

EXHIBIT

"A"

**CITY OF ROUND ROCK
AGREEMENT FOR PURCHASE OF SERVICES
RELATING TO REPAIR OF UTILITY PUMPS AND MOTORS
SMITH PUMP COMPANY, INC.**

THE STATE OF TEXAS

CITY OF ROUND ROCK

COUNTY OF WILLIAMSON

COUNTY OF TRAVIS

§
§
§
§
§
§

KNOW ALL BY THESE PRESENTS:

This Agreement is for purchase of services relating to the repair of utility pumps and motors in various City of Round Rock locations, and for related goods and services, and is referred to herein as the "Agreement." This Agreement is made and entered into on this the _____ day of the month of _____, 2015, by and between the CITY OF ROUND ROCK, TEXAS, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the "City," and SMITH PUMP COMPANY, whose offices are located at 1900 West Howard Lane, Austin, Texas 78728, referred to herein as the "Services Provider." This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, City desires to purchase services relating to the repair of utility pumps and motors in various City locations, as set forth in Exhibit "A," and to purchase associated goods and services, and City desires to purchase same from Services Provider; and

WHEREAS, City is a member of the Buy Board Cooperative Purchasing Program ("Buy Board") and Services Provider is an approved Buy Board vendor; and

WHEREAS, City desires to purchase certain services and related goods from Services Provider through Buy Board as set forth herein, pursuant to Texas Local Government Code, Section 271.102; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified goods and services and Services Provider is obligated to sell specified goods and services. The Agreement includes Service Provider's Proposal (attached as Exhibit "B") and any other exhibits, addenda, and/or amendments thereto.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Services Provider** means Smith Pump Company, Inc. or any successors or assigns.

2.01 EFFECTIVE DATE, INITIAL TERM, AND ALLOWABLE RENEWALS

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The initial term of this Agreement shall be for sixty (60) months from the effective date hereof. After that term, this Agreement may be renewed for successive terms of twelve (12) months each, under the same terms and conditions, only upon the express written agreement of both parties, and only provided that Services Provider has performed each and every contractual obligation specified in this Agreement.

C. Prices shall be firm for the duration of this Agreement and for any renewal periods. No separate line item charges shall be permitted for invoicing purposes, including but not limited to equipment rental, demurrage, costs associated with obtaining permits, or any other extraneous charges.

D. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The description of the City' water and wastewater pumps and motors and the various locations to be serviced are set forth in Exhibit "A," and the Service Provider's Proposal is set forth in Exhibit "B," which together with this Agreement comprise the total Agreement as if repeated herein in full.

4.01 SCOPE OF WORK

Services shall satisfactorily provide for the repair of the utility pumps and motors described in Exhibit "A." Services undertakings shall be limited to performing services for the City and/or advising City concerning those matter on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with the Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

City shall pay Service Provider in accordance with the prices set forth on page nineteen (19) of Exhibit "B."

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful Services Provider(s) and Round Rock. Such agreement shall be conclusively inferred for the Services Provider from lack of exception to this clause in the Services Provider's response.

However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated “piggyback” procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City’s current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City’s budget for the fiscal year in question. City may effect such termination by giving Services Provider a written notice of termination at the end of its then-current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by City to Services Provider will be made within thirty (30) days of the date City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date City receives a correct invoice for the goods or services, whichever is later. Services Provider may charge interest on an overdue payment at the “rate in effect” on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- C. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- D. The invoice is not mailed to City in strict accordance with any instruction on the purchase order relating to the payment.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without incurring liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all of City's insurance requirements. Failure to meet or maintain City's insurance requirements shall be considered a material breach of this Agreement.

14.01 CITY'S REPRESENTATIVE

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Buddy Franklin
Utilities and Environmental Services Department
Utility Support Superintendent
2008 Enterprise Drive
Round Rock, Texas 78664
(512) 218-5578

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or

Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, ORDINANCES AND PROGRAMS

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. Services Provider acknowledges and understands that City has adopted a Storm Water Management Program (SWMP) and an Illicit Discharge Ordinance, Sections 14-139 through 14-152 of the City's Code of Ordinances, to manage the quality of the discharges from its Municipal Separate Storm Sewer System (MS4) and to be in compliance with the requirements of the Texas Commission on Environmental Quality (TCEQ) and the Texas Pollutant Discharge Elimination System (TPDES). The Services Provider agrees to perform all operations on City-owned facilities in compliance with the City's Illicit Discharge Ordinance to minimize the release of pollutants into the MS4. The Services Provider agrees to comply with of the City's stormwater control measures, good housekeeping practices and any facility specific stormwater management operating procedures specific to a certain City facility. In addition, the Services Provider agrees to comply with any applicable TCEQ Total Maximum Daily Load (TMDL) Requirements and/or I-Plan requirements.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated herein; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Smith Pump Company, Inc.
Darrel R. Mize
1900 West Howard Lane
Austin, TX 78728

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

Stephen L. Sheets, City Attorney
AND TO: 309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and

that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.


Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

Smith Pump Company, Inc.

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

By:  _____
Printed Name: Jean Radtke
Title: Branch Manager
Date Signed: 10/28/18

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Pump Info Water

Site			Motor		Brand		Pump		Brand	MGD/GPM	Controls
1	3	# 1,2,3 Lake Pump	600 hp Sub/2300V	Plueger		18ENH		Flowserve	8 MGD/5556 GPM	Soft Start	
2	3	# 4,5,6 Lake Pump	400 hp Sub/2300V	Plueger		18 KXH-2		Byron-Jackson	6 MGD/4200 GPM	Direct	
3	3	# 7,8,9 Lake Pump	400 hp Sub/2300V	Plueger		18H 3412		Fairbanks	6 MGD/4200 GPM	VFD (Robicon)	
4	4	# 1,2,3,4 High Service	200 hp Vert/480V	US Motor		15 MQH		Byron-Jackson	3MGD/2100 GPM	Direct	
5	2	# 5,6 High Service	400 hp Vert/480V	US Motor		18 KXH-2		BLO/IP	6 MGD/4200 GPM	Direct	
6	1	# 7High Service	450 hp Vert/480V	US Motor		18 MLK		FloWay	6 MGD/4200 GPM	VFD (Allen-Bradley)	
7	1	# 8 High Service	500 hp Vert/480V	GE		20 MLK/H		FloWay	7.5 MGD/5200 GPM	Soft Start	
8	1	# 9 High Service	500 hp Vert/480V	GE		20 MLK/H		FloWay	7.5 MGD/5200 GPM	Direct	
9	1	# 10 High Service	500 hp Vert/480V	US Motor		23EKM-3		Flowserve	7.5 MGD/5200 GPM	VFD (Robicon)	
10	1	# 11 High Service	500 hp Vert/480V	US Motor		23EKM-3		Flowserve	7.5 MGD/5200 GPM	Soft Start	
11	1	Westinghouse N Well	20hp Sub-230/460v-3	Plueger		8EHL-8		Flowserve	350 GPM	Direct	
12	1	Westinghouse S Well	25hp Sub-230/460v-3	Plueger		8EHM-8		Flowserve	500GPM	Direct	
13	2	WH Booster #1-2	60hp Vert-230/460v-3	GE		12G-3		Byron-Jackson	1000GPM	Direct	
14	4	Bowman Booster #1-4	100hp Vert-230/460v-3	US Motor		14GM-3		Byron-Jackson	1500 GPM	Direct	
15	6	Lake Creek Boos #1-#6	200hp Vert/460v	US Motor		12 HD		Peerless	2000 GPM	Direct	
16	1	Lake Creek Well #1	100hp Vert-230/460v-3	US Motor		781H561		Byron-Jackson	1500 GPM	Direct	
17	1	Lake Creek Well #3	100hp Sub 460v	Franklin		97/200		Crown	1300GPM	Direct	
18	1	Lake Creek Well #4	200hp Vert/460v	US Motor		14EN		Byron-Jackson	2600 GPM	Direct	
19	1	Lake Creek Well #7	125hp Sub/460v	Byron-Jackson		12MQH		Byron-Jackson	1500 GPM	Direct	
20	4	McNeil Booster #1-4	100hp Vert/460v	US Motor		14GM-3		Byron-Jackson	1500 GPM	Direct	
21	3	SE Elevated #1-3	40hp Horz-230/460-3	US Motor		6x8-144/3410		Gould-split	1250 GPM	Direct	
22	3	SE Ground #1-3	300hp Vert/460v	US Motor		20MQL-4		Byron-Jackson	3000 GPM	Direct	
23	3	Stone Oak Booster	50hp Horz/460V	Baldor		3656/3756		Gould-split	750 GPM	Direct	
24	3	Reuse High Service	250hp Vert/460v.	US Motor		16ENL-1		FlowServe	1190 gpm	VFD(Square D)	
25	2	Reuse Transfer Pumps	30hp Vert/460V	Emerson		14ENL-5		FlowServe	1785 gpm	VFD(Square D)	
26	1	Reuse HS Jockey Pump	20hp Sub-460v-3	Franklin		6CLC-6 stage		Goulds	200 gpm	Direct	



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

May 23, 2013

Sent Via E-mail: jeanr@smithpump.com

Jean Radtke
Smith Pump Co., Inc.
301 M&B Industrial
Waco, TX 76712

Proposal Name & Number: Water & Wastewater Pumps & Motors #418-13

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective July 1, 2013. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #418-13 on the following web-site: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact me at 800-695-2919 ext. 7127.

