

# **TXShare**

**Your Public Sector Solutions Center**

**REQUEST FOR PROPOSALS**  
**For**  
**Waterworks And Wastewater Construction Materials**

**RFP #2025-116**

September 2025

# TXShare

Your Public Sector Solutions Center

## REQUEST FOR PROPOSALS For

### Waterworks And Wastewater Construction Materials

RFP # 2025-060

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

APSCO

Legal Name of Proposing Firm

Daniel Prinz

Contact Person for This Proposal

Regional Manager

Title

469-595-0243

Contact Person Telephone Number

Daniel.Rapscott@tx.com

Contact Person E-Mail Address

6700 Hwy 34

Street Address of Principal Place of Business

Quinlan TX

City/State

75410

Zip

PO Box 125

Mailing Address of Principal Place of Business

Abilene TX

City/State

79602

Zip

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

What is the business's Secretary of State filing number? 17510373289

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.**

## SECTION 1: OVERVIEW

### PURPOSE

The North Central Texas Council of Governments ("NCTCOG") seeks an experienced vendor or vendors to provide the goods or services described herein to the members of its TXShare Cooperative Purchasing Program ("TXShare"). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services.

This RFP is soliciting innovative proposals on behalf of TXShare membership from qualified vendors to provide catalog contracts **offering waterworks and wastewater construction materials**. The member entities will decide individually if they wish to use the awarded contracts. Awarded contractors will also be able to market their services to any government entity as a cooperative contract.

The vendor shall thoroughly describe all the services that it desires to provide in the proposal it submits.

#### 1.0.1 Definitions:

- "RFP" or "solicitation" – this Request for Proposals document;
- "Vendor" - interested business;
- "You" or "Offeror" - vendor responding with a proposal;
- "Contractor" – Offeror awarded a contract;
- "Governmental Entity" – a government agency or non-profit organization;
- "Customer" – a governmental entity.

#### 1.0.2 Outcome

The desired outcome of this RFP is for NCTCOG to enter into a Master Services Agreement ("MSA") with one or more Contractors to supply municipalities, counties, utility districts, school districts and other governmental agencies ("Customer", "Government Entity") with assistance to obtain the described services from fully licensed vendors authorized to do business in the locations selected on Exhibit 3.

The NCTCOG intends to award Contracts through its TXShare purchasing cooperative to multiple Contractors. Members of TXShare ("Customer" or "Member") will have the option to utilize these contracts to fulfill their needs. The contract award does not guarantee any specific number of sales to any firm awarded under this contract. The goods or services will be ordered on an as-needed basis by TXShare members at their sole discretion. There are no scheduled orders at this time, but there is the expectation that needs will arise among the various Customers of the TXShare cooperative. Vendors awarded contracts will be uniquely positioned to market their products to these Customers. Each Customer will negotiate their own order terms on an as needed basis.

## SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

### 2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

#### 2.0.1 How Does a Cooperative Purchasing Program Work?

A government cooperative purchasing program, such as TXShare, is a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more government agencies to obtain a more economical purchase.

Government entities (cities, counties, water districts, school districts, etc.) sign up as members to use cooperative purchasing programs through a cooperative purchasing agreement. Additionally, non-profit organizations are allowed to sign up as members.

#### 2.0.2 How Does a Government Entity Benefit?

Cooperatives help government agencies find the right goods and services that best fits their need and expedite purchases without requiring additional solicitations (RFP or IFB) to comply with laws and regulations.

TXShare uses the NCTCOG as the lead public entity to publicly solicit and award contracts through a Request for Proposal ("RFP") process. TXShare members are eligible to access these contracts by signing an intergovernmental agreement with the NCTCOG, thereby eliminating the need to complete their own RFP process.

Membership in the TXShare cooperative purchasing program provides the agencies with access to contracts for goods and services at pre-negotiated rates or prices. Typically, the entity member then purchases the goods or services by negotiating with the cooperative's awarded vendors and places purchase orders, or enters into sub-agreements, based on the rates or prices listed in the cooperative purchasing program's contracts.

#### 2.0.3 How Does A Vendor Benefit?

A Request for Proposal (RFP) such as this one is a document that competitively solicits bids from potential vendors for goods or services. The lead public entity (NCTCOG) is an independent government entity that carries out the advertising and bid procedures required by state law.

All of TXShare's contracts are competitively bid and publicly awarded through this process. NCTCOG prepares the RFP incorporating the required cooperative purchasing language that allows its entity members across the nation to utilize the awarded contract(s).

Vendors respond to the RFP by submitting their proposals. NCTCOG evaluates the responses and awards a Master Services Agreement for the TXShare cooperative, thus establishing the availability for nationwide use of the resulting contracts.

Vendors who successfully compete in the RFP process and are awarded a contract may market to any public entity or non-profit and can then forgo the RFP process for an individual entity.

When marketing to a customer, the awarded vendor can provide a quote to the customer for its unique needs based on the pricing, terms and conditions of its contracts. For a vendor, being awarded a cooperative contract can help shorten the sales cycles considerably. This is especially beneficial for smaller firms, like startups, that may not otherwise be able to access the government market.

#### 2.0.4 Mutual Benefits

Performing a competitive bidding process typically takes in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don't require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and

money as well as is an “ace in the hole” for a vendor when closing the sale on its goods or services covered by a cooperative contract. Smaller government customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power. Contractors awarded a TXShare contract should always mention to prospective Customers that they hold a TXShare contract.

Note: There is no obligation on the part of any Customer to purchase goods or services through the awarded contracts nor is there any guarantee, implied or otherwise, that the awarded contractor(s) will make any sales based on this solicitation.

## **2.1 NCTCOG OVERVIEW**

The NCTCOG is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development. NCTCOG serves a 16-entity metropolitan region surrounding the cities of Dallas and Fort Worth.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly, which annually elects a 17-member Executive Board. The Board also includes one ex-officio non-voting member of the legislature. The Executive Board is supported by policy development, technical advisory, and study committees, as well as professional staff.

## **2.2 TXSHARE OVERVIEW**

The TXShare Purchasing Cooperative is a program of the NCTCOG. Currently the TXShare Purchasing Cooperative has over 300 members from across the USA, including counties, cities, school districts, and special districts.

