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Your Public Sector Solutions Center

REQUEST FOR PROPOSALS
For

Waterworks And Wastewater Construction Materials

RFP # 2025-060

Sealed proposals will be accepted until 2:00 PM CT, **October 15, 2025**, and then publicly opened and read aloud thereafter.

Ferguson Enterprises, LLC

Legal Name of Proposing Firm

Steven Schwartz

Municipal Sales

Contact Person for This Proposal

Title

903-508-6341

steven.schwartz1@ferguson.com

Contact Person Telephone Number

Contact Person E-Mail Address

7982 US Highway 69 N

Tyler, TX

75706

Street Address of Principal Place of Business

City/State

Zip

7982 US Highway 69 N

Tyler, TX

75706

Mailing Address of Principal Place of Business

City/State

Zip

Is your business registered with the Texas Secretary of State? Yes No

What is the business's Secretary of State filing number? 5732406

Acknowledgment of Addenda (initial): #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

NOTE: Any confidential/proprietary information must be clearly labeled as "confidential/proprietary". All proposals are subject to the Texas Public Information Act.

Scope of Work

The Scope of Work is to streamline procurement and ensure reliable access to essential infrastructure products for municipal operations. The purpose of this Request for Proposal is to establish catalog-option contracts with qualified vendors to supply materials commonly used in the maintenance, repair, and in-house construction of government-owned water and sewer systems.

5.2.1

Ferguson has built lasting relationships with municipalities across Texas and the nation by consistently delivering competitive pricing, high-quality products, and dependable service. Their ability to understand and adapt to the unique needs of each city—whether large or small—has earned us trust and repeat business. Ferguson’s dedicated utility division, deep product knowledge, and commitment to customer satisfaction allow them to meet diverse municipal requirements efficiently and reliably.

5.2.2

Ferguson offers industry-leading products for underground utilities and facility maintenance, including service brass, pipe repair solutions, tools, hydrants, valves, PPE, and more. These goods are sourced from top manufacturers such as **Ford Meter Box, Mueller Co, Smith-Blair, AFC, McWane, Star Pipeline Products, EBAA, Schonstedt, DeZurik, Apco, and ARI**, ensuring high performance, reliability, and compliance with industry standards.

5.2.3

A wide range of waterworks products are proudly manufactured in the USA by leading companies such as **Mueller, Ford Meter Box, Clow, AFC, Tyler Union, East Jordan (EJ), Smith-Blair, and Romac**. These goods include fire hydrants, valves, pipe fittings, service saddles, repair clamps, and metering systems and known for their durability, compliance with AWWA standards. These products support municipal and industrial projects nationwide with reliable, high-performance solutions.

5.2.4

Having branches across the country allows Ferguson to provide consistent, localized support to customers in every region, ensuring fast delivery, compliance with local regulations, and personalized service. By catering to multiple trades, including waterworks, metering, industrial, plumbing, geo erosion control, and facility products, the company diversifies its offerings, enhances cross-sector expertise, and strengthens its ability to meet a wide range of infrastructure needs.

5.2.5

Ferguson Enterprises Inc., founded in 1953 in Newport News, Virginia, is the largest U.S. distributor of plumbing, HVAC, waterworks, and industrial products. Ferguson Enterprises has grown into a major player in North America's construction and infrastructure markets. With over **1,700 locations** and approximately **35,000 employees**, Ferguson serves residential, commercial, and industrial customers through a vast network of branches, distribution centers, and e-commerce platforms.

Ferguson is known for its customer-centric approach, offering not only products but also value-added services like project management, design support, and logistics solutions.

5.2.6

Ferguson offers Net 30 payment option to support customer purchasing needs, and acceptance of purchasing cards (p-cards), allowing clients to manage cash flow efficiently while streamlining procurement processes.

5.2.7

Ferguson Utility Division holds contracts with numerous cities across Texas, including Austin, Fort Worth, Frisco, Tyler, Denton, Houston, Laredo, McAllen, and many others—demonstrating its strong presence and trusted partnerships throughout the state.