Sincerely,
Melonie Perry
Bid Administrator

Exhibit "B"



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards,
Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



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12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Water and Wastewater Pumps and Motors

Proposal Opening Date and Time:
February 20, 2013 at 2:00 PM

Proposal Number: 418-13

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: July 1, 2013 through June 30, 2014 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date:
May 2013

Smith Pump Company, Inc

Name of Proposing Company

301 M&B Industrial

Street Address

Waco, Texas 76712

City, State, Zip

512-310-1480

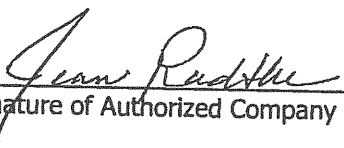
Telephone Number of Authorized Company Official

512-310-1417

Fax Number of Authorized Company Official

2/20/2013

Date



Signature of Authorized Company Official

Jean Radtke

Printed Name of Authorized Company Official

Vice President

Position or Title of Authorized Company Official

1-74-1460081

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Exhibit B

1-1-2012



12007 Research Boulevard • Austin, Texas 78759-2439
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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.

Exhibit "B"



12007 Research Boulevard • Austin, Texas 78759-2439
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Smith Pump Company, Inc General Contact Name: Jean Radtke

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address: jeanr@smithpump.com

Internet Contact: Jean Radtke

Phone: 512-310-1480

Alternate E-mail Address: jimh@smithpump.com

Alternate Internet Contact: Jim Hauser

Phone: 817-583-2060

☐ I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____

Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: jeanr@smithpump.com

Alternate E-mail Address: jimh@smithpump.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are sent via e-mail.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 301 M&B Industrial

Department: Accounts Payables

City: Waco

State: Texas

Zip Code: 76712

Contact Name: Penny Martin

Phone: 254-776-0377

Fax: 254-776-0023

E-mail Address: Penny Martin@smithpump.com

Alternative E-mail Address: chrisg@smithpump.com



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

- ☐ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
☒ My company is not owned or operated by anyone who has been convicted of a felony.
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

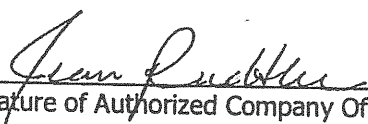
Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name



Signature of Authorized Company Official

Jean Radtke

Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name

Jean Radtke

Signature of Authorized Company Official

Printed Name



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RESIDENT / NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

☒ I certify that my company is a **Resident Proposer.**

☐ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

Smith Pump Company, Inc.	301 M&B Industrial	
Company Name	Address	
Waco	Texas	78641
City	State	Zip Code

A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?

☐ Yes
☒ No

B. What is the prescribed amount or percentage? \$_____ or _____%

VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

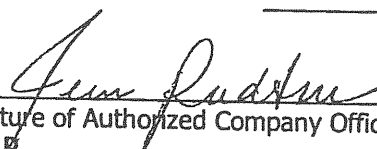
If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

☐ Yes
☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name


Signature of Authorized Company Official

FORM 0

Jean Radtke
Printed Name

Form 1-1-2012 PAPER



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MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE/ HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as a Minority/Women Business Enterprise (also known as a "Historically Underutilized Business" or "HUB" and all referred to in this form as a "MWBE") is encouraged to indicate its MWBE certification status when responding to this Proposal Invitation. The electronic catalogs will indicate MWBE certifications for vendors that properly indicate and document their MWBE certification on this form.

Please check (✓) all that apply

☐ I certify that my company has been certified as a MWBE in the following categories:

☐ **Minority Owned Business**

☐ **Women Owned Business**

Certificate Number:

Name of Certifying Agency:

☒ My company has **NOT** been certified as a MWBE.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Company Name


Signature of Authorized Company Official

Jean Radtke

Printed Name

Exhibit "B"



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☒ **No;** Deviations
☐ **Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: ☐ Common Carrier ☐ Company Truck ☒ Other:

Shipping may be either common carrier or company truck dependent upon the shipment and customer.

