NOTICE OF MEETING
INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON
TUESDAY, JUNE 17, 2025 - 9:00 AM
CITY HALL - ROOM 204
823 ROSENBERG, GALVESTON, TEXAS
409.797.3510

REGULAR MEETING AGENDA

I. Declaration Of A Quorum

II. Roll Call

III. Conflict of Interest Declaration

IV. Consider Approval Of Meeting Minutes

IV.A Draft Minutes - May 19, 2025

V. Public Comment On Agenda Items

VI. Beach Silo - Project Consideration

VI.A Discuss and Consider for Approval a Resolution of the Board of Directors of the Industrial Development Corporation of the City of Galveston Approving Beach Erosion and Remediation Crew Project in the amount of $750,000 for first year and $500,000 annually thereafter.

VI.B Discuss and Consider for Approval an Economic Development Agreement between the City of Galveston and the Industrial Development Corporation of the City of Galveston Approving Beach Erosion and Remediation Crew Project in the amount of $750,000 for first year and $500,000 annually thereafter.

VII. Administrative Matters

VII.A Discuss and Consider Engaging Outside Legal Services to support City Staff. (T.Fanning)

VII.B Discuss and Receive Update on Expenses, Available Funds, Forecasts and Investments.

1. Receive an Update on Sandhill Crane Soccer Complex and Consider an Equipment Expenditure for a Specialized Mower in the amount of $75,000.

2. Discuss and Receive an Update on the allocation of funds for Shield Park.

VII.C Discuss and Receive an Update on Current or Completed IDC Projects (M. Hay)

VII.D Discuss and Receive Update FY25 Calendar. (M. Hay)

VIII. Request Agenda Items For Future Meetings

IX. Adjournment

I certify that the above Notice of Meeting was posted in a place convenient to the public in compliance with Chapter 551 of the Texas Government Code on 06/12/2025 at 04:30 PM

Michele Hay, Economic Development Coordinator

Please note: Members of the City Council may be attending and participating in the discussion.
IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN THREE (3) DAYS PRIOR TO ANY PROCEEDING, CONTACT THE CITY SECRETARY'S OFFICE, SUITE 201, 823 ROSENBERG, GALVESTON, TEXAS 77550 (409-797-3510).

One or more members of the Industrial Development Corporation may attend the meeting by videoconference. A quorum of the members of the Corporation will be physically present at the meeting location.

MINUTES OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON
REGULAR MEETING - MAY 19, 2025

5/19/2025 - Industrial Development Corporation Minutes

I. Declaration Of A Quorum

Mayor Brown declared a quorum and called the meeting to order at 9:00 a.m.

II. Roll Call

Present: Board Member Craig Brown (Mayor); Board Member Marie Robb (Mayor Pro Tem); Board Member Sharon Lewis (City Council); Board Member Alex Porretto (City Council); Board Member Keith Basset (Galveston Chamber of Commerce); and Bill Coltzer (Galveston Economic Development Partnership).

Absent: Jason Hardcastle (Park Board of Trustees).

III. Conflict of Interest Declaration

No conflicts of interests were declared.

IV. Consider Approval Of Meeting Minutes

IV.A April 1, 2025 Meeting Minutes

Board Member Porretto made a motion to approve the April 1, 2025 meeting minutes, with Board Member Brown seconding the motion. The motion passed 5-0; Board Member Robb was not in the room for the vote.

V. Public Comment On Agenda Items

There were no public comments on agenda items.

VI. Public Hearings - ED Silo

VI.A Public Hearing and Potential Changes to the Economic Development Agreement between the City of Galveston and the Industrial Development Corporation for additional funding for the City of Galveston's Local Share Funding Requirement for the Pelican Island Bridge Replacement Project, in the amount of $2,000,000.

The public hearing was opened and closed at 9:02 a.m. No comments were received for this agenda item.

VII. Beach Silo - Financial Forecast and Project Consideration

Coastal Resources Manager Kyle Clark presented current and potential beach projects, including:

VII.A Update on Financial Forecast – Beach Silo, 5-Year Funding Plan (B. Cook)

Assistant City Manager Brandon Cook discussed with the board an update on the Financial Forecast - Beach Silo, 5-Year Funding Plan.

VII.B Discuss and Give Staff Direction on current and potential Beach projects (K. Clark)

Coastal Resources Manager Kyle Clark discussed with the board an update on current and upcoming beach silo projects, specifically those on the West End:

1. West End Beach Nourishment Projects

- **USACE Project (CAP 204):**
  - Beach nourishment using dredged sand from the Houston Ship Channel.
  - Focused on ~2 miles of the West End (near Spanish Grant).
  - Funded by a $10M USACE contribution and a $10M GLO grant for additional costs; this is not an IDC-funded project.
  - Project start anticipated in August–September 2025.

- **Park Board Project (8–13 Mile Road):**
  - Led by Park Board and GLO.
  - Awaiting regulatory and sand source permits.
  - Engineering plans expected to be ~90% complete by June.
  - Will follow the CAP 4 project in the same region (~5 miles nourished total).

2. Future Projects & Maintenance Needs

- **Additional Projects:**
  - Park Board working on Dellanera Breakwater improvements.
  - Regulatory permit amendments in progress for dune and beach restoration/nourishment projects along Seawall and west of Seawall to San Luis Pass.

- **Pirates Beach Drainage Engineering and Design:**
  - $5M GLO "Project of Special Merit" grant proposal to improve stormwater flow and reduce erosion

- **New Beach Erosion and Remediation Crew Proposal:**
    - Suggested forming a dedicated crew for sand cleanup and beach access maintenance (especially on the West End).
    - Rationale: Public Works is overstretched; frequent sand buildup after high tide/storms.
    - Could reduce erosion, improve access, and reuse displaced beach sand.

3. Funding & Legal Concerns

- **IDC Beach Silo Use:**
    - Discussion on whether the new crew qualifies under IDC's "beach silo" use.
    - Need for a legal opinion to clarify eligibility, especially around:
        - Routine maintenance vs. storm recovery
        - Use of IDC funds for personnel and equipment
        - Definitions in the original sales tax authorization language

- **Operational Details:**
    - Proposal includes using vacant positions under a hiring freeze.
    - Staff would be billed against beach silo only when doing beach-specific work.
    - Estimated cost for new survey work on nourished beaches: ~$60K/year.

4. Next Steps

- **Legal Review:**
    - Outside legal counsel to confirm if the crew/equipment costs qualify under beach silo funding.
    - Include review of equipment purchase rules across funding categories.

- **Next IDC Meeting:**
    - Expected formalization of the beach maintenance crew proposal.
    - Presentation of legal opinion and updated budget considerations.

VIII. Administrative Matters

VIII.A Discuss And Receive Update On Expenses, Available Funds, Forecasts And Investments.

Assistant City Manager Brandon Cook reported that March sales tax receipts totaled $3 million, marking a 12.87% increase over March 2024. The year-to-date total is $14.61 million, up 7.31% from the previous year.

VIII.B Discuss and Consider Approving a Resolution Amending the Total Operating Budget for the City of Galveston Industrial Development Corporation for fiscal

year ending September 30, 2025, increasing various budget accounts in the amount of One Million, Three Hundred Sixty- Four Thousand, Five Hundred Seventy-Five Dollars ($1,364,575.00) to adjust and properly record expenses for debt service payments related to the 2024 Certificate of Obligation Bonds issued for the 14th Street and South Shore Drive Pump Station Project.

Board Member Brown made a motion to approve the Resolution amending the total operating budget in the amount of $1,364,575.00 to adjust and properly record expenses for debt service payments related to the 2024 Certificate of Obligation Bonds issued for the 14th Street and South Shore Drive Pump Station Project, with Board Member Lewis seconding the motion. Unanimously approved by those present.

VIII.C Discuss and Consider annually accruing funds in the Parks Silo for Shield Park improvements (C. Brown/S.Lewis)

Board Member Porretto made a motion to move the amount accrued to $100,000 at least for FY 2026 and continue reviewing numbers for estimated sales tax coming in, adjusting lower or higher for continual years, and directing staff to look at options to fund the entire $1.2 million to fund the entire cost of remediation. Board Member Bassett seconded the motion. Unanimously approved by those present. Board Member Coltzer suggested bringing in a consultant to review and interpret the Shield Park report.

VIII.D Discuss and Consider annually accruing funds in the Economic Development Silo for Business Incentive Grants and developing a policy and program guidelines to administer such. (M. Robb/K. Bassett)

Board Member Porretto made a motion to increase the annual accrual of funds for the business incentive program in the Economic Development Silo from $100,000 to $250,000, with formal policy and program guidelines coming to the board in four months. Board Member Robb seconded the motion. Unanimously approved.

VIII.E Discuss and Consider Engaging Outside Legal Services to support City Staff (T.Fanning)

Assistant City Attorney Trevor Fanning discussed with the board two options for hiring outside legal counsel services to support City Staff with economic development issues, policy reviews, and specific legal questions. Further research will be conducted and staff will return with a recommendation at the next meeting.

VIII.F Discuss and Receive Update on Current or Completed IDC Projects (M. Hay)

Economic Development Coordinator Michele Hay reported that the Sandhill Crane Soccer Complex is at 90% completion. A grand opening will be held in June.

VIII.G Discuss and Receive Update FY25 Calendar. (M. Hay)

The next meeting will be held on June 17th at 8:00 a.m.

IX. Request Agenda Items For Future Meetings

Mayor Brown suggested that more individuals are needed for the concrete crews that are paid with IDC funds. He added that there is currently a nine-month waiting period for

sidewalk installation. The board requested an update at the next meeting.

X. Adjournment

The meeting was adjourned at 10:40 a.m.

Janelle Williams, City Secretary
Date Approved;

RESOLUTION NO. 25-___

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON APPROVING FUNDING TO THE CITY OF GALVESTON FOR THE BEACH EROSIONS AND REMEDIATION CREW PROJECT

* * * * * * * *

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON:

Section 1. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby find that the expenditure is required and suitable for beach sand remediation necessary to promote or develop new or expanded business enterprises as set forth in Section 501.103 of the Texas Local Government Code.

Section 2. The Board of Directors of the Industrial Development Corporation of the City of Galveston ("IDC") does hereby approve the following described project: The City of Galveston (the "City") will purchase equipment and hire personnel necessary for a four man work crew dedicated to remediating beach sand eroded from the beach (hereinafter "Beach Erosion and Remediation Crew Project") within the City of Galveston in accordance with the Coastal Resources Staff Report dated _____________, 2025 attached hereto as Exhibit A and incorporated herein for all purposes.

Section 3. The Board of Directors of the Industrial Development Corporation of the City of Galveston does hereby fund the Beach Erosion and Remediation Crew Project.