5.2.8

Ferguson's consistent performance and reliability are reflected in its strong track record of contract fulfillment. The company has **never been terminated from a contract due to non-performance**, underscoring its commitment to quality, accountability, and customer satisfaction. This history of dependable service builds trust with municipalities and utility partners, reinforcing Ferguson's reputation as a reliable vendor.

5.2.9

Having a specialized utility division allows Ferguson to deliver tailored support to municipalities and water districts, ensuring expert guidance on underground infrastructure projects. This focused approach enhances responsiveness, streamlines communication, and ensures compliance with local regulations.

5.2.10

While Ferguson's vast resources cannot fully shield it from challenges like supply chain disruptions, economic cycles, natural disasters, or trade restrictions, the company is well-equipped to **alleviate the impact of these issues**. Through strategic sourcing, strong vendor relationships, and nationwide distribution capabilities, Ferguson maintains product availability and service continuity.

5.2.11

Ferguson provides logistical support as needed through its own fleet of trucks and has partnerships with qualified couriers, LTL carriers, and parcel services—ensuring flexible and reliable delivery options.

5.2.12

Freight and delivery charges may apply when shipping certain products that require special handling or fail to meet minimum weight or cost thresholds. This typically includes items

like **galvanized piping, concrete products, and water or wastewater pipes**, which are heavier, bulkier, or more costly to transport. While Ferguson generally includes freight in government pricing, these exceptions ensure efficient logistics and cost management for both the company and the customer.

References

1.

Company Name: ___ City of Denton, Texas

Company Address: 901 B Texas St Denton, Texas 76209

Contact Person & Title: Keith Kading Warehouse Mgr. Procurement

Phone: 940-349-7178--Email: Keith.Kading@cityofdenton.com

Contract Period: 2019- Present Scope of Work: Underground Utility Procurement

2.

Company Name: __City of Tyler

Company Address: 2300 WNW Loop 323

Contact Person & Title: Sherry Pettit Purchasing Manager

Phone: 903-531-1232 Email: spettit@tylertexas.com

Contract Period: 2019 to Present Scope of Work: sand

3.

Company Name: __City of Sherman__

Company Address: 805 South East St Sherman, TX 75090

Contact Person & Title: Evie Falcon Utility Maintenance Coordinator

Phone: 903-392-7215 Email: evief#cityofsherman.com

Contract Period: 2022 - Present Scope of Work:Underground Utility Procurement

4.

Company Name: __City of Celina__

Company Address: N Ohio St Celina Texas 75009

Contact Person & Title: Chris Cox ULM Water Supervisor

Phone: 972-544-7115 Email: CCox@celina-tx.gov

Contract Period: 2022-Present Scope of Work: Underground Utility Procurement

5.

Company Name: _Town of Flower Mound

Company Address: 201 Spinks Dr

Contact Person & Title: Jason Muse Utility Services Public Works

Phone: 972-874-6435 Email: jason.muse@flower-mound.com

Contract Period: 2019-Present Scope of Work: Underground Utility Procurement

Key Members of Municipal Division

Graham Waechter 30+ years (Ferguson)

Area Operations Manager

Ferguson Waterworks

2650 S Pipeline Rd Euless, TX 76040

T: 817-267-3900 C: 817-313-2523

Cole Canady 20 +years (Mueller/Ferguson)

Sales Manager

Ferguson Waterworks Strategic Business – Municipal

200 Park Central Blvd, Georgetown, TX 78626

C:(512) 413-8938

E: cole.canady@ferguson.com

Steven Schwartz (6+ years Municipality and Contracts)

Inside Municipal Sales, DFW & East Texas

7982 US Hwy 69 N.

Tyler, Tx 75706

Office 903.508.6341

Direct 903.508.6342

steven.schwartz1@ferguson.com

Brett Gay (18+ years)

