

Region 14 Education Service Center (ESC)

Contract # 159595

for

Waterworks Materials, Services, Operations

and Related Solutions

with

Ferguson Enterprises, LLC dba Ferguson Waterworks

Effective: September 10, 2025

The following documents comprise the executed Master Agreement between Region 14 ESC and Ferguson Enterprises, LLC dba Ferguson Waterworks, effective September 10, 2025:

- I. Vendor Signature Form
- II. Region 14 ESC Award Letter
- III. Supplier's Response to the RFP
- IV. Request for Proposal and Any Addenda, incorporated by reference

SECTION 1

SIGNATURE FORM

VI. SIGNATURE FORM

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective supplier must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. A contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless conspicuously noted by the supplier following the requirements of Deviations and Exceptions section in the Instructions to Suppliers. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this response in collusion with any other supplier and that the contents of this proposal as to prices, terms or conditions of this response have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed for **120 days**.

Ferguson Enterprises, LLC dba Ferguson Waterworks

Company Name

751 Lakefront Commons

Address

Newport News

VA

23606

City

State

Zip

(215) 353-3111

(757) 989-2501

Telephone Number

Fax Number

tim.trout@ferguson.com

Email Address

Timothy Trout

Director of Municipal Sales

Printed Name

Position


Authorized Signature

6/17/2025

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Timothy Trout

Title: Director - Customer Groups

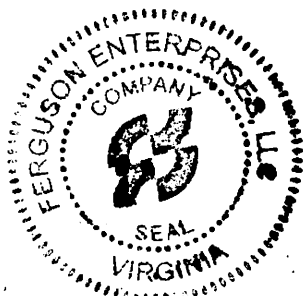


Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.

This certificate of authorization shall be effective from the date hereof until **August 28, 2025** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective August 29, 2024.



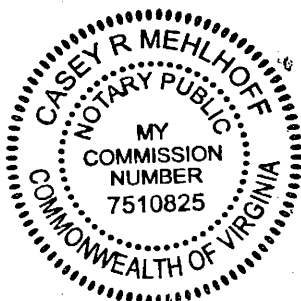
(Company Seal)

Ferguson Enterprises, LLC

Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on August 29, 2024, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

Notary – Casey Mehlhoff
My commission expires: July 31, 2026



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

September 8, 2025

Tim Trout
Director of Municipal Sales
Ferguson Enterprises, LLC dba Ferguson Waterworks
751 Lakefront Commons
Newport News, VA 23606
Sent via email to: tim.trout@ferguson.com

Re: Award of Contract #159595, Waterworks Materials, Services, Operations and Related Solutions

Dear Mr. Trout:

Region 14 Education Service Center is happy to announce that Ferguson Enterprises, LLC dba Ferguson Waterworks has been awarded Contract #159595 based on the proposal submitted to Region 14 ESC in response to RFP 25-S942, Waterworks Materials, Services, Operations and Related Solutions. As stated in the RFP, Article VI. Signature Form, this contract award letter is the countersignature to Ferguson Enterprises, LLC dba Ferguson Waterworks's response and provides Region 14's acceptance of the response and establishes the contract.

The contract is effective September 10, 2025. The contract may be renewed in accordance with the contract terms and conditions.

We look forward to a long and successful partnership.

If you have any questions or concerns, feel free to contact me at (325) 675-8600.

Sincerely,

Signed by:

A handwritten signature in black ink that reads 'Emily Jeffrey'. The signature is written in a cursive style.

4FE64E70707547B...

Emily Jeffrey
Region 14, Chief Financial Officer

SECTION 2

PRICING

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SECTION 2 – PRICING

- Ferguson has uploaded the Pricing documents for this section on the portal. The discount is 3% and reflected on the excel sheet along with list, product codes, and additional information.

SECTION 3

ABILITY TO PERFORM, INCLUDING RESPONSE TO
THE NATIONAL PROGRAM (APPENDIX B)

A. AVAILABILITY OF PRODUCTS AND PRICING (PER RUBRIC)

SECTION 3 – AVAILABILITY OF PRODUCTS AND ABILITY TO PERFORM

A. AVAILABILITY OF PRODUCTS AND PRICING (PER RUBRIC)

1. *Provide pricing for products, services, warranties, etc. supplier proposes to offer.*