Section 4. The estimated amount of expenditures for the project in Fiscal Year 2025 is Seven Hundred and Fifty Thousand Dollars and no cents ($750,000.00) plus costs. The estimated amount of expenditures for the project each year thereafter is Five Hundred Thousand Dollars and no cents ($500,000) plus costs.

Section 5. A public hearing before the Industrial Development Corporation of the City of Galveston is hereby called regarding the proposed Project. Said public hearing shall be held at 9:00 o'clock a.m., on July 8, 2025, at City Hall 823 Rosenberg Room 204 Galveston, Texas.

Section 6. A notice of such public hearing to be published in a newspaper of general circulation within the City of Galveston, Texas, in the form attached hereto as Exhibit "B."

PASSED, APPROVED, AND RESOLVED on this __ day of ___________ 2025.

____
Craig Brown, President
Board of Directors

ATTEST:

____
Alex Porretto, Secretary
Board of Directors

APPROVED AS TO FORM:

____
Trevor Fanning
Counsel for the Corporation

Exhibit "A"

PUBLIC WORKS & UTILITIES STAFF REPORT

Exhibit "B"

INDUSTRIAL DEVELOPMENT CORPORATION OF THE CITY OF GALVESTON NOTICE OF PROJECT AND NOTICE OF PUBLIC HEARING

The Industrial Development Corporation of the City of Galveston hereby gives notice pursuant to Section 505.159 of the Texas Local Government Code that the Corporation has adopted, as a project the following:

The City of Galveston, Texas will acquire equipment and personnel necessary for a four man work crew to remediate beach sand.

The estimated amount of expenditures for the project is Seven Hundred Thousand Dollars and no cents ($750,000.00) plus costs in fiscal year 2025, and Five Hundred Thousand Dollars and no cents ($500,000.00) each subsequent year it is renewed.

The Corporation hereby gives notice that it will conduct a public hearing to solicit citizen input on the proposed Project. The public hearing shall be held at 9:00 o'clock a.m., on July ___, 2025, at City Hall 823 Rosenberg Room 204 Galveston, Texas. Interested citizens are invited to attend and will be given an opportunity to be heard.

Kyle Clark, Coastal Resources Manager
kclark@galvestontx.gov | Office Number: (409) 797-3563 | www.galvestontx.gov

Date June 17, 2025

To: Honorable Mayor and Industrial Development Corporation (IDC) Members

From: Kyle Clark
Coastal Resources Manager
Development Services Department

Project Location: Galveston Island Beaches

Project: Beach Erosion and Remediation Crew

Request:

Consider for approval an agreement between the City of Galveston and the Industrial Development Corporation (IDC) for an initial amount of $750,000.00 and recurring annual expenditures of $500,000.00 for the creation and operation of a Beach Erosion and Remediation Crew.

The initial IDC amount will be used for the purchase of required equipment and materials. The Recurring annual expenditure will be utilized for staff salary and supplies for beach remediation activities.

Prior IDC Action

This proposal was heard by IDC on May 19, 2025, as part of the discussion and update from staff on ongoing Beach Silo projects.

Background

The City of Galveston is proposing to establish a dedicated Beach Erosion and Remediation Crew (BERC). The BERC would be comprised of a four-member crew responsible for conducting activities for beach remediation.

Kyle Clark, Coastal Resources Manager
kclark@galvestontx.gov | Office Number: (409) 797-3563 | www.galvestontx.gov

The initial $750,000.00 would be utilized to cover the purchase of the following equipment:

- Front end loader
- Tandem dump truck (with tow setup)
- Crew cab pickup truck
- Skid steer (with bucket and auger attachments)
- Trailer

Some of the duties of the BERC would include the following activities:

- Removal of sand (displaced by storm, high tide, and dry condition events) from public streets and beach access entrances. Sand will be sifted and replaced on designated dune restoration areas.
- Installation of sand fencing and native plantings for dune restoration.
- Installation of bollards in designated protection or planting zones. BERC will also be responsible for reinstalling bollards that are damaged by storm or high tide events to prohibit vehicular access to protected dune areas.

These duties are explicitly related to projects for the remediation of beaches along Galveston Island.

All work performed by the BERC will be tracked and documented monthly to ensure that expenses are tied directly to IDC Beach Silo beach remediation activities and non-beach remediation activities are charged to the IDC Beach Silo.

Kyle Clark, Coastal Resources Manager
kclark@galvestontx.gov | Office Number: (409) 797-3563 | www.galvestontx.gov

Fiscal Impact Report

Funding Source	Amount
IDC Beach Silo Funds (Initial Cost)	**$750,000.00**
IDC Beach Silo Funds (Recurring Annual Cost)	**$500,000.00**

Alternatives in order of Priority

A. Approve the initial $750,00.00 and recurring annual $500,000.00 request for the creation and operation of the BERC.

B. Do not approve the initial $750,00.00 and recurring annual $500,000.00 request for the creation and operation of the BERC.

C. Recommendation

Approve the initial $750,00.00 and recurring annual $500,000.00 request for the creation and operation of the BERC.

Request for New IDC Projects

Beach Erosion and Remediation Crew

4-member dedicated crew

- Duties
    - Removal of sand from streets and replacement on beach
    - Maintenance of damaged streets from high tides and storms (removal of sand, sifting, placing on beach, grading, reinstall bollards)
    - Removal of sand from drive on beach accesses and placed on dunes for restorations
    - Installation of sand fencing
    - Installation of bollards for areas (around dunes at drive on beach accesses, planting areas, mitigation areas, etc.)
    - Plantings

Request for New IDC Projects

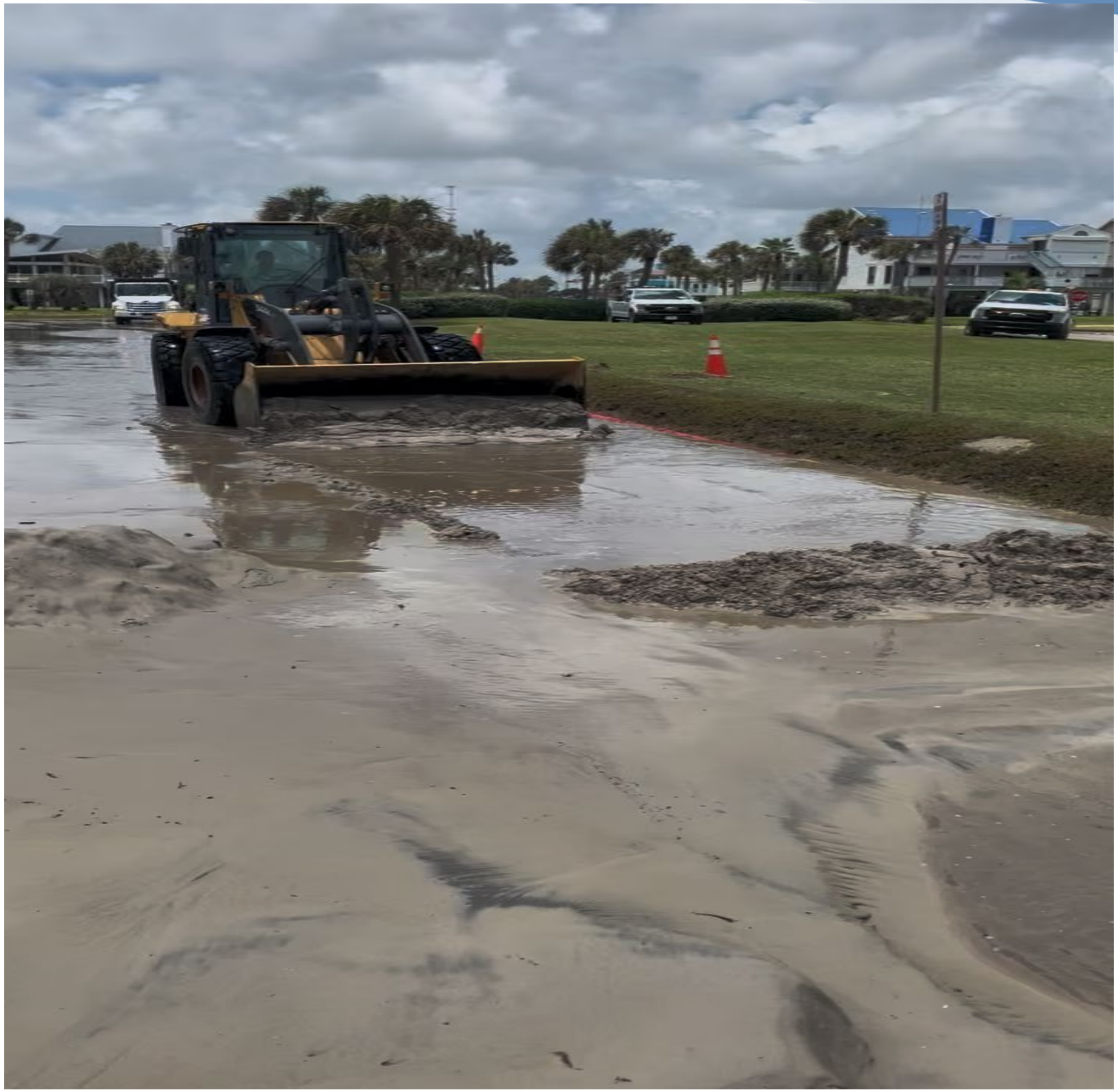
Beach Erosion and Remediation Crew, cont.

- Equipment Needs: $ 625,000
  - Front end loader
  - Tandem Dump Truck
  - Crew Cab Pickup
  - Skid Steer
  - Trailer

- Materials needed: $ 260,000
  - Sand Fencing
  - Miscellaneous supplies for installation
- Labor Costs (wages & benefits): $ 240,000
  - 1 Crew leader
  - 2 Street Technicians
  - 1 Street Technicians

FY25 funding $750,000 for seed funding (Equipment & partial Materials)

Subsequent FY, funding $500,000 for Crew and Materials



Example of the typical efforts by City crew to remove sand from neighborhood streets along the west end beachfront.

This occurrence happens quite frequently, especially after weather events, but also with high tides.

Legislation governing IDC Projects: Local Govt Code Ch. 501.103

Beach Silo Projects

Sec. 501.103. CERTAIN INFRASTRUCTURE IMPROVEMENT PROJECTS. In this subtitle, "project" includes expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to:

(1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements;

(2) telecommunications and Internet improvements; or

(3) beach remediation along the Gulf of Mexico.

Added by Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. 2278), Sec. 3.01, eff. April 1, 2009.

ECONOMIC DEVELOPMENT GRANT AGREEMENT
BETWEEN THE CITY OF GALVESTON, TEXAS
AND
THE INDUSTRIAL DEVELOPMENT CORPORATION
OF THE CITY OF GALVESTON, TEXAS

This Agreement is entered into this _____ day of _______, 2025, by and between the City of Galveston, Texas, a home rule municipal corporation (the "CITY"), and the Industrial Development Corporation of the City of Galveston, Texas (the "IDC"), a Texas nonprofit corporation established pursuant to the Development Corporation Act of 1979 and now codified in Chapters 501, 502, and 505 of the Texas Local Government Code (hereafter referred to as the "Act").