## **2.3 TXSHARE PROGRAM EXPLANATION**

NCTCOG intends to make the contract awarded from this solicitation available to other public entities through TXShare. By promoting their TXShare contract(s) to public entities, contractors reduce the need to repeatedly respond to public customer bids or requests for proposals. The contractor then realizes substantial efficiencies that will increase sales opportunities. Contractors agree to pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare contracts awarded and held by the contractor. This administrative fee is not an added cost to be invoiced by the contractor to TXShare participants. This administrative fee covers the costs of contract marketing and facilitation incurred by TXShare.

Under the TXShare program, any public customer or non-profit can use the TXShare contract and its selected contractor(s) to make purchases necessary to pursue their own needs. Offerors awarded a contract under the TXShare program may offer their services nationwide if they desire to do so. The TXShare contract offers a unique advertising advantage to a contractor to promote its services, as the contract satisfies most public entities' procurement requirements.

## **2.4 CONTRACT MANAGEMENT AND REPORTING**

The contractor will be required to track and report to NCTCOG its TXShare sales activities relating to the master contract. The contractor will be required to provide management reports on a quarterly basis. Examples of management report data include, but are not limited to:

- Participating public customer's name; pricing option chosen; total fee charged. NCTCOG and contractor will agree to form and content of reports after award of contract.

## **2.5 ADMINISTRATIVE FEE**

TXShare will collect an administrative fee, in the form of a percentage of sales, that will apply to all sales between the contractor and public entities using the cooperative program awarded contract. NCTCOG is included as a public entity customer as it may also make purchases through the contract. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The administration fee for this program will be 2.5% of sales. This fee shall be calculated into your rate card and shall not be invoiced separately to the Customer.

**2.6 INTERLOCAL AGREEMENT**

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties understand, and all parties hereby expressly agree, that the NCTCOG is not an agent of, partner to or representative of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government customer's purchase.

**2.7 STANDARD TERMS AND CONDITIONS**

The NCTCOG Procurement Standard Terms and Conditions can be found at [www.nctcog.org](http://www.nctcog.org) in the "Open Solicitations" tab, or by clicking [HERE](#). Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

**2.7 RESPONDENT ELIGIBILITY**

Firms that are legally required to register with the Texas Secretary of State must provide their current filing number on the Cover Page (page 2) of this document and include the Cover Page with their proposal.

## SECTION 3: GENERAL INFORMATION

### 3.0 CONTRACT INTENT

NCTCOG intends to contract with one or more qualified Offeror(s) based upon the qualifications of the Offeror and the categories of goods or services they are able to provide. However, NCTCOG anticipates exploring any viable alternative for providing these goods or services and may decide, after reviewing the proposals submitted, to reject all proposals and not to enter into any agreement.

### 3.1 ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a submission's content or to exclude any relevant or essential data there from. You are at liberty and are encouraged to expand upon the specifications to give additional evidence of your ability to provide the services requested in this solicitation.

### 3.2 ADDENDA

Addenda to this solicitation will be made available to vendors on the Bidnet Direct website. It is the vendor's responsibility to check for any addenda that may be issued. You shall acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP and submit with their proposal.

### 3.3 SOLICITATION SCHEDULE

The anticipated schedule for the RFP process is given below. All times indicated are Central Time (CT).

The anticipated schedule is as follows:

<b>RFP Issued</b>	<b>September 24, 2025</b>	
<b>Pre-Proposal Conference</b>	<b>None</b>	
<b>Inquiry Period Ends</b>	<b>October 8, 2025</b>	<b>5:00 PM CT</b>
<b>Proposal Due Date</b>	<b>October 15, 2025</b>	<b>2:00 PM CT</b>
<b>Planned Contract Award</b>	<b>November, 2025</b>	

NCTCOG reserves the right to change this schedule at any time.

### 3.4 PRE-PROPOSAL CONFERENCE

None

### 3.5 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Vendors will have the ability to submit questions in writing via the Bidnet platform until the proposal deadline. However, it is important to note that questions received less than seven (7) days prior to the proposal due date may not be answered in a timely manner. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document. Proposers are responsible for reviewing the Bidnet Direct website for any updates related to this RFP prior to the closing date.

### 3.6 PROPOSAL SUBMISSION

In order to respond to this RFP, as well as receive notifications, updates, addenda, and other information regarding this solicitation, NCTCOG requires that Respondents be registered with Bidnet Direct.

Registration with Bidnet Direct allows vendors to view all of the NCTCOG's active procurement solicitations. The landing page for this project is found [here](#). For your review, below are links that direct vendors to Bidnet Direct's training videos to help you navigate BidNet Direct.

[How to use Bidnet Direct](#)

[Searching/Responding to Bids](#)

[Managing your Account](#)

Electronic submission of proposals shall be made in English, in searchable PDF format, and must be finished uploading to the Bidnet Direct portal no later than 2:00 P.M. (Central Time) – **October 15, 2025**. Proposals that have not completed uploading will be rejected by the Bidnet system.

It is the responsibility of the respondent(s) to ensure that the proposals are received in the Bidnet Direct portal by the designated due date and time. NCTCOG assumes no responsibility for delays caused by connectivity, website access, or any other access limitations. Late proposals will not be accepted by Bidnet Direct nor by NCTCOG through any other means of delivery and will not be opened nor considered in the evaluation of the proposal.

Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

#### **Submission Support and Guidance**

For assistance with the submission process, please refer to this helpful video link:

[Lesson 3 - Creating and Submitting a Bid](#)

Vendors are strongly encouraged to submit their proposals as early as possible and (at least 12 to 24 hours prior to the deadline) and not wait until the due date to attempt an upload to allow sufficient time to address any technical issues that you may have arise with the Bidnet Direct platform.

For Bidnet Direct vendor support, please contact:

- Phone Support: (800) 835-4603 Option 2
- Email Support: [support@bidnet.com](mailto:support@bidnet.com)

Proposals received will be publicly opened after the response submission deadline on Bidnet Direct. Only the names of the vendor submitting the proposal will be read aloud. No other information will be disclosed at that time.

Proposal information is restricted and not publicly available until after the award of a contract. All documents associated with the proposal submitted, unless the respondent indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Public Information Act. All information obtained in the course of this solicitation will become property of NCTCOG.

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

### **3.7 PUBLIC OPENING**

The public opening for this RFP will be conducted beginning approximately 2:05 PM CT on the date proposal submissions are due. The opening meeting will be held virtually via Microsoft Teams and will be recorded. Please note that a large volume of proposals may result in a lengthy opening process.

Here is the Teams access information:

[Join the meeting now](#)

Meeting ID: 237 549 086 285 3

Passcode: 8bW3Rv9P

#### **Dial in by phone**

[903-398-6572](#)

Phone conference ID: 437 332 007#



If you are dialing in, please notify the organizer of the meeting of your phone number so the lobby can be monitored.

