

TXShare

Your Public Sector Solutions Center

MASTER SERVICES AGREEMENT #2025-116

for

Waterworks and Wastewater Construction Materials

THIS MASTER GOODS SERVICES AGREEMENT (“Agreement”), effective the last date of signed approval (**“Effective Date”**), is entered into by and between the

North Central Texas Council of Governments
(**“NCTCOG”**)

a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Ferguson Enterprises, LLC
(**“Contractor”** or **“Provider”**)

ARTICLE I

RETENTION OF THE CONTRACTOR

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide Goods or Services to governmental entities participating in the TXShare program (hereinafter **“Participating Entities”**). The Contractor is being retained to provide Goods or Services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the Statement of Work (Appendix A) described herein and in the Request for Proposals **#2025-116** (hereinafter, **“RFP”**). The Contractor demonstrated they have the resources, experience, and qualifications to provide the Goods or Services described, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide Goods or Services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

ARTICLE II

SCOPE OF GOODS OR SERVICES

- 2.1 The Contractor will provide Goods or Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Goods or Services rendered under this Agreement will be performed by the Contractor:
- 2.2.1 with due care;

- 2.2.2 in accordance with generally prevailing industry standards;
 - 2.2.3 in accordance with Participating Entities' standard operating procedures and applicable policies, as may be amended from time to time; and
 - 2.2.4 in compliance with all applicable laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.
- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes or any new Goods or Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 The Contractor may expand its designated Goods or Services area(s) beyond those identified in Appendix A.2 at any time during the term of this Agreement. Such expansion shall not require a formal amendment or change order to this Agreement, provided that the Contractor notifies NCTCOG in writing of the updated Goods or Services area(s). NCTCOG reserves the right to publish or update Goods or Services area information for public awareness and contract administration purposes.
- 2.5 **Discounts for Items in Appendix A.1.** Discounts for items in Appendix A.1 represent the minimum discount for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a greater discount, thus lower cost, for any item covered under this agreement.
- 2.6 **NCTCOG Obligations.** NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).
- 2.7 **Participating Entity Obligations.** Per Texas statute, to utilize the Goods or Services under this Agreement, the Participating Entity must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- At the Participating Entity's discretion, the Participating Entity may execute a Purchase Order and/or a supplemental agreement with the Contractor which will define the specific Goods or Services and costs that the Participating Entity desires to have implemented by the Contractor.
- 2.8 **Contractor Obligations.** Contractor must be able to deliver, perform, install, and/or implement Goods or Services with the requirements and intent of RFP #2025-0116.
- 2.8.1 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of Goods or Services shall include, but not be limited to, items listed in Appendix A.
 - 2.8.2 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on **November 30, 2027** (the "Term"), unless earlier terminated as provided herein. This Agreement may be automatically renewed, at NCTCOG's sole discretion, for up to three (3) additional years. The Contractor shall be notified in writing if this agreement is not renewed.

- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG or Participating Entity respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the delivery of Goods or providing of Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of Goods or Services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.
- 3.2.1 Termination for Convenience: Either party may terminate the agreement for its convenience in whole or in part at any time without cause, upon 30 days written notice. Upon termination for convenience, the contractor will be entitled to payment for goods or Goods or Services satisfactorily performed or delivered.
- 3.2.2 Termination for Cause: Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.3 Termination for Breach: Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Goods or Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall provide to NCTCOG on a calendar quarterly basis with a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of Goods or Services that each Participating Entity has purchased and paid in full under this Master Goods or Services Agreement. Reporting and invoices should be submitted to:

Civic Marketplace, Inc.
6502 Glen Abbey
Abilene, TX 79606
Email: support@civicmarketplace.com

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Services Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Goods or Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXSHARE calculated as a percentage of sales processed through the TXSHARE Master Services Agreement. This administrative fee is not an added cost to TXSHARE participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offset expenses incurred by TXSHARE.
- 5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2.5% on sales.
- 5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Goods or Services through the TXSHARE purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

- 6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

- 7.1 **Representations and Warranties.** Contractor represents and warrants that:
- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG 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. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.

- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to provide the Goods or perform Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII

CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, Goods or Services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that

- 8.1.1 is or becomes part of the public domain through no act or omission of Contractor;
- 8.1.2 was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity;
- 8.1.3 is lawfully disclosed to Contractor by a third party without restriction on disclosure;
- 8.1.4 is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or
- 8.1.5 is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made.

Contractor shall have the right to retain copies of documentation and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Ferguson Enterprises LLC
Attn: Steven Schwartz
7982 US Highway 69N
Tyler, TX 75706
(903) 508-6341
Steven.schwartz1@ferguson.com

- 9.1.1 **If your sales point of contact is different than the above, please provide the following information:**

Contact Name: _____
Phone: _____
Email: _____

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to:
- 9.3.1 Goods or Services performed and carried out pursuant to this Agreement;
 - 9.3.2 breach of any obligation, warranty, or representation in this Agreement,
 - 9.3.3 the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or
 - 9.3.4 any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify,

or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.

- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.

Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.

- 9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

9.5.1 Workers' Compensation: Statutory limits and employer's liability of \$100,000 for each accident or disease.

9.5.2 Commercial General Liability:

9.5.2.1 Required Limits:

Minimum \$1,000,000 per occurrence;
\$3,000,000 General Aggregate

9.5.2.2 Commercial General Liability policy shall include:

9.5.2.2.1 Coverage A: Bodily injury and property damage;

9.5.2.2.2 Coverage B: Personal and Advertising Injury liability;

9.5.2.2.3 Coverage C: Medical Payments;

9.5.2.2.4 Products: Completed Operations;

9.5.2.2.5 Fire Legal Liability;

9.5.2.3 Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

9.5.2.4 Attachment of Endorsement CG 20 10- additional insured e. All other endorsements shall require prior approval by the NCTCOG.

9.5.3 Comprehensive Automobile/Truck Liability: Coverage shall be provided for all owned hired, and non-owned vehicles.

9.5.3.1 **Required Limit:**
\$1,000,000 combined single limit each accident.

9.5.4 **Professional Errors and Omissions liability (if applicable):**

9.5.4.1 **Required Limits:**
\$1,000,000 Each Claim
\$1,000,000 Policy Aggregate

- 9.6 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.7 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.8 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any appendices/amendments, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal

and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the Goods or Services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor 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.
- 10.6 **Debarment/Suspension.** Contractor 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. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** CONTRACTOR agrees to comply with all applicable provisions of 2 CFR §200.450. CONTRACTOR shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in procurement solicitations exceeding \$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.

- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **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.
- 10.11 **Civil Rights Compliance.**

Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.

Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 10.12 **Disadvantaged Business Enterprise Program Requirements.** Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*
- 10.13 **Pertinent Non-Discrimination Authorities.** During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
- 10.13.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
 - 10.13.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 - 10.13.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 - 10.13.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
 - 10.13.5 The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
 - 10.13.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 - 10.13.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
 - 10.13.8 Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 - 10.13.9 The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
 - 10.13.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

- 10.13.10.1 Executive Order 13166, Improving Access to Goods or Services for Persons with Limited English proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- 10.13.10.2 Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts.

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (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 twenty-five (25) percent is not eligible to:

- 10.14.1 Receive payments from state funds under a contract to provide property, materials or Goods or Services; or
- 10.14.2 Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 House Bill 89 Certification. If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 Certification Regarding Disclosure of Conflict of Interest. The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of Contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the Contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the Contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or Goods or Services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast

a vote on the provision of Goods or Services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the Contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the Contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The Contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the Contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the Contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