WITNESSETH:

WHEREAS, pursuant to the Act, the IDC is authorized to provide funding relating to projects that the IDC finds to be encompassed within the definition of "Projects," as that word is defined by Chapters 501 and 505 of the Act; and

WHEREAS, the IDC finds that it is expedient to contract with the City of Galveston to implement and administer many of the projects that it funds; and

WHEREAS, the IDC determines that it is in the best interest of the corporation to have a Master contract form with the City of Galveston to implement and administer certain projects; and

WHEREAS, the Act requires that each project have an individual performance agreement with certain mandatory requirement; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston that mandates certain terms and conditions complies with the Act when the form mandates the inclusion of the language required by the Act; and

WHEREAS, the IDC has determined that a master contract form with the City of Galveston is in keeping with the mission of IDC; and

WHEREAS, the CITY and the IDC agree that the form for each performance agreement between the IDC and the CITY will contain the terms, or similar terms, set forth below; and

WHEREAS, the CITY and the IDC agree that the approval of a project by CITY and IDC that CITY will administer and implement includes the approval of a performance agreement between the IDC and the CITY that will contain the terms, or similar terms set forth below.

NOW, THEREFORE, for and in consideration of the recitals set forth above and the promises made herein, IDC and the CITY contract as follows:

ARTICLE I.
IDC'S OBLIGATIONS

Subject to the terms and conditions set forth in Article II hereof, upon execution of this Agreement, the IDC will provide a grant to the CITY as follows:

The IDC agrees to pay to the City of Galveston Seven Hundred and Fifty Thousand and No/100 Dollars ($750,000.00) plus costs for the first year of funding, and Five Hundred Thousand and No/100 Dollars ($500,000.00) plus costs for each subsequent year for the following activities to be performed within the City of Galveston, Texas:

> The Fiscal Year 2025 seed funding for a four man work crew for equipment and materials dedicated to the removal of sand from public streets and return placement on the beach, the maintenance of beach access points, the maintenance of dunes, and the installation and maintenance of sand fencing and bollards pursuant to chapters 501 and 505 of the Texas Local Government Code (hereinafter "Beach Erosion and Remediation Crew Project").

ARTICLE II.
CITY'S OBLIGATIONS

A. Following the execution of this Agreement, the CITY shall begin efforts to implement the activities described in Article I of this Agreement. The failure by the CITY to develop and implement the activities described in Article I of this Agreement shall constitute a breach of this Agreement. The CITY understands and agrees that, in the event termination of this Agreement by CITY, or pursuant to Article VII of this Agreement, the CITY shall reimburse the IDC the full amount of money paid by the IDC to the CITY.

B. In accordance with Chapter 2264 of the Texas Government Code, the CITY agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States. During the term of this Agreement, the CITY shall notify the IDC of any complaint brought against CITY alleging that it has employed undocumented workers. If the CITY, or any branch, division or department of the CITY is convicted of a violation under 8 U.S.C. Section 1324a (f), the total amount of economic development grants it has received, together with interest at the rate of five percent (5%), shall be repaid by the CITY to the IDC not later than the one hundred twentieth (120th) day after the date the IDC becomes aware of and notifies the CITY of the violation. The CITY shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by any person with whom the CITY contracts. The CITY shall reimburse the IDC the required amount within thirty (30) days of the termination of this Agreement.

C. The CITY shall keep and maintain complete and accurate records relating to its hiring and employment of persons, which is separate and identifiable from its other records, and shall make such records available for not less than three (3) years following termination of this Agreement. The IDC and its representatives shall be entitled to inspect said records during the term of this Agreement and for three (3) years thereafter, upon reasonable notice to the CITY. The CITY's failure to comply with this provision will constitute a breach of the Agreement.

D. Upon completion of the Beach Erosion and Remediation Crew Project, but no later than sixty (60) days after, the City will furnish the IDC with a full accounting of the funds expended on the project.

E. At the conclusion of the Beach Erosion and Remediation Crew Project, all monies not spent directly on the project shall be returned to the IDC. The City will make an accounting of all expenses expended pursuant to this Agreement.

ARTICLE III.
CITY'S REPRESENTATIONS AND WARRANTIES

A. The CITY represents and warrants, as of the date hereof, that:

1. the CITY is a local governmental entity of the State of Texas;

2. execution of this Agreement has been duly authorized by the CITY and this Agreement is not in contravention of the CITY's governing authority or any agreement or instrument to which the CITY is a party or by which it may be bound as of the date hereof;

3. no litigation or governmental proceeding is pending or, threatened against or affecting the CITY that may result in a material adverse change in the CITY's business, properties, or operations sufficient to jeopardize the CITY's legal existence; and

4. no written application, written statement, or correspondence submitted by the CITY to the IDC in connection with this Agreement, or in connection with any transaction contemplated hereby contains any untrue statement of a material fact or fails to state any material fact necessary to keep the statements contained therein from being misleading. The CITY agrees that, upon execution of this Agreement, its application shall be attached and incorporated for all lawful purposes.

B. Except as expressly set forth in this Article III, the CITY makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE IV.
IDC'S REPRESENTATIONS AND WARRANTIES

A. The IDC represents and warrants, as of the date hereof, that:

1. The IDC, to the best of the knowledge of its Board of Directors, is legally authorized to enter into this Agreement by virtue of the statute under which it is governed and by the authorities and powers vested in it as a corporation duly and properly organized under the Act;

2. The execution of this Agreement has been duly authorized by the IDC;

3. No litigation or governmental proceeding is pending, or, to the knowledge of any of the IDC's officers, threatened against or affecting the IDC, that may result in the IDC's inability to meet its obligations under this Agreement; and

4. The IDC has no reasonable basis for believing that it has or will have incurred debts beyond its ability to pay as such debts mature, including, but not limited to, the obligations set forth in this Agreement.

B. Except as expressly set forth in this Article IV, the IDC makes no other representation or warranty of any kind in connection with or related to the provisions of this Agreement.

ARTICLE V.
REMEDIES

A. Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement by any party hereto, **or any successor** to such party, such defaulting or breaching party shall, upon written notice from the other party, proceed immediately to cure or remedy such default or breach, and, in any event, within sixty (60) days after receipt of such notice. In the event that remedial action is not taken or not diligently pursued and the default or breach shall not be cured or remedied within a reasonable time (but in no event later than ninety (90) days from the date of notification of such breach), the aggrieved party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, seeking specific performance and/or injunctive relief.

B. Upon breach of this Agreement by either party and the failure to cure as permitted by this Article V, the non-breaching party shall have the sole right and discretion to either terminate this Agreement and/or pursue any and all remedies that may be provided by law and this

Agreement. Each party acknowledges and agrees that the CITY is not entitled to recover any amounts in excess of the grant money contracted for under this Agreement and that the IDC, pursuant to a breach and failure to cure by the CITY in accordance with this Agreement, is entitled to recover attorney fees, collection costs, and any other costs due to its pursuit of repayment and remedies under this Agreement.

C. Any delay by any party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights will not, so long as the breach or default by another party is continuing, operate as a waiver of such rights or to deprive it of or limit such rights in any way; nor will any waiver in fact be made by any party with respect to any specific default by any other party except to the extent specifically waived in writing.

ARTICLE VI.
GENERAL PROVISIONS

A. Severability. The provisions of this Agreement are severable and, if for any reason, a provision of this Agreement is determined to be invalid by a court having competent jurisdiction over the subject matter of the invalid provision, the invalidity shall not affect other provisions that can be given effect without the invalid provision. Further, in lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

B. Amendment. This Agreement may be amended only by written amendment signed by both parties hereto.

C. Venue. All payments made pursuant to this Agreement and other obligations performed under this Agreement shall be made or performed in Galveston County, Texas. Venue will lie in Galveston County, Texas; and this Agreement is governed by and construed in accordance with the laws of the State of Texas without respect to the conflict of laws thereof.

D. Notices. All notices given with respect to this Agreement must be in writing and will be deemed to have been properly given for all purposes (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier unless such carrier confirms such notice was not delivered, then on the day such carrier actually delivers such notice, or (ii) if personally delivered, on the actual date of delivery, or (iii) if sent by certified U.S. Mail, return receipt requested, postage prepaid, on the fifth (5th) business day following the date of mailing, or (iv) if sent by facsimile, then on the actual date of delivery (as evidenced by a facsimile confirmation), provided that a copy of the facsimile and confirmation is also sent by regular U.S. Mail, addressed as follows:

For the IDC: President
City of Galveston, Texas
Industrial Development Corporation
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Manager
ATTN: Director, Economic Development
City of Galveston
P.O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

For the CITY: City Manager
City of Galveston
P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3521

With a copy to: City Attorney
City of Galveston

P. O. Box 779
Galveston, Texas 77553
Facsimile: (409) 797-3531

E. Assignment. This Agreement may not be assigned by either party without the specific prior written consent of the other, which consent will not be unreasonably withheld. In the event that a party consents to any valid assignment of this Agreement by the other party hereto, the assigning party will be relieved of any and all obligations and liabilities on the part of such assigning party under this Agreement.

F. Parties in Interest. Nothing in this Agreement shall entitle any party other than the CITY or the IDC to any claim, cause of action, remedy or right of any.

G. Term. The term of this Agreement (the "Term") will commence upon execution of this Agreement and shall terminate on the earlier occurrence of: (i) completion of the Project as described in Section I above; (ii) when terminated by mutual agreement of the parties; (iii) when terminated pursuant to Article V hereof; (iv) at the CITY's sole and absolute discretion upon the CITY's return of all grant funding to the IDC that it has received under this Agreement; or (v) upon the CITY's repayment of all monies that are demanded by the IDC and are in fact required to be repaid by the CITY under Article II hereof. Upon termination of this Agreement, all rights, duties and obligations of any kind under this Agreement shall automatically expire and terminate and be of no other force and effect.

H. Interpretation. Each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement will therefore, be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any party.

I. No Joint Venture. Nothing contained in this Agreement is intended by the parties to create a partnership or joint venture between the parties.

J. Survival of Terms. All rights, duties, liabilities, and obligations accrued prior to termination will survive termination.

K Public Information. Information provided by or on behalf of the CITY under or pursuant to this Agreement that the CITY considers as proprietary shall be marked as such and will be maintained as confidential to the extent allowed by law. If proprietary financial or trade secret information is requested under the Texas Public Information Act, the IDC shall follow the standards set out in the Act and under the Texas Attorney General's procedures for such requests, and the CITY shall be responsible for defending the confidentiality of such information. Other records and information provided to the IDC and its representatives to verify compliance with this Agreement shall be available for public inspection.