Only the names of the Offerors submitting a proposal will be read aloud. No other information will be disclosed at the time of opening.

Any part of the proposal that you desire to declare as confidential information must be noted as such where the information is found in the proposal. Claims of confidentiality are subject to the opinion of the Texas Office of the Attorney General, should NCTCOG receive an open records request.

## **SECTION 4: EVALUATION AND AWARD**

### **4.0 TIME FOR EVALUATION**

Unless stated otherwise elsewhere in this Request for Proposals, all proposals of qualification submitted shall remain valid for a minimum of 90 (ninety) calendar days after the due date to allow adequate time for evaluation and award.

### **4.1 EVALUATION PROCESS**

All submissions in response to this solicitation will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

A proposal review committee will be assembled to perform the evaluations. Once proposals have been submitted, the NCTCOG will conduct discussions with the offeror or offerors whom the NCTCOG determines to be reasonably qualified for the award of the contract. Non-responsive submissions (those not conforming to the solicitation requirements) will be eliminated. Each respondent bears sole responsibility for the items included or not included in the response submitted by that respondent. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this solicitation.

A proposal review committee will be assembled to perform the evaluations. In the initial phase of the evaluation process, the evaluation committee will review all proposals that have been received before the solicitation due date.

The NCTCOG reserves the right to reject any and all submittals and to waive any informality in submittals received, deemed to be in the best interest of the NCTCOG.

### **4.2 BAFO AND CLARIFICATION REQUESTS**

Once proposals have been submitted, the NCTCOG evaluates the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be reviewed and scored. Clarification requests may be requested of firms where clarifying information is necessary to better understand the meaning of any part of a bid submission. Best and final offers ("BAFO") for those reasonably qualified may be obtained by allowing the submission of a BAFO before the final decision is made to award a contract.

NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

### **4.3 ORAL PRESENTATIONS**

NCTCOG reserves the right to require a presentation by the firm to supplement their written submission. These presentations will be scheduled, if required, after Proposals are received and prior to the award of the Contract.

### **4.4 AWARD OF THE CONTRACT**

Upon completion of the evaluation process, NCTCOG may award the contracts to one or more respondent(s) whose submission is determined to be the most advantageous to NCTCOG's TXShare members.

#### 4.5 PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate submissions are as follows:

Weighted Scoring Criteria		Weighted Maximum Percentage Points
<i>Project-Related Experience and Qualifications</i>	Points will be awarded based on the <u>clear inclusion and quality</u> of response regarding the required information regarding <i>Project-Related Experience and Qualifications</i> , as outlined in greater detail in <b>Section 6</b> .	30%
<i>Technical Proposal</i>	Points will be awarded based on the <u>clear inclusion and quality</u> of response regarding the required details of the <i>Technical Proposal</i> , as outlined in greater detail in <b>Section 6</b> .	50%
<i>Proposal Pricing</i>	Points will be awarded based on responses to <i>Exhibit 1</i> , as outlined in greater detail in <b>Section 6</b> .	20%
<b>TOTAL POSSIBLE PERCENTAGE POINTS</b>		<b>100%</b>

## SECTION 5: SPECIFICATIONS

### 5.0 SCOPE OF WORK

This RFP is soliciting innovative proposals on behalf of TXShare membership from qualified vendors to deliver catalog contracts **offering waterworks and wastewater construction materials.**

The goal of this RFP is to establish contracts with multiple qualified vendors to provide goods and services to municipalities, counties, school districts, and other government agencies on an as-needed basis. Successful vendors will have the opportunity to serve a broad range of public entities and respond flexibly to varying needs across participating organizations. These government agencies on an as-needed basis with the goods or services listed below:

**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**

#### 5.0.1 Purpose

TXShare members may utilize any awarded contract on an as-needed basis. This is a solicitation for **goods**, so your proposal shall describe your product lines, preferably through a link to your online catalog. You may select any category, or combination of categories, and shall describe what specific items within the category you are proposing to offer.

#### 5.0.2 Category Offer

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide all or part of the requested goods or services. A proposal will be evaluated only for the goods or services it offers.

5.0.3 You are asked to provide in your proposal a percentage discount off of your list price and a copy of your current price list.

5.0.4 Unless otherwise specified, the specifications of the items herein are intended to be non-proprietary and should be construed as such. Any catalog numbers, brand names, manufacturer product or reference numbers used in the item specifications in this RFP are intended to be descriptive, not restrictive. These references, as well as "approved brands and/or models" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item specifications between the product descriptions and any brand names or model or reference numbers used, the product descriptions will override the brand names or model number references.

**IMPORTANT:** In your proposal narrative you are to answer all the questions listed in Sections 5.1 and 5.2. **Number your responses** according to the questions. In addition, you should provide any additional information about your services and your company that you feel will explain why you are the most qualified provider.

## 5.1 TECHNICAL SPECIFICATIONS

**Note: You understand that there is no specific order to be filled at this time. Orders will be placed at the Customer's discretion on an as-needed basis. There is no obligation on the part of any Customer to utilize any of the contracts awarded as a result of this solicitation.**

The Contractor shall furnish all labor, tools, equipment, materials, and supplies required to effectively perform the services or provide the goods in accordance with the specifications described herein. All freight, service call fees, travel time or mileage is the responsibility of the Contractor unless explicitly stated otherwise in your proposal to be an additional cost to the customer.

The intent of this RFP is to establish a contract/s for the purchase of **various types of water & wastewater system construction materials** as part of the TXShare Cooperative Purchasing Program. Under the SHARE program, any public entity or non-profit can use the SHARE contract and its selected vendor(s) and pricing to pursue their own projects. A vendor is encouraged to market their products or services to any public sector or non-profit group in the Nation that they'd like to do business with.

The desired outcome of this RFP is to capture catalog-option contracts awarded to retain a vendor or vendors to supply materials commonly used in the maintenance, repair, and in-house construction of government owned water and sewer systems.

The examples listed are for information purposes and are not all inclusive. Respondents are welcome to offer "equals", but they are subject to Customer approval. If you're offering an equivalent item, be sure to include a link to the manufacturer's specs and any other info the Customer would need to review it properly. It's up to the respondent to show that it meets the same standards as what's listed.

### 5.1.1 Category #1: Fire Hydrants

To include all types and sizes of fire hydrants.

