Demo: Charger Only Con	FMSA-EL-CPCA
1	Fairing Waterproof Lighter Socket	FMSA-EA-LSF
1	Security Pin / AR Receivers	FMSA-GL-SPAR
1	Assault Rifle Mount Demo: Lower Support /	FMSA-GL-ARM
1	Assault Rifle / Shotgun Mounting Bracket De	FMSA-MT-RMB
1	Stalker X-Series Lidar Holster Demo: RH 2015	FMSA-GHST-X
1	Flashlight & Baton Holders Demo: LH LAPD S	FMSA-LAPD-PR
1	Radio Power Connection Plug Code A	FMSA-EL-RPP
1	Speaker Connection Plugs	FMSA-EL-SCP
1	Accessory I-III Connection Plugs	FMSA-EL-ACP
1	Radio Receiver Quick Mounting Plate Demo:	FMSA-MT-RQM
1	Microphone Mount Demo: Standard MIC Mtr	FMSA-MT-MCN
1	Handlebar Accessory Mounting Bolt Kit Dem	FMSA-MT-HBKS

# R || 250 RT-P Motor Pricing Form

	Color	Option Code
1	Night Black & Alpine White III	753
0	Night Black	716
0	Alpine White III (special order)	751
0	Black Blue (special order +60 days)	754
0	Saphir Blue (special order + 60 days)	755
0	Violet Blue (special order +60 days)	756
0	Glacier Silver Metallic (special order)	N99

**Quotation:**

**City on Menlo Park**

**Factory Special-Order Options - Plan 90-120 Days for Delivery**

		Option Code
1	Adaptive Headlight (includes 219)	134
1	Keyless Ride w/two transmitters	193
1	Gear Shift Assist Pro	222
1	Ride Modes Pro (includes 18B)	224
1	Chrome Exhaust (includes 19F)	340
0	Additional LED Headlights (driving lights)	562
1	PA Microphone	599
0	High Seat Black	610
0	Low Seat Black	776
0	Enhanced Smart Phone Connectivity	6NS

**The Options Below denote Standard Order Deck - Removal is only**

1	Heated Seat	518
1	Tire Pressure Monitoring	530
1	Cruise Control (standard feature)	538
1	Weather Protection	649

Additional Labor Operations Provided by Dealer



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

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

9/29/2022

Quote ID: **21620**

Order Cut Off Date: **TBA**

Mr Donald Weber  
City of Menlo Park

333 Burgess Dr.

Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford Mustang Mach-E (K3R) Premium RWD, )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$65,115.00	\$67,029.45	-2.940 %	(\$1,914.45)
Tax (9.3800 %)		\$6,287.36		
Tire fee		\$8.75		
Total		\$73,325.56		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager

Email: [jcooper@nationalautofleetgroup.com](mailto:jcooper@nationalautofleetgroup.com)

Office: (855) 289-6572

Fax: (831) 480-8497



**GMC**



## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

ENGINE	
Code	Description
997	ENGINE: PRIMARY ELECTRIC MOTOR (REAR) (997)
TRANSMISSION	
Code	Description
44A	TRANSMISSION: SINGLE SPEED, (STD)
WHEELS	
Code	Description
644	WHEELS: 19" MACHINED-FACE ALUMINUM, -inc: high gloss black-painted pockets (STD)
PRIMARY PAINT	
Code	Description
M7	CARBONIZED GRAY METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
MJ	BLACK ONYX, HEATED PERFORATED ACTIVEX BUCKET SEATS, -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)
ADDITIONAL EQUIPMENT	
Code	Description
17P	INTERIOR PROTECTION PACKAGE (PRE-INSTALLED), -inc: 1st & 2nd Row Floor Liners w/o Carpet Mats, Cargo Floor Liner
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
OPTION PACKAGE	
Code	Description
300A	EQUIPMENT GROUP 300A



# 2023 Fleet/Non-Retail Ford Mustang Mach-E Premium RWD

## WINDOW STICKER

2023 Ford Mustang Mach-E Premium RWD

CODE	MODEL	MSRP
K3R	2023 Ford Mustang Mach-E Premium RWD	\$54,975.00
<b>OPTIONS</b>		
997	ENGINE: PRIMARY ELECTRIC MOTOR (REAR) (997)	\$8,600.00
44A	TRANSMISSION: SINGLE SPEED, (STD)	\$0.00
644	WHEELS: 19" MACHINED-FACE ALUMINUM, -inc: high gloss black-painted pockets (STD)	\$0.00
M7	CARBONIZED GRAY METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
MJ	BLACK ONYX, HEATED PERFORATED ACTIVEX BUCKET SEATS, -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)	\$0.00
17P	INTERIOR PROTECTION PACKAGE (PRE-INSTALLED), -inc: 1st & 2nd Row Floor Liners w/o Carpet Mats, Cargo Floor Liner	\$240.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
300A	EQUIPMENT GROUP 300A	\$0.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$63,815.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,300.00
<b>TOTAL PRICE</b>	<b>\$65,115.00</b>

Est City: 108 (2022) MPG  
 Est Highway: 94 (2022) MPG  
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: Primary Electric Motor (Rear) (99M)
Transmission: Single Speed
Axle Ratio: 9.05
GVWR: TBD
50-State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
Battery w/Run Down Protection
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 95 Hrs Charge Time @ 110/120V, 8.1 Hrs Charge Time @ 220/240V and 70 kWh Capacity

### EXTERIOR

Wheels: 19" Machined-Face Aluminum -inc: high gloss black-painted pockets
Tires: 225/55R19 AS BSW
Tire Mobility Kit
Clearcoat Paint
Fixed Glass 1st And 2nd Row Sunroof
Body-Colored Front Bumper w/Black Bumper Insert
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Power Heated Side Mirrors w/Power Folding and Turn Signal Indicator
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Rain Detecting Variable Intermittent Wipers w/Heated Wiper Park
Composite/Galvanized Steel Panels
Lip Spoiler
Body-Colored Grille



Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Autolamp Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

**ENTERTAINMENT**

Radio: AM/FM Stereo -inc: 10 speakers including subwoofer, B&O sounds system by Bang & Olufsen, MP3 capability and speed-compensated volume
Radio w/Seek-Scan, Clock, Steering Wheel Controls and Radio Data System
Streaming Audio
Fixed Antenna
Regular Amplifier
Digital Signal Processor
SiriusXM Radio w/360L -inc: super categories, live sports categories, For You recommendations, SiriusXM listener profiles and 3 months prepaid subscription, Service is not available in AK or HI, Trial length and service availability may vary by model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a> , All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc
2 LCD Monitors In The Front
Real-Time Traffic Display

**INTERIOR**

6-Way Driver Seat
6-Way Passenger Seat
60-40 Folding Bench Front Facing Fold Forward Seatback ActiveX Leatherette Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
FordPass Connect Mobile Hotspot Internet Access
Heated Steering Wheel

Front Cupholder
Rear Cupholder
Compass
Keypad
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Distance Pacing w/Traffic Stop-Go
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Illuminated Glove Box
Driver Foot Rest
Interior Trim -inc: Aluminum/Sim Carbon Fiber Instrument Panel Insert and Chrome/Aluminum Interior Accents
Full Cloth Headliner
Leatherette Door Trim Insert
Heated Perforated ActiveX Bucket Seats -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Trunk/Hatch Auto-Latch
Folding Cargo Cover
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Integrated Navigation System w/Voice Activation
FordPass Connect Tracker System
Memory Settings -inc: Driver Seat and Door Mirrors



SYNC 4A w/Enhanced Voice Recognition -inc: 15.5" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owner's manual, adaptive dashcards, personal profiles and conversational voice command recognition,
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Leatherette Back Material
Front Center Armrest and Rear Center Armrest
2 Seatback Storage Pockets
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

## SAFETY

Ford Co-Pilot360 Active 2.0 - BlueCruise
AdvanceTrac Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Forward and Reverse Sensing System Front And Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - PCA with AEB and Intersection Assist
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Aerial View Camera System
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning

Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag and Rear Side-Impact Airbag
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Power Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera
Front Camera w/Washer
Left Side Camera
Right Side Camera



# National Auto Fleet Group

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

9/19/2022  
9/26/2022 Re-Configured

Quote ID: **21513 R1**

Order Cut Off Date: **TBA**

Mr Donald Weber  
City of Menlo Park  
333 Burgess Dr.  
Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford Mustang Mach-E (K3R) Premium RWD, factory order )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$65,115.00	\$67,029.45	-2.940 %	(\$1,914.45)
factory order	\$0.00	\$0.00		
Tax (9.3750 %)		\$6,284.01		
Tire fee		\$8.75		
Total		\$73,322.21		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572





## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle:

[www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice:

[www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status:

[ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries:

[Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

ENGINE	
Code	Description
997	ENGINE: PRIMARY ELECTRIC MOTOR (REAR) (997)
TRANSMISSION	
Code	Description
44A	TRANSMISSION: SINGLE SPEED, (STD)
WHEELS	
Code	Description
644	WHEELS: 19" MACHINED-FACE ALUMINUM, -inc: high gloss black-painted pockets (STD)
PRIMARY PAINT	
Code	Description
M7	CARBONIZED GRAY METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
MJ	BLACK ONYX, HEATED PERFORATED ACTIVEX BUCKET SEATS, -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)
ADDITIONAL EQUIPMENT	
Code	Description
17P	INTERIOR PROTECTION PACKAGE (PRE-INSTALLED), -inc: 1st & 2nd Row Floor Liners w/o Carpet Mats, Cargo Floor Liner
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
OPTION PACKAGE	
Code	Description
300A	EQUIPMENT GROUP 300A

## 2023 Fleet/Non-Retail Ford Mustang Mach-E Premium RWD

### WINDOW STICKER

2023 Ford Mustang Mach-E Premium RWD		
CODE	MODEL	MSRP
K3R	2023 Ford Mustang Mach-E Premium RWD	\$54,975.00
<b>OPTIONS</b>		
997	ENGINE: PRIMARY ELECTRIC MOTOR (REAR) (997)	\$8,600.00
44A	TRANSMISSION: SINGLE SPEED, (STD)	\$0.00
644	WHEELS: 19" MACHINED-FACE ALUMINUM, -inc: high gloss black-painted pockets (STD)	\$0.00
M7	CARBONIZED GRAY METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
MJ	BLACK ONYX, HEATED PERFORATED ACTIVEX BUCKET SEATS, -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)	\$0.00
17P	INTERIOR PROTECTION PACKAGE (PRE-INSTALLED), -inc: 1st & 2nd Row Floor Liners w/o Carpet Mats, Cargo Floor Liner	\$240.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
300A	EQUIPMENT GROUP 300A	\$0.00
Please note selected options override standard equipment		
<b>SUBTOTAL</b>		<b>\$63,815.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,300.00
<b>TOTAL PRICE</b>		<b>\$65,115.00</b>
Est City: 108 (2022) MPG Est Highway: 94 (2022) MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: Primary Electric Motor (Rear) (99M)
Transmission: Single Speed
Axle Ratio: 9.05
GVWR: TBD
50-State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
Battery w/Run Down Protection
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 95 Hrs Charge Time @ 110/120V, 8.1 Hrs Charge Time @ 220/240V and 70 kWh Capacity

### EXTERIOR

Wheels: 19" Machined-Face Aluminum -inc: high gloss black-painted pockets
Tires: 225/55R19 AS BSW
Tire Mobility Kit
Clearcoat Paint
Fixed Glass 1st And 2nd Row Sunroof
Body-Colored Front Bumper w/Black Bumper Insert
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Power Heated Side Mirrors w/Power Folding and Turn Signal Indicator
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Rain Detecting Variable Intermittent Wipers w/Heated Wiper Park
Composite/Galvanized Steel Panels
Lip Spoiler
Body-Colored Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Autolamp Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

### ENTERTAINMENT

Radio: AM/FM Stereo -inc: 10 speakers including subwoofer, B&O sounds system by Bang & Olufsen, MP3 capability and speed-compensated volume
Radio w/Seek-Scan, Clock, Steering Wheel Controls and Radio Data System

Streaming Audio
Fixed Antenna
Regular Amplifier
Digital Signal Processor
SiriusXM Radio w/360L -inc: super categories, live sports categories, For You recommendations, SiriusXM listener profiles and 3 months prepaid subscription, Service is not available in AK or HI, Trial length and service availability may vary by model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc
2 LCD Monitors In The Front
Real-Time Traffic Display

**INTERIOR**

6-Way Driver Seat
6-Way Passenger Seat
60-40 Folding Bench Front Facing Fold Forward Seatback ActiveX Leatherette Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
FordPass Connect Mobile Hotspot Internet Access
Heated Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Keypad
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Distance Pacing w/Traffic Stop-Go
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Illuminated Glove Box
Driver Foot Rest
Interior Trim -inc: Aluminum/Sim Carbon Fiber Instrument Panel Insert and Chrome/Aluminum Interior Accents
Full Cloth Headliner
Leatherette Door Trim Insert
Heated Perforated ActiveX Bucket Seats -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim

Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Trunk/Hatch Auto-Latch
Folding Cargo Cover
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Integrated Navigation System w/Voice Activation
FordPass Connect Tracker System
Memory Settings -inc: Driver Seat and Door Mirrors
SYNC 4A w/Enhanced Voice Recognition -inc: 15.5" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owner's manual, adaptive dashcards, personal profiles and conversational voice command recognition,
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Leatherette Back Material
Front Center Armrest and Rear Center Armrest
2 Seatback Storage Pockets
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

**SAFETY**

Ford Co-Pilot360 Active 2.0 - BlueCruise
AdvanceTrac Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Forward and Reverse Sensing System Front And Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - PCA with AEB and Intersection Assist
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Aerial View Camera System
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag and Rear Side-Impact Airbag

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Power Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera
Front Camera w/Washer
Left Side Camera
Right Side Camera





# National Auto Fleet Group

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

9/19/2022  
9/26/2022 Re-Configured

Quote ID: **21512 R2**

Order Cut Off Date: **TBA**

Mr Donald Weber  
City of Menlo Park  
333 Burgess Dr.  
Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford Mustang Mach-E (K3R) Premium RWD, Factory Order )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$65,115.00	\$67,029.45	-2.940 %	(\$1,914.45)
Factory Order	\$0.00	\$0.00		
Tax (9.3750 %)		\$6,284.01		
Tire fee		\$8.75		
Total		\$73,322.21		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: Fleet@NationalAutoFleetGroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497

Quoting Department  
Account Manager  
Fleet@NationalAutoFleetGroup.com  
(855) 289-6572



## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

ENGINE	
Code	Description
997	ENGINE: PRIMARY ELECTRIC MOTOR (REAR) (997)
TRANSMISSION	
Code	Description
44A	TRANSMISSION: SINGLE SPEED, (STD)
WHEELS	
Code	Description
644	WHEELS: 19" MACHINED-FACE ALUMINUM, -inc: high gloss black-painted pockets (STD)
PRIMARY PAINT	
Code	Description
G1	SHADOW BLACK
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
MJ	BLACK ONYX, HEATED PERFORATED ACTIVEX BUCKET SEATS, -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)
ADDITIONAL EQUIPMENT	
Code	Description
17P	INTERIOR PROTECTION PACKAGE (PRE-INSTALLED), -inc: 1st & 2nd Row Floor Liners w/o Carpet Mats, Cargo Floor Liner
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others
OPTION PACKAGE	
Code	Description
300A	EQUIPMENT GROUP 300A

## 2023 Fleet/Non-Retail Ford Mustang Mach-E Premium RWD

### WINDOW STICKER

2023 Ford Mustang Mach-E Premium RWD		
CODE	MODEL	MSRP
K3R	2023 Ford Mustang Mach-E Premium RWD	\$54,975.00
<b>OPTIONS</b>		
997	ENGINE: PRIMARY ELECTRIC MOTOR (REAR) (997)	\$8,600.00
44A	TRANSMISSION: SINGLE SPEED, (STD)	\$0.00
644	WHEELS: 19" MACHINED-FACE ALUMINUM, -inc: high gloss black-painted pockets (STD)	\$0.00
G1	SHADOW BLACK	\$0.00
—	STANDARD PAINT	\$0.00
MJ	BLACK ONYX, HEATED PERFORATED ACTIVEX BUCKET SEATS, -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)	\$0.00
17P	INTERIOR PROTECTION PACKAGE (PRE-INSTALLED), -inc: 1st & 2nd Row Floor Liners w/o Carpet Mats, Cargo Floor Liner	\$240.00
153	FRONT LICENSE PLATE BRACKET, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
300A	EQUIPMENT GROUP 300A	\$0.00
Please note selected options override standard equipment		
<b>SUBTOTAL</b>		<b>\$63,815.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,300.00
<b>TOTAL PRICE</b>		<b>\$65,115.00</b>
Est City: 108 (2022) MPG Est Highway: 94 (2022) MPG Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: Primary Electric Motor (Rear) (99M)
Transmission: Single Speed
Axle Ratio: 9.05
GVWR: TBD
50-State Emissions
Transmission w/Driver Selectable Mode and Oil Cooler
Rear-Wheel Drive
Battery w/Run Down Protection
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 95 Hrs Charge Time @ 110/120V, 8.1 Hrs Charge Time @ 220/240V and 70 kWh Capacity

### EXTERIOR

Wheels: 19" Machined-Face Aluminum -inc: high gloss black-painted pockets
Tires: 225/55R19 AS BSW
Tire Mobility Kit
Clearcoat Paint
Fixed Glass 1st And 2nd Row Sunroof
Body-Colored Front Bumper w/Black Bumper Insert
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Black Bodyside Cladding and Black Wheel Well Trim
Black Side Windows Trim and Black Rear Window Trim
Black Door Handles
Black Power Heated Side Mirrors w/Power Folding and Turn Signal Indicator
Fixed Rear Window w/Fixed Interval Wiper and Defroster
Deep Tinted Glass
Speed Sensitive Rain Detecting Variable Intermittent Wipers w/Heated Wiper Park
Composite/Galvanized Steel Panels
Lip Spoiler
Body-Colored Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Autolamp Auto On/Off Projector Beam Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off

### ENTERTAINMENT

Radio: AM/FM Stereo -inc: 10 speakers including subwoofer, B&O sounds system by Bang & Olufsen, MP3 capability and speed-compensated volume
Radio w/Seek-Scan, Clock, Steering Wheel Controls and Radio Data System

Streaming Audio
Fixed Antenna
Regular Amplifier
Digital Signal Processor
SiriusXM Radio w/360L -inc: super categories, live sports categories, For You recommendations, SiriusXM listener profiles and 3 months prepaid subscription, Service is not available in AK or HI, Trial length and service availability may vary by model year or trim, SiriusXM audio and data services each require a subscription sold separately, or as a package, by SiriusXM Radio Inc, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates, Fees and taxes apply, To cancel you must call SiriusXM at 1-866-635-2349, See SiriusXM customer agreement for complete terms at www.siriusxm.com, All fees and programming subject to change, Not all vehicles or devices are capable of receiving all services offered by SiriusXM, Current information and features may not be available in all locations, or on all receivers, Satellite and streaming lineups vary slightly, Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc
2 LCD Monitors In The Front
Real-Time Traffic Display

## INTERIOR

6-Way Driver Seat
6-Way Passenger Seat
60-40 Folding Bench Front Facing Fold Forward Seatback ActiveX Leatherette Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Traction Battery Level, Power/Regen, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
FordPass Connect Mobile Hotspot Internet Access
Heated Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Keypad
Proximity Key For Doors And Push Button Start
Valet Function
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Distance Pacing w/Traffic Stop-Go
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Illuminated Glove Box
Driver Foot Rest
Interior Trim -inc: Aluminum/Sim Carbon Fiber Instrument Panel Insert and Chrome/Aluminum Interior Accents
Full Cloth Headliner
Leatherette Door Trim Insert
Heated Perforated ActiveX Bucket Seats -inc: 8-way power driver (fore/aft, up/down, power lumbar, power recline) w/memory and 8-way power passenger (fore/aft, up/down, power lumbar, power recline)
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim

Cargo Area Concealed Storage
Cargo Features -inc: Tire Mobility Kit
Trunk/Hatch Auto-Latch
Folding Cargo Cover
Cargo Space Lights
FOB Controls -inc: Cargo Access and Windows
Integrated Navigation System w/Voice Activation
FordPass Connect Tracker System
Memory Settings -inc: Driver Seat and Door Mirrors
SYNC 4A w/Enhanced Voice Recognition -inc: 15.5" LCD capacitive touchscreen w/swipe capability, wireless phone connection, cloud connected, AppLink w/app catalog, 911 assist, wireless Apple CarPlay and Android Auto compatibility, digital owner's manual, adaptive dashcards, personal profiles and conversational voice command recognition,
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Front And Rear 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Outside Temp Gauge
Digital Appearance
Seats w/Leatherette Back Material
Front Center Armrest and Rear Center Armrest
2 Seatback Storage Pockets
Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints
Perimeter Alarm
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration

## SAFETY

Ford Co-Pilot360 Active 2.0 - BlueCruise
AdvanceTrac Electronic Stability Control (ESC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Forward and Reverse Sensing System Front And Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - PCA with AEB and Intersection Assist
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Aerial View Camera System
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag and Rear Side-Impact Airbag



Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Power Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera
Front Camera w/Washer
Left Side Camera
Right Side Camera



# National Auto Fleet Group

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

8/22/2022  
9/26/2022 Re-Configured

Quote ID: **21107 R2**

Order Cut Off Date: **8/26/2022**

Mr Donald Weber  
City of Menlo Park  
333 Burgess Dr.  
Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford F-150 Lightning (W1E) Pro 4WD SuperCrew 5.5' Box 145" WB, FL306 )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Est. Lease Per Unit To Own	Total Savings
Contract Price	\$62,819.00	\$61,819.00	1.592 %	36 Months	\$1,873.12
FL306	\$0.00	\$0.00			
Tax (9.3750 %)		\$5,795.53		48 Months	\$1,428.02
Tire fee		\$8.75		60 Months	\$1,168.38
Total		\$67,623.28			

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF to purchase or Sourcewell contract 032615-NCL to lease to own.** Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Office Dpt  
Account Manager  
Email: [Office@nationalautofleetgroup.com](mailto:Office@nationalautofleetgroup.com)  
Office: (855) 289-6572  
Fax: (831) 480-8497



**GMC**

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

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**For information regarding the leasing options, please contact:**

**Chris Canavati  
National Cooperative Leasing  
[chris@lscfinancial.com](mailto:chris@lscfinancial.com)  
320-763-7600**

**NJPA contract number 032615-NCL**





## Vehicle Configuration Options

ENGINE	
Code	Description
99V	ENGINE: DUAL EMOTOR - EXTENDED RANGE BATTERY (FLT), -inc: 131 kWh usable capacity extended range high-voltage battery, GVWR: 8,550 lbs (Fleet), Ford Charge Station Pro, Delivered to customer through 3rd party supplier
TRANSMISSION	
Code	Description
44L	TRANSMISSION: SINGLE-SPEED, (STD)
PRIMARY PAINT	
Code	Description
M7	CARBONIZED GRAY METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
ES	MEDIUM DARK SLATE, HD POLICE-GRADE CLOTH 40/CONSOLE/40 FRONT-SEATS, -inc: reduced bolsters and 8-way power driver/manual passenger
OPTION PACKAGE	
Code	Description
110A	EQUIPMENT GROUP 110A STANDARD
ADDITIONAL EQUIPMENT	
Code	Description
66S	PRO SSV PACKAGE, -inc: red/white task lighting in overhead console and universal top tray center of I/P for mounting aftermarket equipment
53D	MAX TRAILER TOW PACKAGE, -inc: increased tow capability, Max towing capability TBD
___	GVWR: 8,550 LBS
66A	MOBILE POWER CORD (120/240V)
___	FORD CHARGE STATION PRO DELETE
479	PRO POWER ONBOARD - 9.6 KW

# 2023 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

## WINDOW STICKER

2023 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB		
CODE	MODEL	MSRP
W1E	2023 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$46,974.00
<b>OPTIONS</b>		
99V	ENGINE: DUAL EMOTOR - EXTENDED RANGE BATTERY (FLT), -inc: 131 kWh usable capacity extended range high-voltage battery, GVWR: 8,550 lbs (Fleet), Ford Charge Station Pro, Delivered to customer through 3rd party supplier	\$12,500.00
44L	TRANSMISSION: SINGLE-SPEED, (STD)	\$0.00
M7	CARBONIZED GRAY METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
ES	MEDIUM DARK SLATE, HD POLICE-GRADE CLOTH 40/CONSOLE/40 FRONT-SEATS, -inc: reduced bolsters and 8-way power driver/manual passenger	\$0.00
110A	EQUIPMENT GROUP 110A STANDARD	\$0.00
66S	PRO SSV PACKAGE, -inc: red/white task lighting in overhead console and universal top tray center of I/P for mounting aftermarket equipment	\$145.00
53D	MAX TRAILER TOW PACKAGE, -inc: increased tow capability, Max towing capability TBD	\$1,000.00
—	GVWR: 8,550 LBS	INC
66A	MOBILE POWER CORD (120/240V)	\$500.00
—	FORD CHARGE STATION PRO DELETE	(\$1,295.00)
479	PRO POWER ONBOARD - 9.6 KW	\$1,200.00
Please note selected options override standard equipment		
<b>SUBTOTAL</b>		<b>\$61,024.00</b>
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,795.00
<b>TOTAL PRICE</b>		<b>\$62,819.00</b>
Est City: 20 (2022) MPG Est Highway: 27 (2022) MPG Est Highway Cruising Range: 483.30 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery
Transmission: Single-Speed
GVWR: 8,250 lbs
Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 14 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V

### EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets
Tires: 275/65R18 A/T
Regular Box Style
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams

### ENTERTAINMENT

Radio: FM Stereo w/6 Speakers
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Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

**INTERIOR**

Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 7 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Digital Appearance

Seats w/Vinyl Back Material
Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 7 120V AC Power Outlets

**SAFETY**

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

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

9/28/2022

Quote ID: **21603**

Order Cut Off Date: **8/26/2022**

Mr Donald Weber  
City of Menlo Park  
333 Burgess Dr.  
Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**Three (3) New/Unused (2023 Ford F-150 Lightning (W1E) Pro 4WD SuperCrew 5.5' Box 145" WB, 3 White )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (3)	Total Savings
Contract Price	\$62,794.00	\$61,794.00	1.593 %	\$185,382.00	\$3,000.00
3 White					
Tax (9.3750 %)		\$5,793.19		\$17,379.57	
Tire fee		\$8.75		\$26.25	
Total		\$67,595.94		\$202,787.82	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: jcooper@nationalautofleetgroup.com  
Office: (855) 289-6572  
Fax: (831) 480-8497



GMC

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

ENGINE	
Code	Description
99V	ENGINE: DUAL EMOTOR - EXTENDED RANGE BATTERY (FLT), -inc: 131 kWh usable capacity extended range high-voltage battery, GVWR: 8,550 lbs (Fleet), Ford Charge Station Pro, Delivered to customer through 3rd party supplier
TRANSMISSION	
Code	Description
44L	TRANSMISSION: SINGLE-SPEED, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
VS	MEDIUM DARK SLATE, VINYL BUCKET HEATED FRONT SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
OPTION PACKAGE	
Code	Description
110A	EQUIPMENT GROUP 110A STANDARD
ADDITIONAL EQUIPMENT	
Code	Description
53D	MAX TRAILER TOW PACKAGE, -inc: increased tow capability, Max towing capability TBD
___	GVWR: 8,550 LBS
63T	TAILGATE STEP W/TAILGATE WORK SURFACE
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable
___	FORD CHARGE STATION PRO DELETE
85H	BACK-UP ALARM SYSTEM
479	PRO POWER ONBOARD - 9.6 KW



# 2023 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

## WINDOW STICKER

2023 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1E	2023 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$46,974.00
<b>OPTIONS</b>		
99V	ENGINE: DUAL EMOTOR - EXTENDED RANGE BATTERY (FLT), -inc: 131 kWh usable capacity extended range high-voltage battery, GVWR: 8,550 lbs (Fleet), Ford Charge Station Pro, Delivered to customer through 3rd party supplier	\$12,500.00
44L	TRANSMISSION: SINGLE-SPEED, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
VS	MEDIUM DARK SLATE, VINYL BUCKET HEATED FRONT SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
110A	EQUIPMENT GROUP 110A STANDARD	\$0.00
53D	MAX TRAILER TOW PACKAGE, -inc: increased tow capability, Max towing capability TBD	\$1,000.00
—	GVWR: 8,550 LBS	INC
63T	TAILGATE STEP W/TAILGATE WORK SURFACE	\$430.00
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable	\$45.00
—	FORD CHARGE STATION PRO DELETE	(\$1,295.00)
85H	BACK-UP ALARM SYSTEM	\$145.00
479	PRO POWER ONBOARD - 9.6 KW	\$1,200.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$60,999.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
<b>TOTAL PRICE</b>	<b>\$62,794.00</b>

Est City: 78 (2022) MPG  
 Est Highway: 63 (2022) MPG  
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

## Standard Equipment

### MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery
Transmission: Single-Speed
GVWR: 8,250 lbs
Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 14 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V

### EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets
Tires: 275/65R18 A/T
Regular Box Style
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers



Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams

## ENTERTAINMENT

Radio: FM Stereo w/6 Speakers
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

## INTERIOR

Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner

Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 7 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material
Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 7 120V AC Power Outlets

**SAFETY**

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control



Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera



# National Auto Fleet Group

A Division of Chevrolet of Watsonville

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

9/28/2022  
9/28/2022 Re-Configured

Quote ID: **21602 R1**

Order Cut Off Date: **8/26/2022**

Mr Donald Weber  
City of Menlo Park  
333 Burgess Dr.  
Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

**One (1) New/Unused (2023 Ford F-150 Lightning (W1E) Pro 4WD SuperCrew 5.5' Box 145" WB, 1 Black )** and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$51,589.00	\$50,589.00	1.938 %	\$1,000.00
1 Black				
Tax (9.3750 %)		\$4,742.72		
Tire fee		\$8.75		
Total		\$55,340.47		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper  
Account Manager  
Email: [jcooper@nationalautofleetgroup.com](mailto:jcooper@nationalautofleetgroup.com)  
Office: (855) 289-6572  
Fax: (831) 480-8497



GMC

## Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

### Additional Resources

Learn how to track your vehicle: [www.NAFGETA.com](http://www.NAFGETA.com)

Use the upfitter of your choice: [www.NAFGpartner.com](http://www.NAFGpartner.com)

Vehicle Status: [ETA@NationalAutoFleetGroup.com](mailto:ETA@NationalAutoFleetGroup.com)

General Inquiries: [Fleet@NationalAutoFleetGroup.com](mailto:Fleet@NationalAutoFleetGroup.com)

For general questions or assistance please contact our main office at:

**1-855-289-6572**

## Vehicle Configuration Options

ENGINE	
Code	Description
99L	ENGINE: DUAL EMOTOR - STANDARD BATTERY, -inc: 98 kWh usable capacity standard range high-voltage battery (STD)
TRANSMISSION	
Code	Description
44L	TRANSMISSION: SINGLE-SPEED, (STD)
PRIMARY PAINT	
Code	Description
YZ	OXFORD WHITE
PAINT SCHEME	
Code	Description
—	STANDARD PAINT
SEAT TYPE	
Code	Description
VS	MEDIUM DARK SLATE, VINYL BUCKET HEATED FRONT SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
OPTION PACKAGE	
Code	Description
110A	EQUIPMENT GROUP 110A STANDARD
ADDITIONAL EQUIPMENT	
Code	Description
53D	MAX TRAILER TOW PACKAGE, -inc: increased tow capability, Max towing capability TBD
63T	TAILGATE STEP W/TAILGATE WORK SURFACE
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable
85H	BACK-UP ALARM SYSTEM
479	PRO POWER ONBOARD - 9.6 KW



# 2023 Fleet/Non-Retail Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

## WINDOW STICKER

2023 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB

CODE	MODEL	MSRP
W1E	2023 Ford F-150 Lightning Pro 4WD SuperCrew 5.5' Box 145" WB	\$46,974.00
<b>OPTIONS</b>		
99L	ENGINE: DUAL EMOTOR - STANDARD BATTERY, -inc: 98 kWh usable capacity standard range high-voltage battery (STD)	\$0.00
44L	TRANSMISSION: SINGLE-SPEED, (STD)	\$0.00
YZ	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
VS	MEDIUM DARK SLATE, VINYL BUCKET HEATED FRONT SEATS, -inc: 2-way manual driver/passenger w/flow-through console and floor shifter	\$0.00
110A	EQUIPMENT GROUP 110A STANDARD	\$0.00
53D	MAX TRAILER TOW PACKAGE, -inc: increased tow capability, Max towing capability TBD	\$1,000.00
63T	TAILGATE STEP W/TAILGATE WORK SURFACE	\$430.00
942	DAYTIME RUNNING LAMPS, -inc: Non-controllable	\$45.00
85H	BACK-UP ALARM SYSTEM	\$145.00
479	PRO POWER ONBOARD - 9.6 KW	\$1,200.00

Please note selected options override standard equipment

<b>SUBTOTAL</b>	<b>\$49,794.00</b>
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,795.00
<b>TOTAL PRICE</b>	<b>\$51,589.00</b>

Est City: 78 (2022) MPG  
 Est Highway: 63 (2022) MPG  
 Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.