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: Variable ARO

4. Vendor Reference/Quote Number: 418-13

5. State your return policy:

Smith Pump Company's return policy is dependent upon our vendors' return policies which is variable. In general, Smith Pump will accept returns of new, unused equipment within 30 days and still in the box with a re-stocking fee as applied by the vendor.

6. Are electronic payments acceptable? ☒ Yes ☐ No

Smith Pump Company, Inc.

Company Name

Signature of Authorized Company Official

Exhibit "B"

Printed Name

FORM F

Form 1-1-2012 PAPER



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Smith Pump Company, Inc

Company Name

301 M&B Industrial

Address

Waco

Texas

76712

City

State

Zip

254-776-0377

254-776-0023

Phone Number

Fax Number

Christopher Browder or Matt Ramburger

Contact Person

Smith Pump Company, Inc.

Company Name

1900 West Howard Lane

Address

Austin

Texas

78728

City

State

Zip

512-310-1480

512-310-1417

Phone Number

Fax Number

Darrel Mize

Contact Person

Exhibit "B"



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Smith Pump Company, Inc.

Company Name

4624 Martin Luther King Frwy.

Address

Fort Worth

Texas

76119

City

State

Zip

817-589-2060

817-595-4900

Phone Number

Fax Number

John Mingle and Shane Keil

Contact Person

Smith Pump Company, Inc.

Company Name

13126A Lookout Ridge

Address

San Antonio

Texas

78233

City

State

Zip

210-656-0530

210-656-2372

Phone Number

Fax Number

Mke Thompson

Contact Person

Exhibit "B"



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Smith Pump Company, Inc.

Company Name

1216 East Jasmine

Address

McAllen

Texas

78501

City

State

Zip

956-687-9949

956-687-9969

Phone Number

Fax Number

Walter Williams and Javier Bazaldua

Contact Person

Smith Pump Company, Inc.

Company Name

5750 Sam Houston Parkway East, Suite 1103

Address

Houston

Texas

77032

City

State

Zip

713-997-8647

Phone Number

Fax Number

Ray Lancon

Contact Person

Exhibit "B"



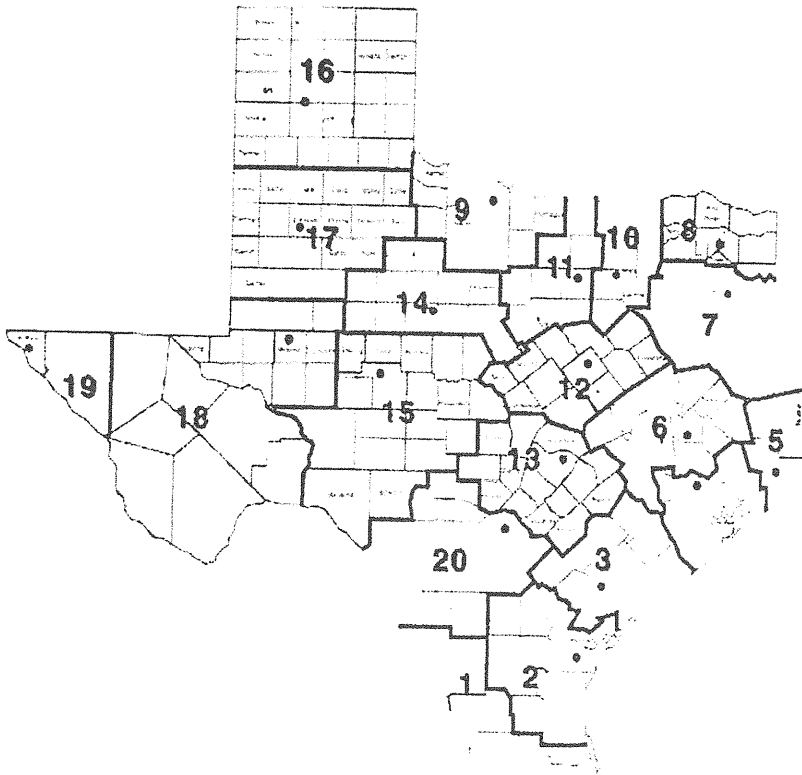
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this Form H and Form I, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