Examples:

- Mueller "Super Centurion 250"
- Kennedy "K81D Guardian"
- Clow "Medallion"
- American AVK Series 2780
- East Jordon Iron Works – EJ WaterMaster 5CD250 – University Park Hydrant

### Category #2: Valves

Includes standard valves, air release valves, combination air & vacuum valves.

Examples:

Valves

- Clow Resilient Wedge
- Mueller Resilient Wedge
- American Darling Resilient Wedge
- U.S. Pipe & Foundry "Metro-Seal" Resilient Wedge
- American Flow Control – Series 2500 Resilient Wedge Valve
- American AVK Resilient Seated Gate Valve Series 25, 2" – 12"
- Kennedy KW-RS Resilient Seated Gate Valve, 2" – 12"
- American Darling Butterfly
- Mueller Butterfly
- Pratt Butterfly

**\*\*2" valves will be FIP, screw end with 2" square operating nut\*\***

#### Valves – Air Release/Combination Air & Vacuum

- Iowa F-3066 Air Release
- Golden Anderson Figure 950 – Kinetic Custom Combination Air Valve
- A.R.I. D-040 Combination Air Valve
- A.R.I. D-040-I D-040-V D-040-NS Combination Air Valve – One Way
- A.R.I. D-020 Combination Air Valve for Wastewater
- A.R.I. D-021 Combination Air Valve for Wastewater – Mini

#### Category #3: Service Line Taps & Stops

Includes corporation stops, angle stops, tapping sleeves, and service saddles.

Examples:

##### Corporation stops

- Mueller “b-25008” corporation stop - cc thread x, cts compression for 3/4” and 1”
- Ford “fb1000-3-q for 3/4” and “fb1000-4-q” – 1”

##### Angle stops

- Mueller “B24258” for 3/4” & 1” and “B-24276” on 1 1/2”- 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 1/2”- 2”
- Ford “BA43-332WQ” on 3/4” & “BA43-444-WQ” on 1” & “BFA43-777-WQ” on 1-1/2” & 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 1/2” & 2”
- Mueller “B24265” - 3/4” & 1” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford “BA13-332W – 3/4” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Ford “BA13-444W – 1” Angle Ball Stop – FIP X FIP (uses standard meter spud/nut)
- Mueller “B24276 – 1-1/2” Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2”)
- Ford “BFA43-666WQ” – 1-1/2” Angle Ball Stop – CTS X Meter Flange (drilled for both 1-1/2 & 2”)

##### Sleeves

- Mueller H-304SS Tapping Sleeve w/ Stainless Steel Flange
- Mueller H-304MJ Tapping Sleeve w/ Stainless Steel Flange
- Dresser Style 630 Heavy Stainless Steel Tapping Sleeve
- PowerSeal Model 3490 Stainless Steel Tapping Sleeve
- PowerSeal Model 3490MJ Stainless Steel Tapping Sleeve
- Ford All Stainless Tapping Sleeve Style FTSS
- Ford All Stainless Tapping Sleeve Style FTSS-MJ
- Smith-Blair 665 Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Smith-Blair 665MJ Stainless Steel Tapping Sleeve with Stainless Steel Flange
- Romac Industries, SST III
- Romac Industries, SST III-MJ

##### Saddles

- Dresser Style 291 Doublewide Stainless Steel Strap Service Saddle
- Mueller DR2S Series Double Strap Ductile Iron Saddle
- PowerSeal Model 3417 Ductile Iron Saddle with Straps
- Smith-Blair “317” Double Stainless Steel Strap Saddle
- Ford “FC202” Nylon Coated Double Strap Saddle
- Romac “202N” Double Strap Service Saddle
- JCM 406 Double Stainless Strap Coated Service Saddle – 1” thru 12”

#### Category #4: Valves Stacks and Boxes

Includes valve stacks, valve boxes, and meter boxes.

Examples:

- Bass & Hays Pattern #340-1 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Bass & Hays Complete Box (2436-S) with Drop Lid
- Tyler Union #6895 (Shorty) Valve Box (C-900/SDR-26 Pipe for the Stacks)
- Tyler Union Complete Box (Screw Type #6850) with Drop Lid
- AccuCast Shorty Valve Box, Model #115002 (C-900/SDR-26 Pipe for the Stacks)
- AccuCast Standard Valve Box, Model #111100
- Sigma "Shorty" Valve Box (C-900/SDR-26 Pipe for the Stacks)

Meter Boxes

- Bass & Hays – P34TD18 (round box)
- B2O – 18PGMB (round box)
- EGW – White Rhino Meter Box WRMC 1818 (round box)
- DFW Plastics – DFW 1324C-18-IBAF (large box)
- DFW Plastics – DFW 1324B-18-BODY (large box – body only, no lid)
- DFW Plastics – DFW 321-31-65 (large box – ductile iron lid only for 1324 box)
- Bass & Hays – PMSBC1(1324-LID1) – (large box lid for DFW 1324 box)

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

Includes ductile iron fittings (C110 or C153), restraint glands, water line pipe, and appurtenances.

Examples:

- Type "I" Rigid Copper (2")
- Type "K" Soft Copper (smaller than 2")
- C-900 PVC – (CL305 DR14, 6" – 12")
- C-909 PVC – (CL305 DR14)
- C905 PVC Pipe – DR18 (235 psi – 16"+)
- DI – (CL50 & CL51, >16")
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1" and 2" only)
- AWWA C901 – Solid Wall High Density Polyethylene Pipe (HDPE) (1" and 2" only) with Endotrace or equivalent electronic tracing capabilities
- PVC--ASTM D3139, ASTM F477
- Ford pipe inserts (1" and 2"—51, 52, 55)
- DI-- ANSI/AWWA C111/A21.11
- Uni-Flange Series 1400 for 4" thru 12" (Ductile) & Series 1500 for 4" thru 12" (PVC)
- EBAA Iron 1100 Series Megalug – Ductile Iron
- EBAA Iron 2000PV Series Megalug – C900
- Stargrip Series 4000 – C900 PVC
- Stargrip Series 3000 – D.I. Pipe
- Sigma – One Lok for C900/905 Pipe
- Tyler Union – Series 1500 Dual Wedge for PVC, Ductile & HDPE
- Tyler Pipe Products
- Clow Products
- Star Pipe Products
- Sigma/Napco Products
- Griffin Pipe Products

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

Includes sewer line pipe, joints, manholes, and cleanouts.