## Standard Equipment

### MECHANICAL

Engine: Dual eMotor - Standard Battery -inc: 98 kWh usable capacity standard range high-voltage battery
Transmission: Single-Speed
GVWR: 8,250 lbs
Transmission w/Driver Selectable Mode
Full-Time All-Wheel
Driver Selectable Rear Locking Differential
Battery w/Run Down Protection
Class IV Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2235# Maximum Payload
HD Front Shock Absorbers and Gas-Pressurized Rear Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
Permanent Locking Hubs
Double Wishbone Front Suspension w/Coil Springs
Trailing Arm Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Hold Control and Electric Parking Brake
Lithium Ion Traction Battery w/10.5 kW Onboard Charger, 14 Hrs Charge Time @ 220/240V and 1.517 Hrs Charge Time @ 440V

### EXTERIOR

Wheels: 18" Machined w/Black High Gloss Pockets
Tires: 275/65R18 A/T
Regular Box Style
Aluminum Spare Wheel
Full-Size Spare Tire Stored Underbody w/Crankdown
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Rear Step Bumper
Black Side Windows Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Fixed Rear Window
Deep Tinted Glass
Variable Intermittent Wipers

Aluminum Panels
Black Grille
Tailgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Ford Co-Pilot360 - Autolamp Auto On/Off Projector Beam Led Low/High Beam Directionally Adaptive Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Cargo Lamp w/High Mount Stop Light
LED Brakelights
Headlights-Automatic Highbeams

**ENTERTAINMENT**

Radio: FM Stereo w/6 Speakers
Radio w/Seek-Scan, Clock, Speed Compensated Volume Control and Radio Data System
Fixed Antenna

**INTERIOR**

Vinyl Bucket Heated Front Seats -inc: 2-way manual driver/passenger w/flow-through console and floor shifter
Driver Seat
Passenger Seat
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Traction Battery Level, Power/Regen, Traction Battery Temperature and Trip Odometer
Power Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Front Cupholder
Rear Cupholder
3 12V DC Power Outlets
Compass
Remote Keyless Entry w/Integrated Key Transmitter and Panic Button
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts and Console Ducts
Locking Glove Box
Driver Foot Rest
Interior Trim -inc: Cabback Insulator, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner



Urethane Gear Shifter Material
Day-Night Auto-Dimming Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Full Floor Console w/Locking Storage, Mini Overhead Console w/Storage, 3 12V DC Power Outlets and 7 120V AC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Plastic Floor Trim
Cargo Area Concealed Storage
Pickup Cargo Box And Cargo Space Lights
Smart Device Remote Engine Start
Integrated Navigation System w/Voice Activation
SYNC 4 w/Enhanced Voice Recognition -inc: 12" LCD capacitive touchscreen w/swipe capability, information on demand panel, wireless phone connection, cloud connected, AppLink w/App catalog, 911 Assist, wireless Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected built-in navigation, Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles), complimentary connect service and the FordPass app (see FordPass Terms for details), Eligible vehicles receive a complimentary 3-year trial of navigation services that begins on the new vehicle warranty start date, Customers must unlock the navigation service trial by activating the eligible vehicle w/a FordPass member account, If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation, Connected service and features depend on compatible AT&T network availability, Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features, FordPass App, compatible w/select smartphone platforms, is available via a download, Message and data rates may apply
Instrument Panel Bin, Dashboard Storage, Interior Concealed Storage, Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Outside Temp Gauge
Digital Appearance
Seats w/Vinyl Back Material
Driver And Passenger Heated-Cushion, Driver And Passenger Heated-Seatback
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Perimeter Alarm
3 12V DC Power Outlets and 7 120V AC Power Outlets

## SAFETY

AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control

Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Reverse Sensing System Rear Parking Sensors
Ford Co-Pilot360 - BLIS (Blind Spot Information System) Blind Spot
Ford Co-Pilot360 - Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Collision Mitigation-Rear
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute
Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Ford Co-Pilot360 - Reverse Camera Back-Up Camera

**Solicitation Number: RFP #031121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Toro Company, 8111 Lyndale Avenue South, Bloomington, MN 55420 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Grounds Maintenance Equipment, Attachments, and Accessories with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 30, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.



All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended for the duration of Vendor's written warranty for such item. Other than the warranties in this paragraph and Vendor's express written warranty for its product, Vendor expressly disclaims all other warranties, express or implied. Vendor agrees to work with its dealers and distributors to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and



- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be

mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including injury or death to persons or property and attorneys' fees, alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications and operating instructions.

## **12. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. A Party will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:



- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing

regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

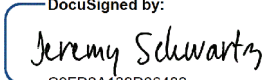
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

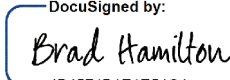
## **22. CANCELLATION**

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

The Toro Company

DocuSigned by:  
  
 By: C0FD2A139D06489...  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/28/2021 | 12:24 PM CDT

DocuSigned by:  
  
 By: 4B4574B1E1E54C4...  
 Brad Hamilton  
 Title: Group VP  
 Date: 4/29/2021 | 4:07 PM CDT

Approved:

DocuSigned by:  
  
 By: 7E42B8F817A64CC...  
 Chad Coauette  
 Title: Executive Director/CEO  
 Date: 4/29/2021 | 4:31 PM CDT



# RFP 031121 - Grounds Maintenance Equipment, Attachments, and Accessories with Related Services

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## Vendor Details

Company Name: The Toro Company  
Does your company conduct business under any other name? If yes, please state: Toro  
Address: 8111 Lyndale Avenue South  
Bloomington, MN 55420  
Contact: Jon Stodola  
Email: jon.stodola@toro.com  
Phone: 612-597-3224  
Fax: 612-597-3224  
HST#: 41-0580470

## Submission Details

Created On: Tuesday January 26, 2021 08:26:53  
Submitted On: Wednesday March 10, 2021 16:49:38  
Submitted By: Jon Stodola  
Email: jon.stodola@toro.com  
Transaction #: a9949e16-696c-4bd0-8278-1f0375b1ebb6  
Submitter's IP Address: 76.113.144.182

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Toro Company
2	Proposer Address:	8111 Lyndale Avenue South Bloomington, MN 55420
3	Proposer website address:	www.toro.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brad Hamilton, Group VP 8111 Lyndale Avenue South Bloomington, MN 55420 952-887-8815 Brad.Hamilton@toro.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jon Stodola, Government Contracts Manager 8111 Lyndale Avenue South Bloomington, MN 55420 612-597-3224 Jon.Stodola@toro.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Toro Company is proud of its legacy of quality and innovation. Founded in 1914 to build tractor engines for The Bull Tractor Company, the company survived the tumultuous years of World War I by building steam steering engines for merchant ships to support the war effort. In 1920, Toro entered the turf industry when it mounted five reel mowers to the front of a Toro tractor to cut the fairways at The Minikahda Club in Minneapolis.</p> <p>We take pride in our responsibility to employees, customers, shareholders and the environment. Since 1914, we have cultivated our reputation around trusted relationships and constant innovation to help anticipate the future needs of our customers. At the same time, we are building on a tradition of excellence around a number of strong brands to help customers care for golf courses, professional contractors, underground construction professionals, groundskeepers, agricultural growers, rental companies, government and educational institutions, and homeowners – in addition to many leading sports venues and historic sites.</p> <p>Over the years, we have strengthened our position as a leading worldwide provider of turf and landscape maintenance equipment, and precision irrigation solutions due in large part to a strong network of distributors, dealers and retailers in more than 125 countries around the world.</p> <p>The Toro Company's Commercial Division employs 14 Regional and District Sales Managers that call directly on customers and Distributors. These resources are located in Arizona, California, Connecticut, Florida, Massachusetts, Montana, Minnesota, Ohio, Virginia, and Ontario Canada.</p> <p>Most customer activity for the Commercial Division products will be with our distributor's sales force of approximately 200 Outside Sales representatives. The resources are located in every state except Alaska. We also have a network of hundreds of Landscape Contractor and Siteworks Systems dealers throughout the US and Canada.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>Our Purpose: To help our customers enrich the beauty, productivity, and sustainability of the land.</p> <p>Our Vision: To be the most trusted leader in solutions for outdoor equipment. Every day. Everywhere.</p> <p>Our Mission: To deliver superior innovation and to deliver superior customer care.</p> <p>For more information, visit <a href="http://www.toro.com">www.toro.com</a>.</p>
8	What are your company's expectations in the event of an award?	<p>Our expectation is that customers will use the Sourcewell value-based contract to purchase Toro and related equipment, in order to achieve their goals of creating and maintaining outstanding grounds and landscapes.</p> <p>We also expect our dedicated distributor/dealer network to support Sourcewell members with superior customer service that aligns with our corporate mission. In doing so, we expect to develop new relationships with Sourcewell members and incrementally grow our sales of Toro and related equipment to government and education customers.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>The Toro Company continues to strengthen our position as a leading worldwide provider of innovative solutions for the outdoor environment, including turf, snow, irrigation, and ground-engaging equipment.</p> <p>Through a strong network of professional distributors, dealers, and retailers in more than 125 countries, we proudly offer a wide range of products across a family of global brands to help golf courses, professional contractors, agricultural growers, rental companies, government and education institutions, and homeowners achieve their goals.</p> <p>For fiscal year 2020, The Toro Company achieved nearly \$3.4 billion in net sales (a 7.7% increase over fiscal year 2019), and \$327.7 million in net earnings. See the attached (The Toro Company_Fourth-Quarter and Full-Year Fiscal 2020 Results) for more details.</p> <p>In addition, attached is a summary of Toro's financial condition according to Dunn &amp; Bradstreet (Attachment: BnBi THE TORO COMPANY Feb 19 2021 (002).pdf)</p>

10	What is your US market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
11	What is your Canadian market share for the solutions that you are proposing?	Toro is not able to divulge that information.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>The Toro Company would best be described as a manufacture.</p> <p>As such, Toro utilizes our channel partners (distributors/dealers) to provide service and support to our end-user customers.</p> <p>For our Commercial Division, which makes up approximately 90% of our Government Contracts business, we have 26 distributors throughout the United States and Canada with many satellite offices to meet your needs. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide. Our distributors and dealers handle the sales, order processing, fulfillment, billing, and all service work associated with Toro products.</p> <p>BOSS Snowplow provides sales and service support through 228 Distributors in the United States and Canada. Within a Distributor protected sales territory they also set up a network of Dealers to quickly and effectively service the customer. Our Distributors and Dealers handle all aspects of the customer experience including sales, ordering, registration, installation, service, and warranty. The attached list of 228 Distributors will provide information on their location, contact, and which BOSS Products they are qualified to support. The BOSS Technical Service and Customer Service Departments provide factory support and training to all Distributors and Dealers and we pride ourselves on providing World-Class service to all levels of customer. Feedback from our Customers and Dealers allows BOSS to continuously improve our product. We communicate these improvements through Service Bulletins, Training Videos, Technical Manuals, and Web-based training.</p> <p>Similar to BOSS, Toro's LCE, SWS, and RESCOM Irrigation divisions provide service and support through a combined network of more than 5,500 dealers/distributors, throughout the United States and Canada.</p> <p>For a complete list of Distributors and Dealers, please reference the attached file (Toro Distributor_Dealer List 2021).</p>	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>Toro products are designed and built to comply with all applicable voluntary safety and environmental standards, including ISO standards, CE standards, and exhaust and evaporative standards set by the US Environmental Protection Agency (EPA), California Air Resources Board (CARB), and the European Union. Toro products are also tested and certified by outside laboratories to comply with EMC (electromagnetic compatibility) regulatory arrangements.</p> <p>The Toro Company holds a Dealer License (wholesaler) from the State of Minnesota, a Business License from the State of Washington, a manufacturer license from the Arizona Department of Transportation, and a license as a Recreational Product Manufacturer from the Louisiana Motor Vehicle Commission. In addition, The Toro Company is authorized to conduct business in the following states, as well as being incorporate in Delaware: California, Colorado, Florida, Indiana, Iowa, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Nebraska, Pennsylvania, Rhode Island, Tennessee, Texas, and Wisconsin.</p> <p>Toro distributors and dealers also have the proper licenses and registrations to conduct business in the states/provinces in which they operate.</p> <p>In an effort to achieve our vision of becoming the most trusted leader in solutions for outdoor equipment, Toro requires each of our direct employee and distributor salespeople to complete an extensive and ongoing training program called TSPC (Toro Sales Professional Certification) that focuses on ethical selling practices and professional sales management. We are unique in our industry in requiring this certification of professional standard.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Toro has not been under any suspension or disbarment within the past ten years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
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16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>a) Heavy Equipment Guide, Top Product in 2020: The Toro e-Dingo Small machines that rental houses and contractors want for versatile use both indoors and outdoors and in areas with noise and emissions reduction needs are the perfect proving ground for electric equipment. Toro's first electric Dingo, the wheeled e-Dingo 500, is a small machine delivering environmentally friendly performance both indoors and outdoors, and we look forward to seeing more electric compact equipment like it in the coming years.</p> <p>b) Innovative Iron Awards, 2020 – The Toro e-Dingo Selected as a “game-changer” for its zero emissions and lithium-ion battery.</p> <p>c) Rental Equipment Register (RER) – The Toro e-Dingo received the following Innovative Product Awards: Winner in the Earthmoving category, and Silver winner in Overall.</p> <p>d) Rental Magazine 2020 Editor's Choice Award - The Toro e-Dingo. The Rental 2020 Editor's Choice Awards represent the equipment rental industry's best products gaining interest from end-users and rental professionals alike. Rental's editorial staff chose products based on several factors including innovation, utility for the rental market, and audience engagement online at <a href="http://ForConstructionPros.com/Rental">ForConstructionPros.com/Rental</a></p> <p>e) Innovative Iron Awards, 2019 – The Toro TRX Trencher Selected one of the most innovative products in the equipment classes include all compact equipment, including skid steers, mini excavators, backhoes, telehandlers, tractors, aerial lifts, UTVs, and components like engines, hydraulics, and software.</p> <p>f) Green Industry Pros, Editor's Choice Award, 2019 – The Toro TRX Trencher Chosen for Innovation, Dependability, Audience engagement online at <a href="http://GreenIndustryPros.com">GreenIndustryPros.com</a>, and from end-users and landscape professionals alike.</p> <p>g) Heavy Equipment Guide, Top Product in 2020: The Toro Dingo TXL 2000 As the industry's biggest ride-on utility loader, Toro's Dingo TXL 2000 fits into a smaller class of equipment but has the capability of small skid steers or compact track loaders.</p> <p>h) The Toro Company received the AE50 award for our innovative engineering of the NEW Toro Outcross in Feb. 2019. Awards are presented at ASABE's annual Agricultural Equipment Technology Conference (AETC). The award-winning products are also highlighted in a special issue of ASABE's Resource magazine and given by the American Society of Ag and Biological Engineers.</p> <p>i) The Toro Company is the leading “smart” irrigation products manufacturer, having receiving multiple accolades and awards from the Irrigation Association®, EPA, and others, for their innovative and water-efficient products. Some examples of unique Toro irrigation products include Precision™ Series Spray Nozzles with patented oscillating stream technology that delivers water savings of up to 35 percent when compared to competitive fixed spray nozzles; the T5 RapidSet® ¾” gear-driven rotor and its patent-pending tool-free arc adjustment feature; the cutting-edge EVOLUTION® Series irrigation controller and its multiple wireless add-on devices that enable performance advances, such as web connectivity, soil moisture sensing, and automatic weather-based schedule adjustments; and a full line of drip irrigation products, such as DL2000™ dripline and its patented ROOTGUARD® technology that allows it to be buried below ground to virtually eliminate the water waste seen through evaporation and runoff.</p> <p>j) The Toro GrandStand MULTI FORCE was a new product award winner in the May/June 2016 issue of Landscape and Irrigation's “Twenty for 2016 New Product Awards”. The award recognizes the GrandStand MUTLI FORCE as one of the standout new products to hit the market in 2016, based on innovation and application within the market. Endure</p> <p>k) The Toro Company received the Gold Medal for Innovation, awarded to the Toro Reelmaster 5010-H at demopark+demogolf 2015.</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential. However, below is a representation of The Toro Company revenue for fiscal year 2020 by market segment and geographic location.</p> <p>Net Sales By Segment: Professional 75% / Residential 24% / Other 1% Net Sales By Product: Equipment 88% / Irrigation 12% Net Sales By Geographical Location: US 80% / International 20%</p>
18	What percentage of your sales are to the education sector in the past three years	<p>As we are a publicly-traded Company, Toro considers information about our customers confidential.</p>

19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) NASPO ValuePoint Contracts - AK, HI, KS, KY, ME, MO, NE, NM, RI, SD, VA, WI b) Toro held State Contracts - AR, DE, NY, OH c) Toro Distributor held State Contracts - CA, GA, IA, IL, LA, MA, MD, MN, MS, NC, OK, OR, PA, SC, TN, UT, WA d) Cooperative Contracts - OMNIA Partners, Kinetic GPO  As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	a) GSA Contract : GS-06F-0012R – Schedule 51v - Kansas City b) GSA Contract : GS-07F-5432R – Schedule 78 – Philadelphia  As we are a publicly-traded company, the detailed sales information you are requesting is considered confidential.	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Ramsey County Parks - Goodrich Golf Course	Charlie Miller, Superintendent	651-784-2500	*
City of Minneapolis Parks and Recreation Department	Dale Walker, Fleet Manager	612-313-7772	*
City of Lakeville Parks	Mark Kruse, Supervisor	952-985-2720	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$500-\$600K	\$5M - \$6M	*
Confidential	Government	California - CA	Golf, Turf & Landscape Equipment & Irrigation	Various mix of mowers, vehicles, specialty equipment, and irrigation components valuing \$300-\$600K	\$3M-\$4M	*
Confidential	Government	Nevada - NV	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$350-\$850K	\$2.5M-\$3M	*
Confidential	Government	Wisconsin - WI	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$250-\$400K	\$2.5M-\$3M	*
Confidential	Government	Colorado - CO	Golf, Turf & Landscape Equipment	Various mix of mowers, vehicles, specialty equipment valuing \$150K-\$1M	\$1M-\$1.5M	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	<p>Toro has a national sales team of more than 50 Regional and District Sales Managers that represent our Commercial, Landscape Contractor, Irrigation, Siteworks Systems, and BOSS products across the United States and Canada. These representatives are assigned to various distributors and dealers to provide training, programming, and strategy for initiatives such as this one with Sourcewell.</p>
24	Dealer network or other distribution methods.	<p>Most of our distributors and dealers are privately-owned companies that are the connection between Toro and the end-user customer. The sales managers of these companies will manage a team of representatives responsible for selling and marketing Toro products. Every area of the United States and Canada has a representative assigned for sales coverage from one of our distributors/dealers. We have included a listing of these distributors/dealers with this proposal. See Distributor_Dealer List 2021 attached.</p> <p>All of Toro's Commercial products are shipped from our warehouse in Tomah, Wisconsin to distribution. Distributors' facilities range in size depending on the services offered at the facility such as sales, service, parts, etc. Toro's Commercial Channel of distributors have over 100 offices nationally ranging in size from 10,000 square feet to 150,000 square feet.</p> <p>In addition, Toro has thousands of local dealers that represent Landscape Contractor products, Irrigation, Siteworks Systems, and Boss snow removal equipment throughout the US and Canada.</p>
25	Service force.	<p>Toro utilizes our channel partners to provide service and support to our end-user customers. For our Commercial division, we have 26 distributors in the United States and Canada with many satellite offices to meet your needs. All distributors maintain a service parts fulfillment operation and carry A, B, and C moving parts to ensure they are positioned to respond to their customer service needs. Additionally, they also maintain service facilities staffed with full-time technicians to provide services in the area to meet Toro's service level objective of 9+ in Overall Satisfaction. They have protected territories which allows them to make significant investments in their facilities and people to support the equipment and services they provide.</p> <p>The Toro Company provides on-going technical training (on-line and in-person) to our channel partners ensuring the service technicians have the technical knowledge and aptitude to support advanced technology. The Toro company also provides centralized and advanced technical assistance and support to our distributor operations teams. This includes troubleshooting equipment issues, providing updates to equipment, issuing service bulletins, working through warranty issues, implementing performance standards and measurements, providing on-site support when needed for product quality concerns, and developing action plans for improvement. We have processes in place to help our channel partners exceed the needs of our customers developed through our 100 years of experience. These include monitoring our customer's opinion of their service experience and developing improvements as necessary to achieve Customer Satisfaction Index scores above 9.</p>
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The Toro Commercial Customer Care group operates a Voice of Customer program in North America that focuses on the end-customer service experience. Commercial distributors provide Toro their completed customer repair orders for the week or month then Toro contracts an independent 3rd party to complete customer experience surveys. The insights gained are used to correct processes and provide additional resources as we collectively strive to maintain a 9+ overall customer satisfaction index, which is above industry standard. See attached labeled (Question 26) Graphs) for rolling 12-month performance. These metrics along with additional operational metrics are factored into a distributor's overall annual performance rating which has specific incentives tied to it.</p> <p>Distributor response time:</p> <p>Response time is dependent on many factors but generally, our distributor partners respond to a customer call or email immediately and determine an agreeable time to service the equipment. Most distributors have field service capabilities that allow service work at the customer's site. Toro Commercial Customer Care measures our distributor on two performance metrics specific to service repair turnaround time and their ability to respond and repair a customer service issue in 6 calendar days or less.</p>



27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout the US.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most of our dealers and all of our Commercial distributors see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	<p>As described in response to our reach and capabilities, Toro has the ability to fully support the needs (products and service) of public agencies throughout Canada.</p> <p>As independent companies, our distributors/dealers have the ability to choose whether or not they participate in the Sourcwell agreement. However, Toro strongly encourages our distributors/dealers to participate in the Sourcwell agreements and provides financial support for those who do. Furthermore, most our distributors/dealers see the value of simplifying the buying process and encourage their customers to use the agreement.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Toro has the ability to serve all geographic areas in the US and Canada through our distributor and dealer networks.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Toro has the ability to serve all participating entity sectors in the US and Canada through our distributor and dealer networks.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Participating entities in Hawaii, Alaska, US Territories, and Canada may be subject to additional freight charges. Any additional freight charges would be provided prior to purchase as a pass-through cost and included in the customer quote.</p> <p>Due to a difference in the buying structure and fluctuation in the US/Canada exchange rate, a separate price structure will be established for Canadian customers. Please reference pricing documents for details.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>a) The Toro Company will release a Distributor Operating Bulletin (DOB) to its channel partners, endorsed by the executive sponsor Grant Young, General Manager, Commercial announcing the new award which will be incorporated into the Commercial Division Program Manual used by distribution. Additionally, Toro University hosts monthly webcasts and other training events where the contract will be discussed. We have been training and implementing government contracts with our distributor and dealer partners for many years. If we are awarded the Sourcewell contract, we will continue to employ many different techniques to provide training. Initially, we will train the Toro sales and marketing team responsible for this implementation. We will provide PowerPoint presentations to our distributors/dealers that are co-authored by Toro and Sourcewell. We will implement individual conference calls by distributor to review the contract, discuss the benefits to the customer and the distributor, and answer questions.</p> <p>b) The Toro sales and marketing team will make sales calls with our channel partners to our end users to discuss this contract and sign up new users. Our marketing department will create specific documents that provide our distributors and customers with an overview of the contract and the benefits to them. These marketing pieces will be made available to all of our distributors and will be used at local and national trade shows. As part of the ongoing training process, Toro representatives will drive participation in local and regional trade shows and conferences with our distributors where we model the selling of this contact to customers.</p> <p>c) We will continue to train our sales force and engaging the resources we need to assure the success of this contract.</p> <p>See the attached (Toro Marketing Samples) file for examples.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Toro Company uses a variety of technologies to communicate with customers and to deliver relevant and meaningful content in a timely fashion. The goal of these Marketing initiatives ranges from driving basic awareness of our brand and products to driving increasing levels of engagement relating to learning about the features, advantages, and benefits of each product we sell. From websites, eNewsletters, email messaging, and videos to Social Media postings and beyond, Toro uses a wide range of tools – digital and analog - to generate interest in and drive leads to our distributor channel partners who sell and support our products locally.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>a) The Toro Company's expectations of Sourcewell's role in promoting the contract would include; jointly publishing a press release announcing the award, deployment of an eBlast to the Sourcewell membership announcing the new contract, and/or announcing it on the Sourcewell social media channels, updating The Toro Company contract on the Sourcewell website, and that Sourcewell would promote the contract at the appropriate industry trade shows and forward any inquires directly about The Toro Company to Toro in order for The Toro Company to convert that inquire into a sale.</p> <p>b) Regarding the integration into our sales process, and beyond those referenced in response to question (32), Toro has made the Sourcewell agreement a standard part of our onboarding training for internal and distributor/dealer personnel. As part of our discovery process with government and non-profit agencies, we are identifying and encouraging the use of the Sourcewell agreement. Our distributors/dealers see the value of the Sourcewell agreement for their organization by simplifying the buying process, and for their customers (end-users) by offering competitive pricing and simplifying the buying process on their end. A Toro/Sourcewell co-branded flier is used to highlight the benefits of the agreement and used by distributor/dealer personnel during customer calls and industry events. See the (Toro Marketing Samples) attachment for an example of the co-branded flyer.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>All new and used equipment delivered to the customer includes one-on-one or group training provided by the salesperson and service staff. Their distributor salesperson can discuss these offerings as they are made available by The Toro Company. Local training is offered by each of our distributors and the educational content varies depending on the end user's needs. Group training may be offered as well. Dates and cost of training vary from year to year. Certificates of completion are issued to each attendee after completion of training classes.</p> <p>Operator safety training for all products are offered: online at Toro.com and a digital operator manual is provided with each new piece of equipment.</p> <p>Safety Video:  <a href="https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training">https://www.toro.com/en/customer-support/education-and-tech-reference/operator-training</a></p> <p>The Toro Company also offers in-depth factory training at a reasonable cost to the end-user. This training takes place at Toro's World Headquarters in Bloomington, MN. The dates vary year by year. Topics include the following:</p> <ul style="list-style-type: none"> <li>- Cutting Unit Technology: Cutting unit set-up and adjustments</li> <li>- Traction Units: Electronic and hydraulic systems diagnostics, troubleshooting, and testing</li> <li>- Tier4 Engine Systems: Overview of why and how they work</li> <li>- Spray Systems: Components, operation, and calibration</li> <li>- Toro Reel Cutting Units: How they really work</li> <li>- Open forum with engineering and other product experts</li> <li>- Diagnostics, InfoCenters, and more!</li> </ul> <p>Additional training and reference materials found on Toro.com or in myTurf@toro.com</p>
37	Describe any technological advances that your proposed products or services offer.	<p>★ = Toro exclusive features</p> <p>GR3360/3370  Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift, and cutting.</p> <ul style="list-style-type: none"> <li>- All-Electric Traction, Steering, Lift &amp; Reel Control – No onboard hydraulic fluid eTriFlex Models:</li> <li>- Engine/Generator Model, with Battery Assist Technology and up to 20% fuel savings. Constant 2,400 rpm and shrouded engine for amazingly quiet operation</li> <li>- Lithium-Ion Battery Model, 48-Volt virtually silent operation</li> <li>- ★ Radius Dependent Speed (RDS) System for Optimal Perimeter Cut</li> <li>- Advanced Cutting Performance</li> <li>o Double A-Arm ★ plus Link-System Suspension for superior contour-following</li> <li>o ★ Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision</li> <li>o ★ Lift-In-Turn feature combined with RDS provides a consistent cleanup cut</li> <li>- Highly Productive and Versatile</li> <li>o ★ “Slow-in-Turn” feature minimizes turf scrubbing that can occur during turn arounds</li> <li>o ★ Tool-Free, Quick-Change cutting units</li> <li>o ★ Lift-Gate Footrest for easy access to the center cutting unit</li> </ul> <p>Greensmaster Walk greens mowers (flex &amp; fixed head)</p> <ul style="list-style-type: none"> <li>- ★ Flex Suspension with proven Dual Precision Adjustment (DPA) Cutting Unit technology</li> <li>- Multiple, easy to configure clip rate settings</li> <li>- ★ Telescoping loop handle design with combined operational and safety bail</li> <li>- Operational bail allows slowing down or a complete stop in tight turns without disengaging traction</li> <li>- ★ Rubber-mounted handle to reduce oscillation motion from walking for cutting consistency</li> <li>- No greasing requirement and modular designs for labor-saving maintenance</li> <li>- Excellent balance for superior tracking and easy turnaround</li> <li>- ★ Tool-free cutting unit removal</li> </ul> <p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance—all while delivering a phenomenal quality of cut.</p> <p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing</p>

maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.

#### Toro Genuine Parts

Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support

Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job

DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens & Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.

#### Groundsmaster 3200/3300

The innovative tilt-up deck design making blade maintenance and deck cleaning simple. Additionally, all engine maintenance points are easily accessible. Enhanced climbing and hillside stability – CrossTrax all-wheel drive is based on the innovative Toro Series/Parallel™ design. If one of the front tires begins to slip, power is transferred to the opposite rear tire for optimum traction. Heavy-duty, 7-gauge steel decks with a front bullnose and side bumpers paired with the industry's toughest spindle assembly for extended product life. INFOCENTER™ CONTROL PANEL Real-time information delivered to the operator's fingertips for ultimate control.

#### Outcross 9060

Don't mistake the Outcross 9060 for the agricultural tractors often found on golf courses and sports fields. It is not a tractor! The Outcross 9060 does all the work of a tractor AND a super-duty utility vehicle without the headaches often associated with operating each in turf maintenance applications. Outcross's 4-wheel steering makes it highly maneuverable, stable, and extremely turf-friendly. Its electronically-controlled traction drive and low center of gravity help it traverse side hills and challenging terrain. The Outcross 9060 has a hydrostatic drive system, eliminating the need for an operator who is proficient with the complicated controls and shifting commonly associated with a traditional tractor. Simply select forward or reverse, and drive! Pre-set parameters and programable "guardrails" ensure the operator is productive while keeping them from operating outside the manager's specifications. Simple one-action operation of complicated attachments, such as an aerator, keeps the operator focused on the task at hand. Cruise control, shuttle shifting, a passenger seat, and intuitive controls add to the ease-of-use and efficiency. Save money by maintaining one machine instead of two or three. Spread fertilizer and seed more accurately to reduce waste. With three-point, drawbar, bed, and loader capabilities, productivity comes standard. Outcross owners can mow grass, spread fertilizer, load sand, haul a pallet of sod, aerate, top dress, remove snow and ice, blow leaves, prune roots, spread seed, tow a trailer, sweep a path, chop wood, and much, much more.