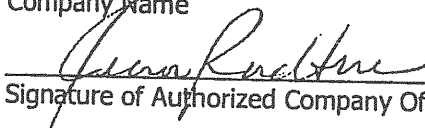
Regional Education Service Centers



- ☐ I will service Texas Cooperative members statewide.
- ☒ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input checked="" type="checkbox"/> 1	Edinburg
<input checked="" type="checkbox"/> 2	Corpus Christi
<input checked="" type="checkbox"/> 3	Victoria
<input checked="" type="checkbox"/> 4	Houston
<input checked="" type="checkbox"/> 5	Beaumont
<input checked="" type="checkbox"/> 6	Huntsville
<input checked="" type="checkbox"/> 7	Kilgore
<input checked="" type="checkbox"/> 8	Mount Pleasant
<input checked="" type="checkbox"/> 9	Wichita Falls
<input checked="" type="checkbox"/> 10	Richardson
<input checked="" type="checkbox"/> 11	Fort Worth
<input checked="" type="checkbox"/> 12	Waco
<input checked="" type="checkbox"/> 13	Austin
<input checked="" type="checkbox"/> 14	Abilene
<input checked="" type="checkbox"/> 15	San Angelo
<input checked="" type="checkbox"/> 16	Amarillo
<input checked="" type="checkbox"/> 17	Lubbock
<input checked="" type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input checked="" type="checkbox"/> 20	San Antonio

Smith Pump Company, Inc.
Company Name


Signature of Authorized Company Official

Jean Radtke
Printed Name

Exhibit "B"

- ☐ I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form H, Texas Regional Service Designation.)*

☐ I will service all states in the United States.

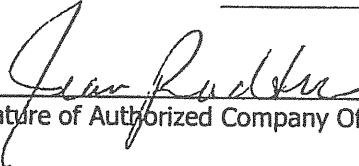
☒ I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|--|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input checked="" type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Smith Pump Company, Inc.

Company Name



Signature of Authorized Company Official

Jean Radtke

Printed Name

Exhibit "B"



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In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form I, State Service Designation, in your Proposal.

NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form I (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form I must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.

Exhibit "B"



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Smith Pump Company, Inc.
Name of Vendor


Signature of Authorized Company Official

February 20, 2013
Date

418-13
Proposal Invitation Number

Jean Radtke
Printed Name of Authorized Company Official

Exhibit "B"



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FEDERAL AND STATE / PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$_____. (The period of the 12 month period is ____/____). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).
2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☒ NO ☐

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

☒ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): Variable _____

Proposed Discount (%): Variable _____

Explanation: Smith Pump strives to offer the best discount available to Buyboard customers. The discount is based upon our vendors' pricing and discount schedule.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Smith Pump Company, Inc.

Exhibit B

Jean Radtke

Printed Name

Signature of Authorized Company Official

FORM K



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REFERENCES AND PRICE/DISCOUNT INFORMATION

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. City of Arlington-Turbine Repair	Tim Cain	817-392-4906	Labor \$66RT/\$99/OT	\$100,000.00	Destination
2. Tarrant Regional Water Dist.	Jonathon Skinner	817-688-5527	Labor \$60RT/\$90/OT	\$100,000.00	Destination
3. City of Fort Worth Turbine Repair	Gary Alford	817-575-8941	Labor-\$70RT/\$105OT	\$100,000.00	Destination
4.	Notes: The City of Fort Worth repair contract is recent (2013). Tarrant Regional contract is 5-year old pricing (up for re-bidding this year) and the City of Arlington contract is 2.5 years old (up for re-bidding in October, 2013).				
5.					

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES ☐ NO ☒ If YES, please explain:

PART II: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (*Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.*) Attach additional pages if necessary. We proudly display the Buyboard sign at trade shows. We attend 6-10 trade shows annually throughout the state.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Smith Pump Company

Company Name

Signature of Authorized Company Official

Jean Radtke

Printed Name

Exhibit "B"



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FORMS CHECKLIST

(Please check (v) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☐ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Deviations/Compliance Signature Form** (Form F)
- ☐ Completed: **Dealership Listings** (Form G)
- ☒ Completed: **Texas Regional Service Designation** (Form H)
- ☒ Completed: **State Service Designation** (Form I)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form J)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form K)
- ☒ Completed: **References and Price Discount Information** (Form L)
- ☒ Completed: **Forms Checklist** (Form M)

***Catalogs/Pricelists must be submitted with proposal response or response will not be considered.**



Water and Wastewater Pumps and Motors -- Proposal No. 418-13

*(Catalogs/Pricelists must be submitted with proposal response or responses will not be considered.)