Examples:

- SDR-35 PVC (4"-15"-ASTM D3034, 18" and greater—ASTM F679)
- SDR-26 PVC (CL160 ASTM D2241 "PRESSURE PIPE")

- SDR-35—ASTM D3212
  - (i) Napco G-Series Gasketed Fittings (GRAVITY)
  - (ii) Napco II-Series Gasketed Fittings (NON-PRESSURE RATED)
- SDR-26—JOINTS—ASTMD3139, GASKETS—ASTMF477
  - (i) Napco T-Series IPS Gasketed Fittings (PRESSURE RATED)

Category #7: Manholes And Cleanouts

Includes precast & fiberglass manholes, and cleanouts.

Examples:

Manholes

- Forterra Precast Sanitary Manhole
- LF Manufacturing Fiberglass Manhole
- Bass & Hays 3011" #400 Sanitary Sewer Cover
- JM Eagle Wastewater Access Chamber 6"-12"
- Or Approved Equal

Cleanouts

- Bass & Hays Bolted cleanout cover

Category #8: Clamps & Brass Fittings

Includes stainless clamps, brass fittings, connectors, and other brass-related items not covered in other categories.

Examples:

No Lead Brass

- Mueller
- Ford
- A.Y. McDonald
- Cambridge

Full Circle, Stainless Steel Repair Clamps

- Ford Style F1
- Dresser Style 360 Repair Clamp
- Smith Blair Style 226
- Romac Industries, CL1
- PowerSeal 3141

Category #9: Other Ancillary Goods or Services

Use this category to list any other related items you wish to offer that do not fall under the previous categories.

In your proposal narrative, please answer the following questions:

- 5.1.2 In Section 5.1.1, it states "The Contractor shall furnish all labor, tools, equipment, materials, and supplies required to effectively perform the services or provide the goods in accordance with the specifications described herein. All freight, service call fees, travel time or mileage is the responsibility of the Contractor unless explicitly stated otherwise in your proposal to be an additional cost to the customer." ?

Please explain any deviations from this section and how you may furnish or perform differently.

- 5.1.3 Which, if any, of the categories 1-8 listed above are you offering "equals"? Please briefly explain what those equals are and why you wish to offer them. Be sure to include a link to the manufacturer's



specifications and any other info the Customer would need to review the equal's standards.

## **5.2 RELATED EXPERIENCE AND QUALIFICATIONS**

In your proposal narrative, please answer the following questions:

- 5.2.1 Describe your experience working with government agencies as customers.
- 5.2.2 Describe what goods/services you are considered to be an industry leader for.
- 5.2.3 Describe which of the goods you propose are made in the United States.
- 5.2.4 List the primary business location(s) out of which your firm's team members will work from. Since there are potential customers elsewhere in Texas and other states, you are encouraged to provide options to cover other geographic areas besides just the Dallas/Fort Worth area.
- 5.2.5 Provide a general overview of your company including its size, years in business, experience and major clients. How long have you been specifically in this type of business?
- 5.2.6 Describe your invoicing process. Payment terms? Is payment by credit card accepted?
- 5.2.7 Include a list of similar contracts (five or so preferably) awarded within the last 5 years.
- 5.2.8 Identify any contracts within the past three years that have been terminated due to non-performance.
- 5.2.9 What sets your business apart from your competitors?
- 5.2.10 What are some current issues that may affect your ability to meet demand?
- 5.2.11 Identify any subcontractors or third-party services that will be utilized in the performance of your contract.
- 5.2.12 Please explain any exception(s) you wish to make to the terms or conditions of this RFP.

## **5.3 OTHER REQUIREMENTS**

### **5.3.1 Objectives.**

The Master Agreement awarded for TXShare may cover a variety of services. Each Customer that selects to utilize the Master Agreement will negotiate the specific services it needs into a Supplemental Agreement with a customized SOW for that Customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

### **5.3.2 Service Area.**

In preparing a proposal, you will designate what geographic region(s) will be served. You must specify, on the service area designation forms included with their proposal, the service areas that they are willing and able to provide goods and services to. A vendor does not have to propose to service the entire State of Texas, nor have to propose to service all fifty (50) states, to be considered for an award of a TXShare contract.

Service area designation forms are found in **Exhibit 3**.

#### 5.3.3 Service Category Offer.

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide all or part of the requested services. A proposal will be evaluated only for the services it offers.

#### 5.3.4 Other Requirements.

Vendors may propose any combination of categories. Responses are encouraged from vendors who can only provide certain products and services. Respondents are not expected to be able to provide the entirety of the desired goods requested in this RFP, though are welcome to if they are able.

To be under consideration for an award of a TXShare contract, you **do not** have to propose to service the entire State of Texas, nor do you have to propose to service all Fifty (50) States of the United States of America. The TXShare Cooperative Purchasing Program requests that respondents specify on the service area designation forms in their proposal, the service areas that they are willing and able to provide goods and services to. During the evaluation process, your responses to the service area designation forms **will not** be taken into consideration when determining the quality of your proposal.

Service area designation forms are found in **Exhibit 3**. If awarded a contract, Respondent may expand its designated service area(s) beyond those identified in Exhibit 3 at any time during the term of the Agreement. Such expansion shall not require a formal amendment or change order to the Agreement, provided that the Contractor notifies NCTCOG in writing of the updated service area(s). NCTCOG reserves the right to publish or update service area information for public awareness and contract administration purposes.

Respondents should prepare a proposal that describes the products and services that they are proposing to provide. Proposals must demonstrate the respondents' capability to provide all or part of the requested services. A Respondent's proposal will be evaluated only for the products and services that they propose.

NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered. Respondent should furnish pricing related to each item on which Respondent wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The NCTCOG will consider items individually and make awards on each item independently.

### 5.4 **CONTRACT TYPE**

If awarded, your proposal will result in a fixed price contract based on the discounts you propose. It is at your discretion to propose the amount of percentage discount off the list price for the goods or services you wish to offer. It is highly recommended that you propose a discount greater than zero, however.

By signing this proposal, you certify that you have obtained and will continue to maintain during the entire term of this contract, registration with the Texas Secretary of State to do business in the state of Texas, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

### 5.5 **CONTRACT TERM**

A contract resulting from this RFP shall be for an initial term of 24 months from the effective date. This contract will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. NCTCOG reserves the right not to renew at its discretion.

### 5.6 **WARRANTY/GUARANTEE**

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

## 5.7 CATALOGS

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in Section 5.0 of these specifications. This schedule is commonly referred to as a “catalog”.