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Sustainability is not a new concept for The Toro Company. It is deeply rooted in our purpose - to help our customers enrich the beauty, productivity and sustainability of the land.</p> <p>At our corporate website we have full details of our Sustainability initiative, which is more comprehensive than a policy. Please see:  <a href="https://www.thorocompany.com/sustainability/sustainability-endures">https://www.thorocompany.com/sustainability/sustainability-endures</a></p> <p>Alternative power, smart-connected products, and autonomous technologies are important areas of focus for us. For example, our Reelmaster® 5010-H and Greensmaster® eTriFlex™ hybrid mowers provide fuel savings over comparable mowers, plus they reduce noise levels and operating costs for our customers. In addition, the new e-Dingo is designed to provide customers with the ability to work indoors with zero emissions and lower noise pollution. We also recently established a new technology acceleration center, which is designed to support our development of smart-connected technologies.</p> <p>Key sustainability initiatives and accomplishments include:</p> <ul style="list-style-type: none"> <li>• Deepening commitment to diversity, equity, and inclusion. In addition to designating DEI as part of the formal responsibilities within Toro's human resources team, the company is broadening the lens from workforce and workplace practices to seeking out synergies with supplier management practices and philanthropic giving.</li> <li>• Employee health and safety is a paramount value of Toro. Toro implemented a comprehensive environmental, health and safety data management system to help drive engagement and increased transparency for proactive safety performance. Toro saw reductions in both its total recordable injury and lost workday rates during fiscal 2020.</li> <li>• Impacting our communities and smallholder farmers in developing countries. As part of its Land. Water. Thrive. philanthropic initiative and employee immersion experience, Toro partnered with iDE to work with smallholder farmers in Honduras to better understand their irrigation practices to help develop drip systems and water storage solutions that are affordable, sustainable, and meet the needs of both growers and their communities.</li> <li>• Continued focus on water stewardship. Toro was recognized by the U.S. Environmental Protection Agency with the WaterSense Excellence Award for its dedication to water management innovation and education, marking the fifth consecutive year that it has received the prestigious award.</li> <li>• Improving operational efficiency. Toro began its journey to implement a new energy management system to better access site energy consumption and resource efficiency at its production facilities. The new system provides real-time access to data with analytics to identify key performance trends and opportunities for operational efficiency, as well as energy and environmental impact reduction.</li> <li>• Energy-efficient technologies. With a focus on energy efficiency and developing sustainable solutions, Toro introduced several products to further expand its alternative power offerings. Examples include a new line of 60V lithium-ion products for homeowners, the Greensmaster eTriFlex hybrid riding greens mower, and the all-electric e-Dingo 500 compact utility loader.</li> <li>• In Australia Toro refreshed its product packaging and received an "advanced" classification in a recent audit of sustainable packaging activities undertaken by the Australian Packaging Covenant, a government body.</li> <li>• We participate in a "closed loop" recycling partnership in CA with Revolution Plastics; this recycles our drip irrigation materials. In the first six months of the program, 381,000 pounds of materials were recycled.</li> <li>• Toro has replaced its printed operator manuals with online guides, in order to improve comprehension and reduce paper usage.</li> <li>• Our Hammerhead business introduced "Cured-in-Place Pipes" whereby aging pipes are repaired with a revolutionary bluelight LED system. Repairing rather than replacing extends the life of existing pipe networks and reduces overall landfill waste.</li> </ul> <p>Other sustainability-related awards include:</p> <ul style="list-style-type: none"> <li>- Wyland National Mayor's Challenge for Water Conservation Co-Sponsor</li> <li>- Urban Park Innovation Award</li> <li>- 2019 Everyday Hero Award</li> <li>- ISO 14001:2004 compliant</li> </ul>
<p>39</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>The battery chargers we use for our electric products meet the California Energy Commission (CEC) energy efficiency standards and are labeled with the "BC" mark. They also meet the U.S. DOE and NRCAN energy efficiency standards.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	The Toro Company does not qualify for a WMBE, SBE, or Veteran owned business. However, most of our distributor/dealer partners are designated Small Businesses and several are Woman and/or Minority owned.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Toro is unique in the breadth of products it can offer through its comprehensive distributor/dealer network to Sourcewell members under this contract. Sourcewell members will be able to obtain, from a single Toro distributor/dealer, utility vehicles, rotary mowers, reel mowers, turf cultivation, walk-behind trenchers, ride-on vibratory plows, irrigation products, synthetic turf grooming equipment, and a variety of turf renovation, tree care, compaction, concrete, and masonry equipment. This wide range of products available from a single dealer provides Sourcewell members that varying equipment needs with the extra efficiency of working with a single, knowledgeable dealer.</p> <p>As an organization, Toro is focused on providing and developing Turf specific products. Toro is unique in its focus and support of the Turf Industry.</p>	*

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	<p>As a product owner, the Sourcewell member is responsible for required maintenance and adjustments stated in the Operator’s Manual. Failure to perform required maintenance and adjustments can be grounds for disallowing a warranty claim.</p> <p>When a warrantable condition exists, an authorized Toro distributor or dealer will repair the Product at no cost to the Sourcewell member, including applicable diagnosis, labor, and parts, excluding the following:</p> <ul style="list-style-type: none"> <li>- Product failures which result from the use of non-Toro replacement parts, or from installation and use of add-on or modified non-Toro branded accessories and products. A separate warranty may be provided by the manufacturer of these items.</li> <li>- Product failures which result from failure to perform recommended maintenance and/or adjustments. Failure to properly maintain the Toro product per the Recommended Maintenance listed in the Operator’s manual can result in claims for warranty being denied.</li> <li>- Product failures which result from operating the Product in an abusive, negligent, or reckless manner.</li> <li>- Parts subject to consumption through use unless found to be defective. Examples of parts that are consumed, or used up, during normal Product operation include, but are not limited to, brake pads and linings, clutch linings, blades, reels, rollers and bearings (sealed or greaseable), bed knives, spark plugs, castor wheels and bearings, tires, filters, belts, and certain sprayer components such as diaphragms, nozzles, and check valves, etc.</li> <li>- Failures caused by outside influence. Including, but not limited to, weather, storage, practices, contamination, use of unapproved fuels, coolants, lubricants, additives, fertilizers, water, or chemicals, etc.</li> <li>- Failure or performance issues due to the use of fuels (e.g. gasoline, diesel, or biodiesel) that do not conform to their respective industry standards.</li> <li>- Normal noise, vibration, wear and tear, and deterioration.</li> <li>- Normal “wear and tear” includes, but is not limited to, damage to seats due to wear or abrasion, worn painted surfaces, scratched decals or windows, etc.</li> </ul>	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. The standard commercial equipment warranty covers the equipment for two years or 1500 operational hours, whichever comes first.	*
44	Do your warranties cover the expense of technicians’ travel time and mileage to perform warranty repairs?	Travel time and mileage of Toro Authorized distributor and dealer service personnel to diagnose and perform warranty repairs are covered by Toro, up to 1,000 total miles per claim.	*



45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Toro can provide warranty repair for all geographic areas in the US and for all Canadian Provinces through our authorized distributor and dealer networks.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Non-Toro brand attachments are not covered under Toro's Commercial warranty but the service can be provided by Toro distributors.	*
47	What are your proposed exchange and return programs and policies?	New, unused, uninstalled items are eligible for return or exchange and subject to a 15% restocking fee. In addition, any charges associated with return shipment from the returnee's specified location to a Toro distribution center will be the responsibility of the returnee. Used or installed items cannot be returned or exchanged. New, uninstalled Parts are to be returned at customer's expense within 90 days of purchase.	*
48	Describe any service contract options for the items included in your proposal.	<p>Our distributors may offer a variety of maintenance programs depending on the need of the customer. These range from Time and Materials type services, Preventive maintenance contracts, Full-Service maintenance contracts that include preventive maintenance and repairs. These programs are priced based on the specific needs of the customer, equipment age, and condition. The distributor can provide pricing for these programs on a local level.</p> <p>Toro has also developed a Web-based Asset Maintenance Management system called myTurfPro offering both free and subscription-based services.</p>	*



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are 0% 30 days for cash/check payments and EFT payments.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Multiple leasing and financing options are supported by Toro and available from Toro distributors and dealers.</p> <p>Tax-exempt financing and leasing is a tool that municipalities can use to spread the cost of capital equipment acquisitions over the life of the assets being financed. Toro has partnership agreements in the US with two different finance companies, PNC Equipment Finance and TCF Equipment Finance. Because of these relationships, we have developed documents to help streamline the process for our tax-exempt customers. This includes the credit application, approval, and non-appropriation language. This nationwide team of finance professionals has an in-depth understanding of tax-exempt financing.</p> <p>Based on tax-exempt pricing (\$1 purchase option at end of lease term), the monthly lease rate is indexed to a spread not to exceed 470 basis points (BPS) over the like term US treasuries. Individual transaction pricing will be priced to the market based on specific transaction details.</p> <p>For Fair Market Value (FMV) leases, terms from three to five years will be available. The monthly payments will not exceed 3.5% of the award price (at 600 hours per year of use). Alternative hours and payment terms (skip pays, annual pays, etc.) can be quoted by one of our financing partners. At the end of the lease (assuming all terms and conditions of the lease have been met), the equipment may be returned (subject to turn-in requirements identified in the lease documents), renewed for an additional time, on mutually agreeable terms between the parties, or purchased at the then, fair market value of the equipment.</p> <p>In Canada, Toro's distributors hold direct relationships with financial institutions.</p> <p>As for LCE equipment, various additional special finance options are available through Toro's finance partners including, stated value and municipal lease options as well as no interest and low-interest fixed-term loans. For current offers, visit <a href="http://www.toro.com/finance">www.toro.com/finance</a>.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Sourcewell members will submit purchase orders directly to an authorized Toro distributor/dealer.</p> <p>Sourcewell members can contact Toro directly to verify a specific dealer and/or pricing provided by our local distributor/dealers. Sourcewell members may also confirm their authorized distributor/dealer online at <a href="http://www.toro.com/locator">www.toro.com/locator</a>.</p> <p>Toro will encourage and incent our authorized distributors/dealers to participate in the Sourcewell contract and provide contract pricing to Sourcewell members at the agreed-upon prices.</p> <p>Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with the contract in order to receive their rebates. This information will be shared with Sourcewell directly from Toro on a quarterly basis, or as requested by Sourcewell. Toro has an impeccable track record of providing this information accurately and on time since the beginning of our first contract. We understand the importance of transparency and accurate reporting for Sourcewell, and for our customer agencies.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of Toro's authorized distributors/dealers are able to accept P-card procurement and payments. Additional fees may apply to purchases made using p-card procurement.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For the contiguous United States, our pricing model is a discount off US MSRP that includes freight charges to the customer's dock.</p> <p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate  <a href="https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/">https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</a></p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<ul style="list-style-type: none"> <li>• Toro Commercial products: 22% off current US MSRP</li> <li>• Bullseye Products: 5% off current US MSRP</li> <li>• Toro Landscape Contractor Equipment (LCE): 27% off current US MSRP</li> <li>• Toro Landscape Contractor SNOW Equipment (LCE SNOW): 20% off current MSRP</li> <li>• Toro Golf Irrigation: 40% off current US MSRP</li> <li>• Toro Residential Commercial Irrigation: 40% off current US MSRP</li> <li>• Irritrol Irrigation Wholefoods, Attachments and Accessories: 40% off current US MSRP</li> <li>• Rainmaster Irrigation Wholegoods (RA): 35% off current US MSRP</li> <li>• Rainmaster Irrigation Parts (RB): 0% off current US MSRP</li> <li>• Sentinel Irrigation Wholegoods: 35% off current US MSRP</li> <li>• Large Commercial Rotors: 15% off current US MSRP</li> <li>• Site Works Systems (SWS) Equipment: 17% off current US MSRP</li> <li>• Ventrac Products: 12% off current US MSRP</li> <li>• Toro BOSS Snow Removal Products: 25% off current US MSRP</li> <li>• Used and Demonstrator equipment: pricing will be set by the distributor/dealer based on product condition, age, hours, etc.</li> <li>• Third-party attachments: distributors/dealers will set the price but will not exceed the list price and may include setup and freight charges.</li> </ul>
55	Describe any quantity or volume discounts or rebate programs that you offer.	Toro authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume..
56	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Toro authorized distributors/dealers may provide third-party equipment that attaches to Toro products. These products will be priced no higher than that products List Price. Freight and set-up fees may also apply to these products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have identified the pricing and potential cost variations in items 53, 54, 55, and 56.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping charges for Toro equipment outside the contiguous United States are not covered as part of the product price. The Sourcewell members outside this area will be invoiced only for the actual costs of freight and delivery which can be provided at the time of order. Shipping costs will also be added for any third-party attachments purchased for Toro products.

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For Hawaii, Alaska, and US Islands, the discount structure is the same (discount off US MRSP) but freight is not included in the price. Freight will be determined at the time of the sale by the distributor/dealer.</p> <p>For Canada, the pricing model is our US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at that time according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied.</p> <p>Bank of Canada – Monthly Exchange Rate  <a href="https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/">https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/</a></p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Most products will be shipped from a distributor/dealer to the customer, but many of the products in the Landscape Contractor Equipment or Irrigation divisions may be available at the distributor/dealer location and may be picked up on-site.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing in our proposals is one of the most aggressive pricing structures offered to GPOs, cooperative procurement organizations, or state purchasing departments as a result of the reach and value provided by Sourcewell.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	The Toro Company will be paying all administration fees to Sourcewell for sales on this contract. Toro distributors/dealers supporting the Sourcewell contract will receive rebates from Toro for equipment sold under the Sourcewell contract to Sourcewell members. Toro distributors/dealers will be required to submit documentation to ensure compliance with contract in order to receive rebate. Additionally, Toro may contact Sourcewell members purchasing Toro product under the Sourcewell cooperative purchasing contract to ensure member satisfaction. For our Commercial products we have a pricing system that allows our distributors to choose the Program pricing they need. We will have the Sourcewell pricing established in this system for them to select, and verification against this system will be used during the rebating process.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Toro agrees to pay administrative fees to Sourcewell in the amount of 1.5% of all sales of whole goods and accessories, less freight, shipping, and set-up costs, associated with this contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Toro offers a full line of irrigation, synthetic turf maintenance, and mowing equipment from 21" rotary mowers to rotary mowers with up to 16' width of cut, reel mowers, aeration equipment, sprayers, debris removal equipment, material handling, greens rollers, zero-turn mowers, four-wheel steer mowers, snow removal attachments, compact utility loaders, and utility vehicles to meet the needs of any golf course, park, sports field, or general grounds maintenance.</p> <ul style="list-style-type: none"> <li>• <b>SPORTS FIELDS AND GROUNDS EQUIPMENT</b> Toro offers a complete and comprehensive line of new unused Sports Fields and Grounds Equipment of the latest design and technology to include, but not limited to, mowing equipment, utility vehicles, spraying equipment, irrigation products, turf cultivation equipment, and synthetic maintenance equipment.</li> <li>• <b>GOLF COURSE MAINTENANCE EQUIPMENT</b> Toro offers a complete and comprehensive line of new unused Golf Course Maintenance Equipment of the latest design and technology to include, but not be limited to, mowing equipment, utility vehicles, spraying equipment, renovation and utility equipment, turf cultivation equipment, and irrigation equipment.</li> <li>• <b>RELATED EQUIPMENT PARTS</b> Toro provides a complete and comprehensive line of Original Equipment Manufacturer (OEM) Sports Fields and Grounds Equipment Parts and Golf Course Maintenance Equipment Parts.</li> <li>• <b>USED EQUIPMENT</b> Each of our distributors provides access to quality used and demonstrator (demo) equipment. (Quantities and products are based on availability.)</li> </ul>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>a) Walk-Behind Rotary Mowers</li> <li>b) Zero-Radius Rotary Mowers</li> <li>c) Wide-Area Rotary Mowers</li> <li>d) Walk-Behind Reel Mowers</li> <li>e) Commercial and Wide-Area Reel Mowers</li> <li>f) Walk-Behind and Ride-On Greens Mowers</li> <li>g) Utility Vehicles</li> <li>h) Utility Tractors</li> <li>i) Turf Cultivation Equipment</li> <li>j) Turf Application Equipment</li> <li>k) Debris Management Equipment</li> <li>l) Infield Groomers</li> <li>m) Compact Utility Loaders</li> <li>n) Residential / Commercial Irrigation</li> <li>o) Sentinel Irrigation Products</li> <li>p) Irritrol Irrigation Products</li> <li>q) Large Commercial Rotors</li> <li>r) Rainmaster Irrigation Wholegoods</li> <li>s) Rainmaster Irrigation Parts/Accessories</li> <li>t) Golf Irrigation</li> <li>u) Snow &amp; Ice Removal Equipment</li> <li>v) Synthetic Turf Maintenance Equipment</li> </ul>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
66	Lawn and garden equipment, tools, attachments, and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of lawn and garden equipment, attachments, and accessories. Including, but not limited to lawnmowers, utility tractors, utility vehicles, snow removal equipment, and golf course maintenance equipment.
67	Irrigation systems, equipment, parts, and related installation and maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of Residential, Commercial, and Golf Course Maintenance equipment, parts, repair, and installation services for both new and renovation projects.
68	Beach and waterfront maintenance equipment and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	As described in section 14A, Toro provides a wide variety of beach and waterfront maintenance equipment and accessories that include, but are not limited to infield groomers, utility tractors, utility vehicles, and Debris Management Equipment.
69	Accessories, parts, and services related to the solutions described above, including maintenance or repair, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Toro provides a wide variety of Original Equipment Manufacturer (OEM) accessories and parts for unique configurations, and to increase the life of reliability of our equipment. Toro and our distributor/dealer network provide the latest technology to support the maintenance, repair, and warranty of Toro equipment.

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Through Toro's Partners in Excellence (PIE) program, Toro measures specific areas of the business, year after year, and provides tangible ways for both Toro, and our distributor/dealer partners to see what we're doing well and what areas need improvement. Scores are based on things such as customer satisfaction, parts and product availability, service, and growth. These, along with contract utilization metrics will be used to measure the success of the Sourcewell contract.
71	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	<p>myTurf Pro is a powerful and easy-to-use, application that seamlessly connects your assets and your maintenance program, regardless of brand. Provide your team with the tools to become more efficient by automating routine tasks, easily ordering parts, managing maintenance assignments, and tracking task completion. "At a glance" overviews keep you informed of asset status.</p> <p>Toro Genuine Parts Reliability – Most local distributors deliver parts within 24 hours. Toro backs this promise with 48-hour delivery support</p> <p>Toro MVP kits - Toro provides Maintenance Value Performance (MVP) Kits for many common maintenance jobs, including filter change kits, hydraulic hose replacement kits, cutting unit overhaul kits, roller rebuild kits, and more. All the required parts are included in a single package to make ordering and completing the job easier and less expensive. Whether you are rebuilding rollers, replacing hydraulic hoses, or overhauling your cutting units, Toro MVP Kits make it simple to order all the necessary parts for the job.</p> <p>Also, see our response to question 25 for additional details on the serviceability of products (parts availability, warranty, and technical support).</p>
72	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>Toro exclusive PX Hydraulic Fluid is another great innovation from Toro. This new premium hydraulic fluid performs better and lasts longer than conventional fluids. This means your equipment will run more smoothly and require fewer hydraulic fluid changes saving you time and money – up to 71%. Most 2019 and newer Toro commercial equipment come factory filled with Toro PX Hydraulic Fluid and have change intervals twice as long as previously...up to 2000 hours!</p> <p>EdgeSeries Reels+™ replacement reels take performance to the next level with bearings and seals already installed on the reel. Available for Toro riding and walk Greensmaster® and Reelmaster® mowers, EdgeSeries Reels+ are designed for longer life with less maintenance —all while delivering a phenomenal quality of cut.</p> <p>DPA Cutting Units with all-new EdgeSeries™ Reels for Improved Greens &amp; Fairways - EdgeSeries innovations include – longer-lasting - materials, even more precise manufacturing techniques, and well-researched design changes to both the reel and bedknife geometry that come together to provide an outstanding quality of cut with less maintenance.</p>

**Exceptions to Terms, Conditions, or Specifications Form**

Only those proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.



## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brad Hamilton, Group Vice President, The Toro Company

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

If the Applicant declares an actual or potential Conflict of Interest by marking the box below, the Applicant must set out below details of the actual or potential Conflict of Interest:

Toro does not believe we have an actual or potential Conflict of Interest. However, for the purpose of full transparency, The Toro Company has been in communication with Venture Products, Inc. (i.e. Ventrac) during the solicitation process, who we believe will be responding to this solicitation. The Toro Company acquired Venture Products, Inc. in March of 2020 and is one of several brands under the Toro Family of Brands.

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Grounds_Maintenance_Equipment_RFP_031121</b> Thu March 4 2021 06:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_10_Grounds_Maintenance_Equipment_RFP_031121</b> Thu February 25 2021 01:00 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 23 2021 10:33 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Grounds_Maintenance_Equipment_RFP_031121</b> Mon February 22 2021 10:21 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Grounds_Maintenance_Equipment_RFP_031121_CDR_Suggests</b> Wed February 17 2021 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 16 2021 11:03 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Grounds_Maintenance_Equipment_RFP_031121</b> Fri February 12 2021 03:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Grounds_Maintenance_Equipment_RFP_031121</b> Tue February 2 2021 02:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Grounds_Maintenance_Equipment_RFP_031121</b> Thu January 21 2021 03:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Grounds_Maintenance_Equipment_RFP_031121</b> Wed January 20 2021 02:02 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Grounds_Maintenance_Equipment_RFP_031121</b> Tue January 19 2021 03:36 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 031121-TTC**

THIS AMENDMENT is by and between **Sourcewell** and **The Toro Company** (Vendor).

Sourcewell awarded a contract to Vendor to provide Grounds Maintenance Equipment, Attachments, and Accessories with Related Services to Sourcewell and its Participating Entities, effective April 29, 2021, through April 30, 2025 (Contract).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.
2. Vendor wishes to modify its pricing model to offer Product-category discounts off of current MSRP will apply as described in items 54-60. In Canada, the pricing model will be US MSRP multiplied by the exchange rate at the time of order (exchange rate based on the monthly average published rate at the time of order, according to the Bank of Canada – Monthly Exchange Rate). This creates a new MSRP for Canada and then the discount off that price is applied. Bank of Canada – Monthly Exchange Rate: <https://www.bankofcanada.ca/rates/exchange/monthly-exchange-rates/>
3. Vendor will offer a “Smart Value” volume discount that includes the following incentive for individual large orders.

Toro Commercial Purchases	Customer Goods	Toro Commercial Purchases	Customer Goods
\$ 150K - \$ 199K	\$ 4,500	\$ 550K - \$ 599K	\$ 22,000
\$ 200K - \$ 249K	\$ 6,000	\$ 600K - \$ 649K	\$ 24,000
\$ 250K - \$ 299K	\$ 10,000	\$ 650K - \$ 699K	\$ 26,000
\$ 300K - \$ 349K	\$ 12,000	\$ 700K - \$ 749K	\$ 28,000
\$ 350K - \$ 399K	\$ 14,000	\$ 750K - \$ 799K	\$ 30,000
\$ 400K - \$ 449K	\$ 16,000	\$ 800K - \$ 849K	\$ 32,000
\$ 450K - \$ 499K	\$ 18,000	\$ 850K - \$ 899K	\$ 34,000
\$ 500K - \$ 549K	\$ 20,000	\$ 900K*	\$ 36,000

Only single Purchase Orders (POs) on Toro Commercial Equipment qualify. Multiple POs may not be combined to qualify.

Vendor-authorized distributors/dealers understand these are ceiling prices and may choose to provide additional discounts based on unit quantity or total purchase volume.

- 4. Vendor-authorized distributors/dealers may provide third-part equipment that attach to, or are used in, the configuration with any of Toro’s products. These products will be priced no higher than the products List Price.

Freight and setup fees may apply.

Vendor-authorized distributors/dealers may include setup fees – not to exceed 2% of the total Product cost, plus up to an additional 6% for cab-unit setups. Setup fees must be identified as a separate line- item on the quotation.

For the contiguous United States, delivery fees may be included at the distributor/dealer discretion – not to exceed 2% of the total product cost. Delivery fees must be identified as a separate line-item on the quotation.

For Alaska, Hawaii, US Islands, and Canada, freight and delivery fees may be included at distributor/dealer discretion – delivery fees not to exceed 2% of the total product cost; freight not to exceed actual pass-through costs. Freight and deliver fees must be identified as a separate line-item on the quotation.

- 5. Vendor will encourage and incent its authorized dealers to provide contract terms to Sourcewell members consistent with the terms of this Amendment; however, participation in the program described in the Amendment will be at the discretion of each Toro dealer.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

**The Toro Company**

DocuSigned by:  
 By: Jeremy Schwartz  
 Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:  
 By: Brad Hamilton  
 Brad Hamilton

Date: 10/29/2021 | 3:14 PM CDT

Title: Group Vice President

Approved:

Date: 10/29/2021 | 3:00 PM CDT

DocuSigned by:  
 By: Chad Coquette  
 Chad Coquette, Executive Director/CEO

Date: 10/29/2021 | 3:28 PM CDT



Date: September 23, 2022

## Quotation for City Of Menlo Park

Quote No:634041-00

<b>Prepared For:</b> Don Weber	<b>Quote No:</b> 634041-00
City Of Menlo Park	<b>iQuote No:</b> 116123
333 BURGESS DRIVE	<b>Sales Person:</b> Brian Daum
MENLO PARK, CA 94025	brian.daum@turfstar.com (510) 340-0697

*Sourcewell pricing was used. 12-month lead time minimum. Pricing cannot be held due to market instability and any unforeseen Toro price increase prior to delivery will be added. Pricing will be finalized prior to delivery and Client can cancel anytime*

## Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Greensmaster 3370 Triflex Electric	1	\$68,597.45	\$68,597.45	\$6,431.00	\$75,028.45
<b>Totals:</b>			<b>\$68,597.45</b>	<b>\$6,431.00</b>	<b>\$75,028.45</b>



Date: September 23, 2022

## Quotation for City Of Menlo Park

Quote No:634041-00

### Configuration Product Details 010-Greensmaster 3370 Triflex Electric

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
04590	Greensmaster 3370 Triflex Electric	1	\$51,858.30	\$51,858.30	\$4,861.72	\$56,720.02
FSD1	Setup	1	\$1,319.18	\$1,319.18	\$123.67	\$1,442.85
FSD2	Delivery	1	\$1,319.18	\$1,319.18	\$123.67	\$1,442.85
04729	Premium Seat	1	\$1,659.84	\$1,659.84	\$155.61	\$1,815.45
119-7105	PREMIUM ARMREST KIT	1	\$169.34	\$169.34	\$15.88	\$185.22
04651	DPA 8bld C/U TriFlex	3	\$2,753.40	\$8,260.20	\$774.39	\$9,034.59
04716	Anti-Bobbing Kit TriFlex	1	\$1,285.44	\$1,285.44	\$120.51	\$1,405.95
120-9600	HIGH HOC KIT	3	\$140.84	\$422.52	\$39.61	\$462.13
04256	Front Wide Wiehle Roller .93 Spacing	3	\$337.74	\$1,013.22	\$94.99	\$1,108.21
121-2260	REAR ROLLER SCRAPER KIT, 21"	3	\$103.55	\$310.65	\$29.12	\$339.77
94-6392	BEDKNIFE-HIGHCUT (21IN G R)	1	\$42.98	\$42.98	\$4.03	\$47.01
106-2648-01	BEDBAR	1	\$237.57	\$237.57	\$22.27	\$259.84
133-1308	COVER SEAT,HI-BACK	1	\$57.87	\$57.87	\$5.43	\$63.30
04500	Light Kit Greensmaster	1	\$641.16	\$641.16	\$60.10	\$701.26
<b>Totals:</b>						<b>\$75,028.45</b>



Date: September 23, 2022

## Quotation for City Of Menlo Park

Quote No:634041-00

### Standard Terms and Conditions

Prices including all finance options are subject to change based on Turf Star Western's receipt of product and estimated shipments. Currently, product availability is a minimum of 6-18 months. Your Final Price will be determined at time of shipment. Delivery is FOB point of origin unless otherwise stated.

### Office Locations

#### **Northern California:**

3928 N.Blattela Lane  
Fresno, CA 93727  
Fax: (559) 277-7123

2438 Radley Court  
Hayward, CA 94545  
Fax: (510) 785-3576

11373 Sunrise Gold Circle  
Rancho Cordova, CA 95742  
Fax: (800) 241-1997

#### **Southern California:**

79-253 Country Club Drive  
Bermuda Dunes, CA 92203  
Fax: (760) 345-4297

955 Beacon Street  
Brea, CA 92821  
Fax: (800) 775-8873

2110 La Mirada Ste 100  
Vista, CA 92083  
Fax: (760) 734-4285

#### **Pacific Northwest:**

1750 Industrial Dr.NE  
Salem, OR 97301  
Ph: (503) 691-0250

5869 South 194th  
Kent, WA 98032  
Fax: (253) 872-6942

2824 East Garland  
Spokane, WA 99207  
Fax: (509) 483-7563



#### **WARNING:**

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>  
For more information, please visit <http://www.tcoCAProp65.com>

#### **CALIFORNIA SPARK ARRESTER WARNING**

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrester may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



**TORO**

# Greensmaster® eTriFlex™

ELECTRIC RIDING GREENSMOWERS

## F E A T U R E S

### All-Electric Traction, Steering, Lift & Reel Control

- No onboard hydraulic fluid

#### eTriFlex Models:

- **Engine/Generator Model**, 14 hp (10.4 kW) twin-cylinder Kawasaki® with Battery Assist Technology and up to 20% fuel savings.\* Constant 2,400 rpm and shrouded engine for **amazingly quiet operation**
- **Lithium-Ion Battery Model**, 48-Volt Samsung® with **virtually silent operation**

### Radius Dependent Speed (RDS) System for Optimal Perimeter Cut ★

- **Clip Rate:** Maintains consistent cutting unit clip rate in turns on each individual reel
- **Wheel Speed Control:** Individual wheel speed control during turns for reduced wheel scrubbing
- **Lift-In-Turn:** Feature that provides a level cut from side to side, particularly in turns

### Advanced Cutting Performance

- Double A-Arm ★ plus Link-System Suspension for superior contour-following
- Industry-leading Flex™ technology and DPA cutting units for easy adjustment and precision ★
- Lift-In-Turn feature combined with RDS provide a consistent cleanup cut ★
- Enhanced clippings capture system for improved turf health
- Automatically produces an even cut line across all reels when raising or lowering cutting units
- Ample power for accessories\*

### Highly Productive and Versatile

- Ample power for a wide range of applications both on and off the greens
- Robust 10 mph transport speed with built-in "Slow-in-Turn" feature ★
- Auto-Brake on Operator Dismount
- Foot Operated Parking Brake

### Innovative Maintenance Enhancements

- InfoCenter™ with Advanced Diagnostics
- Tool-Free, Quick-Change cutting units ★
- Lift-Gate Footrest for easy access to the center cutting unit ★
- Large, balloon-style tires that are gentle on turf

## A new all-electric rider, charged with greens perfection.

The new Greensmaster eTriFlex models carry no hydraulic fluid and utilize all-electric components for traction, steering, lift and cutting. These EnergySmart® models are operationally-friendly with noticeable noise reductions, operational cost savings, and other meaningful improvements to complement the ever-important enhancements in cutting performance.

Combining the innovative, Double A-Arm Suspension System with industry-leading Flex technology, the cutting units float freely over any terrain. The new Radius Dependent Speed (RDS™) System, in combination with the Lift-In-Turn cutting unit leveling feature virtually eliminates the effect known as "Triplex-Ring". This substantially improves both the aesthetics and playability of the green.

And superior cutting performance is only the beginning.

The patented Lift-Gate Footrest, Tool-Free QuickChange™ cutting units, Automatic "Slow-in-Turn" during Transport and Auto-Brake on Operator Dismount are just a few of the many new features that provide added versatility, simplified service, and ultimately, more productivity.

[toro.com/etriflex](http://toro.com/etriflex)



EdgeSeries™ Reels

★ Patented or Patent-Pending

Call your Toro distributor at 800-803-8676

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\*Verticutting with the Engine/Generator model only.



# Greensmaster® eTriFlex™ 3360/3370 Specifications\*

	GREENSMASER eTRIFLEX 3360, MODEL 04580 (ENGINE/GENERATOR)	GREENSMASER eTRIFLEX 3370, MODEL 04590 (LITHIUM-ION BATTERY)
<b>POWER SOURCE</b>	Engine: Kawasaki 14.5 HP (10.8 kW) @3600 rpm, gasoline, air-cooled, twin-cylinder, governed to 2400 rpm, displacement 36.8 cu-inch (603cc). Choke standard. Generator: 48V 5400W air cooled brushless permanent magnet motor in parallel with four 12V 33AH AGM batteries (connected in series). Generator is used to start engine	Eight, Lithium-Ion Samsung® SDI batteries
<b>ENERGY CAPACITY</b>	4.9 gallons (18.5 liter) gasoline	10.77 kWh; 48V nominal
<b>ELECTRICAL SYSTEMS</b>	48V System for traction motor circuit, steering motor circuit, cutting unit motor circuit and lift / lower actuator circuit. 12V system for primary controls and brake actuator.	
<b>DIAGNOSTICS</b>	Basic machine diagnostics available through the InfoCenter™	
<b>POWER STEERING</b>	48V electric steering motor with torque feedback device	
<b>TRACTION DRIVE</b>	Positive 2WD traction drive: Two, brushless permanent magnet traction motors coupled to a gearbox. Optional 3WD. (patent-pending).	
<b>RDS™ SYSTEM</b>	<b>Radius Dependent Speeds</b> – Clip Rate: Maintains consistent cutting unit clip rate in turns on each individual reel (patent-pending). Wheel Speed Control: Individual wheel speed control during turns (patent-pending). Lift-In-Turn: Provides level cut from side to side of cutting units regardless of turning angle (patented).	
<b>GROUND SPEED</b>	Mowing 0-5 mph (0-8 km/h); Transport 0-10 mph (0-16 km/h); Reverse 0-3 mph (0-4.8 km/h). Selective slow down feature for turning in mowing mode. Automatic slow down at high transport speeds when turning.	
<b>CUTTING UNIT DRIVE</b>	Three, 48V (1.1 KW), air-cooled brushless permanent magnet motors.	
<b>CUTTING UNIT LIFT SYSTEM</b>	48V electric linear actuators with fully integrated brushless permanent magnet motor and controller. Fully sealed with splash guard. Center lift actuator drop and raise delay is dependent on machine velocity.	
<b>VERTICUTTING</b>	Yes	No
<b>BACKLAPPING</b>	Adjustable from 200–520 RPM	
<b>CONTROLS</b>	Traction Pedal: Forward/Neutral/Reverse; Joystick: Raise/Lower; Function control switch: Neutral, Mow, Transport; Key switch; Steering Arm Lock Pedal; Brake pedal; Parking Brake; InfoCenter; Seat Adjusting Lever; Main Power Connectors; Choke (3360 only); Fuel-Shutoff Valve	
<b>INFOCENTER™</b>	InfoCenter: Onboard LCD display shows gauges, alerts/faults, service reminders, electrical system diagnostics, low oil pressure, alternator, engine hours, engine rpm, voltage, functional control status, parking brake applied, reel speed setting, backlap control, clip control, calibration of 48V components.	
<b>DIAGNOSTICS</b>	Basic machine diagnostics available through the InfoCenter.	
<b>BRAKES</b>	Traction motor regenerative braking; foot pedal service/parking brake, linear-actuated automatic parking brake.	
<b>TIRES/WHEELS/PRESSURES</b>	Three, 19x10.5x8, 4-ply rating pneumatic tubeless and demountable. Smooth tread. Tire pressure 12–16 psi (83–110 kPa) front and rear.	
<b>WEIGHT, 11-BLADE CU, BASKETS, AND STANDARD SEAT, NO FUEL</b>	Mow: 1,354 lbs (614 kg) Transport: 1,625 lbs (737 kg)	Mow: 1,359 lbs (616 kg) Transport: 1,628 lbs (738 kg)
<b>NOISE LEVEL (DBA)</b>	Sound Power: 91 db(A) Operator Ear: 73 db(A) Bystander: 25ft – 78 db(A), 50ft – 73 db(A), 100ft – 66 db(A)	Sound Power: 82 db(A) Operator Ear: 66 db(A)
<b>GROUND CLEARANCE</b>	3.8" (9.7cm) ground clearance. Three, tie down locations (2 side, 1 rear).	
<b>WIDTH OF CUT</b>	59" (150cm)	
<b>CUTTING UNIT SUSPENSION</b>	Double A-Arm Suspension utilizing sealed ball joints allows free cutting unit motion in pitch and yaw. Links system for the roll. The basket is directly mounted to the cutting unit displacing weight evenly over front and rear rollers. (patented)	
<b>QUICK-CONNECT CUTTING UNITS</b>	Snap-on cutting unit and reel motors (no tools required).	
<b>OPTIONAL ATTACHMENTS</b>	8, 11, or 14-blade Cutting Units, Groomers, Rear Roller Brushes, Anti-Bobbing, Light Kit, Variety of Front Rollers, Thatching Reels, Tri-Roller, Spiker, Bobbing Kit, Standard or Premium Seat, Wireless Hour Meter, Bimini Shade, Bag Kit, Spark Arrestor.	
<b>MAINTENANCE</b>	No grease points	
<b>OVERALL DIMENSIONS</b>	Width: 70.9" (180cm) Length: with Baskets 98" (249cm) Height: 80.8" (205cm) Wheelbase: 49.8" (126.5cm) Minimum Turning Radius (to machine center line): 35.9" (91cm)	
<b>CERTIFICATION</b>	Meets ANSI B71.5–2017 and EU 2000. 14EC (noise), 2006/42/EC (machinery safety), 2014/53/EU (red)	
<b>WARRANTY</b>	Two-year limited warranty, both models. Lithium-Ion battery 4 years (3rd and 4th year prorated). Refer to the Operator's Manual for further details.	