Ferguson Waterworks

Outside Sales

Cell - (817)-240-9191

Chase Cunningham (5+ years Municipal sales)

Municipal & Rural Water Sales

Tyler, Tx 75706

903-941-2328 – Cell

903-508-6341 – Office

Section 5.1

Ferguson Waterworks brings extensive expertise and logistical strength to municipal projects. Our capabilities include deep product knowledge across water, wastewater, and stormwater systems, supported by our national distribution network and long-standing vendor relationships. We offer tailored solutions that align with city procurement standards and project specifications, ensuring timely delivery, regulatory compliance, and cost-effective sourcing. Our team is skilled in navigating government contracts and understands the unique expectations of municipal clients, making Ferguson a reliable partner for city infrastructure needs.

Ferguson Waterworks offers municipalities a strategic advantage through its extensive resources and operational scale. Our deep product knowledge across water, wastewater, and stormwater systems is backed by a robust national distribution network and long-standing vendor relationships. This enables cities to source critical infrastructure components with confidence in quality, compliance, and delivery timelines.

Our ability to access a broad and diverse inventory ensures that cities can meet a wide range of project specifications without delays. Whether it's specialized items like manholes, galvanized piping, or concrete products, Ferguson's logistical strength allows for efficient fulfillment—even when products require special handling or fall outside standard freight terms.

Additionally, our familiarity with government contracts and procurement standards means we can seamlessly align with municipal processes, reducing administrative burden and ensuring regulatory compliance. This makes Ferguson not just a supplier, but a reliable partner in building and maintaining city infrastructure.

5.1.2

Freight and delivery charges may apply when shipping certain products that require special handling or fail to meet minimum weight or cost thresholds. This typically includes items like galvanized piping, concrete products, and water or wastewater pipes, which are heavier, bulkier, or more costly to transport. While Ferguson generally includes freight in government pricing, these exceptions ensure efficient logistics and cost management for both the company and the customer

5.1.3

We are quoting The Turner Company for manholes for Category 7. Ferguson has had a relationship with Turner Company for over a decade.

Ferguson is committed to fulfilling all product requests. Leveraging the extensive scale of our operations, we maintain access to an exceptionally broad and diverse inventory, enabling us to meet a wide range of customer needs efficiently and reliably. Links and List Prices available on request.

EXHIBIT 1

CATEGORIES OFFERED

CATEGORY OFFERING:

Please place a checkmark next to each Category that you are offering in your proposal:

- Category #1: Fire Hydrants**
- Category #2: Valves**
- Category #3: Service Line Taps & Stops**
- Category #4: Valves Stacks and Boxes**
- Category #5: Water Line Pipe, Fittings, and Appurtenances**
- Category #6: Sewer Line Pipe, Fittings, and Appurtenances**
- Category #7: Manholes And Cleanouts**
- Category #8: Clamps & Brass Fittings**
- Category #9: Other Ancillary Goods or Services**

EXHIBIT 1 - WORKSHEET

PROPOSED DISCOUNT FOR RFP #2025-116

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

****Provide a link to your catalog product offering:** <https://www.muellercompany.com/fire-protection/ulfm-hydrants/>

1 Describe Your Category Offerings & Discount Below:

Mueller	<u> 20 </u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	Hydrant Repair Parts, Kits, and Extensions	<u> 15 </u> %
B	Flush Hydrants	<u> 0 </u> %
C	Smart Hydrants	<u> 0 </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #2: Valves

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

****Provide a link to your catalog product offering:** https://www.muellercompany.com/water-works/valves/

2

Describe Your Category Offerings & Discount Below:

Gate Valves 2"-12"	25 %
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If your discount varies by subcategory, list those subcategories Below*:

A	Gate Valves 14" to 24"	25 %
B	Check Valves and 3"- 48" BFVs	15 %
C	Valve Repair Parts	20 %

*You may add additional pages if you are proposing additional subcategories.