Item No.	Short Description	Full Description	State Discount (%) From Catalog/Pricelist	State Catalog Name & Brand of Products	Exceptions to Discount (%)
		Section I: Products			
	Discount (%) Off Catalog/Pricelist for: Water & Wastewater Pumps - Wholesale Product Line	Please state the discount (%) off catalog/price list for Water & Wastewater Pumps - Wholesale Product Line. * A detailed catalog/pricelist must be submitted with proposal response.	18%	Liberty Pump	
2	Discount (%) Off Catalog/Pricelist for: Water & Wastewater Pumps - Engineered Product Line	Please state the discount (%) off catalog/price list for Water & Wastewater Pumps - Engineered Product Line. * A detailed catalog/pricelist must be submitted with proposal response.	Sewage Pump - 22% VTP (under 20") - 18% Split Case Pump - 23%	Flowsolve	LNN split case pumps VTPs over 20" bowls.
3	Discount (%) Off Catalog/Pricelist for: Parts for Water & Wastewater Pumps & Motors	Please state the discount (%) off catalog/price list for Parts for Water & Wastewater Pumps & Motors. * A detailed catalog/pricelist must be submitted with proposal response.	5%	Flowsolve	
4	Discount (%) Off Catalog/Pricelist for: Package Residential & Commercial Waste Grinder Station	Please state the discount (%) off catalog/price list for Package Residential & Commercial Waste Grinder Station. * A detailed catalog/pricelist must be submitted with proposal response.	LSGS Simplex Std - 8% LDGS Duplex Std - 8%	Smith Pump	
5	Discount (%) Off Catalog/Pricelist for: All Other Water & Wastewater Related Items	Please state the discount (%) off catalog/price list for All Other Water & Wastewater Related Items. * A detailed catalog/pricelist must be submitted with proposal response.	No Bid		
		Section II: Service & Installation Hourly Rates	Hourly Labor Rate Per Worker		
6	Hourly Labor Rate for: Service of Equipment	Please state the: Hourly Labor Rate for Service of Equipment	\$70/hour regular time \$105/hour over time	Smith Pump Service	Wotan Services
7	Hourly Labor Rate for: Installation of Equipment	Please state the: Hourly Labor Rate for Installation of Equipment	\$70/hour regular time \$105/hour over time	Smith Pump Service	Outside Vendor Services

PROPOSAL NOTE

1. *Required Item to be Submitted with Proposal



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

June 9, 2014

Sent via email to: jeanr@smithpump.com

Jean Radtke
Smith Pump Co., Inc.
301 M&B Industrial
Waco TX 76712

Re: Water & Wastewater Pumps & Motors
BuyBoard Contract 418-13

The Local Government Purchasing Cooperative (BuyBoard) awarded your company the Water & Wastewater Pumps & Motors Proposal 418-13, effective July 1, 2013 through June 30, 2014, with two possible one-year renewals. At this time, we are renewing your contract through June 30, 2015.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder, once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal. Evaluations will be made annually, prior to the expiration date of the contract term, and the BuyBoard reserves the right to discontinue the vendor's contract at that time.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

A handwritten signature in cursive script that reads "Connie W. Burkett".

Connie W Burkett
Contract Administrator

Exhibit "B"



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

May 20, 2015

Sent via Email to: jeanr@smithpump.com

Jean Radtke
Smith Pump Co., Inc.
301 M&B Industrial
Waco TX 76712

Re: Water & Wastewater Pumps & Motors,
BuyBoard Contract 418-13

The contract that the Local Government Purchasing Cooperative (BuyBoard) awarded your company under Water & Wastewater Pumps & Motors Proposal, 418-13, will expire June 30, 2015. At this time, we are renewing your contract through June 30, 2016. This will be the final renewal of this contract.

All discounts, terms, and conditions of your proposal contract will remain the same. If you agree with the renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me immediately via email at connie.burkett@tasb.org.

Reminder: The receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from a member entity may result in a violation of the State of Texas competitive bid statutes, and could cause cancellation of this proposal award. Therefore, all orders must be processed through the Cooperative in order to comply with the contract. We request your assistance in immediately forwarding any orders received directly from member entities. Purchase orders may be sent to us either by fax (800-211-5454) or by email (info@buyboard.com). If by chance an order sent directly to you has been unintentionally processed, please forward it to the Cooperative and note it as **RECORD ONLY** to prevent duplication.

If you have questions or comments concerning this renewal, please contact me as soon as possible at connie.burkett@tasb.org. We appreciate your interest and participation in The Local Government Purchasing Cooperative.

Sincerely,

Connie W Burkett
Contract

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Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.