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# Greensmaster® eTriFlex™ 3360/3370 Accessories\*

	8-BLADE DPA CUTTING UNITS	11-BLADE DPA CUTTING UNITS	14-BLADE CUTTING UNITS
<b>DPA CUTTING UNITS</b>	TriFlex® cutting units will fit on the Greensmaster eTriFlex Series.		
<b>HEIGHT OF CUT (HOC) RANGE</b>	Cutting height is adjusted on front roller by two vertical screws and held by two locking cap screws. Bench HOC range is .062"-.297" (1.6-7.5 mm). With high HOC kit, range is .297-1.0" (7.5-25.4 mm). Effective HOC may vary depending on turf conditions and bedknife installed.		
<b>REEL WELDMENT</b>	Reels are 5" (13 cm) in diameter, 21" (53.3 cm) in length. <b>EdgeSeries™</b> Reels blades are welded to 5 stamped steel spiders, and heat treated. The reel is ground for diameter and concentricity, and relief grind.		
<b>REEL BEARINGS</b>	Two stainless steel ball bearings, 30 mm inside diameter slip fit onto reel shaft retained by internally splined threaded insert. Low drag seals/slingers for added protection with o-ring sealed motor and counterweight. Reel position maintained by a wave washer with no adjusting nut.		
<b>MAINTENANCE</b>	No grease zerks, sealed bearing design eliminates daily maintenance.		
<b>REEL DRIVE</b>	The reel weldment shaft is a 1.375" (35 mm) diameter tube with internally splined threaded insert.		
<b>FRAME</b>	Precision machined, die-cast aluminum cross member with two bolt-on die-cast aluminum side plates.		
<b>AGGRESSIVENESS</b>	Aggressiveness stays constant throughout the life of the reel. Adjustable, with new roller spacers. Patented design.		
<b>BEDKNIFE</b>	Replaceable single edged, EdgeMax™ Microcut Bedknife is standard on all cutting units.		
<b>BEDKNIFE ADJUSTMENT</b>	Dual screw, indexed "click" adjustment to the reel; detents correspond to .0007" (.018 mm) bedknife movement for each position.		
<b>FRONT &amp; REAR ROLLERS</b>	Front: Not included with cutting unit, purchased separately. Option between full, narrow-spaced and wide-spaced Wiehle roller. Rear: Steel full, 2" (5.1 cm) diameter with sealed bearings and through-shaft.		
<b>GRASS SHIELD</b>	Non-adjustable shield with adjustable cut-off bar to improve grass discharge from reel in wet conditions.		
<b>TOTAL WEIGHT</b>	8-blade: 80 lbs. (30.4 kg) with aluminum Wiehle Roller. 11-blade: 83 lbs. (37.7 kg) with aluminum Wiehle Roller. 14-blade: 86 lbs. (39 kg) with aluminum Wiehle Roller.		

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# Greensmaster® eTriFlex™ 3360/3370 Accessories\*

## GREENSMaster ETRIFLEX ACCESSORIES

TRIFLEX TRACTION UNIT ACCESSORIES	
04503	3WD Kit
04500	Light Kit
04508	Seat Kit, Standard
04729	Seat Kit, Premium
121-3660	Left Armrest Kit - Standard
119-7105	Armrest Kit - Premium
137-8098	Spark Arrestor Kit (Gas)
115-4510	Canopy
137-8130	Utility Bag Kit
115-4754	Wireless Hour Meter

OPTIONAL TRIFLEX ACCESSORIES	
04720	Thatching Reel - TriFlex (set of 1) for model 04580 only
119-1128	Individual dynaBLADE, 2mm thickness
117-6824	Individual dynaBLADE, 1.2mm thickness
117-6839	Replacement dynaBLADE kit, 1.2mm thickness (36 blades)
117-6840	Replacement dynaBLADE kit, 2mm thickness (36 blades)
121-6674	Individual Spring Steel Blade
121-6675	Replacement Spring Steel Blade Kit (36 pcs)
04722	Greens Tri-Roller - TriFlex (set of 1)
04723	Greens Spiker - TriFlex (set of 1)

TRIFLEX DPA CUTTING UNITS	
04651	8-Blade Cutting Unit
04653	11-Blade Cutting Unit
04655	14-Blade Cutting Unit

TRIFLEX DPA CUTTING UNIT ROLLERS	
04625	Full Roller DPA
04626	Narrow Wiehle Roller DPA
04627	Wide Wiehle Roller DPA
04258	Extended Wiehle Roller
04267	Narrow Wiehle Roller (for paspalum)
04249	Full Split Roller
04250	Wiehle Split Roller
04628	Solid Steel Roller Kit (Front Wide Wiehle, Rear Full)
04716	Anti Bobbing Kit
71-1550	2" Rear Wiehle Roller (cast iron)
125-5180	Rear Roller Extension Kit
120-9600	High Height of Cut Kit (.35 - .94)

TRIFLEX DPA CUTTING UNIT ROLLER SCRAPERS / BRUSHES / COMBS	
04646	Rear Roller Scraper (Spring Loaded)
125-3503	Front Wiehle Roller Scraper - Narrow
125-3504	Front Wiehle Roller Scraper - Wide
125-3505	Front Roller Scraper - Full
115-7377	Front Wiehle Roller Scraper Brush - Narrow
115-7378	Front Wiehle Roller Scraper Brush - Wide
115-7379	Front Roller Scraper Brush - Full
115-7380	Front Wiehle Roller Scraper Comb - Narrow
115-7381	Front Wiehle Roller Scraper Comb - Wide
115-7382	Front Roller Scraper Comb - Full
107-9561	Anti Bobbing Roller - Scraper Kit (Front and Rear)
121-2260	Rear Roller Scraper - Adjustable

TRIFLEX DPA CUTTING UNIT ACCESSORIES	
04648	Universal Groomer Drive
04802	Groomer Reel - Twin Tipped
04270	Grooming Brush, Soft
04271	Grooming Brush, Stiff
04650	Rotating Rear Roller Brush
115-1880	EdgeMax™ Microcut Bedknife
115-1881	EdgeMax™ Tournament Bedknife
93-4262	Microcut Bedknife (HOC Range 1.58mm - 3.18mm)
93-4263	Tournament Bedknife (HOC Range 3.2mm - 6.35mm)
93-4264	Low Cut Bedknife (HOC Range 6.35mm and higher)
94-6392	Bedknife - High Cut
108-4303	Extended Microcut Bedknife
108-4302	Extended Tournament Bedknife
63-8600	Bedknife - Fairway
99-3794-03	DPA Bedbar, Aggressive (optional)
106-2648-01	DPA Bedbar, Less Aggressive (standard equipment)
112-7475	EdgeMax™ Fairway Bedknife

TOOLS	
04399	Turf Evaluator
125-5610	Paper - Reel
125-5611	Shim - Reel
94-9010	Height of Cut Bar Assembly

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**Solicitation Number: RFP #031721****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vermeer Manufacturing Company dba Vermeer Corporation, 1210 Vermeer Road East, Pella, IA 50219 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Tree Maintenance Equipment, Attachments, and Accessories from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing



restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

#### **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcwell for 0.75% multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
  - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
  - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:



- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**22. CANCELLATION**

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vermeer Manufacturing Company dba  
Vermeer Corporation

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

DocuSigned by:  
*Chad Tousey*  
04052E97E152483...

By: \_\_\_\_\_

By: \_\_\_\_\_

Jeremy Schwartz

Chad Tousey

Title: Chief Procurement Officer

Title: Corporate Accounts Manager

5/10/2021 | 7:52 PM CDT

5/11/2021 | 6:31 AM PDT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved:

DocuSigned by:  
*Chad Coauette*  
7E42B8F817A64CC...

By: \_\_\_\_\_

Chad Coauette

Title: Executive Director/CEO

5/11/2021 | 8:36 AM CDT

Date: \_\_\_\_\_



# RFP 031721 - Tree Maintenance Equipment, Attachments, and Accessories

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## Vendor Details

Company Name: Vermeer Corporation  
Does your company conduct business under any other name? If yes, please state: ?  
Address: 1210 E Vermeer Road  
Pella, Iowa 50219  
Contact: Chad Tousey  
Email: ctousey@vermeer.com  
Phone: 641-629-6903  
Fax: 641-629-6903  
HST#: 42-0663191

## Submission Details

Created On: Friday February 19, 2021 13:29:53  
Submitted On: Wednesday March 17, 2021 13:29:36  
Submitted By: Chad Tousey  
Email: ctousey@vermeer.com  
Transaction #: 6d5985b8-3f2c-4e6b-a826-6870a780d097  
Submitter's IP Address: 75.162.12.76

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Vermeer Manufacturing Company (dba Vermeer Corporation) Tax ID: 42-0663191 Phone: (641) 628-3141 Email: salesinfo@vermeer.com
2	Proposer Address:	1210 Vermeer Road East, Pella, IA 50219 U.S.A.
3	Proposer website address:	www.vermeer.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Chad Tousey Corporate Accounts Manager ctousey@vermeer.com 641-629-6903
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Samantha Van Wyk Corporate Accounts Specialist samanthavanwyk@vermeer.com 641-621-7548

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since its inception in 1948, Vermeer Corporation has grown from a one-person Iowa operation, to an international organization that manufactures agricultural, construction, environmental, and industrial equipment. Vermeer Corporation has been in the industry since it was founded in Pella, Iowa, in 1948. Gary Vermeer once said, "Find a need. Fill that need with a product built to last. And simply build the best!" This is a guiding principle for Vermeer. Stemming from this philosophy, Vermeer provides its customers with equipment through a dedicated independent, authorized dealer network offering sales, support, service, and parts. Vermeer is committed to its vision of "Equipped To Do More"</p> <p>In the early years and shortly thereafter, Vermeer developed many "firsts" including the world's first large round hay baler, tree spade, and stump cutter. Now more than 6 decades later, Vermeer Corporation is still developing new products and is an industry market leader in brush chippers, tub and horizontal grinding equipment, composting equipment, trommel screens, trenchers, directional drills and mini skid steers. As a leading trencher equipment manufacturer, Vermeer trenching equipment has been utilized on road construction and mining projects, within the equipment rental industry, and various other job applications.</p> <p>Vermeer corporate offices and manufacturing facilities are in Pella, Iowa, U.S.A., and have 194 dealerships located worldwide. This includes 127 dealerships covering all the United States and 16 dealerships that cover all of Canada. The Vermeer philosophy strongly reflects the Company's character, which encompasses the solid foundation built from decisions made in the past and planning for the organization's present and future. Vermeer's 4P philosophy, Principles, People, Products and Profit, is at the forefront of Vermeer. These principles steer the hub for Vermeer. Now, Vermeer is recognized within our industry as the company that "sets" the standards for quality and customer support.</p>								
8	What are your company's expectations in the event of an award?	<p>In the event the Sourcwell evaluation team determines that Vermeer is a company that can provide great value to its members and because we believe Sourcwell has its own unique attributes, we would like to continue our efforts in promoting the overall program. This would include continuing our efforts to design, enhance and build quality products that offers the most value over the life cycle of any given product. We plan to enhance our efforts to promote the Sourcwell program, which we feel also provides great value to any existing or potential member. Vermeer would put a strong focus on training; utilizing Sourcwell's assets (web training, promotional literature, and contract administrators) and our assets (internal training links, education of sales representatives on the street, and attending trade shows promoting the Sourcwell Contract). The use of periodicals, mass mailings, newsletters and web presence will also be utilized.</p>								
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See document: Company Information and Financial Strength								
10	What is your US market share for the solutions that you are proposing?	<table border="0"> <tr> <td>Brush Chippers -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Stump Cutters -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Compact Utility Loaders-</td> <td>Greater than 15%</td> </tr> <tr> <td>Trenchers -</td> <td>Greater than 10%</td> </tr> </table>	Brush Chippers -	Greater Than 50%	Stump Cutters -	Greater Than 50%	Compact Utility Loaders-	Greater than 15%	Trenchers -	Greater than 10%
Brush Chippers -	Greater Than 50%									
Stump Cutters -	Greater Than 50%									
Compact Utility Loaders-	Greater than 15%									
Trenchers -	Greater than 10%									
11	What is your Canadian market share for the solutions that you are proposing?	<table border="0"> <tr> <td>Brush Chippers -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Stump Cutters -</td> <td>Greater Than 50%</td> </tr> <tr> <td>Compact Utility Loaders-</td> <td>Greater than 15%</td> </tr> <tr> <td>Trenchers -</td> <td>Greater than 10%</td> </tr> </table>	Brush Chippers -	Greater Than 50%	Stump Cutters -	Greater Than 50%	Compact Utility Loaders-	Greater than 15%	Trenchers -	Greater than 10%
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Stump Cutters -	Greater Than 50%									
Compact Utility Loaders-	Greater than 15%									
Trenchers -	Greater than 10%									
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No								

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Vermeer Corporation is a manufacturer with production facilities in Pella, Iowa, and wholly owned manufacturing subsidiaries in Freeman, SD, Greenville, SC and Okahumpka, FL. Vermeer products are sold, distributed, and supported by an independent, dedicated and authorized dealer network, a true extension of Vermeer's ideals and sales efforts.</p> <p>Vermeer's dealers are dedicated to Vermeer and Vermeer's full Product Line. This contrasts with most dealerships in our industry which represent multiple products from multiple manufacturers. Having "dedicated" dealerships provides greater benefits to the end users and to the members of Sourcewell. Each Dealer has multiple field sales personnel and technicians that specialize in this complicated machinery industry. Each dealer provides complete parts and service capabilities for all Vermeer equipment they sell. Each Dealership maintains an inventory of various units that are ready for delivery allowing for shorter delivery times. This is extremely beneficial when immediate needs arise, such as storm cleanup.</p> <p>The sales and service specialists are trained by Vermeer annually and network with each other, so all operate as one group, providing consistent value to our customers and Sourcewell members.</p> <p>The entire Vermeer dealership network has a limited number of independent principle owners and works directly with Vermeer Corporation. Vermeer Corporation and Vermeer dealers work together with professionalism and shared values.</p>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Vermeer holds a certificate of existence to do business in the state of Iowa, along with a certificate of insurance. See the following document:</p> <p>Company Information and Financial Strength</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>January 1, 2014 – present (March 2021)</p> <p>Best Place to Work in Marion County (2014, 2015, 2016, 2017)</p> <p>Named Best Place to Work (250+ employees) and Best Supporter of Community Projects (250+ employees) in the Best of Red Rock Awards (2018, 2019, 2020)</p> <p>401(k) Plansponsor of the Year Finalist by Plansponsor Magazine (2017)</p> <p>Plansponsor Magazine's Best in Class 401(k) plans</p> <p>Plansponsor of the Year Award from ABG (2019)</p> <p>2nd place in the Special Projects Category of Pension and Investments Eddy Awards (2021)</p> <p>North American Equipment Dealer Association's Dealer Choice Award (2013, 2014, 2015, 2016)</p> <p>Equipment Dealer's Association Dealer Choice Award (2019, 2020)</p> <p>Des Moines Register's Top 100 Workplaces in Iowa (2014, 2015)</p> <p>Business of the Year Award by Habitat for Humanity</p> <p>Private Board of the Year Award for serving the business, team members and community with best practices in structure and performance (2019)</p> <p>Chair Emeritus Bob Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (2016)</p> <p>Founder Gary Vermeer inducted into the Association of Equipment Manufacturers Hall of Fame (1996)</p> <p>Founder Gary Vermeer induction into Power and Communication Contractors Association (PCCA) Hall of Fame (2015)</p> <p>Chair Emeritus Mary Andringa inducted into the Association of Equipment Manufacturers Hall of Fame (2019)</p> <p>Chair Emeritus Mary Andringa was inducted into the Power and Communication Contractors Association (PCCA) Hall of Fame (2019)</p> <p>Chair Emeritus Mary Andringa was Iowa Business Record's Women of Influence honoree (2020)</p> <p>Chair Emeritus Mary Andringa receives the National Association of Women Business Owners Iowa Legacy Award and inducted into NAWBO Hall of Fame</p> <p>Chair Emeritus Mary Andringa commissioned as Honorary Iowa Colonel of the Militia for contribution to community service</p> <p>Third-Generation Shareholder Mindi Vanden Bosch receives the Red Rock Area Top</p>

		<p>10 Young Professionals Award                  Vermeer Corporation awarded 2021 Trade &amp; Industry Magazine's CiCi (Corporate Investment/Corporate Impact) Award in the Community Impact category for work following 2018 tornado                  Habitat for Humanity Service Above Self Award to Kevin Glesener                  2017 Trenchless Technology Person of the Year to Jim Rankin                  STEP Awards to Mary Andringa, Wanti Mughtar, Alicia Kuhlman and Eileen Eick                  Red Rock Area Top 10 Under 40 Awards to Liz Sporrer (2018), Dan Huitink (2019) and Seth Williams (2020)                  National Certified Welding Inspector (CWI) of the Year Award received by Jeff Redding at FABTECH Metal Manufacturing Conference (2019)                  Vermeer security team members along with local first responders were honored with the American Heart Association's HeartSaver Hero Award for saving the life of Product Specialist II Kyle Newendorp (2020)                  Todd Atchison and Seth Howard awarded Patriot Award by the Iowa Employer Support of the Guard and Reserve (ESGR)                  Two Bronze Telly Awards in the Branded Content: Promotional category and one Silver Telly Award in the Non-Broadcast: Corporate Image category (2019)                  Public Relations Society of America (PRSA) Award of Excellence in Crisis Communications category (2019)                  Ames Economic Impact Award by Ames Economic Development Commission                  Vermeer invited to National Governors' Association Showcase                  Association of Equipment Manufacturers Pillar of Industry Award (2015, 2016)                  Vermeer FT100 receives 2015 Contractors' Top 50 New Products from Equipment Today                  STEM Culture of Excellence Award                  Vermeer inducted into International Mining Technology Hall of Fame                  Vermeer MC Series Mower Conditioner receives 2015 FinOvation Award from Farm Industry News                  Vermeer Freeman receives the Meritorious Achievement Award for better-than-industry-average incident rates                  Vermeer MV Solutions – South Carolina received Workplace Safety Award from McGriff Insurance Services for excellent 2019 safety performance                  BC1000XL receives top new products in 2014 by Arbor Age                  Legends of Manufacturing Award from the Iowa Association of Business and Industry                  Association of Equipment Manufacturers Pillar of Industry Award                  Association of Equipment Manufacturers I Make America Legacy Award                  Vermeer ZR5 self-propelled round baler on the top 10 stories list for Agriculture.com                  Named Manufacturing Technology Company of the Year at the Technology Association of Iowa (TAI) Awards (2019)                  Manufacturing Leadership Award winner in Operational Excellence Leadership for our work with digital instructions (DI) and the role it played in quickly recovering after the tornado (2019)                  Awarded the Pella Area Community &amp; Economic Alliance (PACE) Impact award (2019)</p>	
17	What percentage of your sales are to the governmental sector in the past three years	2018: 4.1% of total sales are to the government sector 2019: 4.4% of total sales are to the government sector 2020: 4.3% of total sales are to the government sector	*
18	What percentage of your sales are to the education sector in the past three years	2018: 0.09% of total sales are to education sector 2019: 0.08% of total sales are to education sector 2020: 0.09% of total sales are to education sector	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vermeer Corporation holds contract STS515 with the State of Ohio that includes a select group of equipment. 2018: \$918,473 2019: \$983,552 2020: \$720,263  Vermeer holds contract GSS13673-GRND_MAINT with the State of Delaware. The State of Delaware adopted Vermeer Corporation's Sourcwell contract #062117-VRM 2018: \$121,124 2019: \$0 2020: \$0	*

20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*
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**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Columbia County	Glenn O'Steen	706-868-3305	*
City of Chesapeake	William "Bud" Cartwright	757- 382-6923	*
City of Ventura	Frank Palmer	805-652-4573	*

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City	Government	California - CA	Brush Chippers Trommel Screens, Vacuums and Stump Cutters	\$118,000	\$1,885,000	*
City	Government	Georgia - GA	Brush Chippers	\$180,000	\$600,000	*
City	Government	Iowa - IA	Brush Chippers, Vacuums and Horizontal Grinder	\$246,000	\$1,229,000	*
City	Government	South Dakota - SD	Horizontal Grinder and Transport	\$453,000	\$905,000	*
Sanitation	Government	California - CA	Horizontal Grinders	\$673,000	\$1,344,000	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Factory product specialists and our dealership network consists over 500 sales reps. Vermeer and its dealers can sell and support our products across the globe. This entire group focuses on Vermeer products such as those included in this RFP and overall customer support.	*
24	Dealer network or other distribution methods.	Vermeer has 127 dealership locations in the United States and 16 dealership locations in Canada, each with numerous sales people. With this dealership group, we can sell and support Vermeer's entire product line and our customers throughout all North America and Hawaii. Vermeer has an additional 74 offices and dealerships outside of North America that enables us to sell and support our products throughout the rest of the world. The entire group in North America focuses their efforts on Vermeer products such as those included in this RFP and overall customer support. Between Vermeer Corporation and the Vermeer dealership network we have a sales force of over 450 individuals in the United States.  See Document: Ability to Sell and Deliver Service	*

25	Service force.	Vermeer Corporation has approximately 75 service technicians and product specialists that work directly with customers and with our dealership network. Between this group of individuals and our dealership network of 566 in the United States, and just under 50 in Canada, we can service and support our products across the globe. This entire group focuses their efforts on Vermeer products and related services such as those included in this RFP. Additionally, each of these dealerships has multiple equipped service trucks that allow us to provide support and service for our products and customers in the field or at the customer's facilities.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All Vermeer personnel are trained, in their respective roles, so they can offer the best services and ultimately, the most value to our customers. Customers often tell us our exceptional service and on-going support is one thing that differentiates us in the industries we serve. Vermeer construction equipment parts have stood the test of time on work sites throughout the world. Serious contractors choose Vermeer tooling and accessories for good reason: Using quality Vermeer tooling helps increase production, job completion and efficiencies. From compact utility loader and brush chipper parts to construction equipment parts, Vermeer parts are backed by a proven distribution and service network. Vermeer is committed to building reliable equipment and backing it with an exclusive, worldwide network of knowledgeable service personnel. Vermeer dealer service technicians can participate in Vermeer University training programs — an industry leading, field-proven educational training program</p> <ul style="list-style-type: none"> <li>• Any Sourcewell member or customer can contact any Vermeer dealership for warranty, service or support.</li> <li>• Typically, a service representative is available at the point of contact to discuss a service concern or issue.</li> <li>• Response times to begin service work can vary depending on seasons and daily work load, but often service work itself can be done within hours or shortly thereafter.</li> <li>• Vermeer equipment parts are readily available to meet your service needs. To benefit our customers, each of our dealerships has a wide array of parts in stock around North America and the world.</li> <li>• Vermeer equipment parts and accessories are precision engineered and manufactured to exacting tolerances to provide rugged, longer-lasting service in the field.</li> <li>• Since 1948, our product support service teams have provided a level of experience and expertise that goes far beyond product knowledge, sales training and financing programs.</li> <li>• Vermeer is the only tree-equipment manufacturer that backs its products with an exclusive worldwide dealer organization.</li> <li>• Vermeer service technicians are a group of dedicated experts who believe in lasting relationships and take the time to understand your working conditions and stand ready to provide service, parts or equipment maintenance on your job site, your facilities or at our dealerships.</li> <li>• Vermeer is recognized as having one of the industry's best response time and overall product support.</li> </ul>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vermeer is honored to be a currently-awarded Sourcewell vendor. In the event of an award through this RFP, Vermeer will continue to eagerly place priority on serving, and selling our quality tree maintenance products to, the Sourcewell membership.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vermeer has a very robust dealer presence throughout Canada. Through our dealers, Vermeer is capable and willing to provide products to all Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vermeer is capable of serving all geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	With 127 store locations owned by 18 independent dealers throughout the United States, Vermeer Manufacturing Company's Industrial Distribution Network is well equipped to support all Sourcewell needs. Each store location includes either immediate parts inventory accessibility or the ability to order parts on short lead-times. In addition, the service technicians located at each location can access Vermeer's vast service library to help ensure equipment issues are addressed in an efficient manner.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	With store locations in both Anchorage, Alaska and Waipahu, Hawaii (just outside Honolulu), Vermeer Manufacturing Company is ready to serve the needs of customers working in these locations. Additionally, a store is in San Juan, Puerto Rico and the remainder of the Caribbean US Territories are easily supported via our Vermeer Industrial Dealer in Boynton Beach, Florida. The island of Guam is served via our Industrial Dealer that headquarters in Singapore but regularly does business on the island.	*

Table 7: Marketing Plan



Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Vermeer's priority for marketing this contract will be to enable and empower our dealer sales force, our "feet on the street", through education and awareness. Our dealers will be the primary source to build customers' awareness of this Sourcewell contract and procurement method. We have very intentional training and support efforts in place to continually improve our dealers' understanding, embracement, and success of our Sourcewell contracts.</p> <p>Digital marketing is also a priority for Vermeer. Since 2016, Vermeer has proudly included a section within our website dedicated to describing the benefits of (NJPA) Sourcewell, cooperative purchasing and promoting Vermeer's inclusion in the Sourcewell family of awarded vendors. We reference resources directly from Sourcewell to support this content, including the "The Sourcewell Advantage" video to quickly describe the benefits and to build awareness and comfort for the viewers.</p> <p>In developing the page content for Vermeer.com, we utilized strategic keywords based on common terminology around the cooperative buying process. By including this in our page copy, it will help to capture the audience searching for cooperative buying solutions on equipment buying and drive that search traffic to this page.</p> <p><a href="https://www.vermeer.com/NA/en/N/support/cooperative_buying">https://www.vermeer.com/NA/en/N/support/cooperative_buying</a></p> <p>In addition to the dedicated page currently on Vermeer.com for Sourcewell information, Vermeer will be adding information on each specific product page for applicable models to direct customers back to the Sourcewell page on Vermeer.com. This will increase awareness of not only Sourcewell, but let customers know during their research phase that the model can be purchased through a Sourcewell contract.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>As mentioned above, we have a significant Sourcewell presence on Vermeer.com and will continually monitor our effectiveness in driving traffic to our pages through search engine optimization. We are continually increasing our search engine marketing efforts, and will begin adding more Sourcewell and public sector cooperative purchasing terms into our ad sets moving forward to further increase awareness. In addition, we will also use our primary social channels (Vermeer Tree Care Facebook page with over 46,000 followers TreeViews.com blog) to further drive awareness of our Sourcewell contract.</p> <p>We will continue to share customer's stories highlighting those customers that have utilized Sourcewell contracts to purchase their Vermeer equipment. We are also actively working on better aligning with our sales team to be alerted of products purchased through the Sourcewell contract so we can look for more opportunities to share more stories throughout the year. Within our blogs, we can tag these customer stories with Sourcewell terminology to make it easier to search for and raise awareness; then link to these stories to our informational page on Vermeer.com enhance credibility.</p> <p>As an example, Vermeer featured a customer story on our blog and shared to our Facebook page about the purchase of a horizontal grinder using a formerly NJPA, now Sourcewell contract. This post reached over 12,000 people, received over 130 likes and was shared 17 times. As we continue to hear of customers who take advantage of the Sourcewell opportunity with Vermeer, we will continue to endorse those stories on our social channels and utilize them as testimonials to the value of purchasing Vermeer equipment through Sourcewell.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>We view Sourcewell as the industry leader within the Cooperative Purchasing industry, which is the role we desire Sourcewell to maintain. We look to Sourcewell to continue to build awareness and acceptance among public procurement professionals, and we appreciate the tradeshow presence that Sourcewell has been committed to providing. We also look to Sourcewell to keep the vendor community informed on pending legislation, as well as any legal challenges relating to cooperative purchasing across US and Canada.</p> <p>The information provided on sourcewell-mn.gov is a helpful resource for both members and vendors, and to promote our contract and display current information on a Vermeer landing page.</p> <p>The contract administrator and contract administration specialist roles at Sourcewell are invaluable to the vendor from the Contract Launch and VBM to the report requests and weekly membership updates. We look to the contract administrator for assistance when we need government-to-government conversations, additional training whether it be a GTKU event or a vendor training event, in addition to all the support provided through trade shows and overall passion for Sourcewell. Vermeer will do its part through utilizing these great people resources and building upon existing relationships. We will promote the services that they provide to our dealership network. We will utilize the Sourcewell marketing materials at applicable trade shows.</p> <p>At Vermeer, our Sourcewell contracts are placed as our main go-to-market strategy in the public sector. We have integrated Sourcewell into our company culture, and continue to invest in training and support resources available to and for our dealers. Along with a dedicated internal governmental department, Vermeer recently added GST - Government Solutions Team, LLC to our support resources. GST specializes in providing factory sponsored, focused efforts to increase dealers' confidence and competency related to Sourcewell, and travels out in territories to encourage and mentor sales people and governmental fleet customers about Sourcewell. GST helps our dealers overcome customers' objections to using Sourcewell as a buying method. Our investment in GST is another example of Vermeer's commitment to doing all we can to make our Sourcewell contracts successful.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Vermeer is currently considering the feasibility of implementing an E-procurement and E-marketplace system.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Vermeer provides product training for operation and maintenance on our entire product line. The training is standard and is included with each new product delivered. Local dealers will conduct overview sessions or one-on-one reviews with operators. New product introductions and training programs are performed on a regular basis, for both existing and prospective customers. Offering localized ongoing training and support is another benefit of having long term dedicated dealers and specialists throughout the United States.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Vermeer is considered to be the innovator within the industry creating newer, more efficient products.</p> <p>We are continuously developing environmental and economic features in our products. Each product has its own features and benefits.</p> <p>Life cycle costs and safety are the key drivers used during the engineering and enhancement of all our products.</p> <p>Vermeer has designed many safety features into our products and makes them standard, not optional, features in all our products.</p> <p>The Vermeer website provides extensive product information and can be cross referenced by equipment type, i.e. construction or environmental and by industry (gas, electric, etc). This provides the members with information that is specific to their application and helps make the purchasing decision more efficient.</p> <p>A local Vermeer dealer can be located using the 'Dealer Locator' feature on the website.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Vermeer has developed and implemented an Environmental Management System (EMS) that has been recognized by the U.S. EPA, the IDNR, and the Governor's office as an industry model for environmental excellence.</p> <p>Key elements of our Environmental Management System include:</p> <ul style="list-style-type: none"> <li>• Corporate Vision – Following the "Stewardship Principle" of our "4-P Philosophy" we are committed to being good stewards of our resources by being "Resource Smart." Our desire is more than just being compliant; it's going above and beyond compliance to ensure that our activities and products have a positive impact on the global environment we</li> </ul>