Category #3: Service Line Taps & Stops

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

<https://www.muellercompany.com>

****Provide a link to your catalog product offering:** <https://www.fordmeterbox.com/home/>

3

Describe Your Category Offerings & Discount Below:

Mueller and Ford	<u>28</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	Tap Sleeves	<u>20</u> %
B	Tap Saddles	<u>20</u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #4: Valves Stacks and Boxes

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

<https://www.sigmaco.com/>

****Provide a link to your catalog product offering:** <https://www.tylerunion.com/>
<https://dfwplasticsinc.com/>

4

Describe Your Category Offerings & Discount Below:

Import	<u>15</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	Domestic	<u>8</u> %
B	DFW Mater Boxes	<u>20</u> %
C		<u> </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #5: Water Line Pipe, Fittings, and Appurtenances

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

<https://www.sigmaco.com/>

<https://www.tylerunion.com/>

****Provide a link to your catalog product offering:** <https://www.starpipeproducts.com/>

5 Describe Your Category Offerings & Discount Below:

Import	<u> 20 </u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	Domestic	<u> 8 </u> %
B	P401	<u> 8 </u> %
C	Fabricated	<u> 0 </u> %

*You may add additional pages if you are proposing additional subcategories.

Category #6: Sewer Line Pipe, Fittings, and Appurtenances

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

****Provide a link to your catalog product offering:** <https://www.westlakepipe.com/>

6 Describe Your Category Offerings & Discount Below:

Napco/Westlake/Plastic Trends	<u>33</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	_____ %
B	_____ %
C	_____ %

*You may add additional pages if you are proposing additional subcategories.

Category #7: Manholes And Cleanouts

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

**Provide a link to your catalog product offering: https://www.theturnerco.com/

7

Describe Your Category Offerings & Discount Below:

Concrete Manholes	<u>10</u> % Plus Freight < 50K LBs
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If your discount varies by subcategory, list those subcategories Below*:

A	RCP	<u>10</u> % Plus Freight < 50K LBs
B	Vaults	<u>0</u> % Plus Freight < 50K LBs
C	Box Structures	<u>10</u> % Plus Freight < 50K LBs

*You may add additional pages if you are proposing additional subcategories.

Category #8: Clamps & Brass Fittings

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

<https://www.fordmeterbox.com/products>

****Provide a link to your catalog product offering:** <https://www.muellercompany.com/water-works/service-brass/>

8

Describe Your Category Offerings & Discount Below:

Brass Service Fittings	Ford and Mueller	<u>25</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	Meter setters & Reseters	Ford and Mueller	<u>15</u> %
B	Repair Clamps	Ford and Mueller	<u>20</u> %
C	Repair Clamps	SmithBlair	<u>20</u> %

*You may add additional pages if you are proposing additional subcategories.

Category #9: Other Ancillary Goods or Services

Item	Description	% Discount Off Your Current List Price
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Can you provide this product? (Y/N) Y

<https://www.meritbrass.com/>

****Provide a link to your catalog product offering:** <https://www.pollardwater.com/>

9

Describe Your Category Offerings & Discount Below:

Merit Malleable Brass	Import	<u>40</u> %
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If your discount varies by subcategory, list those subcategories Below*:

A	Merit Brass Nipples	Import	<u>40</u> %
B	Merit Brass Nipples and Malleable Brass Domestic		<u>25</u> %
C	Pollardwater		<u>0</u> %

*You may add additional pages if you are proposing additional subcategories.

** If you cannot provide a catalog link for the items you are proposing in each category, please include a copy of your printed catalog with this worksheet.