- 10.17 **Certification of Fair Business Practices.** That the respondent affirms that the respondent has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The respondent further affirms that no officer of the respondent has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.
- 10.18 **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 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.
- 10.19 **Prohibition on Certain Telecommunications and Video Surveillance Goods or Services or Equipment.** Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (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 Goods or Services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and Goods or Services as prohibited by 2 CFR §200.216 and §200.471. Contractor has certified its compliance with the requirements of Section 889 of the National Defense Authorization Act (NDAA) through execution of the “Prohibited Telecommunications and Video Surveillance Goods or Services or Equipment Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.
- 10.20 **Discrimination Against Firearms Entities or Firearms Trade Associations.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extending contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the “Discrimination Against Firearms Entities or Firearms Trade Associations Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these

requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

- 10.21 **Boycotting of Certain Energy Companies.** Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extending contracts with entities that boycott energy companies. Contractor has certified its compliance with applicable laws regarding the prohibition of boycotting certain energy companies through execution of the “Boycotting of Certain Energy Companies Certification” included in its RFP submission (Attachment X of the NCTCOG attestations). This certification is incorporated herein by reference. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 **Domestic Preference for Procurements**

As appropriate and to the extent consistent with law, the CONTRACTOR 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.

10.23 **Termination for Convenience**

See Section 3.2.1

10.24 **Trafficking in Persons**

Contractor agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, 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 Contractor (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 Contractor indicates a violation of the applicable prohibitions.

- 10.25 **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.

- 10.26 **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.

Signatures to follow on next page

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Ferguson Enterprises LLC



Signature Date

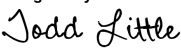
Timothy Trout

Printed Name

Director Customer Groups

Title

North Central Texas Council of Governments

Signed by:


12/15/2025

Signature Date

Todd Little
Executive Director

APPENDIX A
Statement of Work

Scope of Work

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

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 ½”- 2”
- Compression x Meter Swivel Nut on 3/4” & 1” and Compression x Meter Flange on 1 ½”- 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 ½” & 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 “H” 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 H-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.

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APPENDIX A.1
Discounts on Pricing for TXShare Cooperative Purchase Program Participants

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) Y

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

1 Describe Your Category Offerings & Discount Below:

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

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

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

Category #2: Valves		
Item	Description	% Discount Off Your Current List Price

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

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

2 Describe Your Category Offerings & Discount Below:

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

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

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

3 Describe Your Category Offerings & Discount Below:

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

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

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

Category #4: Valves Stacks and Boxes		
Item	Description	% Discount Off Your Current List Price

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

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

4 Describe Your Category Offerings & Discount Below:

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

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

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

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

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

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

5 Describe Your Category Offerings & Discount Below:

Import	<u>20</u> %
--------	-------------

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

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

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

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

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

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

6 Describe Your Category Offerings & Discount Below:

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

A	<u> </u> %
B	<u> </u> %
C	<u> </u> %

*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) Y

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

7

Describe Your Category Offerings & Discount Below:

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

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

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

Category #8: Clamps & Brass Fittings		
Item	Description	% Discount Off Your Current List Price

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

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

8 Describe Your Category Offerings & Discount Below:

Brass Service Fittings	Ford and Mueller	<u>25</u> %
------------------------	------------------	-------------

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

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

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

Category #9: Other Ancillary Goods or Services		
Item	Description	% Discount Off Your Current List Price

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

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

9 Describe Your Category Offerings & Discount Below:

Merit Malleable Brass	Import	<u>40</u> %
-----------------------	--------	-------------

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

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

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

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

APPENDIX A.2
Service Area Designation Forms

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:	Indicate in the appropriate box whether you are proposing to provide service to all fifty (50) states.		
	Will service all fifty (50) states	Will not service fifty (50) states	
		X	
	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. 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.		
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		

Page 36 of Agreement

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

End of Exhibit 3

APPENDIX A.3
Categories Awarded

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**

APPENDIX A.4

Attestations

ATTACHMENT I

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

Compliance with the Solicitation

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

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

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

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

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

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

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

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

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

Providing each employee with a copy of the subcontractor's policy Proposal;
Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;
Notifying the Board within **ten (10)** days of the subcontractor's receipt of a notice of a conviction of any employee; and,

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

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

ATTACHMENT V
FORM COG07-25(E1)
CONFLICTS OF INTEREST DISCLOSURE

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

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

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

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

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

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

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

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

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

CONFIDENTIAL

STATEMENT OF DISCLOSURE

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

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Timothy Trout

NAME OF COMPANY:

Ferguson Waterworks

DATE:

10/13/2025

ATTACHMENT VI

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

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

Name of Organization/Contractor(s):

Ferguson Waterworks

Signature of Authorized Representative:



Date: 10/13/2025

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

Indicate the certification that applies to your corporation:

<u> X </u>	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 Proprietorship

☐ 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.