- all share. That's not only in our company efforts but also what our company is developing as a part of our products.
- Energy Reduction – Vermeer has committed to reduce our energy footprint by 25% by 2025 by partnering with the US Department of Energy's Better Plants Program.
    - o A 870kW solar field was installed and in operation in 2016 which will provide approximately 5% of Vermeer's total electrical usage
    - o Lighting technology has been upgraded in several locations to energy efficient LEDs as well as motion sensors and variable lighting depending on the time of day and natural light.
    - o Resource Conservation is achieved in three ways...Reduction...Reuse...and... Recycling. Multiple resource conservation initiatives have been implemented both internally and externally to positively impact each of these conservation mechanisms.
    - o In 2020, 76% of our waste was recycled.
    - o About 3000 pounds of organic waste is composted every month.
    - o Since a 2006 baseline year, Vermeer has reduced water usage by 40 percent.
  - Pollution Prevention – Vermeer has implemented multiple layers of pollution prevention mechanisms across our campus to minimize risk of environmental pollution from our operations. Recent additions include:
    - o Our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
    - o All shot blasting of parts and machines is done in an enclosed area and controlled with pollution control equipment.
  - Vermeer utilizes LEAN manufacturing principles and promotes Kaizen training and events to reduce waste and build efficiencies in the manufacturing process.
  - Community Outreach – is the very essence of what environmental stewardship is about. Examples of Vermeer's Community outreach efforts include:
    - o Annual waste collection days during Earth Day for the local community
    - o Environmental education grants
    - o Environmental Educational Tours and Programs (Teachers / Students / Community)
    - o Support volunteerism for disaster clean-up and recovery efforts
    - o Environmental Internships
    - o Partnerships with colleges for technical educational programs that benefit the environment
  - Product Innovation – Vermeer is driven to support our customers, local communities, and global nations, with exciting new products that enable them to be successful in the current and newly emerging recycling and resource conservation markets such as:
    - o Bio-waste conversion to energy and ethanol
    - o Geothermal applications
    - o Wind energy
    - o Water quality
    - o Waste processing and composting
  - Vermeer products are currently being used to install and maintain emerging alternative energy sources which reduce our reliance on fossil fuel power. The Vermeer line of organic recycling equipment – including brush chippers, whole tree chippers, horizontal and tub grinders, and compost turners – process organic waste quickly and efficiently, so that it can be turned into useful end product, and our utility installation products help bring energy sources to the grid.
    - o Brush chippers, whole tree chippers and horizontal and tub grinders are being used to process wood waste into biomass for power generation facilities.
    - o From soil amendment to erosion control, compost is utilized in a variety of applications and plays an important role in today's world. Vermeer compost turners introduce oxygen into the compost pile, helping speed the decomposition process.
    - o Horizontal directional drills are being used to help install loops for residential geothermal heat pump systems, while trenchers and directional drills are helping to bring wind energy from the farm to the grid. For the installation of commercial solar fields, Vermeer offers a solution in the PD10 pile driver for fast, easy installation of solar panels.
  - Innovations in Vermeer products help reduce environmental impact, with features such as Ecolde™ engine control system on select brush chippers that monitors engine inactivity to help reduce fuel consumption and noise.
  - Vermeer is puts environmental stewardship into the design and manufacturing of its products. Some recycled steel is being used in our products, and we're exploring ways to integrate more recycled plastics and rubber components. We've also made a conscious effort to begin incorporating engine hoods and shields made from recycled ABS plastic into some of our product designs. In addition, our manufacturing and assembly factories have been upgraded with state-of-the-art steel cutting laser equipment and emission filtration devices which have resulted in a 42 percent decrease in particulate air emissions.
  - Future Goals – Our continued efforts to minimize waste and conserve natural resources

		<p>will ensure our operations remain environmentally sustainable. The focus will be:</p> <ul style="list-style-type: none"> <li>o Continue to focus on energy improvements to meet or exceed our 25% goal for reduction in electrical usage</li> <li>o Complete a water usage analysis and set new goals for reductions and reuse</li> <li>o Develop a longer-term sustainability process by reviewing and selecting a sustainability partner or tool to help plan and drive our next steps.</li> </ul>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not Applicable
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Vermeer has a small business partner who is certified HUBZone, certified Service-Disabled Veteran Owned Small Business (SDVOSB). With this program, agencies can purchase equipment for their underground/specialty excavation needs within the small business set-aside parameters. This program will incorporate a third party and any fees associated with that third party.</p> <p>Mary Andringa, daughter of Vermeer's founder Gary Vermeer has been involved in the business since 1982. Mary has served in many leadership roles including CEO and currently Chair of the Board. Mary has been a passionate ambassador for manufacturing, continuous improvement and global trade. One of 18 private sector members of President Obama's Export Council, representing manufacturing on important trade matters. Served two-year term as chair of the National Association of Manufacturers (NAM), the nation's largest manufacturing association, leading efforts to promote a stronger manufacturing industry. Past member of the Export-Import Bank Advisory Committee. Inducted into Industry Week's Manufacturing Hall of Fame.</p>

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p><b>Brush Chippers</b></p> <p>Bottom feed stop bar is strategically located to make it possible for the operator's leg to strike the bar and shut off the feed mechanism either intentionally or automatically in an emergency situation.</p> <p>SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing</p> <p>Ecoldle™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity.</p> <p>Direct electronic pressure regulator that allows for greater control of fuel delivery, fuel economy and optimum combustion.</p> <p><b>Stump Cutters</b></p> <p>Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life.</p> <p>Control handle for the boom swing and boom raise/lower is equipped with operator presence capacitance-sensing handle. This system is intended to help protect the operator.</p> <p>Exclusive SmartSweep™ control system monitors engine load and provides continuous feedback, resulting in a smooth and consistent cutter wheel sweep rate</p> <p><b>Compact Utility Loaders</b></p> <p>Universal mounting plate for quick hookup</p> <p>Industry-leading safety features help protect the operator</p> <p>Strategic alliances with key attachments manufacturers</p> <p>3-year/3000-hour limited warranty on the loader arms.</p> <p><b>Compact Articulated Loaders</b></p> <p>Features a telescopic boom allowing customers great reach on the jobsite.</p> <p>Multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.</p> <p>Multifunction joystick utilizes electric-over-hydraulic toggles for ease of access to machine functions like the telescopic boom, auxiliary hydraulic controls and the DBS</p>
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**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	All materials and labor are covered as described in manufacturer Warranty Statements.  See document: Warranty
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard Warranty is subject to one full year or 1,000 hours, whichever comes first as described in Manufacturer Warranty Statements. Extended warranties for parts and/or labor are available for a variety of terms and hours.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	The Standard warranty repair or replacement must be made at the dealer location as described in manufacturer Warranty Statements. Extended warranties and preventative maintenance programs are available that would include some travel time.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have the facilities and technicians available to perform warranty throughout the entire United States and Canada. Sourcewell entities will be provided service/warranty repair in our dealer's shops or on the job site when applicable.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranties will be passed on to the original equipment manufacturer.
47	What are your proposed exchange and return programs and policies?	Vermeer routinely accepts trade-ins for new equipment. The value for a specific piece can be discussed with a member and their local Vermeer representative. With the warranty we provide combined with a member's ability to try and/or see a piece of equipment operate in their local area, the need for simply returning or exchanging a product is not generally applicable to the type of equipment we deliver.
48	Describe any service contract options for the items included in your proposal.	Service contracts are available for purchase. It is marketed as Confidence Plus® with standard, base, and premium coverage options.  See document: Warranty

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment Terms are Net 30.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	A variety of leasing programs are available. This includes standard leases as well as leases with different purchase options at the end of the term. Purchase Options using predetermined or fair market values can be used to tailor monthly payments to a member's budget. Rates and terms can vary and be tailored to the members needs and based on their application.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Because Vermeer relies on its network of authorized independent dealers to work closely with Sourcewell members to execute the terms of this Agreement, Vermeer wishes to clarify that it may assign to those dealers certain of Vermeer's obligations under this Agreement and/or engage those dealers as subcontractors to fulfill the same.</p> <p>Vermeer acknowledges and agrees that it will remain fully responsible for the performance of its authorized dealers with respect to all obligations assigned or subcontracted hereunder."</p> <p>Vermeer Corporation will utilize a Business-to-Government order process and funds flow.</p> <p>The Process Flow for Sourcewell orders will be structured to minimize the impact for both the sales team and our customers as indicated below:</p> <p>Customer contacts the local dealer or factory for Sourcewell for a contract purchase</p> <p>Determine if local agency is Sourcewell member If member – proceed</p> <p>If not a current member – assist agency with online membership application</p> <p>Dealer determines product specifications and supplies quote</p> <p>Pricing – percentage discount from catalog pricing</p> <p>Develop quote with: Machine pricing Freight – based on zoned freight matrix Quote presented to local agency Accepted – proceed to order process Denied – Dealer does not proceed, seeks possible assistance; Vermeer Corporate &amp; Sourcewell Dealer will use machine from current inventory or places an order and delivers when available</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	If the P-card is associated with one of the major charge card issuers, then the P-card can be used for parts and service at multiple dealerships.

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Vermeer is offering percentage discounts from our stated list prices. For the equipment in the Tree Maintenance Equipment RFP, the discounts are up to 14%. This includes 14% discount on Brush Chippers, Stump Cutters and Mini-Skid Steers. Compact Articulated Loaders have a 2% discount. There is a pricing template for each model that incorporates the appropriate and stated discount for each unit and options for each model. The pricing templates utilize model numbers and sales codes rather than SKU numbers.</p> <p>Each pricing template includes a line item for freight. A Freight Matrix is included with our pricing files. The Freight Matrix is broken out by Zone and Machine for each Vermeer product. The Freight Matrix shows the maximum amount that can be charged to a Sourcewell member. In most cases the location allows the freight to be much lower than is listed on the matrix. In order to determine total price, the Vermeer dealer will utilize the discounted list price on the pricing template and the freight matrix. By supplying both product price and freight as part of the "contract price", the member will be able to have full assurance of contracted pricing eliminating all the potential "gray area" for the Purchasing Officer</p> <p>This is the same system that has been used, and refined, for the past ten years. To date, feedback from our contract administrator, the use of these templates works well for Sourcewell and their members. We will continue to work with Sourcewell to refine this method if needed.</p> <p>See document: Pricing and Delivery</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>For equipment related to this RFP, discount is up to 14%. It is important to note that Vermeer utilizes one pricing system which is not inflated. Vermeer does not have a separate list price which includes higher prices for government entities or for discounting purposes. We have used the same process for establishing list prices for many decades.</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Our dealership network have the authority to consider volume discounts, member loyalty and may offer additional discounts at their discretion. Please contact the appropriate Vermeer Dealer or the Vermeer Corporate Accounts Department to discuss.</p>
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced goods will be provided through the Vermeer dealership with the following pricing maximums:  Cost Plus up to 18% trailers  Cost Plus up to 35% all other items</p>
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Equipment Parts-Vermeer Corporation at 1210 Vermeer Road East in Pella, Iowa is the sole source manufacturer of Vermeer Genuine Parts. The Vermeer dealership network is the sole source distributor for genuine Vermeer parts that are recommended for use on all equipment. The pricing should not exceed the suggested list price. There are some specific local and state taxes that might be included in the acquisition price from the dealer. A few examples are the following:</p> <p>RDO Pacific in Oregon has a state privilege tax of 0.5% on all towable equipment</p> <p>RDO Vermeer Pacific in California, which is part of the Vermeer dealership network includes the following additional charges:</p> <p>CARB registration fee for any unit with a 50 hp engine and over. CARB is California Air Resources Board. This is government mandated. The dealership begins the registration process as soon as they can because the machine must sit until the registration process is complete or there is risk of being issued a citation.</p> <p>Tire tax of \$1.75 per tire. This is required for anything with tires.</p> <p>Registration fee for units that must be licensed and plated. This is done as a courtesy to the customer. If a customer prefers to take responsibility for this on their own, then the dealer does not charge a registration fee.</p>

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have provided a freight matrix which includes any applicable freight costs. We included a maximum freight rate to provide the Sourcewell member with a check point and a not to exceed amount. The total price for each piece of equipment is determined by using the discounted model price in conjunction with the zone-based freight matrix. Delivery is included in this total price for each unit	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have Vermeer dealerships covering Alaska, Hawaii, Canada, as well as throughout the globe. The Vermeer dealer works with Vermeer Corporation's logistics team to ship the product from the manufacturing plant to their location. The dealer then preps and delivers the equipment to the customer.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Due to the nature of our product and business model, Vermeer is set up to distribute and deliver through the Vermeer dealership network. The service, longevity, and expertise of this dealership network along with the relationship with Vermeer Corporation is what makes it a unique distribution channel. Having a zoned freight matrix is something Vermeer does specific for Sourcewell.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Each dealer receives funding from Vermeer Corporation for products sold and delivered to Sourcewell members. To receive this funding the dealer must submit paperwork to the Vermeer Corporate Accounts Department, stating the Sourcewell program was utilized and who the purchasing member is. This paperwork along with submitted equipment registration is used as an accounting tool and in our audit process. Vermeer Corporation supplies marketing materials and schedules training sessions, allowing Vermeer to educate the Vermeer Dealers in the proper use and promotion of the Sourcewell program
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vermeer Corporation is proposing a 0.75% administrative fee to be paid to Sourcewell when reporting monthly equipment sales. Vermeer Corporation assumes this fee and will not ask dealers or members to pay any additional costs.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Brush Chippers</p> <p>Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters.</p> <p>The SmartFeed feed-sensing control enhances productivity by optimizing efficient hardwood processing. The Ecolde™ engine control system is adjustable, saves fuel and reduces noise by automatically reducing engine speed after one or five minutes of inactivity.</p> <p>Each is engineered with exclusive features that promote easy operation, high efficiency and operator safety. They are also easy to maintain and transport, making them a great value for municipalities, parks, recreation areas and other government</p>

entities who need to get rid of slash and other wood waste.

Proposed Brush Chipper Models:

AX19  
 BC700XL  
 BC900XL  
 BC1000XL-49hp  
 BC1000XL-74hp  
 BC1000XL-89hp  
 BC1200XL  
 BC1500  
 BC1800XL  
 BC2100XL

Stump Cutters

Since Vermeer invented the stump grinder in the 1950s, stump removal is no longer the back-breaking, time-consuming chore it used to be. With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.

With the Vermeer exclusive AutoSweep® system, tree stumps are simply swept away, one pass after another. The proprietary Vermeer cutter systems are both designed to provide faster, easier serviceability, as well as extended tooth life. Plus, specific stump grinder models have tracks and provide low ground bearing pressure, which helps reduce the possibility of turf damage.

Proposed Stump Cutter Models:

SC30tx  
 SC70tx  
 SC292  
 SC362  
 SC382  
 SC552  
 SC802  
 SC852

Compact Utility Loaders

Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight. With a wide variety of attachments available – and a universal mounting plate for quick hookup – these mini skid steers are ready to tackle your jobsite tasks.

The Vermeer mini skid steer lineup has an operating capacity range from 500 lb - 1600 lb (226.8 kg - 725.7 kg), and several industry-leading safety features help protect the operator. These highly productive mini skid steers maneuver easily around tough worksites and reduce workloads in the process.

Proposed Compact Utility Loader Models:

CTX50  
 CTX100  
 CTX160  
 S450tx  
 S925tx  
 MSSA-Compact Utility Loader Attachments

Compact Articulated Loaders

The Vermeer compact articulated loaders (ATX) are designed to meet the need for a highly maneuverable, versatile machine while having an added benefit of low turf disturbance. These ATX machines also feature a telescopic boom allowing customers great reach on the jobsite. With the multi-tool attachment plate, the compact articulated loaders are able to complete diverse jobs such as snow removal, tree care work, landscaping projects and other various applications.

Proposed Compact Articulated Loader Models:

ATX530  
 ATX720  
 ATX850  
 Compact Articulated Loader Attachments

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are no subcategories under Brush Chippers, Stump Cutters, Compact Utility Loaders and Compact Articulated Loaders.	*
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Purpose-built tree cutting, trimming and removal equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Designed with professional landscapers and tree care contractors in mind, Vermeer mini skid steers (or compact utility loaders) fit into small spaces and are lightweight.	*
67	Stump cutters and grinders	<input checked="" type="radio"/> Yes <input type="radio"/> No	With a combination of power, ranging from 25-74 hp (18.6-55.2 kW), agility and toughness, Vermeer stump cutters are ready to take on almost any tree stump.	*
68	Purpose-built portable tree and brush incineration equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vermeer does not supply incineration equipment, but brush chippers turn logs and limbs into wood chips	*
69	Brush and limb chippers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Built to withstand the daily grind, Vermeer brush chippers are engineered with exclusive features that promote easy operation, high efficiency and operator safety. These brush chippers are for arborists, contractors and tree care crews looking to capitalize the process of clearing wood debris and logs or limbs with small to medium diameters.	
70	Arborist equipment, apparel and supplies	<input type="radio"/> Yes <input checked="" type="radio"/> No	The contract does not include arborist equipment, apparel and supplies, but these can be acquired through our dealership locations	*
71	Vehicle and equipment attachments designed for tree maintenance	<input checked="" type="radio"/> Yes <input type="radio"/> No	With a wide variety of attachments available – and a universal mounting plate for quick hookup – Vermeer mini skid steers are ready to tackle your jobsite tasks.	
72	Tree Maintenance Equipment supplies and accessories	<input checked="" type="radio"/> Yes <input type="radio"/> No	A wide variety of mini skid steer attachments are available along with sourced goods that are compatible with these machines	
73	Tree maintenance equipment related services	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vermeer offers the tree maintenance equipment, but not related services to complete the work. Vermeer does know of contractors that can provide equipment related services when needed.	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
74	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Vermeer has a ten-year history of sales through NJPA and Sourcewell contracts. Each year, we like to see incremental growth with overall sales and sales per dealership location. As we assess the needs and training opportunities with each dealership, we focus our efforts not only on the high-volume locations, but also other dealerships that may have less volume, but opportunity for growth with Sourcewell purchases. We try to share best practices among the dealerships to drive success for all sales reps.
75	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	All products in our proposal can be maintained/repaired at our local dealership service centers or on the job site when applicable. Our dealership service centers stock a large range of inventory parts along with our factory part center that is able to ship parts overnight when needed.
76	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	<p>The top three differentiators for Vermeer are Cost of Ownership, Safety &amp; Green Initiatives, and the Dealership Network.</p> <p>Cost of Ownership is determined by initial and long term quality and strength of a product, actual cost to operate and maintain a piece of equipment and the related safety built into a piece of equipment. We design our products with Gary Vermeer's original motto which is to "Find a need. Fill that need with a product built to last, and simply build the best!" Building the best includes overall reliability and cost of operation. Building equipment with the lowest life cycle costs is different, and ultimately not as economical, from building the cheapest initially. Our engineers design equipment to be the most reliable, cost efficient and safest equipment a member can own. In the industries we serve, Vermeer is known for providing this strong reliable equipment. We are also known for providing industry leading support over the life of a piece of equipment. This is done through our unusual dedicated dealership network. Building Safety into all our products, not only provides more safety for the individuals working with our equipment, it again plays a key role in the overall cost of ownership.</p> <p>Safety &amp; Green plays a large role in our company. Green is used not only to reduce waste and build efficiencies in our manufacturing process; it also is designed into our equipment as much as possible. Examples include Eco-idle on our brush chipper products, remote controls to efficiently run our grinders and other products, cooling features (hydraulic and engine systems) used in a variety of products and the products themselves can all be used to reduce waste and build efficiencies. The safety enhancements of Vermeer Products have "set the standards" within our industry.</p> <p>Our dedicated dealership network is very unusual in the industries we serve. Most dealers in our industry represent many different products and manufacturers and can change often. Vermeer dealers are dedicated to Vermeer products. This dedicated service and support provides our customers and Sourcewell members with personnel and technicians that are well trained and focused on supporting them and work daily in their respective areas. This allows them to be close to actual Sourcewell Members and fully understand the conditions they are working on daily. Having a nationwide distribution network; facilitating local spending by the agencies, in lieu of sending purchases out of the state, help make Vermeer/Sourcewell a positive solution.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## Proposer's Affidavit

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Chad Tousey, Corporate Accounts Manager, Vermeer Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Tree_Maintenance_Equipment_RFP_031721</b> Tue March 9 2021 09:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Tree_Maintenance_Equipment_RFP_031721</b> Mon February 22 2021 02:14 PM	<input checked="" type="checkbox"/>	1





# Investment Proposal (Quote)

RDO Equipment Co.  
 24353 Clawiter Rd.  
 Hayward (VM) CA, 94545  
 Phone: (510) 460-3900 - Fax: (510) 723-0271



**Proposal for:**  
 CITY OF MENLO PARK  
 701 Laurel ST  
 MENLO PARK, CA, 94025  
 SAN MATEO

**Investment Proposal Date:** 9/27/2022  
**Pricing Valid Until:** 10/4/2022  
**Deal Number:** 1579711  
**Customer Account#:** 6780003  
**Account Manager:** Taylor Kyse  
**Phone:** (510) 460-3900  
**Fax:**  
**Email:** tkyse@rdoequipment.com

## Comments

Due to volatility in the supply chain and delayed lead times, equipment will be capped at a price increase of 4% per quarter between the PO being placed and delivery. Price increases are currently determined on a quarterly basis on January 1st, April 1st, July 1st, and October 1st. Members should consult with local dealer on the estimated delivery.

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 VERMEER SC802	\$68,129.34
			Freight in	\$3,178.50
			Prep / Reconditioning	\$585.00
			Other Estimated Price Increase for May 2023 (+ 12%)	\$8,175.52
			Other Sourcwell Member ID#112380 Contract #031721-VRM	
<b>Equipment Subtotal:</b>				<b>\$80,068.36</b>

## Purchase Order Totals

<b>Balance:</b>	\$80,068.36
<b>CA STATE TAX:</b>	\$4,804.10
<b>CA COUNTY TAX:</b>	\$200.17
<b>CA SPECIAL TAX:</b>	\$2,502.14
<b>Sales Tax Total:</b>	\$7,506.41
<b>PrePaid Tax License:</b>	\$1,320.00
<b>CA Tire Fee:</b>	\$3.50
<b>Sub Total:</b>	\$88,898.27
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$88,898.27</b>

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 VERMEER SC802	SC802799 SC802 LED LIGHTS SC802015 SC802 74HP DEUTZ DSL. TIER 4F W/MANUAL CONTROLS SC802041 SC802 VERMEER CUTTING SYSTEM (VCS)



# Investment Proposal (Quote)

RDO Equipment Co.  
 24353 Clawiter Rd.  
 Hayward (VM) CA, 94545  
 Phone: (510) 460-3900 - Fax: (510) 723-0271



**Proposal for:**  
 CITY OF MENLO PARK  
 701 Laurel ST  
 MENLO PARK, CA, 94025  
 SAN MATEO

**Investment Proposal Date:** 9/27/2022  
**Pricing Valid Until:** 10/4/2022  
**Deal Number:** 1527433  
**Customer Account#:** 6780003  
**Account Manager:** Taylor Kyse  
**Phone:** (510) 460-3900  
**Fax:**  
**Email:** tkyse@rdoequipment.com

## Comments

Due to volatility in the supply chain and delayed lead times, equipment will be capped at a price increase of 4% per quarter between the PO being placed and delivery. Price increases are currently determined on a quarterly basis on January 1st, April 1st, July 1st, and October 1st. Members should consult with local dealer on the estimated delivery.

## Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 VERMEER BC1500	\$83,670.29
			Freight in	\$2,834.00
			Prep / Reconditioning	\$525.00
			Other Sourcewell Member ID#112380 Contract #031721-VRM	
			Other Estimated Price Increase for May 2023 (+ 12%)	\$10,040.44
			<b>Equipment Subtotal:</b>	<b>\$97,069.73</b>

## Purchase Order Totals

<b>Balance:</b>	\$97,069.73
<b>CA STATE TAX:</b>	\$5,824.18
<b>CA COUNTY TAX:</b>	\$242.68
<b>CA SPECIAL TAX:</b>	\$3,033.43
<b>Sales Tax Total:</b>	\$9,100.29
<b>PrePaid Tax License:</b>	\$1,320.00
<b>CA Tire Fee:</b>	\$3.50
<b>Sub Total:</b>	\$107,493.52
<b>Cash with Order:</b>	\$0.00
<b>Balance Due:</b>	<b>\$107,493.52</b>

## Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 VERMEER BC1500	BC1500011 BC1500 130HP CUMMINS DIESEL - TIER 4 FINAL BC1500029 BC1500 WINCH RIGHT SIDE CONTROLS T4F BC1500040 -BC1500 DOMESTIC 6-WAY ROUND TRAILER PLUG BC1500092 -BC1500 DOMESTIC OPTION 130HP TIER 4 FINAL BC1500096 BC1500 ELECTRIC BRAKE 9.2K BC1500016 -MANUAL CHUTE ROTATION RIGHT SIDE BC1500052 BC1500 RT SIDE CONTROLS - (130HP) T4F/STAGE IV BC1500077 BC1500 STANDARD TIRES - 235/75R17.5H/J

**Form C**

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



Company Name: Volvo Construction Equipment North America, LLC

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

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: Cole Rubin

Date: 3/11/2019

**Sourcewell's clarification on exceptions listed above:**

No exceptions noted.





**FORM D**

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

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES**

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

Volvo Construction Equipment North America,  
Company Name: LLC Date: 3/11/2019

Company Address: 312 Volvo Way

City: Shippensburg State: PA Zip: 17257

CAGE Code/DUNS: 1X0J7 / 109016329

Contact Person: Kathy Tedone Title: Government Buying Contract Specialist

Authorized Signature: Cole Renken, Director of Government Sales & Key Account Operations  
(Name printed or typed)

A handwritten signature in blue ink that reads "Cole Renken".

**FORM E**

**CONTRACT ACCEPTANCE AND AWARD**



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

Sourcewell Contract #: 032119-VCE

Proposer's full legal name: Volvo Construction Equipment North America, LLC

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

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:

*Jeremy Schwartz*

CDFD2A138008489...  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:

*Chad Coauette*

7E4288F817A84CC...  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette  
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-VCE

**Vendor Authorized Signatures:**

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

Vendor Name Volvo Construction Equipment North America LLC

Authorized Signatory's Title VP Finance

*[Signature]*

VENDOR AUTHORIZED SIGNATURE

Krister Persson

(NAME PRINTED OR TYPED)

Executed on May 16, 2019

Sourcewell Contract # 032119-VCE





**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

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

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

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

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

Company Name: Volvo Construction Equipment North America, LLC

Address: 312 Volvo Way

City/State/Zip: Shippensburg, PA 17257

Telephone Number: 1 828 551 5860

E-mail Address: cole.renken@volvo.com

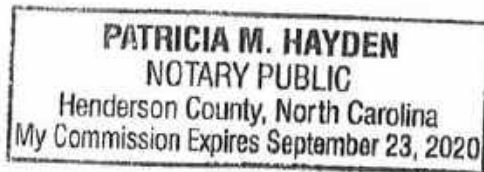
Authorized Signature: *Cole Renken*

Authorized Name (printed): Cole Renken

Title: Director, Government Sales & Key Account Operations

Date: 3/13/19

Notarized



Subscribed and sworn to before me this 13 day of March, 20 19

Notary Public in and for the County of Henderson State of NC

My commission expires: September 23, 2020

Signature: *Patricia M. Hayden*





**Form P**

**PROPOSER QUESTIONNAIRE**

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

**Proposer Name:** Volvo Construction Equipment North America, LLC

**Questionnaire completed by:** Kathy Tedone, Government Buying Contract Specialist

**Payment Terms and Financing Options**

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

Payment terms are Net 30 unless extended by our individual dealers.

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

VCE, through its dealership network, offers its governmental and education customers the ability to lease or rent its products.

VCE and its dealership network are partnered with National Cooperative Leasing, a company which holds its own awarded Sourcewell contract and Baystone Government Finance, a division of KS State Bank.

National Cooperative Leasing (NCL) has specialized in government leasing and financing for over 20 years and has many programs available and customize every solution to meet the needs of government agencies.

KS State Bank is a full-service community bank located in Manhattan, KS. Since 1987, they have originated and successfully funded millions of dollars in municipal obligations throughout the United States.

VCE is working collaboratively with NCL to incorporate a financing and leasing section to its existing Government Buying Contract Sales Training as described in Form A.

Additionally, VCE provides its municipal customers, through its dealership network, the ability to rent to own our equipment to assist in meeting budget constraints they may have.

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

VCENA's entire dealer network is included in this proposal, please see copy of **Dealer Directories under Form P**, for verification purposes.

- Dealer creates quote to customer using standardized Sourcewell Quote Form/Tool created by VCE Contract Specialist– See Addendum under Form P
- Dealer forwards to Government Buying VCE Contract Specialist for review to ensure contract pricing/discounts and to logging and record
- Dealer provides customer with contract quote
- Customer issues purchase order to dealer
- Dealer submits copy of customer purchase order to VCE Government Buying Contract Specialist who keeps on file (for internal auditing purposes).
- Dealer also maintains copies of customer quote and purchase order
- Dealer places order with VCE
- Dealer delivers machine to customer
- Dealer invoices customer (forwards copy to VCE Government Buying Contract Specialist)
- Government Buying Contract Specialist submits quarterly report, along with check for administrative fees, on a quarterly basis on behalf of all dealers for units that delivered in that quarter.
- Government Buying Contract Specialist audits dealers on a monthly basis to follow up on pending quotes, orders and machine delivery to ensure all contract sales are reported. Additionally, VCE has an internal Open Orders report that is cross-referenced monthly.

	NJPA 2015 Fees Paid	NJPA 2016 Fees Paid	NJPA 2017 Fees Paid	NJPA/Sourcewell 2018 Fees Paid
Q1		\$ 19,478.36	\$ 55,585.46	\$ 55,004.75
Q2		\$ 40,400.85	\$ 65,959.08	\$ 30,599.60
Q3	\$ 13,487.24	\$ 32,289.18	\$ 55,124.23	\$ 96,441.16
Q4	\$ 22,389.48	\$ 48,332.03	\$ 81,308.00	\$ 91,123.98
	\$ 35,876.72	\$ 140,500.41	\$ 257,976.77	\$ 273,169.49

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

No

## Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- **Do your warranties cover all products, parts, and labor?**

VCE's standard government warranty covers all products. The standard warranty shall include labor costs to accomplish the repair or replacement of the defective part provided that the repair or replacement was performed by an authorized VCE Dealer.

- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**

No restrictions other than those specified in the Warranty for Governmental/Municipalities as stated below and in the attached Warranty for Governmental/Municipalities.

- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**

Travel time and mileage are not included in the standard government warranty. Customers have an option to include travel time and mileage in their extended coverage policies.

- **Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?**

All areas of the United States and Canada, including Hawaii and Alaska, can be provided certified technicians to perform warranty repairs through servicing dealers.

- **Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?**

VCE does not cover other manufacturer items.

- **What are your proposed exchange and return programs and policies?**

Through the standard warranty program, VCE may request some parts and major components to be returned for further inspection on failure analysis. Major components are returned as part of the remanufactured program that VCE offers dealers. Remanufactured parts offer customers options vs new for large, high dollar value components like transmissions, axles and engines.

Please see attached addendum, **VCE Governmental Warranty Certificate under Form P** for all Volvo Construction Equipment (VCE) Products. Claims are filed electronically through servicing dealers on behalf of customers.



VCE has an Inspection Program required with machine delivery. The "Inspection Program Delivery Instructions" is to be used for checking the machine with the customer/owner and for presenting the machine to the customer/owner at time of delivery. A Report Checklist of machine operation, safety and maintenance must be completed at time of customer delivery and the signed Delivery Instructions must be submitted as a pre-condition for a valid machine warranty. A copy of a Delivery Inspection Form can be provided upon request for every model. The warranty period commences immediately following the delivery of said product to customer/owner.

Subject to the exceptions and limitations set forth below, Volvo CE or Dealer will repair or replace any part of a new Machine or new Part which proves to be defective in material or workmanship during the following periods (the "Warranty Period"):

**Volvo Wheel Loaders**

- 12 months/2500 hours

**Volvo Articulated Haulers**

- 12 months/2500 hours

**Volvo Hydraulic Excavators**

- 12 months/2500 hours

**Volvo Pavers (ABG)**

- 12 months/2500 hours

**Volvo Compact Hydraulic Excavators (less than 11 metric tons)**

- 12 months/unlimited hours

**Volvo Compact Wheel Loaders (up to 100 net hp.)**

- 12 months/unlimited hours

**Volvo Skid Steer Loaders**

- 12 months/unlimited hours
- Lifetime arm (original owner only)

**Volvo Compactors**

- 24 month unlimited hours

**Volvo Pavers (Blaw-Knox)**

- 24 month unlimited hours

**Volvo Attachments**

- 12 months

**Volvo Parts**

- 6 months/1500 hours from original purchase date or install date if a VCE dealer completed the install.

**Volvo Remanufactured Components**

- 12 months/2500 hours from purchase date or install date if a VCE dealer completed the install.

Extended warranty policies are available to meet our customers need through our Extended Service Protection Plan (ESPP). These extended coverage's are specifically designed to meet individual customers' needs. Extended policies are optional for all machines.

VCE ESPP covers parts and labor at various coverage levels up to 84 months.

VCE ESPP also offers optional coverage for travel, time and mileage at an additional cost.

VCE ESPP covered repairs must be performed by an authorized Volvo dealer in the US or Canada.

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

VCE offers 2 - 4 levels of Customer Support Agreements (CSAs) to include tools and service designed to meet our customers' specific needs. With each agreement customer has access to a factory trained Volvo technician that is trained on and knows that specific machine. Customers will come to trust this person with the maintenance of their investment and how to make the best use of their VCE for the maximum efficiency. Please refer to **Customer Support Agreement Brochure addendum under Form P** or visit: <https://www.volvoce.com/united-states/en-us/services/agreements/>

Customer Support Agreements increase efficiency and maximize uptime and includes:

- Maintenance according to Volvo Service Program
- Service performed by a trained Volvo Service Technician
- Genuine Volvo Parts
- Volvo lubricants and Volvo coolants
- Service history documentation
- Fixed price of preventive maintenance and flexible payment solutions
- Analysis tools and services like CareTrack, Oil Analysis and MATRIS can be included. These services monitor the status of the machine, providing early indications, which can help maximize the uptime potential of the machine.

With an extended warranty agreement and a customer support agreement, a customer is protected against most unexpected costs allowing for improved budget and financial planning.

**Pricing, Delivery, Audits, and Administrative Fee**

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

Volvo Construction Equipment is a major international company that engineers, manufactures, markets and sells equipment for construction, road and related industries and offers a comprehensive range of wheel loaders, hydraulic and wheeled excavators, articulated haulers, soil and asphalt compactors, pavers, skid steer and compact track loaders and specialty built products for the demolition, waste and recycling industry segments.