L. Counterparts. This Agreement may be executed in several identical counterparts by the parties and each counterpart, when so executed and delivered, shall constitute an original instrument.

M. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof.

EXECUTED AND EFFECTIVE, as of the date first indicated above, by the CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION, by and through its Board President, duly authorized to execute same by action of its Board; and by the CITY COUNCIL OF THE CITY OF GALVESTON, TEXAS acting through its duly authorized official.

CITY OF GALVESTON, TEXAS, INDUSTRIAL DEVELOPMENT CORPORATION

By: ______________________________
Name: Craig Brown
Title: President, Board of Directors
Date: ______________________________

ATTEST:

By: ______________________________
Name: Alex Porretto
Title: Secretary, Board of Directors

APPROVED AS TO FORM:

By: ______________________________
Name: Trevor Fanning
Title Counsel for the Corporation

CITY OF GALVESTON, TEXAS

By: ______________________________
Name: Brian Maxwell
Title: City Manager
Date: ______________________________

ATTEST:

By: ______________________________
Name: Janelle Williams
Title: City Secretary

APPROVED AS TO FORM:

By: ______________________________
Name: Don Glywasky
Title: City Attorney

CITY OF GALVESTON
IDC ECONOMIC DEVELOPMENT SILO
5 YR FORECAST
AS OF **4/30/2025**

GALVESTON Texas EST. 1839
INDUSTRIAL DEVELOPMENT CORPORATION

DRAFT 5.23.2025

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
	Resources:					
1	AVAILABLE TO APPROP as of 9/30	9,784,776	1,552,574	227,456	919,237	1,625,877
2	PROJECTED REVENUE (1)	1,910,583	1,929,689	1,948,986	1,968,476	1,988,160
3	PROJECTED INTEREST EARNED	375,000	200,000	205,000	207,000	209,000
4	BOND PROCEEDS (2)	12,000,000				
5	**TOTAL PROJECTED REVENUE**	**24,070,359**	**3,682,263**	**2,381,442**	**3,094,713**	**3,823,037**
		FY 2025	**FY 2026**	**FY2027**	**FY2028**	**FY2029**
	Projected Expenditures:					
6	ED Silo operating expenses	325,889	332,407	339,055	345,836	352,753
7	Debt Service - 14th St/ SS PumpStation (6)	818,745	872,400	873,150	873,000	871,950
8	Project budgets approved, but not encumbered **(see table A)**	8,069,204				
9	Current project encumbrances	10,068,946				
10	Business Incentive Grants (BIG) program (3)	250,000	250,000	250,000	250,000	250,000
11	Pelican Island Bridge (5)		1,000,000			
12	14th St /South Shore Pump Station - Bond Project (10)					
14	Airport Parking Lot Improvements, Hangars 70,71 & 73 (8)					
15	Pelican Island Bridge ROW Title work project (11)	35,000				
16	*Match for Pumpstation Design on 37th and Harborside*		*1,000,000*			
17	*Pelican Island Service Project (9)*	*2,950,000*				
18	**TOTAL PROJECTED COST**	**22,517,784**	**3,454,807**	**1,462,205**	**1,468,836**	**1,474,703**
16	**TOTAL AVAILABLE**	**1,552,574**	**227,456**	**919,237**	**1,625,877**	**2,348,334**

Footnotes:

(1) Projected Sales Tax Revenue is in accordance with the City's "Long Range Financial Forecast - FY 2025-29."

(2) Bond Proceeds received for 14th St/South Shore PumpStation project

(3) Must be tied to Primary Job creation, retention or meet another statutory requirement

(5) Pelican Island Bridge -orig $4.5m total from ED Silo ($900k per year for 5 yrs FY20-24). Addl $900,000 from ED Silo for portion of $1M contingency approved by Council 7/28/22; 3rd Request on 4/1/25 for addl $2M (50/50 spilt between ED-Infra Silos in FY26)

(6) Debt Service for CO's for drainage project(s) (60/40 split: ED and Infra silos)

(7) Airport Taxiway, Apron & Drainage Project: FY23 ($580,000) FY24

(8) Airport Parking Lot Improvement for Hangars 71,71 & 73; proposed for FY24 for $200,000

(9) proposed Pelican Island Property Purchase plus costs associated with due diligence & closing

(10) 14th St /South Shore Pump Station - Bond Project FY24 approval

(11) Pelican Island Bridge ROW Project FY25 approval

Table A: Projects approved, not encumbered

14th St /So. Shore Pump Station-Bond Project Contingency	2,469,204
Pelican Island Bridge (ED silo, allocation to date)	5,400,000
Airport Parking Lot	200,000
Total	**8,069,204**

Incl in budget carryover (line 6), projects approved but not encumbered

CITY OF GALVESTON

BEACH SILO

5 YEAR FORECAST

AS OF **3/31/2025**

REV. 6/11/2025

		FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
1	Est. AVAILABLE TO APPROP as of 9/30	8,365,137	7,083,288	5,444,863	3,787,373	2,110,743
2	PROJECTED REVENUE (7)	1,910,583	1,929,689	1,948,986	1,968,476	1,988,160
3	PROJECTED INTEREST EARNED	200,000	150,000	125,000	100,000	100,130
4	**TOTAL PROJECTED REVENUE for FY**	**10,475,720**	**9,162,977**	**7,518,849**	**5,855,849**	**4,199,034**
		FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**
5	*Prior Projects approved, not encumbered*	525,501				
6	*Beach Silo Operating Expenses (20)*	607,376	668,114	681,476	695,105	709,007
7	*Current Encumbrances*	959,555				
8	Post-Storm Beach Remediation Project (10)	550,000	550,000	550,000	550,000	550,000
9	Sediment Mgmt Strategy-Planning Asst Grant (14)					
10	Beach Remediation - Karankawa/Gulf Palms drainage design (19)		2,000,000			
11	Future Beach Remediation projects (17)			2,000,000	2,000,000	2,000,000
12	*Beach Erosion And Remediation Crew (proposed) (21)*	*750,000*	*500,000*	*500,000*	*500,000*	*500,000*
13	**TOTAL PROJECTED COST**	**3,392,432**	**3,718,114**	**3,731,476**	**3,745,105**	**3,759,007**
14	**TOTAL AVAILABLE**	**7,083,288**	**5,444,863**	**3,787,373**	**2,110,743**	**440,026**

Footnotes:

FY21 (10) Starting FY25, $550K is planned to be budgeted & accrued annually with 100% from Beach silo (if funds available), plus carryover from FY24 unused funds ($235k)

FY22 (14) IDC funds as match for USACE Planning Assistance grant to update Sediment Mgmt Strategies - tool to dictate future beach projects

(17) Related to implementation of Sand Mgmt Strategy & SWMP

FY24 (19) Beach remediation project - FY24 Eng & Design/ FY26 will cover Grant Local Match

FY26 *(20) Op Exp, likely to increase by $60K due to increased scope of Annual Beach Survey (w/5 miles beach added)*

FY26 (21) Proposed Beach Erosion And Remediation Crew

Table A: Projects approved, not encumbered	
Post Storm Beach Remediation (prev FY)	235,247
PAS-Reg Sediment Mgt Update	150,000
Karankawa Beach/Gulf Palms Project	140,254
Total prior projects, not encumb	525,501

CITY OF GALVESTON
IDC INFRASTRUCUTRE SILO
5 YR FORECAST
3/31/2025

GALVESTON EST. Texas 1839
INDUSTRIAL DEVELOPMENT CORPORATION

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Resources:					
AVAILABLE TO APPROP as of 9/30	6,531,173	1,629,137	1,505,095	405,632	1,331,844
PROJECTED REVENUE (1)	1,910,583	1,948,795	1,987,771	2,027,526	2,068,076
Concrete Crew - Customer Payments	40,000	40,000	40,000	40,000	40,000
PROJECTED INTEREST EARNED	221,772	175,000	175,228	175,455	175,683
BOND REVENUE - 14th St/So.Shore Pump Station	8,000,000				
TOTAL PROJECTED REVENUE	**16,703,528**	**3,792,932**	**3,708,093**	**2,648,613**	**3,615,604**
	FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**
Projected Expenditures:					
Infra Silo Operating Expenses	692,389	706,237	720,362	734,769	749,464
Debt Service - South Shore/14th St Pump Station (4)	545,830	581,600	582,100	582,000	581,300
Actual - YTD Project Expenditures	1,147,303				
Current Project Encumbrances	6,673,864				
Prior Projects Approved, not expended ***(see Table A)***	3,615,005				
Downtown Ped. Streetscape Improvements (5)	2,400,000				
Drainage Improvement Pilot Project (DIP) (6)			2,000,000		2,000,000
14th St/So. Shore Pump Station Bond Project (7)					
Pelican Island Bridge (2)(3)		*1,000,000*			
TOTAL PROJECTED COST	**15,074,391**	**2,287,837**	**3,302,462**	**1,316,769**	**3,330,764**
TOTAL AVAILABLE	**1,629,137**	**1,505,095**	**405,632**	**1,331,844**	**284,840**

Footnotes:

(1) Based on City's Long Range Forecast

(2) Pelican Island Bridge share - $100,000 per year for 5 years, totalling $500,000

(3) Additional Pelican Island Bridge funding of $100,000 in FY23 to be used only if needed for contingency; 3rd Request for $2,000,000 on 4/1/25 to begin in FY26 (50/50 ED-Infr Silos)

(4) South Shore/14th St PS, CO Debt Svc FY25 for 20 yrs, related to Stormwater MP implementation

(5) Downtown Pedestrian Streetscape Match, FTA funding anticipated at $9.6 M

(6) DIP project FY24 for $2,500,000

Table A: **Projects approved, not encumbered**	
Pelican Island Bridge	600,000
Drainage Improvement Project (DIP)	1,368,869
14th St /So. Shore Pump Station-Bond Project Contingency	1,646,136
Total Projects approved, not encumbere	**3,615,005**