EXHIBIT 3: SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
		X	
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	X
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	X
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	X
5.	Southeast	Beaumont-Port Arthur	X
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	X
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	X
8.	Capital Texas	Austin-Round Rock	X
9.	Alamo	San Antonio-New Braunfels Victoria	X
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	X
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:			
Indicate in the appropriate box whether you are proposing to provide service to all fifty (50) states.			
Will service all fifty (50) states		Will not service fifty (50) states	
		X	
<p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</p>			
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area
1.	Alabama		
2.	Alaska		
3.	Arizona		
4.	Arkansas		
5.	California		
6.	Colorado		
7.	Connecticut		
8.	Delaware		
9.	Florida		
10.	Georgia		
11.	Hawaii		
12.	Idaho		
13.	Illinois		
14.	Indiana		
15.	Iowa		
16.	Kansas		
17.	Kentucky		
18.	Louisiana		
19.	Maine		
20.	Maryland		

21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		X
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

ATTACHMENT I

**FORM COG07-25(A1)
INSTRUCTIONS FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

Compliance with the Solicitation

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

Compliance with the NCTCOG Standard Terms and Conditions

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the NCTCOG standard terms and conditions.

Acknowledgment of Insurance Requirements

By signing its submission as applicable, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within **ten (10)** working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements, if required, are outlined in the General Terms and Conditions.

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

ATTACHMENT II
FORM COG07-25(B1)
CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, Timothy Trout, (typed or printed name) certify that I am the Director - Utility Sales (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

ATTACHMENT III
FORM COG07-25(C1)
RESTRICTIONS ON LOBBYING CERTIFICATION

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding **one hundred thousand dollars (\$100,000)** at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of **one hundred thousand dollars (\$100,000)** to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding **one hundred thousand dollars (\$100,000)**, **NCTCOG** requires its subcontractors of that grant to file a certification that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with **NCTCOG** a disclosure form if the subcontractor or its employees have made or have agreed to make any payment using non-appropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

**LOBBYING CERTIFICATION
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

ATTACHMENT IV
FORM COG07-25(D1)
DRUG-FREE WORKPLACE CERTIFICATION

The Ferguson Waterworks (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the Ferguson Waterworks (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76), and the U.S. Department of Transportation (49 CFR Part 90), the Federal Transit Administration (41 U.S.C 702) and the Federal Highway Administration (49 CFR Part 32).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within **ten (10)** days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

ATTACHMENT V

FORM COG07-25(E1) CONFLICTS OF INTEREST DISCLOSURE

Purpose: The purpose of the Conflict of Interest Disclosure is to protect the North Central Texas Council of Governments' (NCTCOG) interest when it is contemplating entering into a contractual arrangement by ensuring a fair and unbiased selection process. This disclosure helps mitigate the risk of real or perceived conflicts of interest for members of the selection committee regarding personal interests in the selection of a proposer.

Definitions: For the purpose of this policy the following terms shall have the following meanings:

“Conflict of Interest” shall mean any situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity. Examples of conflict of interest include:

- Is currently employed by, or is a consultant to or under contract with NCTCOG; or,
- Is negotiating or has an arrangement concerning future employment or contracting with NCTCOG.

“Financial interest” shall mean any person who has, directly or indirectly, through business, investment, or family relationship any of the following:

- An ownership or investment interest in any entity with which NCTCOG has a transaction or Contractual arrangement; or,
- A compensation arrangement with any entity or individual with which the NCTCOG has a transaction or Contractual arrangement; or,
- A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NCTCOG is negotiating a transaction or arrangement.

“Business Relationship” shall mean a connection between two or more parties based on commercial activity of one of the parties. The term does not include connection based on:

- A transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; or,
- A transaction conducted at a price and subject to terms available to the public; or,
- A purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Determining Whether a Conflict of Interests Exists: A conflict of interest exists if an employee of the proposing firm has a real or perceived financial interest or may receive personal benefit because of their decision with regards to NCTCOG'S selection process. All proposal team members are required to disclose any conflict of interest to NCTCOG for review. As part of NCTCOG'S review, NCTCOG may request to discuss the conflict of interest with the proposal team member.