VCE does not just sell machines, we also offer a wide range of aftermarket products and services that enhance the customer's experience and satisfaction, called Customer Solutions. Customer Solutions is a key contributor to VCE's Business. Customer Solutions is the part of the organization that creates products to engage customers throughout the entire machine lifecycle. Together, our products and services enhance the customers' experience and satisfaction. VCE's products and services are expanded upon within this RFP response.



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

VCE uses the same pricing matrix and has in place a standard government discount program for all of our government contracts. In determining our Sourcewell discount Off List price, VCE begins with its standard government discount and incorporates any contract costs (1.5% fee) and applies a dealer margin capped at 8%.

Please see attached PDF [Sourcewell VCE Price Catalogue under Pricing folder](#), bookmarked by Product Category and Model. The discount Off List price matrix is referenced on the second page. VCE's price pages begin with base list price for each model followed by all standard and additional options at list price. Sourcewell contract discount Off List is applied to the fully speced machine and is applied to everything line itemed within the VCE price catalogue.

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

The discount Off List for VCE ranges from 35.4% - 42.9% Off List depending on VCE product category and model, with the exception of SDLG wheel loaders at 11.7% Off List and the LC450H at 24.9% Off List.

The LC450H Landfill Compactor was introduced to the North America market in late 2018 to meet demand in the waste and recycling segment. The discount Off List will change in 2019.

See Sourcewell product/discount Off List matrix, second page of [VCE Price Catalogue under Pricing folder](#).

10) The pricing offered in this proposal is

\_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

\_\_\_\_\_ d. other than what the Proposer typically offers (please describe).

VCE offers its best pricing and discounts to its governmental and municipal customers via our national cooperative purchasing contracts (Sourcewell and HGAC) and strives to keep pricing/discounts aligned between these contracts.

With cooperative purchasing contracts, VCE defines several requirements for the dealers that provide

very competitive pricing for government customers. VCE also includes some program options for our dealers to protect current customer and conquest to new customers through our Defend and Grow program. Overall, these program options for dealers ensures consistent and competitive pricing on VCE products.

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

VCE uses the guideline of an additional 1% discount on 2-5 units, an additional 2% on 6-10 units; an additional 3% discount on 10 units or more for government contracts.

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

VCE proposes a cap at a dealer margin cap of 10% above cost for “Open Sourced Product/Equipment”. Dealer will quote these as “Sourced Options” and provide cost of the option/attachment on the Sourcewell quote to customer. These “Sourced Options” will not be subject to the Sourcewell discount Off List to customer or the Sourcewell Administrative Fee. VCE instructs the dealer to retain copies of other manufacturer invoices for any possible customer audit.

In some limited situations, dealer may choose not to quote as a Sourced Options and quote the option/attachment to customer as a “Non-Contracted Item”.

In terms of “Sourced” and “Non-contracted” items – due diligence will be left upon customer in determining spending thresholds and comfort level in purchasing via the contract.

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

Pre Delivery Inspection (PDI) costs are associated with the local dealer to provide a required comprehensive inspection and preparation of the machine once it arrives at dealer location from manufacturing plant before delivery to the customer. Parameters are defined for our dealers on PDI costs. These costs are not included in machine pricing and will be provided at time of quotation and are typically between 0.5% and 1.0% of the transaction price dependent upon the complexity of the machine and whether Sourced or Non-Sourced options or attachments must be installed. The dealer reserves right to include additional labor or installation charges for Sourced and/or Non Contracted options and attachments.



**14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete shipping and delivery program.**

Freight from manufacturing facility/Port to the local dealer location is included in VCE list pricing

All machines are shipped from VCE to freight on board (F.O.B.) dealer location throughout U.S., Canada, Hawaii, and Alaska. VCE has the ability to ship products wherever there is a dealer location throughout the U.S., Canada, Alaska, and Hawaii. List pricing for all VCE equipment includes freight from factory / port to the local dealer branch location specified.

Freight from dealer branch to customer – charged to customer

Dealer arranges local freight to the customer location from the dealership branch on customer's behalf, if requested. Freight charges to customers are not inflated and dealer will provide a quote, if requested, for local freight when quoting the unit. A copy of the freight quote can be provided to the customer, if requested, at the time the customer is issuing a purchase order.

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

Please refer to Question 14. Customer is responsible for freight charges from dealership branch.

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

No difference in process to ship to these areas. In areas such as Alaska, occasionally equipment is shipped to remote areas by barge. This arrangement is worked out between dealer and customer.

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

VCE's Government Buying Contract Specialist requires its dealerships to adhere to a strict quotation/procurement process as outlined in its Government Buying Contract Sales Training. This position works one-on-one daily with dealership sales managers and representatives to ensure processes, procedures, and the terms and conditions of the contract are being met. The Contract Specialist conducts a periodic, internal audit to ensure the process is followed. VCE reserves the right to suspend any dealer from utilizing the contract if dealers are not upholding the contract requirements.

VCE has a dedicated Sourcewell Quote Tool/Form that all dealers are required to utilize to ensure contract pricing/discounts are utilized and a **Required Sourcewell Reference Guide (addendums attached under Form P folder)**. All quotes by the VCE dealer network must be forwarded to the Government Buying Contract Specialist for contract price/discount verification and logging/filing. This position keeps a detailed log of all quoting and confirmed order activity and requires copies of customer quotes, purchase orders, and invoices to customers on file as back up of transaction and for reporting purposes. This position submits the quarterly sales report to Sourcewell and pay fees on behalf of all

VCE dealers. Please see Question 3, Form P for details of Order/Process Flow and below snapshot of Table of Contents for VCE’s Required Sourcewell Reference Guide.

TABLE OF CONTENTS	
GENERAL INFO .....	3
VCE REQUIREMENTS FOR DEALER TO PARTICIPATE .....	3
CONTRACT PRICING, DISCOUNTS, QUOTING .....	4
SPECIAL DISCOUNT TO CUSTOMERS .....	4
OTHER MANUFACTURER ITEMS & FREIGHT CHARGES .....	4
CUSTOMER PURCHASE ORDER REQUIREMENTS.....	5
INVOICING REQUIREMENTS .....	5
QUOTATION & PROCUREMENT PROCESS .....	5
MEMBER SIGN UP and VERIFICATION .....	6
USED EQUIPMENT .....	6
HOW TO PREPARE SOURCEWELL QUOTES .....	7
THE DEFEND AND GROW PROGRAM AND SPECIAL DEALER DISCOUNTS TO CUSTOMERS .....	8

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

VCE proposes a 1.5% administrative fee to be charged against the machine price.

**Industry-Specific Questions**

**19) Describe any industry-specific quality management system certifications obtained by your organization.**

VCE is certified in ISO 9001: 2015 (Quality), ISO 14001:2015 (Environmental) and OHSAS 18001:2007 (Safety) – **Please see attached ISO Certification Addendum under Form P**

**21) Describe any preventative maintenance programs that your organization offers for the solutions you are proposing in your response.**

VCE offers Customer Support Agreements (CSA's) that include preventative maintenance programs and optional repair agreements.

Customer Support Agreements increase efficiency and maximize uptime and includes:

- Maintenance according to Volvo Service Program
- Service performed by a trained Volvo Service Technician
- Genuine Volvo Parts
- Volvo lubricants and Volvo coolants
- Service history documentation
- Fixed price of preventive maintenance and flexible payment solutions
- Analysis tools and services like CareTrack, Oil Analysis and MATRIS can be included. These services monitor the status of the machine, providing early indications, which can help maximize the uptime potential of the machine.

With an extended warranty agreement and a customer support agreement, a customer is protected against most unexpected costs allowing for improved budget and financial planning.

**Signature:**



**Date:**

March 13, 2019







#### TERMS AND CONDITIONS – EQUIPMENT SALE

**1. General:** The Terms and Conditions of Sale outlined herein shall apply to the sale by Volvo Road Machinery, Inc. d/b/a Volvo Construction Equipment Services (hereinafter referred to as Company) of products, equipment and parts relating thereto (hereinafter referred to as Equipment). Unless prior written agreement is reached, it shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. The Company hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by the Purchaser. Such additional or different terms shall not be included in this contract.

The Company will comply with applicable laws and regulations as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser.

**2. Title and Risk of Loss:** Title and risk of loss of damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to all things and acts necessary to perfect and maintain such security interest and shall protect Company's interest by adequately insuring the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.

**3. Assignment:** Neither party shall assign or transfer this contract without the prior written consent of the other party. The Company however shall be permitted to assign or transfer, without the prior written consent of the Purchaser, the Company's right to receive all or any portion of the payment due from the Purchaser under this contract.

**4. Delivery and Delays:** Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence."

The Company shall not be liable for any loss or delay due to war, riots, fire, flood, strikes, or other labor difficulty, acts of civil or military authority including governmental laws, order, priorities or regulations, acts of the Purchaser, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.

**5. Taxes:** The price does not include any present or future Federal, State, or local property, license, privilege, sale, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, or imposed upon or result from this transaction, or any services performed in connection therewith. Such taxes will be itemized separately to Purchaser, who shall make prompt payment to the Company. The Company will accept a valid exemption certificate from Purchaser, if applicable. If such exemption certificate is not recognized by the government taxing authority involved, Purchaser agrees to promptly reimburse the Company for any taxes covered by such exemption certificate which the Company is required to pay.

**6. Set Off:** Neither Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to the Company under this contract or otherwise.

**7. Patents:** The Company shall defend any suit or proceeding brought against the Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured by the Company, and furnished under this contract, constitutes infringement of any patent of the United States of America, provided the Purchaser is promptly notified in writing and given the authority, information and assistance by Purchaser for defense of same; and the Company shall, at its option, procure for the Purchaser the right to continue to use such Equipment, modify it so that it becomes non-infringing, replace the same with non-infringing equipment, or remove such Equipment and refund the purchase price. The foregoing shall not be construed to include any agreement by the Company to accept any liability whatsoever with respect to patents for inventions including more than the Equipment furnished hereunder, or patents for methods and processes to be carried out with the aid of the Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.

**8. Warranty:** The Company warrants that new Equipment manufactured by and delivered hereunder will be free of defects in material and workmanship for the periods of time specified in the applicable warranties of the Company for such Equipment, which are incorporated herein by reference.

The Purchaser shall be obligated to promptly report any failure to conform to the applicable warranty to the Company in writing within the applicable warranty period, whereupon the Company shall, at its option, correct such nonconformity by suitable repair to such Equipment or furnish a replacement part F.O.B. point of shipment, provided the Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. The Company shall not be liable for any repairs, replacements, or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. Performance warranties, if any, are limited to those specifically stated within the Company's proposal. Unless responsibility for meeting such performance warranties is limited to specified shop or field tests, the Company's obligation shall be to correct in the manner and for the period of time provided in the applicable warranty.

Accessories or equipment furnished by the Company, but manufactured by others, including, but not limited to, engines, tires, batteries, engine electrical equipment, hydraulic transmissions, and carriers, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of Equipment will be at the Purchaser's sole risk and liability.

ALL USED EQUIPMENT IS SOLD "AS IS, WITH ALL FAULTS."

**9. Limitations of Liability:** THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY LOSS OF PROFITS OR OF MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE, REPLACEMENT TOWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

**10. Nuclear Liability:** In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due in whole or in part to the negligence or otherwise of the Company or its suppliers.

**11. Governing Law:** The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

**12. Execution:** The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written, with respect to the subject matter thereof.

#### TERMS AND CONDITIONS – EQUIPMENT RENTAL

1. Lessee agrees to rent the Equipment for the term and at the stipulated rental rates and to pay such rental when due irrespective of any claims, demands, set-offs, actions, suits or proceedings, that it may have or assert against Lessor.

2. From the time the Equipment is shipped from Lessor's facility, until it is returned to Lessor's designated facility, Lessee shall: (i) use the Equipment solely in the conduct of its business; (ii) use and preserve the Equipment in a careful, proper and lawful manner; (iii) at its own expense keep the Equipment in good repair, condition and working order and pay the cost of any and all parts and labor required for that purpose, using only parts manufactured or furnished by the manufacturer of the Equipment; (iv) not make any material alterations to the Equipment; (v) promptly notify Lessor of any loss of or damage to the Equipment; and (vi) assume the entire risk of loss of and damage to the Equipment, and injury or death to persons, from any cause whatsoever arising under this agreement.

3. Lessor may inspect the Equipment at all reasonable times.

4. Lessee shall report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest, assessed against the Equipment due to rental or use thereof and reimburse Lessor upon request for any such amounts assessed against Lessor by reason of the rental or use of the Equipment, except for taxes payable in respect to Lessor's income.

5. Lessee shall keep the Equipment at the address specified in this agreement, and not remove it therefrom without the Lessor's prior written consent. Lessee shall not assign, sublet or pledge any of the Equipment or any interest in this agreement, and any attempt to do so shall constitute an act of default hereunder.

6. The Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to any real property and shall not by reason of any annexation become a part thereof. Lessor shall retain a security interest in the Equipment in the event that the rental of the Equipment is held by a court to constitute a lease intended for security and Lessee agrees upon request to do all things and acts necessary to perfect and maintain such security interest.

7. Lessee, at its own expense, will maintain all risk insurance coverage on the Equipment for its full replacement value, and also such other insurance as Lessor may require, in amounts and under policies acceptable to Lessor, with loss payable to Lessee and Lessor as their respective interests may appear. Upon request of Lessor, Lessee shall furnish certificates of insurance evidencing such coverage. Each policy shall provide for thirty (30) days written notice to Lessor of the cancellation or material modification thereof.

8. Lessee shall promptly notify Lessor of each accident involving any Equipment, including time, place, nature of the accident or damage, and such other information as may be known; advise Lessor of all correspondence, papers, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages, from third parties liable therefor.

9. In the event of damage to or loss, destruction or theft of the Equipment or any part thereof, Lessee shall pay to Lessor the full value of the Equipment at the time of such occurrence except to the extent that Lessor receives proceeds of insurance covering such Equipment. Such payment may, at Lessor's option, be applied (i) to repair such Equipment, or (ii) to afford Lessee a pro rata reduction in the rental payments attributable to the lost or damaged Equipment, or (iii) to replace the Equipment with equipment of the same make and the same or later model.

10. LESSEE UNDERSTANDS THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

11. LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSSES (I) RESULTING FROM THE NON-DELIVERY, DELIVERY, MANUFACTURE, INSTALLATION, USE OR OPERATION OF THE EQUIPMENT, OR FROM ANY DEFECTS IN, FAILURES, MALFUNCTIONS, REPAIRS, REPLACEMENTS OR ALTERATIONS THEREOF, OR (II) WITHOUT LIMITATION, ANY OTHER LIABILITY OF ANY NATURE WITH RESPECT TO THE EQUIPMENT, OR THIS AGREEMENT OR ANY BREACH THEREOF OR ARISING OUT OF NEGLIGENCE. FURTHERMORE, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THIS AGREEMENT OR THE BREACH THEREOF.

12. Upon termination of this agreement, Lessee will, at its own cost and expense, promptly return the Equipment to Lessor in the same condition as received, reasonable wear and tear and normal depreciation excepted.

13. If Lessee breaches its obligation to pay rentals when due or any of the other terms of this agreement, or if Lessee becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for arrangement or reorganization is filed by or against Lessee, or if property of Lessee is attached or a receiver is appointed for Lessee or any of Lessee's property, or if Lessee is in default pursuant to the provisions of any other agreement by and between Lessor and Lessee, or whenever Lessor may deem the rentals or Equipment insecure, the Lessee hereby authorizes Lessor to enter, with or without legal process, any premises where the Equipment may be and take possession thereof, or at the request of Lessor, Lessee will assemble the Equipment and make the Equipment available to the Lessor, in whole or in part as requested, at such place or places designated by the Lessor. All remedies herein are cumulative and any or all such remedies may be exercised in lieu of or in addition to any remedies at law, in equity or under statute. If after default this agreement is placed with an attorney for collection of unpaid rentals or enforcement of any other right or remedy of Lessor, Lessee shall pay reasonable attorney's fees. Waiver of any default shall not be a waiver of any other or subsequent default.

14. All notices required to be given hereunder shall be in writing and shall be deemed adequately given if sent by registered or certified mail to the other party at the registered address of such other party, or at such other place as either party may designate in writing to the other party.

15. The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding its conflicts of law principles.

16. This document and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No variation or modification of this document and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by both parties.

Reference Sales Order No: TBD City of Menlo Park - SOURCWELL MEMB

Customer's Initials: \_\_\_\_\_

**RESOLUTION NO. 6552**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO ADOPTING SUSTAINABLE VEHICLE FLEET POLICY NO. CC-20-011 TO REDUCE GREENHOUSE GAS EMISSIONS BY INCREASING THE NUMBER OF ZERO-EMISSION FLEET VEHICLES**

WHEREAS, on December 10, 2019 the City Council of the City of Menlo Park adopted Resolution No. 6535 declaring a climate emergency to accelerate its actions to address climate change and reduce greenhouse gas (GHG) emissions;

WHEREAS, internal combustion engine (fossil fuel) vehicles are large source of GHG emissions;

WHEREAS, the City currently manages a fleet of vehicles to provide specialized services to the community which are primarily internal combustion engine (fossil fuel gasoline) vehicles; and,

WHEREAS, recent advancements in technology, such as increased travel range, regenerative braking, and more spacious interior compartments have expanded the capabilities of zero-emissions vehicles so that more City work applications can be met with these vehicles; and,

WHEREAS, this policy defines policies and procedures for the acquisition and management of vehicles in the municipal fleet.

NOW, THEREFORE, IT IS RESOLVED, the City Council of the City of Menlo Park hereby adopts the City of Menlo Park sustainable vehicle fleet policy No. CC-20-011 recommended by staff and presented to the City Council on the twenty sixth day of March, 2020, incorporated herein as Exhibit A.

I, Judi Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of March, 2020, by the following votes:

AYES: Carlton, Combs, Mueller, Nash, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-sixth day of March, 2020

DocuSigned by:



39280A20D0BE401...

Judi A. Herren, City Clerk



**SUSTAINABLE VEHICLE FLEET POLICY**

City Council Procedure #CC-20-011

Effective 3/26/2020

Resolution No. 6552

**Purpose**

To accelerate greenhouse gas emissions reduction due to the climate emergency and improve San Francisco Bay Area air quality, through the increased adoption of zero-emission vehicles in municipal fleet.

**Authority**

This policy will set forth the acquisition process for municipal fleet vehicles and outline practices to reduce greenhouse gas emissions related to fleet operation.

**Background**

In December 2019, City Council signed Resolution No. 6335 declaring a climate emergency which demands accelerated actions to address climate change. Menlo Park's climate action plan describes strategies and goals to urgently respond to this climate emergency, such as the acquisition of sustainable products over conventional products. Sustainable products have environmental benefits, such as greenhouse gas emission or waste reduction which do not easily translate to an economic value.

The City recognizes internal combustion engine (fossil fuel) vehicles are a large source of greenhouse gas emissions. The City currently manages a fleet of vehicles to provide specialized services to the community which are primarily internal combustion engine (fossil fuel) vehicles. However, recent advancements in zero-emission vehicles (ZEVs), such as increased market availability, travel range, regenerative braking, and more spacious compartments have expanded the capabilities of ZEVs so that more City work applications can be met with these vehicles. The zero-emission vehicle market is not as large as the internal combustion engine vehicle market, but it is growing rapidly. The ZEV market is predicted to offer products that meet 40 percent of current fleet needs by 2025.

**Policies and procedures**

The City of Menlo Park is committed to improving the San Francisco Bay Area's air quality and reducing greenhouse gas emissions by instating the following practices:

- A. Reducing vehicle fleet tailpipe emissions through:
1. Establishing a "ZEV First" commitment for fleet vehicles that emit no tailpipe emissions from the onboard source of power.
  2. Purchasing zero-emission vehicles (ZEV) as a first option priority for the municipal fleet even if comparable fossil fuel vehicles cost less to purchase.
  3. Committing to a minimum of 50 percent of ZEVs for total vehicle purchases by 2025 and 75 percent by 2030.
  4. Actively seeking vehicle fleet grants to purchase ZEVs.
  5. Requiring the installation of electric vehicle charging infrastructure at the time of vehicle purchase, as appropriate considering economic and resource constraints, to support the annual purchase of ZEV.
  6. Commit to test, evaluate, and, where feasible, acquire ZEVs for medium- and heavy-duty vehicle categories.
- B. Implement the "ZEV First" commitment using the following process and procedure:
1. ZEV purchases shall be prioritized over comparable vehicles powered by internal combustion engines utilizing fossil fuels, flex-fuel, or bi-fuel vehicles powered by petroleum-based fuels (gasoline) and other alternative fuels, such as ethanol or renewable diesel.
  2. Exemptions to purchasing a ZEV include:
    - i. No viable ZEV option is available in the current vehicle market; OR

**SUSTAINABLE FLEET**

City Council Policy #CC-20-011  
Effective 3/24/2020

- ii. The ZEV does not meet performance needs to provide services, including but not limited to, public safety, vehicle capabilities, and emergency response functions; OR
- iii. No fueling infrastructure is available or planned to be completed within six months of vehicle purchase.
- 3. If an exemption to a ZEV purchase is pursued, the following priority structure will be used in considering a replacement vehicle:
  - i. Defer purchasing a vehicle if a ZEV market option will be available and/or infrastructure will be installed in less than three years.
  - ii. Lease plug-in electric hybrid vehicles if available in the market, or the less preferable option is to purchase.
  - iii. Lease hybrid-electric fuel vehicles if available in the market, or the less preferable option is to purchase.
  - iv. Lease an internal combustion engine (fossil fuel, flex-fuel or bi-fuel, ethanol, renewable diesel, etc.) vehicle, or the less preferable option is to purchase.
- C. Fuel consumption
  - 1. Reduce fossil fuel (gasoline and diesel) consumption 5 percent annually relative to baseline fuel consumption for fund year 2018-2019, and review at year end to take into account potential growth in fleet size.
  - 2. Reduce miles driven annually by fleet vehicles through route optimization, utilizing GPS (Global Positioning System) devices or route optimization specific software.
- D. Vehicle operations
  - 1. Promote reduced idling, trip reduction, routing efficiency, and use of city bicycle fleet and public transportation to City departments.
  - 2. Reduce fleet size by removing under-utilized vehicles, reviewing annually, from the fleet or through reassignment in place of additional units.
- E. Cost effectiveness and performance
  - 1. Seek grants, rebates, and other financial incentives and funding opportunities to use in purchasing ZEVs and/or implementing electric charging or refueling infrastructure.
  - 2. Identify opportunities and the financial resources needed to replace older fleet equipment with zero-emission equipment.
- F. Monitoring and reporting
  - 1. Each fiscal year through the annual budgeting process, staff shall:
    - i. Prepare an annual replacement assessment which will include budget estimates for zero-emission vehicles replacement, including the cost of necessary electric charging or refueling infrastructure;
    - ii. Report any other actions taken to support or enhance the City's sustainable fleet policy.
  - 2. Enhance fleet management systems and implement new technology with emphasis on reducing fossil fuel (gasoline and diesel) consumption and reviewing the City fleet annually to ensure each vehicle replacement purchase is necessary.

**SUSTAINABLE FLEET**  
City Council Policy #CC-20-011  
Effective 3/24/2020

<b>Action</b>	<b>Date</b>	<b>Notes</b>
Adoption by City Council Resolution No. 6552	3/26/2020	



**MEMORANDUM**

**Date:** 10/11/2022  
**To:** City Council  
**From:** Joanna Chen, Management Analyst II  
**Re:** Police Motorcycle Replacements

Part of the police department vehicle purchase is to remove two electric Zero Motorcycles and two older Harley-Davidson gasoline powered motorcycles from service and to purchase three lower emission BMW gasoline motorcycles.

The two electric Zero Motorcycles, one a 2014 model and the other a 2016, are eligible for replacement based on age and are becoming more expensive and difficult to maintain. Zero Motorcycles are early adopters in building all-electric motorcycles and configuring them into police motorcycles. They no longer make a replacement battery for the 2014 model and officers have experienced malfunctioning electric circuits in the middle of duty while driving the 2016 model. The malfunction causes the motorcycle to be inoperable and is a safety concern. Staff are unable to maintain and repair these motorcycles in-house as the manufacturer does not readily release information relevant to repair, claiming it is proprietary information. Also, the motorcycles do not meet traffic patrol operation needs for hands-free communications and road speed due to safety concerns.

While some manufacturers produce electric motorcycles, the models available are not suitable for traffic enforcement police work. Traditionally, police motorcycles come from the factory and are then equipped with an aftermarket police package, which includes emergency lights, sirens, police radio, etc. Because a gas powered motorcycle produces 12 volts of electricity from its charging system, attaching this type of emergency equipment is very simple. On the other hand, an electric motorcycle has a computer controlled nervous system that do not have the ability to recharge the battery while running. Any 12-volt equipment would draw down the battery and require the motorcycle to be plugged in to recharge. This limits options for aftermarket outfitting. An electric motorcycle equipped with emergency equipment must be programmed and built that way from the factory. For example, Harley-Davidson has a model called LiveWire One, which is built for urban riding with an aggressive riding position. However, this model does not have space on the motorcycle or the capacity to add police equipment required.

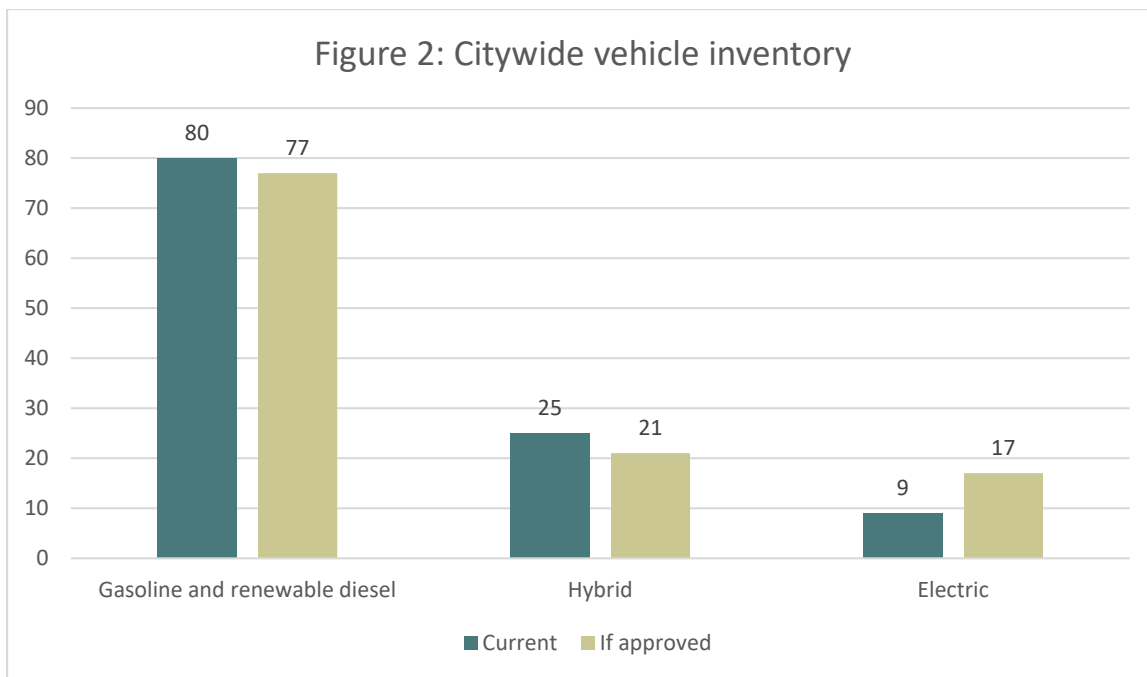
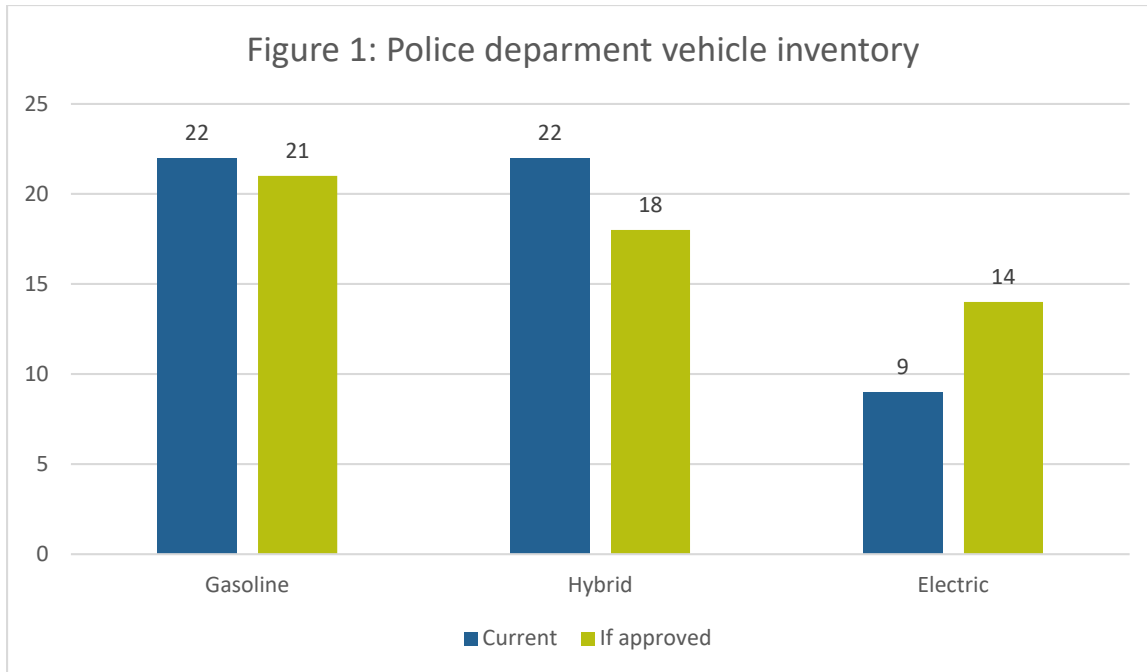
Other major limitations are, due to the above listed voltage issues, a police radio cannot be attached to these motorcycles. This situation causes the officers to operate off of their portable radio, which is an unacceptable safety issue when it comes to high speed full time enforcement. Officers are also sometimes required to change channels while riding, which is nearly impossible at high speeds on a portable radio. Controlling the portable radio would mean that the motorcycle officer would have to take one hand off of the handlebars of their motorcycle while maneuvering the vehicle, often at significant speeds and including turning, accelerating, and braking movements. In addition, the range capability of a portable radio is not sufficient to

conduct out of the area operations. On a monthly basis, the Menlo Park Traffic Unit conducts operations, (STEP), in every city in the county.

There are also additional concerns regarding battery range and charging needs specific to motorcycles, as the technology is not identical to the advanced charging systems in four-wheeled commercially available electric vehicles.

As technology advances, vehicles and motorcycles continue to have better fuel economy than the previous models. The gasoline powered BMW motorcycles identified in the proposed vehicle purchase would meet EURO-5 emissions standards and substantially reduce vehicle emissions as compared to the Harley Davidson motorcycles they would replace. These vehicles are estimated to have a useful life of approximately five years, at such time they will be evaluated for replacement and staff will continue to monitor what is available to seek out a viable electric alternative.

In addition to the five proposed electric police vehicle purchases, the Police Department proposed to purchase two lower emission BMW gasoline powered motorcycles to the Environmental Quality Commission (EQC) in August. The commissioners recommend and advise the City Council to accept the proposed police department vehicle purchases. The department seeks the City Council's approval to purchase an additional BMW motorcycle, a recommendation that came after the EQC meeting.