Timothy Trout, Director - Utility Sales
(Printed/Typed Name and Title of Authorized Representative)


Signature

Date: 10/13/2025

ATTACHMENT VIII

FORM COG07-25(H1) REQUIRED STATE CLAUSES CERTIFICATION

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

- a. If required to make a certification pursuant to Texas Government Code Section 2271.02, the **CONSULTANT** providing goods and services under this Contract confirms that it does not and will not boycott Israel during the term of this Contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- b. Pursuant to Chapter 2276, Government Code, as enacted by S.B. 13, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who boycott energy companies. The **CONSULTANT** verifies that it does not discriminate against energy companies and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.
- c. Pursuant to Chapter 2274, Government Code, as enacted by S.B. 19, 87th Legislature, **NCTCOG** is prohibited from using public funds to contract with entities who discriminate against firearm and ammunition industries. The **CONSULTANT** agrees that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the contract. The **CONSULTANT** shall incorporate required provisions in any subcontract entered into as part of this Contract.

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

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

Timothy Trout

NAME OF COMPANY:

Ferguson Waterworks

DATE:

10/13/2025

ATTACHMENT IX

THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FORM COG07-25(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: Ferguson Waterworks



Signature of authorized representative

Director - Utility Sales

Title of authorized representative

10/13/2025

Date

ATTACHMENT X**FORM COG07-25(J3)****NCTCOG FEDERAL REQUIRED PROCUREMENT PROVISIONS**

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

REQUIRED 2 CFR 200 CLAUSES

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

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

9. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 CFR Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The PROVIDER agrees that it is not providing NCTCOG with or using telecommunications or video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. PROVIDER shall certify its compliance through execution of the Contract. The PROVIDER shall pass these requirements down to any of its contractors funded under this Agreement. The PROVIDER shall notify NCTCOG if the PROVIDER cannot comply with the prohibition during the performance of this Agreement.

10. Domestic Preference. As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Termination For Convenience. The PROVIDER may terminate the agreement for its convenience in whole or in part at any time without cause, upon **thirty (30)** days written notice. Upon termination for convenience, the vendor will be entitled to payment for goods or services satisfactorily performed or delivered.

12. Trafficking in Persons. PROVIDER agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the PROVIDER, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) use forced labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the PROVIDER (i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the PROVIDER indicates a violation of the applicable prohibitions.

13. Whistleblower Protection. PROVIDER agrees to comply with whistleblower rights and protections under 41 USC 4712 and 2 CFR 200.217. NCTCOG, the PROVIDER, and its subcontractors shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. NCTCOG and the PROVIDER must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

14. Internal Controls. The PROVIDER agrees to comply with all applicable provisions of 2 CFR 200.303 to establish, document, and maintain effective internal control over the federal award in

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

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

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

Timothy Trout

DATE:

Ferguson Waterworks

10/13/2025

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

ATTACHMENT XI N/A

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

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

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

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

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

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

Submitter must include a copy of its minority certification documentation as part of this solicitation.
If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:
_____ Minority-Owned Business Enterprise
_____ Women-Owned Business Enterprise
_____ Disadvantaged Business Enterprise

ATTEST TO Attachments of Certification:

N/A
Authorized Signature

N/A
Typed Name

N/A
Date

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

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

SEAL

ATTACHMENT XII

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

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

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

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

CERTIFICATION INFORMATION

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

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

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

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

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

LOWER TIER PARTICIPANT DEBARMENT CERTIFICATIONTimothy Trout

being duly

(Name of Certifying Official)

sworn or under penalty of perjury under the laws of the United States, certifies that neither

Cole Canady

, nor its principals

(Name of lower tier participant)

are presently:

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

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

EXCEPTIONS:

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

Signature of Certifying OfficialDirector - Utility Sales

Title

10/13/2025

Date of Certification