IDC - Meeting
Schedule of Type B Funds Available to Appropriate (for Budget)
as of April 30, 2025

for June 2025 meeting_mh

GALVESTON EST. Texas 1839 INDUSTRIAL DEVELOPMENT CORPORATION

RESOURCES AND USES	BEACH RENOURISH-MENT	ECONOMIC DEVELOPMENT	PARKS	INFRA-STRUCTURE	TOTAL
2020 Ending, Available Balance as of 9/30/2020	**4,874,288**	**3,026,220**	**1,608,377**	**3,756,019**	**13,264,905**
2021 Ending, Available Balance as of 9/30/2021	**4,335,323**	**4,186,028**	**2,093,165**	**4,363,896**	**14,978,411**
2022 Ending, Available Balance as of 9/30/2022	**5,367,917**	**5,759,414**	**8,441,362**	**5,494,891**	**25,063,584**
2023 Ending, Available Balance as of 9/30/2023	**4,818,620**	**7,789,035**	**8,850,253**	**5,357,918**	**26,815,826**
2024 Revenue -	2,137,798	2,262,822	2,173,810	2,126,100	8,700,531
2024 Expenditures	(422,760)	(290,420)	(4,959,254)	(1,255,975)	(6,928,408)
2024 Balance Sheet-Accounts payable/retainage payable	33,858	(900)	39,126	279,329	351,413
2024 Due from State Controller / Due from other Funds / Due from PB	1,797,621	24,238	24,238	24,238	1,870,335
2024 Ending, Available Balance as of 9/30/2024	**8,365,137**	**9,784,776**	**6,128,173**	**6,531,611**	**30,809,697**
TOTAL CASH (3)	**8,365,137**	**9,784,776**	**6,128,173**	**6,531,611**	**30,809,697**
RESOURCES					
2025 4B Sales Tax Revenue YTD (1) (2)	734,880	734,880	734,880	734,880	2,939,522
2025 Bond Proceeds	-	12,000,000	-	8,000,000	20,000,000
2025 Interest Earned YTD	188,738	514,464	108,154	316,699	1,128,056
2025 Total 4B Sales Tax + Interest YTD	923,618	13,249,345	843,035	9,051,580	24,067,578
2025 Anticipated 4B Sales Tax Revenue *(remainder of year)*	1,175,703	1,175,703	1,175,703	1,175,703	4,702,811
TOTAL ANTICIPATED REVENUES (3)	**2,099,321**	**14,425,048**	**2,018,738**	**10,227,282**	**28,770,389**
USES					
Budgeted - Project Approved but not expended - previous yrs	99,634	(5,885,000)	(1,413,784)	(2,518,112)	(9,717,262)
2025 Current Encumbrances	(960,498)	(9,530,796)	(961,210)	(6,610,848)	(18,063,353)
2025 Budgeted - Operating Expenditures (4)	(607,376)	(1,144,634)	(2,007,035)	(1,238,219)	(4,997,264)
2025 Actual - YTD Project Expenditures	(34,630)	(538,150)	(2,362,536)	(1,219,525)	(4,154,841)
2025 Budgeted - Projects Approved - current year	(1,100,000)			-	(1,100,000)
TOTAL USES	**(2,602,870)**	**(17,098,580)**	**(6,744,565)**	**(11,586,705)**	**(38,032,720)**
Total - Funds Available to Appropriate	**$ 7,861,588**	**$ 7,111,243**	**$ 1,402,345**	**$ 5,172,189**	**$ 21,547,366**

Notes:

(1) The City receives the cash for 4B Sales Tax 60 days in arrears. For example, cash collected in the month of Oct 2019 is for the time period of Aug 2019.

(2) Current year projected 4B Sales Tax Revenue is $7.64M. Projection per silo = $1,910,000

(3) Current year activity including anticipated sales tax revenue.

The economic development sales tax, equal to 1/2 percent of sales and originally authorized by the voters in 1994, was reauthorized for 20 years on November 2008 by the voters. This reauthorization included a legally binding requirement that tax proceeds be spent in equal portions on beach remediation (including beach renourishment), parks and park facillities, drainage, street and sewer improvements, and economic development. The reauthorized tax with the required apportionments into the four "silos" took effect on April 1, 2009 at the cash register, and the City of Galveston began receiving these receipts in June 2014. Voters reauthorized the Type B sales tax in 2023 without a termination date.

Date: June 13, 2025

To: City Manager, Mayor and IDC Board Members

From: Barbara Ekelund-Sanderson,
Executive Director of Parks, Recreation & Community Outreach

Project location: Sandhill Crane Soccer Complex (3348 7 Mile Road)

Project: Purchase of John Deere 6700A Precision Cut Mower

Request: Consider for Approval a request from the Parks and Recreation Department to allocate $74,675.32 from the Sandhill Crane Soccer Complex project funds for the purchase of a John Deere 6700A Precision Cut Mower from Deere & Company, utilizing Sourcewell Cooperative Contract 112624-DAC.

Background

The City's Parks and Recreation Department seeks to purchase one John Deere 6700A Precision Cut Mower from Deere & Company specifically for Sandhill Crane Soccer Complex. The mower includes five 22-in wide cutting units, and a 100-in width of cut that would allow the Parks and Recreation Department to maintain the newly renovated Sandhill Crane Soccer Complex more quickly and efficiently.

Deere & Company holds a Sourcewell Cooperative Purchasing Contract. Texas Government Code Chapter 791 authorizes local governments to contract with each other and any agencies of the State of Texas. The objective of a cooperative purchasing program is to provide a mechanism for local governments to pool their collective purchasing power. Purchasing cooperatives save money in two ways: the price of the product and/or in the administrative cost savings from advertising for a formal solicitation. Using the Sourcewell Cooperative Purchasing Contract gives the City volume discounted pricing, saving the City of Galveston money.

The request to purchase this item was presented to City Council on May 22nd, 2025 (Item 11C) and was approved. Staff would like to request the allocation of funding from the IDC Park Silo, specifically the Sandhill Crane Soccer Complex project allocation to complete the purchase.

Fiscal Impact Report

- **Total Cost.** The total one-time cost would be $74,675.32

Alternatives

Do not approve the request from Parks and Recreation Staff to allocate $74,675.32 for the purchase of a John Deere 6700A Precision Cut Mower from Deere & Company, utilizing Sourcewell Cooperative Contract 112624-DAC.

Staff Recommendation

Staff recommends approving the request from Parks and Recreation Staff to allocate $74,675.32 for the purchase of a John Deere 6700A Precision Cut Mower from Deere & Company, utilizing Sourcewell Cooperative Contract 112624-DAC.

Attachments

- City Council Packet 5/22/2025. Item 11C
- Sourcewell Contract with Deere & Company

Respectfully Submitted,

____

Barbara Ekelund-Sanderson
Executive Director of Parks, Recreation & Community Outreach

City of Galveston

FLEET, MASS TRANSIT & SPECIAL EVENTS
STAFF REPORT

Date May 13, 2025	
To: City Manager Mayor and City Council Members	
From: David Smith, Executive Director Fleet, Mass Transit and Special Events	
Project location: N/A	**Project:** Unit Purchase-John Deere

Request: Consider for the approval allowing the Fleet Facility to purchase the listed rolling stock (one 6700A Precision Cut Mower) and associated equipment from Deere & Company through Sourcewell Co-op for a total price of $74,675.32 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Prior Council Action
None

Background

A. Funding for a new mower has been identified and budgeted for the listed department. This mower will be utilized for precision grass cutting at the soccer fields.

B. Sourcewell is a cooperative purchasing organization that the city is a member of that performs large procurement bid packages for local governments. The contract number is 112624-DAC.

C. The requested mower description, price breakdown, assignment and the estimated delivery period are listed below.

D. Additional equipment will be added by the dealer that was identified in the specification process as requested by the department.

E. The extended purchase price for this package is $74,675.32.

Fiscal Impact Report

COUNCIL APPROVED
DATE 05/22/2025
SIG. J. Williams

QUOTE	REPLACES UNIT	DESCRIPTION	DEPT	EST DELIVERY	FUND	QUOTE
A	New	John Deere 6700A Precision Cut Mower	Parks	4-6 Months	IDC	$74,675.32

Alternatives

A. The City Council approves the purchase.

1. Cost - $74,675.32.
2. Timing - Delivery period listed above.
3. Divisional Improvements - Will provide the city with the equipment needed to perform duties. Newer equipment will reduce fleet maintenance costs and will improve efficiency.

B. The City Council does not approve the purchase.

1. Cost - No additional cost currently.
2. Timing - N/A
3. Divisional Improvements - City staff will not be able to function without needed equipment. Older equipment will take on a heavier load, which will increase maintenance costs and efficiencies will be reduced.

Staff Recommendation

Concur in Alternative A and approve allowing the Fleet Facility to purchase the listed rolling stock (one 6700A Precision Cut Mower) and associated equipment from Deere & Company through Sourcewell Co-op for a total price of $74,675.32 and authorize the City Managers staff to execute the contract upon final approval by the City Attorney.

Attachments

JOHN DEERE

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
- ☐ 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:

Moore Doug

King Ranch Ag & Turf
2135 Gulf Freeway South
League City, TX 77573

Tel: 281-338-1300
Fax: 281-332-7420
Email: dmoore@king-ranch.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.

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company 2000 John Deere Run Cary, NC 27513 FED ID: 36-2382580 UEID: FNSWEDARMK53	King Ranch Ag & Turf 2135 Gulf Freeway South League City, TX 77573 281-338-1300 leaguecity@king-ranch.com

Quote Summary

Prepared For:
Accounts Payable
CITY OF GALVESTON
Accounts Payable
502 32ND ST
GALVESTON, TX 77550
Business: 409-797-3574
ACCOUNTSPAYABLE@GALVESTONTX.GOV

Delivering Dealer:
King Ranch Ag & Turf
Moore Doug
2135 Gulf Freeway South
League City, TX 77573
Phone: 281-338-1300
dmoore@king-ranch.com

Sourcewll Member #173100

Estimated Factory Delivery Time is 4-6 Months from Date of Order

Quote ID:	32770911
Created On:	02 May 2025
Last Modified On:	02 May 2025
Expiration Date:	02 June 2025

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 6700A PrecisionCut Fairway Mower	$ 98,257.00	$ 74,675.32	X	1	=	$ 74,675.32

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: May 1, 2025

Equipment Total	**$ 74,675.32**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	$ 74,675.32
Trade In	
SubTotal	**$ 74,675.32**
Est. Service Agreement Tax	$ 0.00
Total	$ 74,675.32
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 74,675.32**

Salesperson : X _______________

Accepted By : X _______________

Selling Equipment

Quote Id: 32770911 **Customer Name:** CITY OF GALVESTON

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:
King Ranch Ag & Turf
2135 Gulf Freeway South
League City, TX 77573
281-338-1300
leaguecity@king-ranch.com

JOHN DEERE 6700A PrecisionCut Fairway Mower

Hours:

Stock Number:

Contract: Sourcewell Grounds Maint 112624-DAC (PG NB CG 70)

Price Effective Date: May 1, 2025

Suggested List *
$ 98,257.00

Selling Price *
$ 74,675.32

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1587TC	6700A PrecisionCut Fairway Mower	1	$ 72,929.00	24.00	$ 17,502.96	$ 55,426.04	$ 55,426.04
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
183E	JDLink™ Modem	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other countries (English/ Spanish)	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
1208	Quick Adjust 7 (QA7) 8-blade Cutting Units	1	$ 21,992.00	24.00	$ 5,278.08	$ 16,713.92	$ 16,713.92
1305	76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	$ 1,929.00	24.00	$ 462.96	$ 1,466.04	$ 1,466.04
1401	QA7 Cutting Unit ONLY Counterweights	1	$ 501.00	24.00	$ 120.24	$ 380.76	$ 380.76
9764	Canopy	1	$ 906.00	24.00	$ 217.44	$ 688.56	$ 688.56
	Standard Options Total		**$ 25,328.00**		**$ 6,078.72**	**$ 19,249.28**	**$ 19,249.28**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 98,257.00**		**$ 23,581.68**	**$ 74,675.32**	**$ 74,675.32**

MASTER AGREEMENT #112624
CATEGORY: Grounds Maintenance Equipment and Related Attachments
SUPPLIER: Deere & Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Deere & Company, 2000 John Deere Run, Cary, NC 27513 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 31, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #112624 to Participating Entities. In Scope solutions include:

   a) Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal;

   b) Irrigation and aeration equipment, systems, parts, and installation; and

   c) Beach and waterfront maintenance equipment and accessories.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) 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.

      ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement 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.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

    a) **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 Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Deere & Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Jennifer Smith C44230CF47A24D5...
By: ______________________	By: ______________________
Jeremy Schwartz	Jennifer Smith
Title: Chief Procurement Officer	Title: Contract Administrator
Date: 1/29/2025 | 7:20 PM CST	Date: 1/29/2025 | 4:20 PM CST

RFP 112624 - Grounds Maintenance Equipment and Related Attachments

Vendor Details

Company Name:	Deere & Company
Address:	2000 John Deere Run Cary, NC 27513
Contact:	Jennifer Smith
Email:	GovContractSupport@JohnDeere.com
Phone:	800-358-5010 2652
Fax:	309-749-2313
HST#:	362382580

Submission Details

Created On:	Wednesday October 30, 2024 08:18:25
Submitted On:	Tuesday November 26, 2024 10:28:52
Submitted By:	Jennifer Smith
Email:	GovContractSupport@JohnDeere.com
Transaction #:	c2dfa048-0a04-4f03-9f38-1f30eca50e45
Submitter's IP Address:	136.226.3.100

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Deere & Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other suppliers will execute a master agreement with Sourcewell	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 0XWZ3 UEID Number: FNSWEDARMK53	*
5	Provide your NAICS code applicable to Solutions proposed.	333111, 333112	
6	Proposer Physical Address:	2000 John Deere Run, Cary, NC 27513	*
7	Proposer website address (or addresses):	www.deere.com	*
8	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):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jennifer Smith - Contract Administrator 2000 John Deere Run, Cary, NC 27513 GovContractSupport@JohnDeere.com 800-358-5010 Ext. 2652	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adrienne Larson, Sr. Strategic Account Manager 10789 S Ridgeview Rd, Olathe, KS 66061 LarsonAdrienneL@JohnDeere.com 913-310-8085	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	We Run For All. We innovate on behalf of humanity. It doesn't matter if you've never driven a tractor, mowed a lawn, or operated a dozer. With our role in helping produce food, fiber, fuel and infrastructure, we work for every single person on the planet. Deere & Company, founded in 1837 (collectively known as John Deere), began as a simple one-man blacksmith. Today is has grown into a corporation that does business around the world. The company is guided by the same core values established by its founder: integrity, quality, commitment and innovation. John Deere produces intelligent, connected machines and applications that are helping revolutionize the agriculture and construction industries. Our easy-to-use products and solutions deliver results our customers see in the field, on the job site, and in their pockets. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/ourcompany/deere-&-company-at-a-glance.pdf	*
12	What are your company's expectations in the event of an award?	If awarded, John Deere will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. John Deere will continue to grow its successful partnership and relationship with Sourcewell to provide its members the best option for acquiring our Ground Maintenance Equipment and Related Attachments.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Please see Deere & Company's 2023 Annual Report that has been uploaded as part of our proposal.	*
14	What is your US market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	John Deere considers its market share data to be proprietary information. While we do not publicly release market share information, John Deere holds a top-level market share position across our entire Ag & Turf product portfolio in the Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Not Applicable	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	John Deere is a manufacturer (b). John Deere has a dedicated governmental sales department (SABD) based out of Cary, NC. All employees of this group are full time John Deere employees. We have 4 Strategic Account Managers responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process. John Deere has a nationwide dealer network. The dealer network is independently owned and operated businesses. The John Deere dealers will deliver and service the products being offered in the RFP. Upon contract award, the John Deere dealers can become an authorized seller on our contract. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. We do retain the right to sell directly if the dealer does not complete training and accept the contract's terms and conditions.	*
18	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.	Deere & Company maintains all licenses and certifications necessary to conduct its business in the United States and Canada.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	There are no suspensions or debarments.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	2024 World's Most Ethical Companies – Ethisphere Institute World's Most Admired Companies – Fortune World's Best Companies of 2024 – Time Excellence 1000 Index – ranked #9 – Newsweek The Civic 50 Honoree 2024 – Points of Light 2023 Sourcewell Legacy Award Winner Ranked #3 for Brand Reputation - Axios/Harris Poll 100 World's Most Ethical Companies - Ethisphere Institute America's Best Large Employers - Forbes 100 Most Influential Companies - Times World's Most Admired Companies – Fortune 2022 World's Most Ethical Companies - Ethisphere Institute 50 Most Community-Minded Companies - The Civic 50 Consumer Electronics Show (CES) Innovation Awards AE50 Awards for Innovation 2021 World's Most Ethical Companies - Ethisphere Institute Most Admired Companies - Fortune Most Influential Black Corporate Directors for 2021 - Savoy Social Responsibility Award - Fast Company 2020 World's Most Ethical Companies - Ethisphere Institute Most Innovative Product Engineering Designs - AE50 Awards Best Global Brands - Interbrand Best CES Sustainability Award - GadgetMatch Best Place to Work - Glassdoor	*
21	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.	*
22	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 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.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	John Deere currently holds over 110 government contracts consisting of federal, state, county and cooperative contracts. The full list can be found at www.deere.com. Sales volumes are not publicly shared on any of these contracts.	*
24	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?	John Deere currently holds GSA, AFNAF and DLA contracts. Sales volumes are not publicly shared on any of these contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
University of Georgia Procurement	Megan Sheridan	706-542-7083	*
Orange County Procurement	Carlos Corona	714-667-9694	*
State of Indiana - Sourcewell Participating Addendum	Stephanie Nelson	317-234-0963	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Our sales force would include both the John Deere Government Sales group and our independent dealer network. John Deere has a dedicated governmental sales department based in Cary NC that focuses 100% of their time on the sales and processing of agriculture and turf equipment purchases to governmental and other public agencies. We have a total of 5 Strategic Account Managers, one of which is dedicated strictly to federal sales. The 4 remaining account managers are responsible for state governmental sales in their respective geographies, dedicating 100% of their time to grow the John Deere governmental sales business. The account managers work with John Deere dealers to provide training and a greater understanding of the contracts and selling process. The John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would have to successfully complete a contract training program administered by our account managers. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. The dealers would be responsible for delivering and supporting the equipment purchased. In relation to the new Sourcewell Grounds Maintenance contract, the account managers would promote the contract to state purchasing agents who either do not have their own purchasing contract or have product gaps in their contract.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and 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 afterhours 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	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 afterhours 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.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We will have two processes in which Sourcewell members can order products. 1. Dealer Direct - John Deere dealers who have completed training and certified by the Government Sales group would be an authorized seller on our contract. The dealer would be able to quote, accept purchase orders and invoice the Sourcewell member directly. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell. 2. Deere Direct - Our dealer network has the ability to quote a Sourcewell member. John Deere would still be the vendor and the PO would still be made out to John Deere. The dealer would upload the quote and PO to the Government Sales Order Processing for audit. Once audited, we will send the dealer confirmation to deliver the equipment. John Deere will invoice the member upon delivery of the product. The Government Sales group has a sales reporting process to capture the sale and report it to Sourcewell.	*

30	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.	The support of the equipment takes place through the John Deere dealer network. While customer service 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. As far as the John Deere Government Sales Department, we have an entire department of approximately 25 people dedicated to government sales. This includes an Order Management Team, that within an average of 15 days of submission, audits and processes the 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.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	John Deere will serve Sourcewell member entities in the United States. The nationwide John Deere dealer network is able to provide products and services throughout the United States. Equipment Delivery Time After Receipt of Order (ARO) is as follows: 1. Grounds Maintenance Equipment - 90 to 365 days after receipt of order. 2. Related Attachment and Accessories - 90 to 365 after receipt of order.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	John Deere will serve Sourcewell member entities in Canada. The Canadian John Deere dealer network is able to provide products and services throughout Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	John Deere will serve the entire United States, including Alaska and Hawaii, and Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	John Deere will serve all Sourcewell member entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	John Deere has assigned dealer in Hawaii and Alaska. Factory to dealer freight and local delivery by the dealer will be quoted as a separate line item and paid by the Sourcewell member.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	John Deere will serve all Sourcewell member entity sectors.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	John Deere currently uses several forms of marketing to target the governmental and public customer segment: 1. We have created a website where we prominently advertise the cooperative contracts we currently hold. 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. 3. 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. A sample of marketing materials have been uploaded for review and include: Government Municipal Lease Literature, Government Sales Folder Packet and Government Sport Turf Banner.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere's public website, www.deere.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 www.deere.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. Through our Marketing Communications group, John Deere is also active promoting our brand and customer relationships on; 1. Facebook - www.facebook.com/JohnDeereUSCA 2. Twitter - https://twitter.com/JohnDeere 3. YouTube - https://www.youtube.com/user/JohnDeere 4. Instagram - instagram.com/johndeere	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Sourcewell, the John Deere Government Sales group and the dealer network will all play a critical role in promoting this new contract. Sourcewell's role will be to continue to promote the John Deere brand to Sourcewell members, so they understand cooperative purchasing and the benefits of becoming a member. John Deere Government sales role will be to promote the Sourcewell contract to the dealer network and properly train dealers on the sales process (quoting, ordering and delivery of products), ensure entities are Sourcewell members and assist nonmembers on how to become a member. The dealers' role will be to partner with the Sourcewell member to identify the correct product and solution based on the application and use of the equipment being purchased. Continued communication between all three areas is critical for success and sales growth with this new contract.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	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. For the 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.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	Training on equipment operation and safety is provided through the local dealer at the time of delivery. The dealer will provide a walk-around of the equipment and explain operation and maintenance procedures. This training is free of charge and is part of the purchase. If the entity requires additional product, service or technical training, the dealer will provide at a cost agreed to between the dealer and the entity.	*