# VEHICLE AND EQUIPMENT PURCHASE PROPOSAL

For fiscal year 2022-23





## BACKGROUND ON VEHICLE/EQUIPMENT PURCHASES



- Replacement based on mileage, age, downtime for repairs, and mandated emission regulations
- Adhere to the City's Climate Action Plan No. 5 goal to eliminate fossil fuels from city operations by 2030
- Adhere to the Sustainable Fleet Policy to reduce greenhouse gas emissions by increasing the number of zero-emission fleet vehicles



# SUSTAINABLE FLEET



- Police began its commitment to reduce GHG emission in 2008
  - 5 EVs were purchased from the FY20-21 vehicle purchase
  - Major milestone for a small-sized police department
  - 15 bicycles for street patrol when possible
- Public Works began its commitment in 2021
  - Large equipment uses renewable diesel, which reduces GHG emissions by up to 90 percent
  - 1 hybrid aerial lift truck





## ENVIRONMENTAL QUALITY COMMISSION FEEDBACK



- On August 31, staff presented the proposed fleet purchase to the Environmental Quality Commission (EQC) and they voted 6-0 (one commissioner absent) to recommend and advise the City Council the following actions:
  - To accept the proposed police department vehicle purchases
  - To request that staff consider the following feedback for the proposed public works purchases:
    - Timing purchases in relation to air quality requirements and end of life of combustion fired equipment
    - Looking into further alternatives for public works combustion fired equipment to present to City Council
    - Checking with agencies that are providing electric incentives to inform about available technologies



## PROPOSED VEHICLE PURCHASE FOR POLICE



- One electric Ford Mustang Mach-E pool vehicle
- One electric Ford F-150 Lightning community service truck
- Three electric detective vehicles (two Mustang Mach-Es, and one F-150 Lightning)
- Three lower emission BMW 1250 RT-P gasoline powered motorcycles
- If approved, the department would have 14 electric vehicles and 18 hybrids
  - More than 60 percent of the police fleet operates at significantly reduce or zero emissions





## PROPOSED VEHICLE/EQUIPMENT PURCHASE FOR PUBLIC WORKS



- Staff contacted multiple municipalities and located an electric reel mower being used in South Pasadena.
- Three electric Ford F-150 Lightning light-duty trucks
- One electric reel mower
- Four renewable diesel powered maintenance equipment





## RECOMMENDATION



- Staff recommends the City Council award vehicle purchase contracts for approximately \$1.11 million, plus a contingency of \$50,000 (held by the City), for the purchase and modification of:
  - Five electric police vehicles
  - Three lower emission police motorcycles
  - Three electric light-duty public works trucks
  - One piece of electric equipment
  - Four pieces of renewable diesel powered equipment





**THANK YOU**



**STAFF REPORT**

**City Council**

**Meeting Date:** 10/11/2022

**Staff Report Number:** 22-195-CC

**Informational Item:** City Council agenda topics: October 18 – November 1, 2022

**Recommendation**

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

**Policy Issues**

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

**Analysis**

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through November 1, 2022. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

**Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

A. City Council agenda topics: City Council agenda topics: October 18 – November 1, 2022

Report prepared by:

Judi A. Herren, Assistant to the City Manager/City Clerk

**Tentative City Council Agenda**

#	Title	Department	Item type	City Council action
1	Quarterly Personnel Activity Report	ASD	Informational	No action
2	Approve funding for 335 Pierce Road (predevelopment CLT, loan authorization docs)	CDD	Regular	Approve
3	Housing Element Update water supply assessment	CDD	Regular	Adopt resolution
4	Introduce ordinance for building code adoption	CDD	Regular	Approve
5	Advisory body appointments	CMO	Advisory body reports	Decide
6	Authorize the city manager to execute an agreement with MPCSD and MPAEF and approve a budget amendment	CMO	Regular	Approve, Contract award or amend
7	BlocPower: prevailing wage	CMO	Informational	Decide, Direction to staff
8	Minutes	CMO	Consent	Approve
9	Provide direction regarding a zero emission landscape equipment ordinance (leaf blower ban)	CMO	Study Session	Direction to staff
10	Receive and file 2021 priorities, work plan quarterly report as of September 30, 2022 and advisory body work plan update	CMO	Consent	Receive and file
11	Recommended sustainable reach codes for new buildings for inclusion as part of the upcoming 2022 California Building Standards Code adoption process	CMO	Informational	Info from staff
12	Authorize the Mayor to sign the City's response to the San Mateo County's grand jury report: "Waiter! There's a Car in My Soup!"	CMO	Consent	Approve
13	Authorize the City Manager to accept a California State Library Building Forward infrastructure grant to replace the deteriorating main library roof and update the fire alarm system	LCS	Consent	Approve
14	Commemorative park amenities policy	LCS	Regular	Approve
15	Adopt resolution approving Alcoholic Beverage Control (ABC) Grant	PD	Regular	Approve
16	Police department quarterly update – Q3 July 2022 - September 2022	PD	Informational	No action
17	Adopt a resolution authorizing installation of no parking zones on both sides of Middle Avenue, installation of an all-way stop at Middle Avenue and San Mateo Drive, replacement of an all-way stop at Middle Avenue and University Drive with a roundabout with yield control, and temporary closure of Blake Street at Middle Avenue	PW	Regular	Adopt resolution
18	Approve an amendment agreement with AECOM to conduct the next phase of work for the Caltrain grade separation project	PW	Consent	Contract award or amend
19	Authorize an agreement with consultant for local road safety plan	PW	Consent	Approve
20	Determination of Bids for Chrysler Pump Station	PW	Consent	Direction to staff
21	Proclamation: Ruby Bridges Walk to School Day	PW	Proclamation	No action
22	Provide direction on procedure for installing all way stop signs and adopt a resolution to install stop signs at three locations	PW	Regular	Approve
23	Additional conceptual design options for Willow Oaks Park	PW	Regular	Approve
24	October 20, 2022 @5 p.m. - Special Joint MPFPD Meeting	Various		



**STAFF REPORT**

**City Council**

**Meeting Date:** 10/11/2022

**Staff Report Number:** 22-190-CC

**Informational Item:** Drought update for Menlo Park Municipal Water

**Recommendation**

This is an informational item and does not require City Council action.

**Policy Issues**

Menlo Park Municipal Water (MPMW) is a city-owned water service provider for a portion of the City of Menlo Park. The City Council acts as its governing body and is responsible for ensuring the financial stability of the water system by setting customer rates, approving capital plans and other operational expenditures. The City Council has the authority to declare a drought and specify one of six drought stages, as outlined in the adopted 2020 Water Shortage Contingency Plan ( Attachment A.)

The adopted 2020 Water Shortage Contingency Plan has prescribed actions for each of the six drought stages, which have varying levels of response for changes to or shortages in water supplies. It provides flexibility to incorporate additional water measures based on several factors: State Water Board adopting future emergency water regulations, the San Francisco Public Utilities Commission (SFPUC) imposing drought-related actions as the water wholesaler, or other appropriate actions in order to meet MPMW's water reduction goal.

Per Menlo Park Municipal Code, Chapter 7.35 (Water Conservation), the City may also enforce drought regulations adopted by the State Water Board, or drought-related actions imposed by SFPUC under an adopted Water Conservation Plan. This chapter allows the City to implement these requirements by adopting, by resolution, a Water Conservation Plan.

**Background**

MPMW supplies water to about half of the City's residences and businesses through approximately 4,300 service connections. MPMW's sole water supply is purchased from SFPUC for two distinct areas: the upper zone in the Sharon Heights area, and the lower zone located north and east of El Camino Real. MPMW is a member of the Bay Area Water Supply and Conservation Agency (BAWSCA), a special district that represents the interest of 26 cities, water districts, and private utilities that are long term purchasers of SFPUC wholesale water.

On November 23, 2021, SFPUC declared a water shortage emergency calling for a voluntary 10 percent system-wide water use reduction from fiscal year 2019-20 levels. In mid-December 2021, SFPUC issued proposed monthly water budgets to each wholesale customer, including MPMW, based on the 2018 Amended and Restated Water Supply Agreement Water Shortage Allocation Plan. In early January 2022, agencies received their final monthly water budgets.

On March 1, 2022, in response to the State Water Board's January 2022 emergency regulations, the City

Council adopted Resolution No. 6716 (Attachment B) to implement a drought stage 1 Water Conservation Plan (up to 10 percent water use reduction from fiscal year 2019-20 levels.)

On March 28, 2022, Governor Newsom signed Executive Order N-7-22 directing the State Water Board to consider adopting additional water conservation emergency regulations to prepare for and mitigate the effects of worsening drought conditions. This included banning “non-functional turf” irrigation for “commercial, industrial and institutional” water users and requiring all urban water suppliers that submitted a Water Shortage Contingency Plan to implement, at a minimum, the demand reduction actions listed in their Water Shortage Contingency Plan for drought stage 2 (up to 20 percent water use reduction from fiscal year 2019-20 levels.) The State Water Board defines “non-functional turf” as turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events (does not include sports fields) and defines “commercial, industrial and institutional” as including homeowners’ associations, common interest developments, community service organizations, and other similar entities. It does not include the residences of these entities’ members or separate interests. On May 24, 2022, the State Water Board adopted the emergency water conservation regulation that required urban water suppliers be in compliance with the new regulations by June 10, 2022.

On May 24, 2022, in response to the State Water Board’s anticipated adoption of the emergency water conservation measure, the City Council adopted Resolution No. 6738 (Attachment C) to implement a drought stage 2 Water Conservation Plan. Stage 2 bans “non-functional turf” irrigation for “commercial, industrial and institutional” water users, and implements the stage 2 drought surcharge effective with July 2022 water use, which began appearing on water bills issued in August 2022. The resolution also includes fines, enforcement measures, and matches the disconnection and reconnection fees shown in the current master fee schedule for water bill nonpayment.

In late May 2022, with the statewide implementation of drought stage 2 activities, SFPUC increased voluntary water use reductions to 11 percent from fiscal year 2019-20 levels effective July 1, 2022. In late June 2022, SFPUC issued drought stage 2 proposed monthly water budgets to each wholesale customer, including MPMW, based on the 2018 Amended and Restated Water Supply Agreement Water Shortage Allocation Plan. In early July 2022, agencies received their final drought stage 2 monthly water budgets.

Attachment D contains the list of drought regulations currently in effect for MPMW customers. These regulations are in alignment with California Water Service, Bear Gulch District’s current drought regulations.

## **Analysis**

### Outreach activities

With the onset of stricter water regulations this year (transitioning from drought stage 1 in March 2022 to drought stage 2 in May 2022), staff implemented various outreach methods to provide information on available water conservation rebates, drought regulations in place, and ways to save water. Activities included social media posts, mailing a brochure, water bill message and bill inserts, and direct mail. Attachment E contains a summary detailing these outreach activities.

### Water use

Attachment F contains charts showing water use by month and customer type comparing 2022 water use to fiscal year 2019-20 (base years for both the State Water Board and SFPUC voluntary water use reductions.) To read the charts, for example, water use by month was 40 percent less in February 2022 compared to water use in February 2020. The charts show that every month customers used the same amount or less water except in March 2022 when water use was 6 percent higher, likely due to little precipitation that month and warmer temperatures, causing customers to irrigate their landscaping. For

water use by customer type, between January and August 2022 all customer types decreased water use except for public/institutional customers, likely due to schools and City offices closing due to the pandemic in March 2020.

#### MPMW water purchases versus SFPUC monthly budgets

Since January 2022, SFPUC has provided monthly reports to each BAWSCA agency, including MPMW, comparing the previous month's wholesale water purchase to each agency's SFPUC's monthly water budget. With the unexpected warmer weather and little rain between February and April, MPMW monthly wholesale purchases were higher than the SFPUC monthly budgets by upwards of 34 percent, however, with the increase in public outreach for a worsening drought, MPMW's monthly wholesale water purchases were less than the SFPUC monthly budgets between May and August by as low as 16 percent. SFPUC plans to provide monthly budget reports at least through June 2023. Because SFPUC has declared voluntary reductions, they are not imposing excess use fees at this time. If SFPUC implements mandatory reductions in the future, they may impose excess use charges which would be passed through directly to MPMW water customers, and they will restart the 12-month reporting cycle.

#### Next steps

It is unknown at this time if or when the State Water Board or SFPUC could implement additional drought restrictions, or mandate water conservation. When more information is available, staff will return to City Council to take any necessary actions.

### **Impact on City Resources**

Moving into stage 2 drought has warranted additional staff support for coordination and outreach. The approved fiscal year 2022-23 budget included adding one (1.0) full time equivalent (FTE) sustainability specialist position to the public works department. The position, once filled, will provide support for outreach efforts for increased customer service calls, drought education, water conservation programming, and public engagement about the worsening conditions.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

### **Attachments**

- A. Hyperlink – 2020 Water Shortage Contingency Plan (WSCP):  
[beta.menlopark.org/files/sharedassets/public/public-works/documents/water/final-water-shortage-contingency-plan-june-2021\\_202107152257080444.pdf](https://beta.menlopark.org/files/sharedassets/public/public-works/documents/water/final-water-shortage-contingency-plan-june-2021_202107152257080444.pdf)
- B. Resolution No. 6716 to adopt a drought stage 1 Water Conservation Plan
- C. Resolution No. 6738 to adopt a drought stage 2 Water Conservation Plan
- D. Current drought stage 2 regulations
- E. Summary of outreach activities

F. Water use comparison charts

Report prepared by:  
Pam Lowe, Senior Civil Engineer

Report reviewed by:  
Tanisha Werner, Assistant Public Works Director - Engineering



**RESOLUTION NO. 6716****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
DECLARING EXISTENCE OF A WATER SHORTAGE EMERGENCY,  
ADOPTING WATER SHORTAGE CONSERVATION PLAN STAGE 1  
MEASURES PURSUANT TO WATER CODE SECTION 350 ET SEQ., AND  
ADOPTING A WATER CONSERVATION PLAN TO ENFORCE STATE WATER  
RESOURCES CONTROL BOARD EMERGENCY DROUGHT REGULATIONS  
PURSUANT TO MENLO PARK MUNICIPAL CODE CHAPTER 7.35**

WHEREAS, on May 2, 2017, in response to the then existing drought emergency, the City Council adopted Resolution No. 6383 to implement a Water Conservation Plan for Menlo Park Municipal Water (“MPMW”) consistent with the end of the drought emergency. The Plan references the 2015 Urban Water Management Plan, which includes the 2015 Water Shortage Contingency Plan, and the State Water Resources Control Board’s (“State Water Board”) 2017 emergency drought regulations, all of which have been superseded or no longer in effect, making it appropriate to rescind Resolution No. 6383; and

WHEREAS, on May 11, 2021, pursuant to its rate setting authority and in accordance with all applicable requirements under Proposition 218, the City Council adopted Resolution No. 6625 to approve MPMW’s five-year schedule of water rates, which included analysis and approval of drought surcharges in the proposed 2020 Water Shortage Contingency Plan; and

WHEREAS, on May 25, 2021, the City Council adopted its 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan, as required by the California Water Code, and which includes six drought stages; and

WHEREAS, the 2020 Water Shortage Contingency Plan provides that the City of Menlo Park shall follow the process set forth in Water Code section 350 to adopt and implement regulations and restrictions related to the conservation measures set forth in the Water Shortage Contingency Plan, including implementation of its drought stages; and

WHEREAS, California Water Code sections 350 et seq. authorizes the governing body of any public water supply distributor to declare that water shortage emergency conditions prevail within the area served by such distributor whenever it finds and determines that the ordinary demands and requirements of water consumers cannot be satisfied without depleting the water supply of the distributor to the extent that there would be insufficient water for human consumption, sanitation, and fire protection; and

WHEREAS, pursuant to Water Code sections 351 and 352, a public hearing on regarding declaration was duly noticed and held on March 1, 2022; and

WHEREAS, pursuant to Water Code section 353, the City Council has authority to adopt such regulations and restrictions on the delivery of water and the consumption within the service area of MPMW that in the sound discretion of the City Council shall conserve the water supply for the greatest public benefit with regard to domestic use, sanitation, and fire protection; and

WHEREAS, pursuant to Water Code section 356, adopted regulations and restrictions may include the right to deny applications for new or additional service connections, and may also include provision for their enforcement by discontinuing service to consumers willfully violating the regulations and restrictions; and

WHEREAS, on April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS, on October 19, 2021, Governor Newsom's emergency drought proclamation expanded the drought emergency statewide and encouraged the State Water Board to supplement voluntary conservation measures by prohibiting certain wasteful water uses; and

WHEREAS, on November 23, 2021, the San Francisco Public Utilities Commission ("SFPUC") declared a water shortage emergency and adopted a voluntary system-wide water use reduction of 10 percent from fiscal year 2019-20 use; and

WHEREAS, in response to the declared drought emergency, the State Water Board adopted emergency regulations, set forth in 23 California Code of Regulations section 995, effective January 18, 2022 for a one-year period, that prohibits wasteful water use practices statewide and enables any agency that has authority to enforce infractions to enforce these prohibitions at their discretion; and

WHEREAS, the State Water Board's regulations prohibit among other things the following, except to the extent use is necessary to address an immediate health and safety need:

- A. The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- B. The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- C. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;
- D. The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- E. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;
- F. The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain.
- G. The use of potable water for irrigation of ornamental turf on public street medians.

WHEREAS, Menlo Park Municipal Code section 7.35.020 provides that upon adoption of emergency regulations by the State Water Board, the City shall adopt a water conservation plan to implement those water conservation measures; and

WHEREAS, to comply with Water code section 365 through 367, drought stage 1 of the 2020 Water Shortage Contingency Plan must be implemented, including the related state 1 drought surcharge; and

WHEREAS, the MPMW's 2020 Water Shortage Contingency Plan allows other measures to be approved by Resolution of the City Council for drought stage 1 in order to achieve up to 10 percent overall water use reduction.

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that:

1. The above recitals are true and accurate.
2. Pursuant to Water Code section 350, and for the reasons set forth in this recital, the staff report, and the testimony of staff, the City Council declares that a water shortage emergency now exists throughout the area served by Menlo Park Municipal Water.
3. Pursuant to Water Code section 353, the City Council determines that it is necessary to declare drought stage 1 of the 2020 WSCP and to implement the following drought surcharges, effective for water bills issued in July 2022:

Fiscal year 2022-23	\$0.63 per CCF
---------------------	----------------

4. Pursuant to Water Code section 353, the following additional measures are hereby approved and required of all MPMW users:
  - a. Hotels and motels shall provide guests an option whether to launder towels and linens daily.
  - b. Restaurants and other food service operations shall serve water to customers only upon request.
  - c. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period, not exceeding seven days.
  - d. Recreational water features shall be covered when not in use.
  - e. Newly constructed homes and buildings must irrigate with drip or microspray only.
5. Pursuant to Menlo Park Municipal Code chapter 7.35, the City Council hereby adopts this resolution as its water conservation plan the State Water Board's emergency regulations as set forth in Title 23 California Code of Regulations, section 995, incorporated herein by reference.
6. Violations of the regulations set forth or otherwise adopted in this resolution shall be subject to the following penalties:

<b>Violation</b>	<b>Enforcement Action</b>
1st	Warning and education
2nd	\$50 fine
3rd	\$200 fine, and review by the Public Works Director (or his or her designee) to determine if a flow restricting device should be installed, in the Director's discretion as may be necessary to deter water waste.
4th and subsequent	\$500 fine, and review by the Public Works Director (or his or her designee) to determine if water service should be discontinued, in the Director's discretion as may be necessary to deter water waste.

Violators shall also be subject to the following charges for installation or removal of flow restricting devices and disconnection or reconnection of service.

<b>Meter Size</b>	<b>Charges</b>	
5/8" to 2"	\$155.00	Installation of flow restricting device
	\$155.00	Removal of flow restricting device
3" or larger	Actual cost	Installation of flow restricting device
	Actual cost	Removal of flow restricting device
All sizes	\$108.00	Disconnecting water service
	\$108.00	Reconnecting water service

7. Resolution No. 6383 is hereby rescinded.
8. This resolution shall remain in effect until the supply of water available for distribution within such area has been replenished or augmented, at which time the City Council will declare an end to the water shortage emergency by resolution.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the first day of March, 2022, by the following votes:

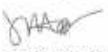
AYES: Combs, Mueller, Nash, Taylor, Wolosin

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this fifteenth day of March, 2022.

DocuSigned by:  
  
39280A20D08E491  
\_\_\_\_\_  
Judi A. Herren, City Clerk

**RESOLUTION NO. 6738****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADOPTING WATER CONSERVATION PLAN PURSUANT TO MENLO PARK  
MUNICIPAL CODE CHAPTER 7.35 TO IMPLEMENT WATER SHORTAGE  
CONSERVATION PLAN STAGE 2 MEASURES**

WHEREAS, on May 11, 2021, pursuant to its rate setting authority and in accordance with all applicable requirements under Proposition 218, the City Council adopted Resolution No. 6625 to approve MPMW's five-year schedule of water rates, which included analysis and approval of drought surcharges in the proposed 2020 Water Shortage Contingency Plan; and

WHEREAS, on May 25, 2021, the City Council adopted its 2020 Urban Water Management Plan and the 2020 Water Shortage Contingency Plan, as required by the California Water Code, and which includes six drought stages; and

WHEREAS, on April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment; and

WHEREAS, on October 19, 2021, Governor Newsom's emergency drought proclamation expanded the drought emergency statewide and encouraged the State Water Board to supplement voluntary conservation measures by prohibiting certain wasteful water uses; and

WHEREAS, on November 23, 2021, the San Francisco Public Utilities Commission ("SFPUC") declared a water shortage emergency and adopted a voluntary system-wide water use reduction of 10 percent from fiscal year 2019-2020 use; and

WHEREAS, in response to the declared drought emergency, the State Water Board adopted emergency regulations, set forth in 23 California Code of Regulations section 995, effective January 18, 2022 for a one-year period, that prohibits wasteful water use practices statewide and enables any agency that has authority to enforce infractions to enforce these prohibitions at their discretion; and

WHEREAS, the State Water Board's regulations prohibit among other things the following, except to the extent use is necessary to address an immediate health and safety need:

- A. The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
- B. The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
- C. The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

- D. The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;
- E. The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;
- F. The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain.
- G. The use of potable water for irrigation of ornamental turf on public street medians.

WHEREAS, on March 1, 2022, in response to these actions, pursuant to authority granted under Water Code section 350 and Menlo Park Municipal Code section 7.35.020, the City Council of the City of Menlo Park adopted Resolution No. 6716 declaring a drought state of emergency, implementing Stage 1 measures of the City's adopted 2020 Water Shortage Contingency Plan, adopting and providing for local enforcement of the State Water Board's emergency regulations set forth in 23 California Code of Regulations section 995, and imposing the drought stage 1 surcharge effective for water bills issued July 2022, and setting forth penalties; and

WHEREAS, on March 28, 2022, the Governor adopted Executive Order N-7-22, requiring among other things that the State Water Board consider imposing emergency regulations that would require each urban water supplier implement, at a minimum, the Stage 2 shortage provisions of their adopted water shortage contingency plans and prohibiting irrigating non-functional turf, and the State Water Board has drafted, published, and will consider adopting [has adopted] such requirements on May 24, 2022, which requires action by the City Council by no later than June 10, 2022 [if adopted]; and

WHEREAS, the City Council finds that the conditions of drought and water shortage leading to the declaration of water shortage emergency by the City Council on March 1, 2022 continue to persist, and that in the interest of protecting public health and safety and ensuring the adequacy of the public water supply that the City Council must require the implementation of Stage 2 conservation measures in the adopted Water Shortage Contingency Plan, as well as additional conservation measures specified herein; and

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that:

1. The above recitals are true and accurate.
2. Pursuant to Menlo Park Municipal Code section 7.35.020, and for the reasons set forth in this recitals, the staff report, and the testimony of staff, the City Council declares that a water shortage emergency now exists throughout the area served by Menlo Park Municipal Water.
3. Pursuant to Menlo Park Municipal Code chapter 7.35, the City Council hereby adopts this resolution as its water conservation plan, determines that it is necessary to declare and implement drought stage 2 of the 2020 Water Shortage Contingency Plan and to implement the following drought surcharges, effective with July 2022 water use, which will appear on water bills issued in August 2022:

Fiscal year 2022-23

\$1.40 per CCF

4. Pursuant to Menlo Park Municipal Code section 7.35.020 and the adopted Water Shortage Contingency Plan, the following additional conservation measures are hereby imposed and required of all MPMW users:
  - a. Hotels and motels shall provide guests an option whether to launder towels and linens daily.
  - b. Restaurants and other food service operations shall serve water to customers only upon request.
  - c. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period, not exceeding seven days.
  - d. Recreational water features shall be covered when not in use.
  - e. Newly constructed homes and buildings must irrigate with drip or microspray only.
  - f. Irrigating ornamental landscapes or turf with portable water is limited to no more than two days per week on the following schedule, except for hand watering:
    - i. Odd street addresses shall irrigate only on Tuesday and Saturday.
    - ii. Even street addresses and properties without a street address may irrigate only on Wednesday and Sunday.
    - iii. Irrigation shall be prohibited during the hours of 8:00 a.m. to 6:00 p.m.
    - iv. Exceptions to these restrictions may be granted upon review and approval of a drought response plan by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.
  - g. Hand watering shall be conducted with a hose fitted with an automatic shut-off nozzle or via some other device that ceases dispensing water immediately when not in use.
5. The City Council adopts the State Water Board's emergency regulations as set forth in Title 23 California Code of Regulations, Section 995, as set forth in Exhibit A and incorporated herein by reference, as part of the City's adopted water conservation plan, and violations shall be subject to enforcement and penalties as provided herein.
6. In accordance with Title 23 California Code of Regulations, section 996(e), the use of potable water for the irrigation of non-functional turf at commercial, industrial and institutional sites, except to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need. For purposes of this prohibition, "non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, and does not include sports fields.
7. Violations of the regulations set forth above or otherwise adopted in this resolution shall be subject to the following penalties:

<b>Violation</b>	<b>Enforcement Action</b>
1st	Warning and education
2nd	\$50 fine
3rd	\$200 fine, and review by the Public Works Director (or his or her designee) to determine if a flow restricting device should be installed, in the Director's discretion as may be necessary to deter water waste.
4th	\$500 fine, and review by the Public Works Director (or his or her designee) to determine if water service should be discontinued, in the Director's discretion as may be necessary to deter water waste.



Violators shall also be subject to the following charges for installation or removal of flow restricting devices and disconnection or reconnection of service.

<b>Meter Size</b>	<b>Charges</b>	
5/8" to 2"	\$155.00	Installation of flow restricting device
	\$155.00	Removal of flow restricting device
3" or larger	Actual cost	Installation of flow restricting device
	Actual cost	Removal of flow restricting device
All sizes	\$108.00	Disconnecting water service
	\$108.00	Reconnecting water service

8. This resolution shall become effective June 10, 2022, and shall remain in effect until the supply of water available for distribution within such area has been replenished or augmented, at which time the City Council will declare an end to the water shortage emergency by resolution.
9. Resolution No. 6716 shall be rescinded as of June 10, 2022.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-fourth day of May, 2022, by the following votes:


AYES: Combs, Mueller, Nash, Taylor, Wolosin

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-seventh day of May, 2022.

DocuSigned by:  
  
30280A2000BE401  
\_\_\_\_\_  
Judi A. Herren, City Clerk

Exhibits:

- A. State Water Board's emergency regulations as set forth in Title 23 California Code of Regulations, Section 995

**STATE WATER RESOURCES CONTROL BOARD  
RESOLUTION NO. 2022-0002**

**TO ADOPT AN EMERGENCY REGULATION  
TO SUPPLEMENT VOLUNTARY WATER CONSERVATION**

WHEREAS:

1. On April 21, May 10, and July 8, 2021, Governor Newsom issued proclamations that a state of emergency exists in a total of 50 counties due to severe drought conditions and directed state agencies to take immediate action to preserve critical water supplies and mitigate the effects of drought and ensure the protection of health, safety, and the environment.
2. On October 19, 2021, Governor Newsom signed a proclamation extending the drought emergency statewide and further urging Californians to reduce their water use.
3. There is no guarantee that winter precipitation will alleviate the current drought conditions.
4. Many Californians have taken bold steps over the years to reduce water use; nevertheless, the severity of the current drought and uncertainty about Water Year 2022 require additional conservation actions from residents and businesses.
5. Water conservation is the easiest, most efficient, and most cost-effective way to quickly reduce water demand and extend supplies into the next year, providing flexibility for all California communities. Water saved is water available next year, giving water suppliers the flexibility to manage their systems efficiently. The more water that is conserved now, the less likely it is that a community will experience such dire circumstances or that water rationing will be required.
6. Most Californians use more water outdoors than indoors. In many areas, 50 percent or more of daily water use is for lawns and outdoor landscaping. Outdoor water use is generally discretionary, and many irrigated landscapes would not suffer greatly from receiving a decreased amount of water.

7. Public information and awareness are critical to achieving conservation goals, and the Save Our Water campaign ([SaveOurWater.com](http://SaveOurWater.com)), run jointly by the Department of Water Resources (DWR) and the Association of California Water Agencies, is an excellent resource for conservation information and messaging that is integral to effective drought response.
8. [SaveWater.CA.Gov](http://SaveWater.CA.Gov) is an online tool designed to help save water in communities. This website lets anyone easily report water waste from their phone, tablet, or computer by simply selecting the type of water waste they see, typing in the address where the waste is occurring, and clicking send. These reports are filed directly with the State Water Resources Control Board (State Water Board or Board) and relevant local water supplier.
9. Enforcement against water waste is a key tool in conservation programs. When conservation becomes a social norm in a community, the need for enforcement is reduced or eliminated.
10. On October 19, 2021, the Governor suspended the environmental review required by the California Environmental Quality Act to allow State Water Board-adopted drought conservation emergency regulations and other actions to take place quickly to respond to emergency conditions.
11. Water Code section 1058.5 grants the State Water Board the authority to adopt emergency regulations in certain drought years in order to: “prevent the waste, unreasonable use, unreasonable method of use, or unreasonable method of diversion, of water, to promote water recycling or water conservation, to require curtailment of diversions when water is not available under the diverter’s priority of right, or in furtherance of any of the foregoing, to require reporting of diversion or use or the preparation of monitoring reports.”
12. On November 30, 2021, the State Water Board issued public notice that the State Water Board would consider the adoption of the regulation at the Board’s regularly scheduled January 4, 2022 public meeting, in accordance with applicable State laws and regulations. The State Water Board also distributed for public review and comment a Finding of Emergency that complies with State laws and regulations.
13. The emergency regulation sets a minimum standard that many communities are already doing more but not everyone is taking these low-cost, easy to implement actions that can save significant amounts of water during a drought emergency.

14. Disadvantaged communities may require assistance in increasing water conservation, and state and local agencies should look for opportunities to provide assistance in promoting water conservation, including but not limited to translation of regulation text and dissemination of water conservation announcements into languages spoken by at least 10 percent of the people who reside in a water supplier's service area, such as in newspaper advertisements, bill inserts, website homepage, social media, and notices in public libraries.
15. The Board directs staff to consider the following in pursuing any enforcement of section 995, subdivision (b)(1)(A)-(F): before imposing monetary penalties, staff shall provide one or more warnings; monetary penalties must be based on an ability to pay determination, consider allowing a payment plan of at least 12 months, and shall not result in a tax lien; and Board enforcement shall not result in shutoff.
16. The Board encourages entities other than Board staff that consider any enforcement of this regulation to apply these same factors identified in resolved paragraph 15. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Moreover, the Water Code does not impose a mandatory penalty for violations of the regulation adopted by this resolution, and local agencies retain their enforcement discretion in enforcing the regulation, to the extent authorized, and may develop their own progressive enforcement practices to encourage conservation.

THEREFORE BE IT RESOLVED THAT:

1. The State Water Board adopts California Code of Regulations, title 23, section 995, as appended to this resolution as an emergency regulation.
2. State Water Board staff will submit the regulation to the Office of Administrative Law (OAL) for final approval.
3. If, during the approval process, State Water Board staff, the State Water Board, or OAL determines that minor corrections to the language of the regulation or supporting documentation are needed for clarity or consistency, the State Water Board Executive Director or designee may make such changes.

4. This regulation shall remain in effect for one year after filing with the Secretary of State unless the State Water Board determines that it is no longer necessary due to changed conditions or unless the State Water Board renews the regulation due to continued drought conditions, as described in Water Code section 1058.5.
5. The State Water Board directs State Water Board staff to work with the Department of Water Resources and the Save Our Water campaign to disseminate information regarding the emergency regulations.
6. Nothing in the regulation or in the enforcement provisions of the regulation precludes a local agency from exercising its authority to adopt more stringent conservation measures. Local agencies are encouraged to develop their own progressive enforcement practices to promote conservation.

### CERTIFICATION


The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on January 4, 2022.

AYE: Vice Chair Dorene D'Adamo  
Board Member Sean Maguire  
Board Member Laurel Firestone  
Board Member Nichole Morgan

NAY: None

ABSENT: Chair E. Joaquin Esquivel

ABSTAIN: None

  
\_\_\_\_\_  
Jeanine Townsend  
Clerk to the Board

## ADOPTED TEXT OF EMERGENCY REGULATION

### **Title 23. Waters**

#### **Division 3. State Water Resources Control Board and Regional Water Quality Control Boards**

#### **Chapter 3.5. Urban Water Use Efficiency and Conservation**

#### **Article 2. Prevention of Drought Wasteful Water Uses**

#### § 995. Wasteful and Unreasonable Water Uses.

(a) As used in this section:

(1) "Turf" has the same meaning as in section 491.

(2) "Incidental runoff" means unintended amounts (volume) of runoff, such as unintended, minimal overspray from sprinklers that escapes the area of intended use. Water leaving an intended use area is not considered incidental if it is part of the facility or system design, if it is due to excessive application, if it is due to intentional overflow or application, or if it is due to negligence.

(b)(1) To prevent the unreasonable use of water and to promote water conservation, the use of water is prohibited as identified in this subdivision for the following actions:

(A) The application of potable water to outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;

(B) The use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;

(C) The use of potable water for washing sidewalks, driveways, buildings, structures, patios, parking lots, or other hard surfaced areas, except in cases where health and safety are at risk;

(D) The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public;

(E) The use of potable water for decorative fountains or the filling or topping-off of decorative lakes or ponds, with exceptions for those decorative fountains, lakes, or ponds that use pumps to recirculate water and only require refilling to replace evaporative losses;

(F) The application of water to irrigate turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one fourth of one inch of rain. In determining whether measurable rainfall of at least fourth of one inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to the entity undertaking enforcement of this subdivision; and

(G) The use of potable water for irrigation of ornamental turf on public street medians.

(2) Notwithstanding subdivision (b)(1), the use of water is not prohibited by this section to the extent necessary to address an immediate health and safety need. This may include, but is not limited to, the use of potable water in a fountain or water feature when required to be potable because human contact is expected to occur.

(c)(1) To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:

(A) Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;

(B) Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or

(C) Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.

(2) As used in this subdivision:

(A) "Architectural or landscaping guidelines or policies" includes any formal or informal rules other than the governing documents of a common interest development.

(B) "Homeowners' association" means an "association" as defined in section 4080 of the Civil Code.