CONFIDENTIAL

STATEMENT OF DISCLOSURE

The entity identified below, through its authorized representative, hereby certifies that no conflict of interest exists herein:

SIGNATURE OF AUTHORIZED PERSON: 

NAME OF AUTHORIZED PERSON: Timothy Trout

NAME OF COMPANY: Ferguson Waterworks

DATE: 10/13/2025

ATTACHMENT VI
FORM COG07-25(F1)
CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found liable for unfair business practices in a civil or criminal judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found liable for unfair business practices in a civil or criminal judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

ATTACHMENT VIII
FORM COG07-25(H1)
REQUIRED STATE CLAUSES CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and Texas Government Code sections 2271-2276, for required state clauses:

- a. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- b. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. The **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

- c. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. The **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended for any of the activities included herein:

SIGNATURE OF AUTHORIZED PERSON:	 _____
NAME OF AUTHORIZED PERSON:	Timothy Trout _____
NAME OF COMPANY:	Ferguson Waterworks _____
DATE:	10/13/2025 _____

ATTACHMENT IX

**THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
FORM COG07-25(II)**

**CERTIFICATION REGARDING DELINQUENT CHILD SUPPORT
(only to be completed by FOR-PROFIT agencies)**

SECTION 82. SEC. 231.006, Family Code as added by House Bill 655: INELIGIBILITY TO RECEIVE STATE GRANTS OR LOANS OR RECEIVE PAYMENTS ON STATE CONTRACT:

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.
- (d) A contract, bid, or application subject to the requirements of this section must include the following statement:

“Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.”
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Subsection (a), the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney’s fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- (g) This section does not create a cause of action to contest a bid or award of a state grant, loan, or contract. This does not impose a duty on the Title IV-D agency to collect information to send to the comptroller to withhold a payment to a business entity. The Title IV-D agency may identify a business entity that is ineligible to receive a state payment under Subsection (a) and to ensure that a state payment to the entity is not made. This system should be implemented using existing funds and only if the Title IV-D agency, comptroller, and other affected agencies determine that it will be

cost effective.

- (h) This section does not apply to a contract between governmental entities.
- (i) The Title IV-D agency may adopt rules or prescribe forms to implement any provision of this section.

Agency name: Ferguson Waterworks



Signature of authorized representative

Director - Utility Sales

Title of authorized representative

10/13/2025

Date

ATTACHMENT X

FORM COG07-25(J3)

NCTCOG FEDERAL REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES

Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards (Contractor)

1. **Equal Employment Opportunity.** PROVIDER shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, sex, and religion.
2. **Davis-Bacon Act.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
3. **Contract Work Hours and Safety Standards.** PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
4. **Rights to Invention Made Under Contract or Agreement.** PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.
5. **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
6. **Debarment/Suspension.** PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision “Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions”.
7. **Restrictions on Lobbying.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.450. PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding **one hundred thousand dollars (\$100,000)**. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. **Procurement of Recovered Materials.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.

- 9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The PROVIDER agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471 PROVIDER shall certify its compliance through execution of the Contract. The PROVIDER shall pass these requirements down to any of its contractors funded under this Agreement. The PROVIDER shall notify NCTCOG if the PROVIDER cannot comply with the prohibition during the performance of this Agreement.
- 10. Domestic Preference.** As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- 11. Termination For Convenience.** The PROVIDER may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.
- 12. Trafficking in Persons.** PROVIDER agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the PROVIDER, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the PROVIDER (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the PROVIDER indicates a violation of the applicable prohibitions.
- 13. Whistleblower Protection.** PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.
- 14. Internal Controls.** The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in

compliance with federal statutes, regulations, and the terms and conditions of the federal award, including reasonable cybersecurity and other measures to safeguard information.

The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Timothy Trout

NAME OF COMPANY:

Ferguson Waterworks

DATE:

10/13/2025

-OR-

The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. Representatives from HUB companies should identify themselves and submit a copy of their certification.