42	Describe any technological advances that your proposed Solutions offer.	Recent technological advances that have been introduced include: 1. New for 2024, the Q800 QuikTrac Mowers lineup updates the E Series and introduces the all-new M and R Series models with 7Iron PRO Mower Decks. These models deliver features to meet the needs of professional landscape contractors like more powerful engines, proven low maintenance decks, concrete curb clearance, all-day operation without the need to refuel, traction when its needed, comfortable operator platform, and longer warranties. 2. John Deere is working towards connecting all commercial mowers to John Deere Operations Center to enable professional landscape contractors and government agencies to manage their fleets remotely. Select model year 2024 and 2025 mowers include provisions in the wiring harness to simplify field installation of JDLink M Modem – 4G which connects the mower to Operations Center. 3. Fastback™ PRO Rear-Discharge Mower Deck for the gas and diesel Z900 Ztrak Mowers. The rear-discharge mower deck increases productivity and improves operator comfort without sacrificing cut quality. The rear-discharge design, the chance of damage from objects being thrown from the mower deck is decreased, and minimize the amount of debris blown onto the operator. While allowing the operators to mow closely around fixed objects with either side of the deck. 4. Compact Tractor Quik-Knect™ System Awarded with 2020 AE50 Award. The Quik-Knect System was Named One of This Year's Most Innovative Products in the Food and Agriculture Industry. Quik-Knect prevents twisting or forcing to line-up the splines when attaching rear implements. Developed to help increase operator ease and enhance productivity. Operators slide the tractor and implement connectors together until they click into place. 5. Commercial Walk Behind Mowers Recognized with 2020 AE50 Award. The AE50 awards highlight the most innovative designs in product engineering. The recoil start M Series and electric start R Series Walk Behind Mowers have been a gamechanger for the commercial mowing industry. Redesigned machines directly address the primary customer needs of productivity, operator comfort, weight distribution, and frame clearance.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/ John Deere green initiatives include: By 2026 1. Ensure 100% of new Small Ag equipment is connectivity enabled. 2. Offer an electric option in each Turf and Compact Utility Tractor product family. 3. Deliver a fully autonomous, battery-powered electric ag tractor to the market. By 2030 1. Achieve 95% recyclable product content. 2. Ensure 65% of product content is sustainable material.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions 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 emissions reductions and invest $4 Million dollars per day in research and development. Third-party initiatives and recognition include: 1. Best of CES Sustainability Award (GadgetMatch) 2. 50 Sustainability & Climate Leader (Bloomberg) 3. World's Most Ethical Companies (Ethisphere) 4. John Deere received notification that its emissions reduction targets have been validated by Science Based Targets initiatives (SBTi). 5. John Deere acquires majority ownership in Kreisel Electric. A leading pioneer in the development of immersion-cooled battery technology. John Deere continually evaluates and identifies these initiatives and can be found in our most recently published Sustainability Report.https://www.deere.com/en/our-company/sustainability/	*
45	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?	John Deere is the world's leading manufacturer of agricultural equipment. John Deere also has a strong presence in the construction and forestry industry. John Deere is a major force in the grounds maintenance and commercial landscape equipment industry. John Deere Financial is one of the largest equipment finance companies. John Deere also has the most advanced, well-trained national dealer network. All these attributes reinforce that John Deere is an organization that will provide quality products, and its dealer network will partner and support the Sourcewell participating entities for the long term.	*

46	Describe the safety features your equipment offers such as emergency stop, operator presence control, roll over protection systems, guarding, noise reduction, stability controls, warning lights, etc.	John Deere places operator safety first when designing and introducing new safety features. All John Deere equipment - except for machines classified as 'Lawn Tractors' or 'Lawn and Garden tractors' - have a seatbelt and ROPS (external or built into the cab). John Deere riding lawn or garden tractors are all equipped with an auto-shutoff feature. When weight is taken off the seat, the mower or power take off (PTO) will immediately turn off. The tractor will not turn on again until weight is back in the seat. Guards or shields are in place to conceal the fast-moving power take off (PTO) shaft on implements to prevent any injury. John Deere implemented the engagement override valve in all 50 series and newer tractors in the early 1980s, which means the tractor will not move unless the clutch is cycled. The override valve prevents tractors that are left in gear from moving upon startup. Along with the engagement override valve, all John Deere equipment is equipped with a neutral start switch preventing equipment from starting while in gear. The colour-coded system present on all John Deere equipment from 1975 onward, indicates the related function of every switch, lever and other mechanisms. Red is associated with running the machine (key switch, shut off knob, throttle or speed control, and gear shift), black relates to the hydraulics, and yellow correlates with the PTO functions (PTO on/off, PTO speed, etc).	
47	Describe any ergonomic features your equipment has such as anti-vibration, suspension and swivel seating, adjustable handles, ergonomic control layout for ease of reach, padded shoulder straps or harnesses, easy pull-start cords, etc.	John Deere has prioritized ergonomic features while designing our equipment. For the M & R Series commercial walk-behinds, hands were what was considered first when designing the controls on these machines. Hand position is important for minimum fatigue. Levers that didn't need constant force to operate. To slow down or turn, all you need to do is gently squeeze the handles. With ergonomic controls and adjustable seating, operators of all sizes can comfortably handle long hours at the controls. The John Deere Compact Tractors are designed with ergonomic features, including a comfortable seat, controls that are easily within reach, and adjustable steering wheels. Noise reduction is also considered. John Deere tractors are designed to minimize noise and vibration levels, providing a quieter and more comfortable working environment for operators.	
48	Describe features your equipment offers that positively impact the environment such as low-emission engines, battery powered and electric, eco-mode settings, biodegradable fuel use, water conservation technology, solar powered charging capability, smart technology, auto-shut off/no-idling systems, etc.	John Deere has created a Product Sustainability goal where we offer machines and technology solutions that are not only more productive and efficient but also minimize the impact on the environment. Some Product Sustainability Goals include: 1. Reduce environment impact, including CO2 emissions on 90% of new products. 2. Increase the use of sustainable materials by growing remanufactured and rebuild sales by 30%. 3. Increasing recyclable, renewable and recycled content. 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	
49	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.)	The average lifespan of a residential John Deere lawn tractor is 10 years or 5000 hours. The commercial mowers are designed to be used more per week and take more abuse. A John Deere can regularly last four to five times the factory warranty if maintained and used correctly. John Deere equipment includes one copy of the operator's manual upon delivery of the equipment. Other manuals are available for purchase upon request such as the technical and parts manuals. John Deere Warranty terms are limited to years or hours used, whichever comes first, and varies by model. See the LIMITED WARRANTY FOR NEW JOHN DEERE TURF AND UTILITY EQUIPMENT at JohnDeere.com or JohnDeere.ca/TUWarranty for details.	

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		◉ Yes ○ No	John Deere continues to proactively engage small and diverse businesses to support the economic growth of communities. Benefits of a thriving Supplier Diversity Program include: 1. Generates economic opportunities for disadvantaged communities. 2. Promotes supply base competition and creates risk mitigation options. 3. Unlocks innovation and diversity of thought. John Deere Government Sales is increasingly setting aside opportunities for small business entities. John Deere Government Sales has partnered with two small business entities to address this gap. Bravo, Inc. and The Akana Group (Akana). Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business and Akana is an authorized Native American Small Business.	*
51		Minority Business Enterprise (MBE)	◉ Yes ○ No	The Akana Group (Akana), Akana is an authorized Native American Small Business.	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	n/a	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	n/a	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	n/a	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	◉ Yes ○ No	Bravo, Inc. is a certified Service-Disabled Veteran Owned Small Business	*
56		Small Business Enterprise (SBE)	◉ Yes ○ No	The Akana Group (Akana), Akana is an authorized Native American Small Business.	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	n/a	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	n/a	*

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	John Deere's payment terms are Net 30.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	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.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	John Deere dealers use a quoting system called JDQuote2 which allows them to access the Sourcewell contract held by John Deere and apply the correct discount for equipment on contract. John Deere dealers can also become an authorized seller on our contract and would be able to accept Purchase Orders and Invoice Sourcewell members. The dealers would agree to the contract's terms and conditions and sign a dealer agreement. Examples of a Quote and Dealer Agreement are attached.	*

62	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?	No	*
63	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.	John Deere is offering product-category discounts. See uploaded Price Schedule and Price Pages.pdf.	*
64	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 4% to 24% off Current MSRP.	*
65	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.	*
66	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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 will allow Sourced or Open Market items if requested by the Sourcewell member to complete the purchase of John Deere equipment awarded on the contract. Discounts will not be applied to these items. 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”. We successfully use this process on other contracts.	*
67	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 $8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, 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 $8.00 per loaded mile to deliver equipment from the dealership to the agency's location. The charge must appear on the quote or purchase order.	*
69	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.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Dealers who desire to become an authorized seller of the Sourcewell contract must complete a sales training class to ensure they understand and promote the contract per the Terms and Conditions. The dealers also sign a Dealer Agreement stating, they will abide by the contract Terms and Conditions. This process is conducted and facilitated by our Strategic Account Managers. Sourcewell members who purchase from John Deere 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) 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 contact the dealer and work with the dealer and the member to get the issue resolved. The Sourcewell contract is assigned a Price Group or Bonus Code that is used capture each sale on a quarterly basis. A quarterly sales report is generated and audited by the Contract Administration group. After the audit and review is completed, the Contract Administration group submits the proper admin fee to Sourcewell.	*
72	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Our Strategic Account Managers have sales goals and will monitor the use of the Sourcewell contract and the sales performance of the dealer groups in their assigned geographic region. Quarterly sales reports are reviewed to compare the Sourcewell contract sales growth quarter over quarter and year over year.	*
73	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	John Deere will pay Sourcewell a 1.0% admin fee on sales generated from this new contract. John Deere has been a strategic partner of Sourcewell for 14 years and we are honored to be awarded the Sourcewell Legacy Award in 2023. The Sourcewell contracts we hold are very popular and frequently used by our dealers. The utilization continues to grow and expand.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing offered in this bid is consistent with discounts offered on existing current-priced contracts held by Deere.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
75	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	John Deere will offer its complete product offering that fall within the scope of this RFP. Description of the products John Deere will offer include: Residential Zero Turn Radius Mowers Lawn Tractors Garden Tractors Equipment for Lawn & Garden Tractors Commercial Walk-Behind Mowers Commercial QuikTrack Mowers Commercial Zero Turn Radius Mowers Commercial Front Mowers Commercial Wide Area Mowers Equipment for Commercial Mowers Compact Utility Tractors Equipment for Compact Utility Tractors Reel Mowers Special Application Mowers Special Application Vehicles Aercore Debris Maintenance Mid-size Crossover Utility Vehicles Full-size Crossover Utility Vehicles Traditional Utility Vehicles HPX Utility Vehicles Frontier Implements and Attachments Our independent dealer network will provide aftermarket services upon request.	*
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	See response to question 75 for categories of equipment John Deere will offer within this RFP. Only Frontier Implements and Attachments would contain further subcategories: Frontier: -Cutting & Mowing -Hay & Forage -Landscape -Livestock -Material Handling -Planting & Seeding -Snow Equipment -Tillage -Sprayers	*

Table 8B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Lawn and garden equipment for all types of lawn, field and turf care, golf course, landscape, sidewalk, walking path, and parking lot maintenance, and snow removal	◉ Yes ○ No	See uploaded Price Schedule and Price Pages.pdf.	*
78	Irrigation and aeration equipment, systems, parts, and installation	○ Yes ◉ No	No bid	*
79	Beach and waterfront maintenance equipment and accessories	○ Yes ◉ No	No bid	*

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

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 Sourcewell 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 Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

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."