Catalogs contain a range of items that are published in either an electronic or hard copy form and are modified from time to time to reflect internal and external changes in the vendor’s marketplace. It is at the vendor’s discretion to propose any limitations of the goods or services offered. A good or service offered must be listed in the catalog to be eligible for sale through a Category of the awarded contract.

Catalogs are to be submitted with the proposal and may be provided electronically using either a PDF document or web link. Use a spreadsheet or a searchable document containing the pricing information. A physically delivered hard copy of the catalog is NOT acceptable.

Catalogs may be priced with a percentage discount or a fixed unit price. Pricing may be one or multiple tiers of varying discounts based on purchase quantity.

## 5.8 QUALITY

It is expected that you have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the goods or services to members of the cooperative.

## 5.9 NEW GOODS AND SERVICES

New goods and services may be added to the resulting contract(s) during the term of the contract by written amendment, to the extent that those goods or services are within the scope of this RFP and include, but will not be limited to, new services added to the manufacturer’s list offerings, and services which reflect new technology and improved functionality. Service Categories or individual items of a fixed price nature are subject to review and approval of the NCTCOG before addition to the contract. Individual items added to catalog awards do not require prior approval of the NCTCOG.

## 5.10 ALL OR NOTHING AWARD

“All or nothing” proposals are not acceptable and will be rejected. You must be willing to accept a partial award for any combination of the Categories proposed at the discretion of the NCTCOG.

The NCTCOG may award contracts to multiple Offerors supplying comparable goods or services, also known as a multiple award schedule, or award the contract to a single vendor. The NCTCOG’s decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

## 5.11 EXHIBIT 1 – CATEGORIES OFFERED AND DISCOUNT PROPOSAL

When preparing your pricing offer, **using Exhibit 1 Worksheet**, you should furnish the offer as a discount off list price for each Category proposed and state “No Bid” for any Categories or sub-Categories you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered.

**NOTE: The final negotiated discount will be incorporated into the Master Services Agreement with the awarded vendor(s). The discount information provided in your proposal will be public information and will not be accepted marked as proprietary or confidential.**

#### 5.11.1 Catalog Discount Pricing

The pricing that is to be proposed for your catalog should be a **percentage discount** off of your list price. Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as “discount pricing”.

The catalog offering a percentage discount should identify which Category of goods or services are covered by the catalog and the corresponding minimum percentage discounts that apply. The discounts may be broken down by category and quantity, as well as by subcategory or tier (to the extent of the proposer’s choosing). The Proposer may be creative in the percentage tier discounts to the extent deemed appropriate.

A link to the schedule of list pricing for all catalog items must be provided with the initial contract during execution, and whenever the list pricing is updated. By providing the current list pricing, a potential Customer can determine the maximum cost for each item by multiplying the contractually awarded minimum percentage discount times the current published list price. The current published list price will be posted on the awarded Contractor’s landing page on the TXShare website.

Changes to a percentage discount catalog that adds, modifies, or deletes items during the term of the contract are allowed at any time and without prior approval by NCTCOG. However, the minimum percentage discount list price is fixed and may only change through execution of a contract amendment. The awarded Contractor however does have the option to allow a greater percentage discount when negotiating a purchase with the Customer.

A discount percentage off list is considered to be a minimum discount, so the awarded Contractor is free to offer greater percentage discounts to a Customer as part of a purchase negotiation. A zero discount off catalog proposal is acceptable but may put the Contractor at a disadvantage when the Customer is comparing prices among competing Contractors. The Contractor may lower the unit price or increase the minimum discount percentage to be more competitive in a particular situation.

It is recommended that when offering a wide variety of goods and services you propose a catalog percentage discount for all items in that Category (except any specific items specifically stated as excluded). Discount pricing also negates the need to submit a request to amend unit prices every time there is a price increase for the good or service, as the contract will be awarded for the percentage discount and not for a specific unit price. Explain any special tiered pricing structure or if you offer volume discounts.

Any goods or services that are not specifically listed in the awarded Category catalog is ineligible to be sold under the contract except under Category “Optional Ancillary Goods and Services”. These “goods or services not specifically listed” items, which are priced at a discount off list price, may be only sold in companion with other goods and services specifically stated in the catalog under one of the other Categories. Goods or services that are listed under any Category, including Optional Ancillary Goods and Services, may be sold as stand-alone items.

Note: As previously stated, percentage discounts from list price are allowed but a markup percentage from cost is not, as this method is not allowable for purchases made via Federal grant money. Prices stated as a markup from cost are a cause for the disqualification of those portions of your proposal.

Note: You may stipulate different discounts on different products or types of service (subcategories) within each Category, provided you clearly indicate how the different discounts apply to which goods or service subcategories.

#### 5.11.2 General Proposal Information

You must clarify which categories your discount offer applies to by completing EXHIBIT 1 – WORKSHEET.

You have the option (but are not required) to propose ancillary optional goods or services. Examples are similar product lines, inside delivery, set up, installation, maintenance agreements, travel costs, and other similar goods and services that are not specifically covered by any of the other PRICING CATEGORIES listed in the RFP. Please provide adequate information explaining what the ancillary good or service consists of.

Any good and or service that your business sells and reasonably meets one of the category descriptions of this RFP, may be proposed. However, they all require pricing by a discount from list in the proposal. The list pricing may be by a schedule attached to your proposal or by a weblink to your business catalog. The pricing information, including link, are to be attached to the Price Sheet included in this RFP.

NOTE: Only goods or services categories that have pricing submitted in the proposal (percentage discount off of list) are eligible for purchase through a contract award. You may propose pricing in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

For example, if you propose a discount off list, then your current list price card for the items proposed must be made available so that the customer can calculate the contract price. Such would mean if you were proposing “10% discount off list price of tables”, then you must provide with your proposal the current list price for tables offered under the contract.

- 5.11.3 Exhibit 1 - Categories Offered and Discount Proposal – All bidders must complete this form to indicate which categories they are offering in their proposal. Check the appropriate box. If you are offering an “Other Ancillary Good or Service”, you must list those goods and services under this Category in order for the goods or services to be considered for award. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

#### 5.11.4 Exhibit 2 – Price List

Respondents shall submit a copy of, or a link to, their current published price list. The price list will not be incorporated into any agreement with the Respondent.

**\*\*IMPORTANT: Upload your completed Exhibit 2 in Envelope 2.\*\***

#### 5.11.5 Exhibit 4 -- Sample Market Basket

A vendor submitting a proposal in response to this RFP may be requested to complete a **Sample Market Basket Pricing Form - Exhibit 4** for this RFP package. The request will be made to provide supplemental information to the initial proposal that the vendor submitted. If used, the Exhibit 4 may be requested from the responding vendors during the evaluation phase.