(C) "Common interest development" has the same meaning as in section 4100 of the Civil Code.

(D) "Community service organization or similar entity" has the same meaning as in section 4110 of the Civil Code.

(E) "Governing documents" has the same meaning as in section 4150 of the Civil Code.

(F) "Separate interest" has the same meaning as in section 4185 of the Civil Code.

(3) If a disciplinary proceeding or other proceeding to enforce a rule in violation of subdivision (c)(1) is initiated, each day the proceeding remains pending shall constitute a separate violation of this regulation.

(d) To prevent the unreasonable use of water and to promote water conservation, any city, county, or city and county is prohibited from imposing a fine under any local maintenance ordinance or other relevant ordinance as prohibited by section 8627.7 of the Government Code.



(e) The taking of any action prohibited in subdivision (b), (c) or (d) is an infraction punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. The fine for the infraction is in addition to, and does not supersede or limit, any other remedies, civil or criminal.

(f) A decision or order issued under this section by the Board or an officer or employee of the Board is subject to reconsideration under article 2 (commencing with section 1122) of chapter 4 of part 1 of division 2 of the Water Code.

Authority: Section 1058.5, Water Code.

References: Article X, Section 2, California Constitution; Sections 4080, 4100, 4110, 4150, 4185, and 4735, Civil Code; Section 8627.7, Government Code; Sections 102, 104, 105, 275, 350, 491, and 1122, Water Code; *Light v. State Water Resources Control Board* (2014) 226 Cal.App.4th 1463; *Stanford Vina Ranch Irrigation Co. v. State of California* (2020) 50 Cal.App.5th 976.

**Drought Stage 1 Regulations, adopted March 1, 2022**  
**Added drought stage 2 regulations, adopted May 24, 2022 (red text)**

## Prohibitions:

1. Applying water to outdoor landscapes that cause more than incidental runoff (e.g., excessive application, negligence, intentional overflow).
2. Washing vehicles without an automatic shut-off nozzle.
3. Washing impervious areas unless it addresses an immediate health and safety need.
4. Using potable water for street cleaning or construction site preparation purposes unless no other method is available (e.g., mixing concrete) or as needed to protect the health and safety of the public.
5. Using/filling/topping off decorative fountains, lakes, or ponds with potable water unless pumps recirculate water.
6. Irrigating turf and ornamental landscapes within 48 hours of measurable rainfall (1/4" of rainfall) - does not apply to trees.
7. Irrigating turf on public medians.
8. **Using potable water to irrigate non-functional turf at commercial, industrial and institutional sites, except to the extent necessary to ensure the health of trees and other perennial non-turf plantings or to the extent necessary to address an immediate health and safety need. For purposes of this prohibition, "non-functional turf" means turf that is solely ornamental and not regularly used for human recreational purposes or for civic or community events, and does not include sports fields, and "commercial, industrial, and institutional" includes homeowners' associations, common interest developments, community service organizations, and other similar entities but does not include the residences of these entities' members or separate interests.**

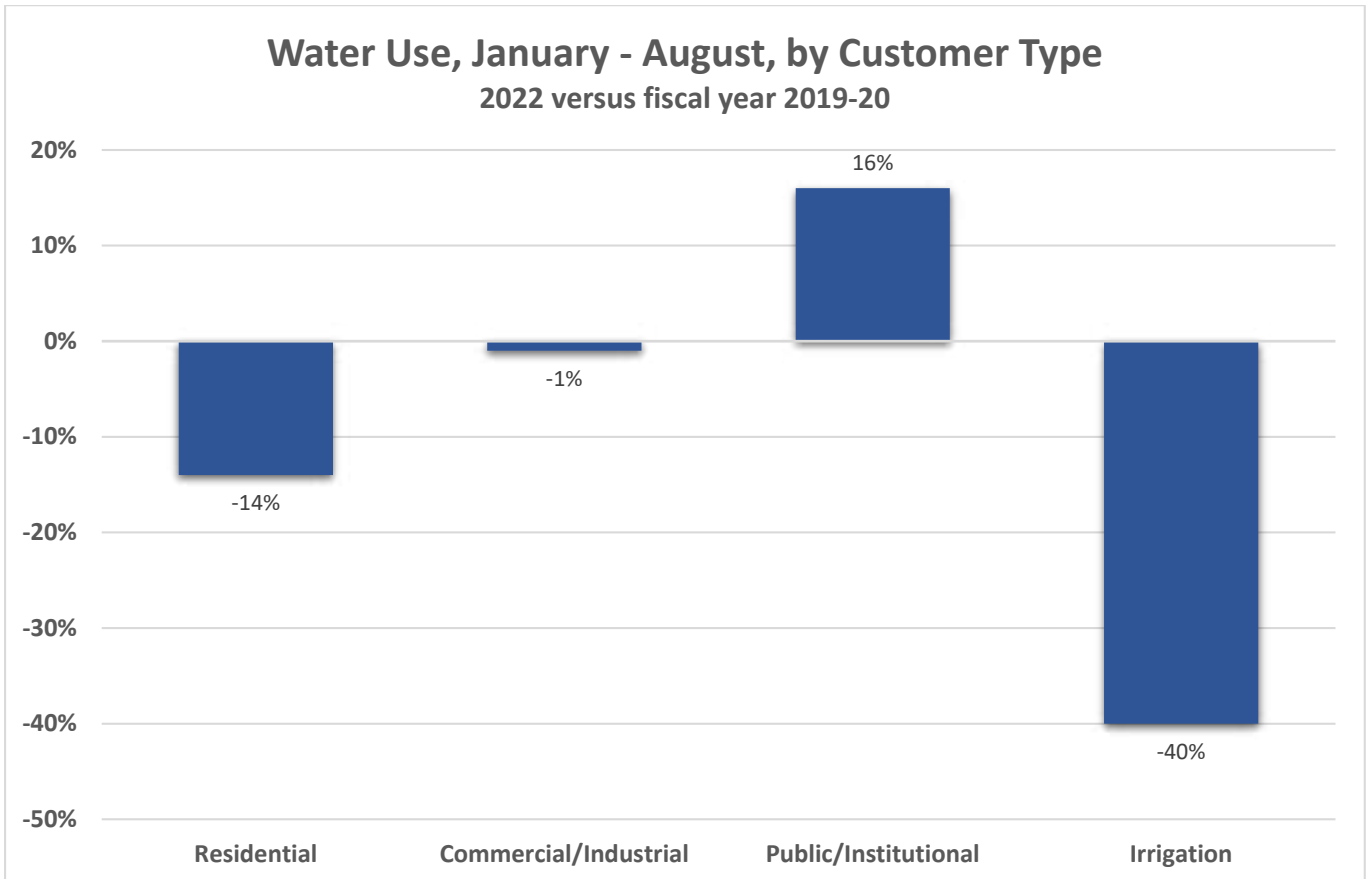
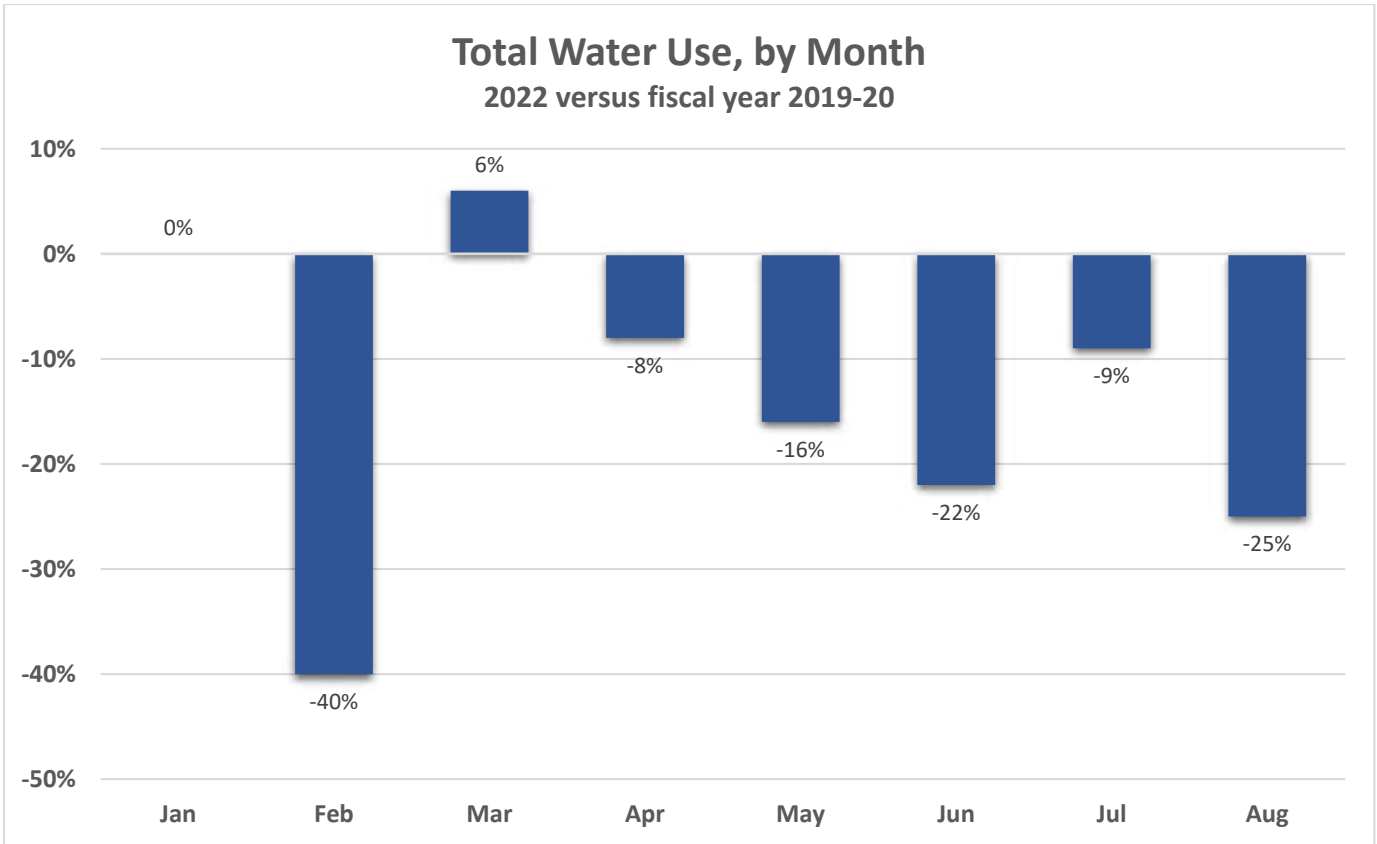
## Additional measures:

9. Hotels and motels shall provide guests an option whether to launder towels and linens daily.
10. Restaurants and other food service operations shall serve water to customers only upon request.
11. Broken or defective plumbing and irrigation systems must be repaired or replaced within a reasonable period, not exceeding seven days.
12. Recreational water features shall be covered when not in use.
13. Newly constructed homes and buildings must irrigate with drip or microspray only.
14. **Irrigating outdoor ornamental landscapes or turf with potable water is limited to no more than two (2) days per week on the following schedule, except for hand watering.**
  - **Odd number street addresses shall irrigate only on Tuesday and Saturday**
  - **Even street addresses and properties without a street address shall irrigation only on Wednesday and Sunday**
  - **Irrigation shall be prohibited during the hours of 8:00 a.m. to 6:00 p.m.**
  - **Exceptions to these restrictions may be granted upon review and approval of a drought response plan by the Public Works Director provided that such plan results in an equivalent or greater reduction in water use.**
15. **Hand watering shall be conducted with a hose fitted with an automatic shut-off nozzle or via some other device that ceases dispensing water immediately when not in use.**

## Drought surcharges for FY2022-23:

- |         |   |
|---------|---|
| Stage 1 | \$0.63 per CCF (was not implemented)              |
| Stage 2 | \$1.40 per CCF (started with July 2022 water use) |

Summary of outreach activities	
Activity	Description
Activity guide	A drought update that outlined stage 2 restrictions was included in the Library and Community Services Fall Activity Guide that was mailed to 24,000 residents.
Annual Water Quality Report	The water quality report, which staff mailed to all households within the MPMW service area in June 2022, included detailed information on water conservation, rebates available, and specific drought stage 2 regulations.
City website	Staff created a webpage providing detailed drought information and an FAQ, and placed a banner at the top of the home page to bring attention to the drought. The City's billing contractor also added a link to the City's drought webpage on their bill payment website.
Digest articles	Staff published five articles on March 14, 2022, April 11, 2022, June 13, 2022, August 2, 2022 and September 19, 2022.
Direct mail - letters	Staff sent letters to specific customer categories including residential, businesses, irrigation, homeowner associations, schools, restaurants, and hotels.
Direct mail – trifold brochure	Staff developed a trifold brochure specifically for drought stage 2 and mailed it to 4,262 customers.
Emails	Staff sent direct emails to 4,262 customers.
Electronic message board	Staff utilized two portable electronic message boards that could be placed near high traffic areas. Each board flashed the messages "severe drought," "help save water," and "menlopark.com/water." In April 2022 one board was placed in Belle Haven near Willow Road/Ivy Drive and the other board was placed on Sand Hill Road near Sharon Heights Shopping Center. In July 2022, the message boards were moved to the Ivy Drive median and near the Willow Road/Middlefield Road intersection.
Public events	Staff attended National Night Out (August 2), the Summer Concert Series (August 26), and Belle Haven Resource Fair (September 24), distributed information in both English and Spanish and answered questions.
Social media posts	Between January 1, 2022 and September 20, 2022, staff published 59 social media posts which were visible in user timelines or feeds 20,247 times (approximately 280 average reach per post) and 498 engagements where users interacted with the content (likes, comments, shares, and saves).
Water bills	Staff included messages directly on customer water bills and created bill inserts for mailed bills.
Water waste reports	Since January 2022, staff has received 34 water waster reports that are followed up by code enforcement, parks maintenance, or water maintenance personnel.
Yard signs	Staff placed signs in City parks and landscape medians that cannot be irrigated due to current restrictions (classified as "non-functional turf").





## STAFF REPORT

### City Council

Meeting Date:

10/11/2022

Staff Report Number:

22-192-CC

Informational Item:

**Menlo Park local hazard mitigation plan annex to the San Mateo County multijurisdictional local hazard mitigation plan update**

### Recommendation

The purpose of this informational item is to provide an update to the public and to the City Council on the work being done in the Menlo Park local hazard mitigation plan (LHMP) annex (Attachment A) to the San Mateo County multijurisdictional LHMP. No City Council action is required.

### Policy Issues

According to Menlo Park Municipal Code Section 2.44.050(5), the City's director of emergency services (e.g., city manager) is empowered to request, contract for, receive, and implement state and federal aid for all types relating to disaster preparedness and relief.

### Background

To comply with the federal mandates in the Disaster Mitigation Act of 2000 (Public Law 106-390) and Menlo Park Municipal Code Section 2.44.050(5), the LHMP is updated every five years. On November 16, 2021, the City Council adopted Resolution No. 6686 (Attachment B) to approve the 2021 San Mateo County multijurisdictional LHMP. The plan is a living document, as awareness of additional hazards develop and new strategies and projects are conceived to offset or prevent loss due to natural hazards, it may be evaluated and revised on an annual basis during the five-year plan timeframe. It is not an emergency response or management plan, but it does identify weaknesses and refocuses emergency response planning. The purpose of it is to make better decision-making to eliminate or reduce current and future risks. At the time of adoption, the City Council requested annual updates on progress to implement the LHMP actions.

The Menlo Park LHMP annex focuses on actions to mitigate flood, earthquake and sea level rise/climate change, which are categorized as "high" risk hazards within the city boundaries. It lists 34 mitigation actions 13 short-term (one to five years), three medium-term (five to 10 years), three long-term (10 years or greater), and 15 ongoing (continual.)

On June 28, 2022, the City Council approved three full-time positions to assist with implementing the LHMP:

- A climate resiliency position to support climate adaption and resiliency project and plans to increase resiliency to negative impacts of climate change;
- An emergency preparedness coordinator to establish a dedicated and expert resource to coordinate with all available partner resources; and
- An associate engineer to coordinate work on SAFER Bay, sea level rise adaption plan implementation.

## Analysis

Section 12.8 of the Menlo Park LHMP annex outlines over 30 action items. Table 1 in Attachment C provides a status of each action. Staff was introduced to Baseline Assessment Tool (BaTool) to manage and track each jurisdiction's mitigation actions. The following section provides the City Council the status of highlighted actions.

- Action MPK-1: Where appropriate, support retro-fitting in high hazard areas and prioritize those structures that have experienced repetitive losses. This may include, but not limited to, an inventory of city structures known to be at seismic risk.
  - The City is conducting a facility condition assessment (FCA.) The scope of work is to assess the conditions of each city-owned building and its components. It also includes analyzing seismic risk, identifying facility projects to be included in the Capital Improvement Program, and scoping out improvements to meet the goals of the City's Climate Action Plan. The assessment will be complete later this year.
- Action MPK-2: Integrate the hazard mitigation plan and CalEnvrioScreen into other plans, ordinances, and programs that dictate land use decisions within the community, including the General Plan Safety Element and Environmental Justice Element.
  - The City is in the process of updating the General Plan Safety Element (part of the combined Open Space/Conservation, Noise and Safety Elements document, adopted May 2013) and preparing a new Environmental Justice Element. City staff and the M-Group, lead consultant for the project (Attachment D), have been drafting the updated and new Elements, conducting community outreach to gather feedback, and preparing the required environmental review. Highlighted actions include:
    - On August 26, 2021, the City held a community meeting to share information about housing equity, environmental justice, and safety issues in Menlo Park and provide an opportunity to receive input from the public. The information provided and feedback received helped form policies for the Housing, Environmental Justice and Safety Elements. The community meeting was conducted with simulcast Spanish interpretation that was paired with a shareable Spanish presentation.
    - On March 22, 2022, the City Council conducted a meeting and approved an amendment to the professional services agreement with the M-Group for the Housing Element Update project, including the addition of Climate Resilient Communities and ChangeLab Solutions to the project team for expanded community outreach for the Safety and Environmental Justice Elements.
    - On April 5, 2022, the City held an in-person and virtual community meeting, facilitated by Climate Resilient Communities and ChangeLab Solutions, to provide a summary of initial findings, including the presentation of Neighborhood Profiles that highlight local pollution burdens and population characteristics. An overview of the LHMP, which assesses hazard vulnerabilities and ways to reduce potential risks, was also presented. Input from the community was received through public comment and live polling. The community meeting was conducted with simulcast Spanish interpretation that was paired with a shareable Spanish presentation.
    - Between May and July 2022, Climate Resilient Communities conducted three focus groups to support community outreach and engagement for the updated/new Elements. The focus groups helped develop community-identified priorities and key issues. In addition, an online and paper survey was completed to encourage Menlo Park residents, particularly Belle Haven residents (78

percent of respondents), to describe the environmental justice and safety issues they experienced firsthand in their communities, with the aim of informing community-centric preparation of goals, policies and programs for the Elements.

City staff anticipates release of the draft Safety Element and draft Environmental Justice Element by the end of the year, complemented by more opportunities for community outreach and feedback.

- Action MPK-5: Continue to participate in Tree City USA, CRS, BCEGS, and maintain good standing and compliance under the National Flood Insurance Program (NFIP)
  - In 2021, the City celebrated its 23rd year of being a Tree City USA by planting three valley oaks (*Quercus lobata*) and one western redbud (*Cercis occidentalis*.) The City was also recognized for seven years of demonstrating a higher level of tree care and community engagement as a member of the Arbor Day Foundation's "Growth" group.
  - In 2020, the City of Menlo Park received Building Code Effectiveness Grading Schedule (BCEGS) Class 3 for single- and two-family dwellings and Class 3 for all other construction (Class 1 being the highest score and Class 10 being the lowest.) This is a significant achievement that reflects the City's ongoing dedication for community development that is safe and supportive of Menlo Park's outstanding quality of life. The next evaluation will be in 2025.
  - Menlo Park's current community rating system (CRS) is eight, which means property owners in flood zones A/AE and X are subject to a 10 percent discount and five percent discount, respectively, on flood insurance premiums. The City received its annual progress report July 14, 2022.
- Action MPK-6: Develop a Disaster Debris Management Plan
  - The County of San Mateo (County) – Local Jurisdictions Annex (Annex) provides a comprehensive framework for management of debris for the cities and towns in the County following a disaster. It addresses the roles and responsibilities of municipal, county, state and federal government organizations as well as private firms and non-governmental organizations that might have a role in debris operations. The Annex will continue to evolve, responding to lessons learned from actual disaster and emergency experiences, ongoing planning efforts, training and exercise activities, state and federal guidance.

The purpose of this plan is to provide a framework for how disaster debris operations will be managed by cities and towns in the County. The intent of this plan is to:

- Establish coordinated debris management operations, including debris removal, reduction, recycling, haul-out, final disposal and documentation;
- Provide a debris management organization for each of the jurisdictions;
- Identify the roles and responsibilities of departments and agencies with a role in response; and
- Describe the resource management strategy for debris operations.

The plan was completed in December 2021. The County hosted debris management training in June 2022 in which city staff also participated.

- Action MPK-9 and MPK-14: Continue to coordinate with the San Francisquito Creek Joint Powers Authority on San Francisquito Creek and SAFER Bay flood control projects; and Continue to participate with the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) on flood control



projects.

- Coordination with both San Francisquito Creek Joint Powers Authority and OneShoreline has continued on a regular basis throughout the past year.
  - San Francisquito Creek JPA released the notice of preparation, to begin the environmental review process, for SAFER Bay in May 2022 and compiled public comments through June 25, 2022. Community engagement began, including development of a citizen’s advisory group.
  - Annual San Francisquito Creek cleanup efforts were held in September to remove debris from the creek prior to the winter season.
  - Detailed design work has continued on the Reach 2 segment of the San Francisquito Creek flood control project, including the Pope-Chaucer bridge replacement.
- Ongoing engagement with OneShoreline has included coordination on construction (now complete) of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project, and the City’s Bedwell Bayfront Park entrance project, which includes beautification and pedestrian and bicycle access improvements to the park entrance at Marsh Road. Additionally, ongoing coordination is occurring to secure additional funding for sea level rise protection of Bedwell Bayfront Park, the closed landfill at the site and West Bay Sanitary Districts’ facilities located at the northern edge of Bedwell Bayfront Park.
- Action MPK-10: Continue to coordinate with the California Coastal Conservancy and the U.S. Fish & Wildlife Service on the South Bay Salt Pond Restoration Project.
  - Construction activities for the water control structures, grading, levees, and preparation for habitat restoration is nearly complete, and are expected to be finished by mid-to-late November. A celebratory event to breach one of the ponds with tidal flows from the bay is tentatively planned for early December. Recreation facilities including the public access trail and viewing area construction are expected to be complete by mid-2023.
- Action MPK-11: Upgrade the Chrysler Pump Station
  - This project involves the design and construction of a new Chrysler Stormwater Pump Station. The existing facility was originally built in 1958 and has reached the end of its useful life. The improved facility will provide flood protection to sections of the Bayfront area, which include the Menlo Gateway buildings and a part of the Meta (formerly Facebook) Campus site. The City has been awarded a grant from the Federal Emergency Management Agency (FEMA,) which would reimburse the City for \$5 million toward the general capital fund.

As of October 11, the public project bidding has been completed. Staff plans to return to City Council in November for the next action. Construction is anticipated to begin in 2023.

- Action MPK-24: Upgrade infrastructure in the Menlo Park Municipal Water service area to meet fire flow demands.
  - In 2018, the City adopted the Water System Master Plan and it identifies six locations within the Menlo Park Municipal Water service area from a hydraulic analysis that needs improvements to address fire flow deficiencies. These improvements are marked as high priorities to improve system resiliency, provide more system operational reliability and flexibility, and address aging equipment. The importance of fire flow is the ability to provide the fire department with sufficient water supply during an emergency. Two of the six locations have been completed; whereas, the remaining four

locations have not started yet.

- Action MPK-25: Build water interconnections to provide alternative emergency water supply sources.
  - The City has worked on two water interconnection projects in partnership with California Water (CalWater) Services as part of the Water System Master Plan Capital Improvements.
    - The first project was to establish a portable water interconnection (hydrants-to-hydrants) with CalWater on Sand Hill Road at the access driveway to the city's reservoirs to increase fire protection for local residents. As a result, both water service providers would be able to access each others extra water supply in an event of a fire. This project was completed in summer 2022.
    - The second project installs a metered interconnect between the Menlo Park Municipal Water system and Cal Water system at Alma Street The project will also replace the water main back to the San Francisco Public Utilities Commission connection near 500 El Camino Real as part of the Middle Avenue Caltrain pedestrian/bicycle crossing. Project assumes an estimated 2,000 linear foot of 12-inch pipeline, with a portion within a new pedestrian tunnel, and meter within a vault. This interconnection will improve emergency supply reliability. This project is still in design.
  - The City will install a metered interconnect between the Menlo Park Municipal Water system and City of Palo Alto Water system at the Pope-Chaucer bridge, which is set to be reconstructed as part of the San Francisquito Creek flood improvements project. The project is still in design.
- Action MPK-33: Complete construction for the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project.
  - The project involved the design of an underground structure to route stormflows from the Bayfront Canal and Atherton Channel to the Ravenswood Complex Ponds S5 and R5, which were parts of the South Bay Salt Pond Restoration Project. The ponds are used for stormwater detention and would mitigate flooding in the cities of Menlo Park and Redwood City and San Mateo County. The project was developed through a collaborative effort between the City, Redwood City, San Mateo County and the Town of Atherton. This project was substantially completed in spring 2022.

### **Impact on City Resources**

There is no impact on City resources.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA.) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment. However, as future mitigation action projects are developed, they will be individually reviewed by staff to determine if they are deemed a "project" under CEQA.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

## Attachments

- A. Hyperlink – City of Menlo Park LHMP:  
[beta.menlopark.org/files/sharedassets/public/police/documents/emergency-preparedness/menlo-park-annex-excerpt-from-2021-multijurisdictional-local-hazard-mitigation-plan.pdf](https://beta.menlopark.org/files/sharedassets/public/police/documents/emergency-preparedness/menlo-park-annex-excerpt-from-2021-multijurisdictional-local-hazard-mitigation-plan.pdf)
- B. Resolution No. 6686
- C. Table summarizing local hazard mitigation action plan progress
- D. Hyperlink – Housing Element Update webpage: [beta.menlopark.org/housingelement](https://beta.menlopark.org/housingelement)

Report prepared by:

Joanna Chen, Management Analyst II

Report reviewed by:

Brian Henry, Assistant Public Works Director

**RESOLUTION NO. 6686**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AUTHORIZING THE ADOPTION OF THE 2021 SAN MATEO COUNTY  
MULTIJURISDICTIONAL LOCAL HAZARD MITIGATION PLAN**

WHEREAS, all of San Mateo County has exposure to natural hazards that increase the risk to life, property, environment, and the economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post-disaster hazard mitigation programs; and

WHEREAS, a coalition of San Mateo County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partner’s identified capabilities within the San Mateo County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating, and revising this strategy.

NOW, THEREFORE, BE IT RESOLVED, by the Menlo Park City Council that the City Council:

- Adopts Volume I and Volume II – City of Menlo Park specific annex, of the San Mateo County Local Multijurisdictional Local Hazard Mitigation Plan.
- Will use the adopted and approved portions of the Local Hazard Mitigation Plan to guide pre- and post-disaster mitigation of the hazards identified.
- Will coordinate the strategies identified in the Local Hazard Mitigation Plan with other planning programs and mechanisms under its jurisdictional authority.
- Will continue its support of the on-going countywide mitigation efforts and continue to participate in the Planning Partnership as described by the Local Hazard Mitigation Plan.
- Will help to promote and support the mitigation successes of all Planning Partners.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council resolution was duly and regularly passed and adopted at a meeting by said City Council on the sixteenth day of November, 2021 by the following vote:

AYES: Combs, Mueller, Nash, Taylor

NOES: None

ABSENT: Wolosin

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this tenth day of December, 2021.



Judi A. Herren, City Clerk

Table 1: Local hazard mitigation action plan progress				
Action item	Project description	Implementation priority	Adopted 2021 Council priority	Status
MPK-1	Where appropriate, support retro-fitting in high hazard areas and prioritize those structures that have experienced repetitive losses. This may include, but not limited to, an inventory of city structures known to be at seismic risk.	Medium		Ongoing
MPK-2	Integrate the hazard mitigation plan and CalEnvrioScreen into other plans, ordinances, and programs that dictate land use decisions within the community, including the General Plan Safety Element and Environmental Justice Element.	High	04. 2022 housing element	Ongoing
MPK-3	Integrate the hazard mitigation plan into other plans and programs that support infrastructure investments, such as the capital improvement program	High		Ongoing
MPK-4	Support the County-wide initiatives and actively participate in the plan maintenance protocols outlined in Volume I of the hazard mitigation plan.	High		Ongoing
MPK-5	Continue to participate in Tree City USA, CRS, BCEGS, and maintain good standing and compliance under the National Flood Insurance Program (NFIP).	High		Ongoing
MPK-6	Develop a pre- and post-disaster recovery plan, post-earthquake operation plan, and debris management plan to follow FEMA guidelines.	Medium		Ongoing
MPK-7	Develop mitigation controls (continuity of government plans) and ensure force protection measures are in place in relation to vulnerable critical facilities within the city (e.g., police stations, fire stations, emergency operation center, City Hall, emergency shelters, etc.)	Medium		Ongoing
MPK-8	Implement maintenance and storm preparedness plans.	High		Ongoing
MPK-9	Continue to coordinate with the San Francisquito Creek Joint Powers Authority on San Francisquito Creek and SAFER Bay flood control projects.	High	17. CAP #6a - SAFER Bay	Ongoing
MPK-10	Continue to coordinate with the California Coastal Conservancy and the U.S. Fish & Wildlife Service on the South Bay Salt Pond Restoration Project.	High	16. CAP #6 - Develop a climate adaptation plan	Ongoing
MPK-11	Upgrade the Chrysler Pump Station to improve flood protection in the Bayfront Area.	High		Ongoing
MPK-12	Produce hazards maps that take into account the impacts of flooding due to climate change.	High		Complete
MPK-13	Prepare a climate adaption and resiliency plan.	Medium	16. CAP #6	Not yet started

**Table 1: Local hazard mitigation action plan progress**

Action item	Project description	Implementation priority	Adopted 2021 Council priority	Status
MPK-14	Continue to participate with the San Mateo County Flood and Sea Level Rise Resiliency District on flood control projects	High	16. CAP #6	Ongoing
MPK-15	Develop a program for maintaining and replacing the emergency generators at critical facilities.	Low	15. CAP #5 - Eliminate fossil fuels from municipal operations	Ongoing
MPK-16	Provide incentives for eligible non-profits and private entities, including homeowners, to adapt to risks through structural and nonstructural retrofitting.	Low		Not yet started
MPK-17	Update the City's stormwater master plan to identify areas vulnerable to localized flooding and identify capital projects to mitigate those areas.	High		Ongoing
MPK-18	Develop a shoreline management plan to protect coastline from soil erosion and enhance the coastline with trails, parks, and wildlife refuge.	Medium		Not yet started
MPK-19	Review and update the City's 2014 Emergency Operation Plan.	Medium		Not yet started
MPK-20	Provide training opportunities for City staff to be certified floodplain managers.	Medium		Ongoing
MPK-21	Provide education to community members and City staff about the City's 2030 Climate Action Plan goals and present strategies to achieve those goals.	Medium		Ongoing
MPK-22	Develop an emergency water storage and supply project.	High		Ongoing
MPK-23	Replace the roof on Reservoir 2.	High		Ongoing
MPK-24	Plan, design, and implement the water infrastructure improvements recommended in the Water System Master Plan.	High		Ongoing
MPK-25	Begin water interconnection projects would provide alternative emergency water supply sources.	High		3 completed/in progress
MPK-26	Incorporate consideration of the FEMA 100-year tide and sea level rise data and climate change-driven extreme storms into land use planning and shoreline development.	High	16. CAP #6	Ongoing
MPK-27	Continue to identify and plan upgrades of utility systems, equipment, and critical facilities.	High	16. CAP #6	Ongoing
MPK-28	Support green infrastructure projects that enhance resiliency to natural disasters and incorporate green design elements into hazard mitigation projects where feasible.	High	16. CAP #6	Ongoing



**Table 1: Local hazard mitigation action plan progress**

Action item	Project description	Implementation priority	Adopted 2021 Council priority	Status
MPK-29	Identify and pursue strategies to enhance recycled water infrastructure planning/implementation in the vicinity of FSLRRD projects.	High	16. CAP #6	Ongoing
MPK-30	Improve community response to flood emergencies in various ways.	High	16. CAP #6	Ongoing
MPK-31	Develop Emergency Action Plans for Bayfront Canal and Atherton Channel.	High	16. CAP #6	In progress
MPK-32	Advance long-term resilience to sea level rise and extreme storms for the communities and critical assets along the San Francisco Bay shoreline south of Whipple Avenue to Marsh Road.	Medium	16. CAP #6	Ongoing
MPK-33	Complete construction and oversee ongoing operation, maintenance, and mitigation efforts for the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project.	High	16. CAP #6	Complete
MPK-34	Advance long-term resilience to sea level rise and extreme storms for the communities and critical assets adjacent to the San Francisquito Creek and nearby areas of the shoreline with the Cities of Menlo Park and East Palo Alto	High	16. CAP #6	Ongoing