- Pricing - Price Pages.zip - Monday November 25, 2024 14:23:36
- Financial Strength and Stability - 2023-deere-company-annual-report.pdf - Wednesday November 20, 2024 17:16:04
- Marketing Plan/Samples - Marketing Literature Samples.pdf - Wednesday November 20, 2024 17:24:07
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - Combined Quote - Dealer Agree - Invoice.pdf - Tuesday November 26, 2024 10:14:33
- Requested Exceptions (optional)
- Upload Additional Document - Warranty Statement Ag - Turf - Golf.pdf - Tuesday November 26, 2024 10:15:24

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. 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;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal 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. - Jennifer Smith, Contract Administrator, Deere & 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 obligations contemplated in the solicitation proposal.

○ **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
Addendum 6 Grounds Maintenance Eqpt RFP Tue November 12 2024 03:29 PM	☑	1
RFP 112624 Grounds Maintenance Equipment Pre-Proposal Recording Link Mon November 11 2024 08:17 AM	☑	1
Addendum 5 Grounds Maintenance Eqpt RFP Fri November 8 2024 10:31 AM	☑	2
Addendum 4 Grounds Maintenance Eqpt RFP Mon November 4 2024 04:03 PM	☑	1
Addendum 3 Grounds Maintenance Eqpt RFP Mon October 28 2024 03:53 PM	☑	2
Addendum 2 Grounds Maintenance Eqpt RFP Wed October 16 2024 08:40 AM	☑	2
Addendum 1 Grounds Maintenance Eqpt RFP Wed October 9 2024 07:54 AM	☑	2

CITY OF GALVESTON

IDC PARKS SILO

FORECAST

ending 4/30/2025

GALVESTON EST. Texas 1839
INDUSTRIAL DEVELOPMENT CORPORATION

Option 2 -
w/ Shield Accrual

Type B Sales Tax

		FY 2025	FY 2026	FY2027	FY2028	FY 2029
1						
2						
3	EST. AVAILABLE TO APPROP as of 9/30	**6,128,173**	1,484,150	208,081	211,321	254,764
4	PROJECTED REVENUE (1)	**1,910,583**	1,948,795	1,987,771	2,027,526	2,068,076
5	PROJECTED INTEREST EARNED	95,000	30,000	25,000	20,000	15,000
6	**TOTAL PROJECTED REVENUE**	**8,133,756**	**3,462,945**	**2,220,851**	**2,258,847**	**2,337,841**
7	Prior Projects Approved (6) See table A	**1,593,793**				
8	Operating Budget (3) (10)	**1,147,389**	1,147,389	1,149,560	1,147,065	1,150,017
9	Current Encumbrances	**960,220**				
10	Actual Project Expenses-YTD	**2,088,558**				
11	Debt Service for Sandhill Crane (4)	**859,646**	857,475	859,970	857,018	858,732
12	Parks Maintenance Packages (5) (11)		600,000			
	Proposed - Shield Park accrual		*650,000*			
16	**TOTAL PROJECTED COST**	**6,649,606**	**3,254,864**	**2,009,530**	**2,004,083**	**2,008,749**
17	TOTAL AVAILABLE	1,484,150	208,081	211,321	254,764	329,092

(1) Projected Sales Tax Revenue increase is in accordance with forecasts in the City's "Proposed Budget-Rev 2 - FY 2024"
(3) Plus 3% inflationary measure year over year
(4) Bond amount: $5.5M, 6-7 year loan at 2.23% with $50k of bank fees to begin in FY23 and end in FY29
(5) PMP 4 (FY 22) for $600,000, dedicated to improvements and maintenance of Hooper Field
(6) The prior projects carrying over - see Table A
(10) FY25, Op Exp for Parks Crew to increase $150,000 for annual maintenance of SHC Soccer Complex
(11) Proposed PMP 5 (FY24) for $2,051,075

Table A: Projects approved, not encumbered	
Parks Package 4 (Hooper field)	14,393
Sandhill Crane Playground	400,000
Sandhill Crane Soccer Complex- project contingency	271,000
Parks Package 5	908,400
TOTAL Projects approved, not encumbered	**1,593,793**

rev 6/12/2025

Galveston Industrial Development Corp.

FY 2025 --June 2025 Board Meeting
as of Apr 30, 2025

INDUSTRIAL DEVELOPMENT CORPORATION

Project	Approved Amount	YTD FY24	YTD FY 25	Amount Expended Inception To Date	Encumbrances as of Dec 31, 2024	Project Budget / Not Under Contract (yet)	IDC Approval	Council Approval	Status
Beaches									
Post-Hurricane Beach Remediation	605,750	-	-	131,023	-	-	10/6/2020	11/12/2020	Procurement/Planning phase
PAS-Sediment Management Update	150,000	-	-	-	-	150,000	5/3/2022	6/23/2022	Project picked back up FY24
Gulf Palms Drainage Design Project	1,100,000		573	573	959,555	139,872	7/16/2024	8/22/2024	In design phase
Economic Development (3)									
Pelican Island Bridge	4,500,000	-	-	-	-	4,500,000	3/3/2020	6/25/2020	Planning Phase
Pelican Island Bridge- Contingency	900,000	-	-	-	-	900,000	5/3/2022	7/28/2022	Revision to IDC on 7-8-22
Pelican Island Bridge - Addl Funds	2,000,000	-	-	-	-		4/1/2025		Council needs to approve in June 2025
Pelican Island Bridge ROW	35,000	-	-	-	-	35,000	3/4/2025	4/24/2025	Project approved
Airport Project - Taxiway, Apron & Drainage	580,000	41,850	538,150	580,000	-	-	5/2/2023	6/22/2023	Awaiting IDC public hearing 6/6/2023
Airport Project - Parking Lot Improvements	200,000	-	-	-	-	200,000	4/9/2024	5/23/2024	Project Designed; waiting for Construction
Parks									
IDC Parks Crew	550,000	399,888	251,765	399,888	-	150,112	3/6/2018	3/22/2018	Program Underway
Sandhill Crane Soccer Improvements (4)	5,500,000	2,720,629	1,829,481	4,552,268	402,675	545,056	1/27/2022	3/24/2022	Contract awarded 8/24/23
Parks Maint Package #4 (5)	600,000	75,869	-	516,147	69,460	14,393	3/1/2022	4/28/2022	Project nearly complete
Parks Maint Package #5 (8)	2,051,075					2,051,075	3/5/2024	4/25/2024	Project approved; Planning phase
Infrastructure									
Pelican Island Bridge	500,000	-	-	-	-	500,000	3/3/2020	6/25/2020	Planning Phase - awaiting AFA
Pelican Island Bridge- Contingency (6)	100,000	-	-	-	-	100,000	5/3/2022	7/28/2022	Planning Phase - only use if needed
Infrastructure Proj - Parks Crew Maint	160,000	141,190	69,280	141,190	-	18,810	3/6/2018	3/22/2018	Program underway (3.31b)
Sidewalk and Curb Crew	435,000	145,980	119,349	145,980	-	289,020	7/7/2015	8/13/2015	348 jobs completed (ITD)
Drainage Impr Pilot (DIP) Project	2,500,000	771,655	106,253	877,908	253,224	1,368,869	5/7/2024	7/25/2024	In process

Notes:
(4) Sandhill Crane Soccer Complex Impr: Project Total = $7.1m; IDC allocation of $4.73m (of $5.5m CO bonds issued for FY22, repayment FY23-FY29); HOT allocation of $2.37m
(5) Park Maint Package #4 are Improvements to Hooper Field ($600k), public hearing on 4/5/22 and CC mtg 4/28/22
(6) Pelican Island Bridge Contingency - to be used ONLY if needed, after initial funds have been depleted
(7) BUDM Renourishment - Total project approved for $5m ($2.5m per FY20/23), however Actual total will be $3.97m ($1.985m per FY)

GALVESTON
EST. Texas 1839
INDUSTRIAL DEVELOPMENT CORPORATION

DRAFT
Revised 8/6/2024

IDC Calendar: Fiscal Year 25

October 1, 2024 thru September 30, 2025

2024

OCTOBER

10/01/24	IDC Board Meeting @ 9:00am

- Public hearing for approved ED Projects
- Legislative Update
- Orientation for Board Members

NOVEMBER

11/05/24	*No Regular Meeting Anticipated*

DECEMBER

12/03/24	*No Regular Meeting Anticipated*

2025

JANUARY

01/07/25	*No Regular Meeting Anticipated*

- **Staff only**: Sales tax report due 1/31 to Comptroller of Public Accounts- Finance Department

FEBRUARY

02/04/25	IDC Board Meeting @ 9:00am

- Update on the **Parks Silo** and 5-year Funding Plan
- Review Status of Parks Maintenance Package Projects
- GEDP Quarterly update

MARCH

03/04/25	IDC Board Meeting @ 9:00am

- Consider new Parks projects and set public hearing dates if approved
  Update on the **Economic Development Silo** and its 5-year funding plan
- Update from Coastal Windstorm Ins Committee
- Consider annual contract for Coastal Windstorm Insurance Committee

APRIL

04/01/25	IDC Board Meeting @ 9:00am

- Consider new Eco Dev Projects and set public hearing dates if approved
- Update on the **Infrastructure Silo** and its 5-year funding plan
- GEDP Quarterly update

2025 , cont

MAY

05/19/25*

~~05/06/25~~	IDC Board Meeting @ 9:00am

- Consider new Infrastructure Projects and set hearings if approved
- Update on the **Beach Silo** projects and 5-year funding plan

** date change - treasurer availability*

JUNE

06/17/25*

~~06/03/25~~	IDC Board Meeting @ 9:00am

- Consider new Beach projects and set hearings if approved
- In even-numbered years, Council to appoint the board positions 1-4, and confirm positions 5-7 for terms to expire in two years

** Date change due to meeting conflict*

JULY

07/08/25*	IDC Board Meeting @ 9:00 AM

ANNUAL MEETING

- Elect Officers – 1-year term
- Initial FY budget workshop
- GEDP quarterly report
- In even numbered years, Orientation for Board Members: State law, Articles of Inc, By laws, City Contract, and Board Policies.
- Update Officers with the Secretary of State, if necessary.

** date change due to Independence Day Holiday*

AUGUST

08/05/25	IDC Board Meeting @ 9:00am

- Consider FY budget and forward to City Council for approval
- Consider next fiscal year's meeting calendar
- Legislative Update

SEPTEMBER

09/9/25*	IDC Board Meeting @ 9:00am

** date change due to Labor Day holiday*

- Consider contract for legal services
- Consider annual GEDP membership & sponsorship of Economic Development Summit