#### 5.11.6 Sales Tax & Freight

Do not include sales tax in proposal pricing. Nearly all Customers will be tax exempt. Freight/shipping cost should be addressed in your pricing. There is full flexibility on the vendor's behalf as to whether these costs are included in the price, or an additional charge to be determined at the time of the negotiation between the Contractor and Customer. However, this must be stated up front at the time of the submission of the

proposal. Failure to state the method in the proposal will result in a default assumption of “additional charge” for freight/shipping costs when evaluating the proposal.

5.11.7 Orders for Work

The Customer and Contractor shall mutually establish understanding for what constitutes approval of a quote, the binding order for work, and any purchase order or other documentation that may be required before any work can proceed on any project.

## SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

### 6.0 INSTRUCTIONS FOR RESPONDENTS

Please provide a written narrative response regarding your firm's ability to meet the requirements outlined in the Specifications (Section 5). In addition to answering the questions in Sections 5.1 & 5.2, you may include any additional pertinent information on how your proposed solution is beneficial to potential Customers and provide any pertinent additional functionality and/or services not outlined in the Section 5 that you wish to offer. Keep in mind that your narrative response is 80% of your score.

**Failure to include a narrative with answers to the questions in Sections 5.1 & 5.2 may result in your proposal being disqualified as non-responsive.**

#### **Required Response Information**

Each section of information should be *clearly defined* using the following section or heading titles:

### FOR ENVELOPE 1

**Insert the following items:**

#### ***Tab A Cover Sheet & Scope of Work***

The initial submission pages of your proposal will consist of a certificate of offer and statement of understanding as follows

1. Cover Sheet (page 2 of this solicitation document) - containing Vendor information and addenda acknowledgement .
2. Scope of Work - A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation. This statement will also serve as the Scope of Work in the agreement should your firm be selected for award. Make sure that the statement fully summarizes the services you are proposing to offer but keep it to no more than three (3) pages in length.

#### ***Tab B Project-Related Experience and Qualifications***

Proposals will be evaluated based on experience and qualifications in providing the requested goods/services.

Provide a written response regarding the firm's and/or individual's ability to meet each requirement outlined in Section 5.2 of the Specifications. Number each of your answers to match those in Section 5.2. **FAILURE TO DO SO MAY IMPACT YOUR SCORE.**

Attach statements of qualifications or resumes for all key managers, supervisors, and other team members as applicably who will be involved in the management of the delivery of goods or services under this RFP.

Include at least four (4) recent references for customers (preferably public agencies) for whom you have provided services similar to those requested in this solicitation within the last five (5) years. Please include the organization's name (if applicable), contact person, phone number, and email address for each reference. NCTCOG reserves the right to contact or visit any of the respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

If applicable, identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

#### ***Tab C Technical Proposal***

This section should constitute the major portion of the submittal. **Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations as outlined in Section 5.1 of the Specifications.** Be sure and answer all the questions listed in this section. Failure to provide written response to the questions in Section 5.1 may potentially affect your scoring in a substantial manner.

***Tab D Exhibit 1 & Exhibit 3***

1. Please upload the completed Exhibit 1 Categories & Catalog Link.
2. Please upload the completed Exhibit 1 Discount Worksheet - Discounts/Pricing
3. Please upload the completed Exhibit 3 Service Designation Areas.

***Tab E Attestations - Required Attachments***

Please upload the signed copies of the Attestations document which will include all of the Attachments. All Attachments must be submitted in your proposal, or the proposal may be disqualified as non-responsive. If an Attachment does not apply, please mark as "Not Applicable", sign it, and submit with the proposal.

**FOR ENVELOPE 2**

**Insert the following items:**

***Current Price List***

Your response shall include either a copy of, or a link to, your current list pricing for the goods & services you are offering in response to this solicitation.



## 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 DISCOUNTS

- **PROPOSED CONTRACTUAL DISCOUNTS ON PRICING FOR CATEGORIES OFFERED**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Exhibit 1 - Discount Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

# EXHIBIT 1 - WORKSHEET

## PROPOSED DISCOUNT FOR RFP #2025-116

### Category #1: Fire Hydrants

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) yes

\*\*Provide a link to your catalog product offering: AVK 2025 price list  
MT price sheet

I Describe Your Category Offerings & Discount Below:

fire hydrants	10 %
---------------	------

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 #2: Valves

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) yes

\*\*Provide a link to your catalog product offering: Ask 2015 price sheet  
MH Price List

2 Describe Your Category Offerings & Discount Below:

Valves	10 %
--------	------

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 #3: Service Line Taps & Stops

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) Yes

\*\*Provide a link to your catalog product offering: Ford Price Book section A & AA

3 Describe Your Category Offerings & Discount Below:

Service line taps and stops	<u>15</u> %
-----------------------------	-------------

If your discount varies by subcategory, list those subcategories Below\*:

A		<u>        </u> %
B		<u>        </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
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) yes

\*\*Provide a link to your catalog product offering: foral catalog

4

Describe Your Category Offerings & Discount Below:

Valve Box	10 %
-----------	------

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

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) Yes

\*\*Provide a link to your catalog product offering: foral catalog  
Block Price sheet 450  
your price list

5 Describe Your Category Offerings & Discount Below:

Pipe & fittings	5 %
-----------------	-----

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

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) \_\_\_\_\_

**\*\*Provide a link to your catalog product offering:** Block 450 sheet  
multi fittings Price sheet

6 Describe Your Category Offerings & Discount Below:

pipe and fittings	5 %
-------------------	-----

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
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) yes

\*\*Provide a link to your catalog product offering: tyler LP 2025 - DWS

7 Describe Your Category Offerings & Discount Below:

Manholes & Cleanouts	<u>5</u> %
----------------------	------------

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 #8: Clamps & Brass Fittings**

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) yes

\*\*Provide a link to your catalog product offering: for a catalog

8 Describe Your Category Offerings & Discount Below:

Clamps and Brass fittings	<u>15</u> %
---------------------------	-------------

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 #9: Other Ancillary Goods or Services**

Item	Description	% Discount Off Your Current List Price
------	-------------	----------------------------------------------

Can you provide this product? (Y/N) Yes

\*\*Provide a link to your catalog product offering: form catalog

9 Describe Your Category Offerings & Discount Below:

misc items	5 %
------------	-----

If your discount varies by subcategory, list those subcategories Below\*:

A		_____ %
B		_____ %
C		_____ %

\*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 2  
PRICE LIST**

- **CURRENT PUBLISHED PRICE LIST FOR ITEMS OFFERED**

Upload this completed **EXHIBIT 2 PRICE LIST** page onto **Envelope 2**.