NCTCOG recognizes the certifications of both the State of Texas Program and the North Central Texas Regional Certification Agency. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Local businesses seeking M/W/DBE certification should contact:

North Central Texas Regional Certification Agency
624 Six Flags Drive, Suite 100
Arlington, TX 76011
(817) 640-0606
<http://www.nctrca.org/certification.html>

Submitter must include a copy of its minority certification documentation as part of this solicitation.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

N/A
Authorized Signature

N/A
Typed Name

N/A
Date

Subscribed and sworn to before me this _____ day of _____ (month), 20__ in

_____ (city), _____ (county), _____ (state).

Notary Public in and for _____ (County),
State of _____ Commission expires: _____

SEAL

ATTACHMENT XII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

2 CFR Part 180 excludes entities and individuals that the federal government has either debarred or suspended from obtaining federal assistance funds through grants, cooperative Agreements, or third-party contracts. **NCTCOG** has elected to include the requirements of the 2 CFR Part 180 in all third-party contracts for federal funds. A certification process has been established as a means to ensure that debarred, suspended, or voluntarily excluded persons do not participate in a federally assisted project. The inability of a person to provide the required certification will not necessarily result in a denial of participation in a covered transaction. A person that is unable to provide a positive certification as set forth in the Circular may submit a complete explanation attached to the certification. **NCTCOG** will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. **Failure to furnish a certification or any explanation may disqualify that person from participating in the project.**

Each potential third-party contractor, subcontractor under a third-party contract, subgrantee, or subrecipient must provide to the grantee or recipient of a cooperative Agreement, as appropriate, a certification for a lower-tier participant. In general, lower-level employees or procurements of less than **twenty-five thousand dollars (\$25,000)** will not be covered by the certification process procedures, except in the case of procurements with individuals that would have a critical influence on or substantive control over the project; nevertheless, a participant is not authorized to involve a lower-level employee or enter into a contract of less than **twenty-five thousand dollars (\$25,000)** with a person actually known by the participant to be debarred, suspended or voluntarily excluded.

NCTCOG requires each potential contractor subgrantee, or subrecipient for a third-party Contract to complete the certification for itself and its principals.

If an applicant for a grant or cooperative Agreement or a potential contractor for a third-party contract knowingly enters into a lower-tier covered transaction such as a third-party contract or subcontract under a major third-party contract or subgrant with a person that is suspended, debarred, ineligible, or voluntarily excluded from participation in the project, in addition to other remedies available to the Federal Government, **NCTCOG** may terminate the grant or subcontract, the underlying grant or cooperative Agreement for cause or default.

CERTIFICATION INFORMATION

This certification is to be used by contractors pursuant to 2 CFR Part 180 when any of the following occur:

- any transaction between the contractor and a person (other than a procurement contract for goods and services), regardless of type, under a primary covered transaction; and,
- any procurement contract for goods or services when the estimated cost is **twenty-five thousand dollars (\$25,000)** or more; and,
- any procurement contract for goods or services between the contractor and a person, regardless of the amount under which the person will have a critical influence on or substantive control over that covered transaction. Such persons include principal investigators and providers of federally required audit services.

A *procurement* transaction is the process of acquiring goods and services.

A *nonprocurement* transaction is the granting of financial assistance to entities to assist the grantor in meeting objectives that are mutually beneficial to the grantee and grantor.

**A COPY OF THIS CERTIFICATION IS TO BE FURNISHED TO AUTHORIZED FUNDING
AGENCY REPRESENTATIVES UPON REQUEST.**

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATION

Timothy Trout being duly
(Name of Certifying Official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither
Cole Canady, nor its principals
(Name of lower tier participant)

are presently:

- debarred, suspended, proposed for debarment; and,
- declared ineligible; and,
- or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the above identified lower tier participant is unable to certify to any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

EXCEPTIONS:

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.



Signature of Certifying Official

Director - Utility Sales
Title

10/13/2025
Date of Certification