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal in printed copy or via a weblink. Please match the Category item number from the Bid Price Worksheet to the matching item on your current published price list.

Check One:

☐ Printed Copy of Price List Attached to This Exhibit 2.

☐ Use This Web Link to Price List: \_\_\_\_\_

**NOTE: The current price list included in EXHIBIT 2 will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. Only the Proposed Contractual Discounts on Pricing for Categories Offered entered on the EXHIBIT 1 – WORKSHEET will be contractually obligated.**

**You are however requested to provide us with the newest version of the current price list whenever it is updated.**

**IMPORTANT: Make certain that you complete and submit *Exhibit 1 - Discount Worksheet* with your proposal. Exhibit 2 does not serve as a substitute for Exhibit 1.**

### EXHIBIT 3: SERVICE DESIGNATION AREAS

<b>Texas Service Area Designation or Identification</b>							
<b>Proposing Firm Name:</b>	APSCO						
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 5px;">Will service the entire state of Texas</td> <td style="width: 50%; border: none; padding: 5px;">Will not service the entire state of Texas</td> </tr> <tr> <td style="border: none; padding: 5px; text-align: center; font-size: 1.5em;">yes</td> <td style="border: none;"></td> </tr> </table>			Will service the entire state of Texas	Will not service the entire state of Texas	yes	
Will service the entire state of Texas	Will not service the entire state of Texas						
yes							
	<p><b>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.</b></p>						
Item	Region	Metropolitan Statistical Areas	Designated Service Area				
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area					
2.	High Plains	Amarillo Lubbock					
3.	Northwest	Abilene Wichita Falls					
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler					
5.	Southeast	Beaumont-Port Arthur					
6.	Gulf Coast	Houston-The Woodlands-Sugar Land					
7.	Central Texas	College Station-Bryan Killeen-Temple Waco					
8.	Capital Texas	Austin-Round Rock					
9.	Alamo	San Antonio-New Braunfels Victoria					
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission					
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:		Apsco	
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
		YES	
<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		
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.

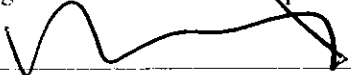
**Acknowledgment of Insurance Requirements**

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):

ApSCO

Signature of Authorized Representative:



Date: 10-13-25



ATTACHMENT II

FORM COG07-25(B1)  
CERTIFICATIONS OF OFFEROR

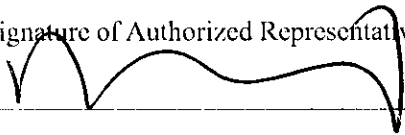
I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments 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, Daniel Prinz, (typed or printed name) certify that I am the Personal member (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):

APSCO

Signature of Authorized Representative:



Date: 10-15-25

**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.

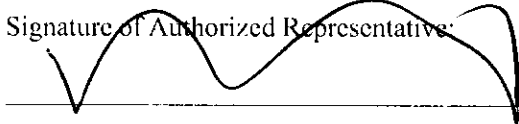
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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):

Apsco

Signature of Authorized Representative:



Date: 10-15-25

ATTACHMENT IV

FORM COG07-25(D1)

DRUG-FREE WORKPLACE CERTIFICATION

The APSCO (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 APSCO (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):

APSCO

Signature of Authorized Representative:



Date: 10-15-25

## 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.

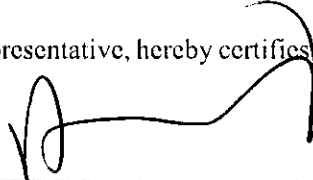
**Determining Whether a Conflict of Interests Exists:** A conflict of interest exists if an employee of the proposing firm has a real or perceived financial interest or may receive personal benefit because of their decision with regards to NCTCOG'S selection process. All proposal team members are required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

Daniel Prinz

NAME OF COMPANY:

ApSCO

DATE:

10-15-27

**ATTACHMENT VI**

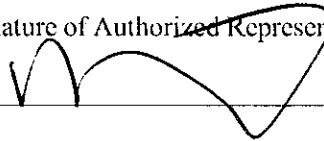
**FORM COG07-25(F1)  
CERTIFICATION OF FAIR BUSINESS PRACTICES**

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):

APSCC

Signature of Authorized Representative:



Date: 10-15-25

ATTACHMENT VII

FORM COG07-25(G1)  
CERTIFICATION OF GOOD STANDING  
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

X

The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_

The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):

☐ Sole Proprietor

☐ Partnership

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

Daniel Prinz  
(Printed/Typed Name and Title of Authorized Representative)

[Signature]  
Signature

Date: 10-15-25



**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.

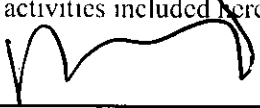
The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended for any of the activities included herein:

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

  
\_\_\_\_\_  
Daniel Prince  
\_\_\_\_\_  
APSCU  
\_\_\_\_\_  
10-15-22  
\_\_\_\_\_

## ATTACHMENT IX

### THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FORM COG07-25(I1)

#### 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: APSCU

[Signature]  
Signature of authorized representative

Manager  
Title of authorized representative

10-15-25  
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:

NAME OF COMPANY:

DATE:

  
\_\_\_\_\_  
Daniel Prinz  
\_\_\_\_\_  
ApSCO  
\_\_\_\_\_  
10-15-25  
\_\_\_\_\_

-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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## ATTACHMENT XI

### 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.nctrea.org/certification.html>

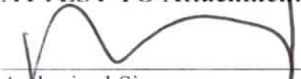
**Submitter must include a copy of its minority certification documentation as part of this solicitation.**

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

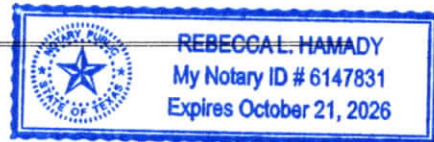
**ATTEST TO Attachments of Certification:**

  
\_\_\_\_\_  
Authorized Signature

Daniel Prinz 10-15-25  
Typed Name Date

Subscribed and sworn to before me this 15<sup>th</sup> day of OCTOBER (month), 2025 in

ROYSE CITY (city), HUNT (county), TEXAS (state).



Notary Public in and for HUNT (County),  
State of TEXAS Commission expires: 10/21/26

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.**