Price lists provided will be used to establish both the extent of a supplier's product lines, services, warranties, etc. available from the supplier and the pricing per item. Pricing should be based on a discount from a manufacturer's price list or catalog, or fixed price, or combination of both. Multiple percentage discounts are acceptable if, where different discounts apply, the different percentages are specified. Electronic Catalog and/or price lists should accompany the proposal. Additional pricing and/or discounts may be included. Suppliers may elect to limit their proposals to any category or categories.

a. Any discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum, the Contractor must hold the proposed price list firm for the first 12 months after the contract award.

b. Pricing is not to exceed. Unlike fixed pricing, the supplier can adjust submitted pricing lower if needed but cannot exceed the approved pricing. The contract must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

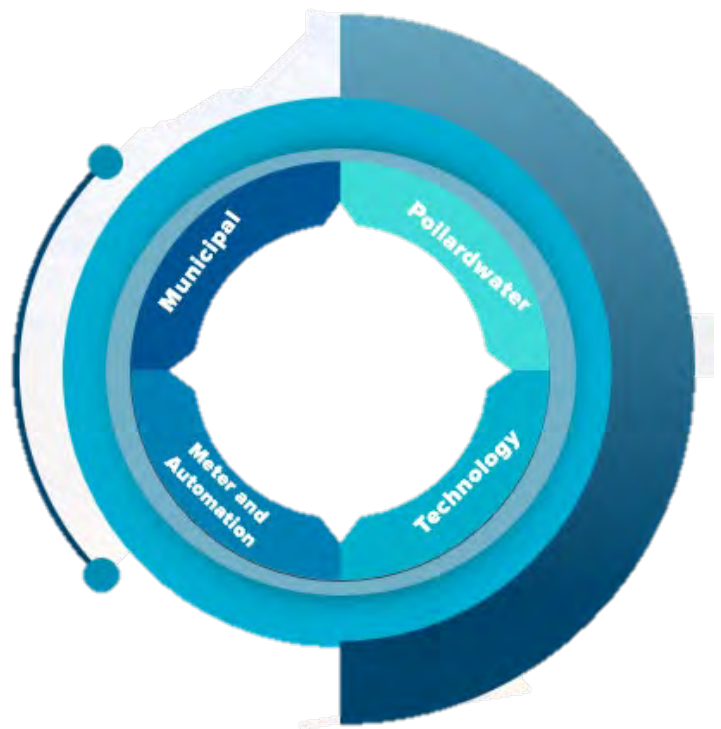
c. Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, if suppliers are proposing cost plus a percentage of cost, suppliers should provide alternative pricing that does not include either cost plus a percentage of cost. If pricing is based on time and materials, a ceiling price that the supplier exceeds at its own risk will be needed as determined and set by the Participating Public Agency. If products and services are provided in a situation where an agency is eligible for federal funding, supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA and Additional Federal Funding Special Conditions section located in the Federal Funds Certifications Exhibit

Understood.

Pricing is attached and uploaded.

Product Specifications and Manufacturer's Warranties have also been included within our submission through a sample of QR codes and website links. Ferguson can provide additional product specification links upon request. Specific details of the specifications, warranty, sizes, capabilities, user guides, and more are included in the manufacturer's sites. Ferguson does not offer warranty on goods sold outside of manufacturer's standard warranty. All materials are covered by manufacturer warranties only and Ferguson will coordinate warranty service under the manufacturer. Ferguson only warrants installation to the extent applicable to its work.

Ferguson has also provided information regarding additional products and services in our Section 5 - Value-Add.



2. *Propose the frequency of updates to the supplier's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the contract.*

Ferguson passes through manufacturer price increases as they occur. While price adjustments typically happen once per year, market factors such as tariffs or supply chain disruptions may result in more frequent changes. We provide manufacturer list pricing and applicable discounts. Members of this Co-op will have access to a wide range of products from the numerous manufacturers represented by Ferguson Waterworks.

3. *Describe any shipping charges. All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.*

Ferguson agrees to the above with an exception in the case that a customer needs special expedited materials outside of our normal shipping agreements with manufacturers. Any freight cost incurred for expediting material shall be passed along to the customer in the form of a freight charge.

4. *Describe any delivery or installation services provided by Offeror and how these services are priced. Include any fees such as setup/cleaning, design/layout, special orders, etc. Supplier may enter into additional negotiations with a purchasing agency for additional delivery or installation charges based on onerous conditions. Additional delivery and/or installation charges may only be charged if mutually agreed upon by the purchasing agency and Supplier.*

Most orders will ship from a Ferguson branch and will not incur delivery fees. Delivery fees will apply to specialty items that ship directly from the manufacturer and do not meet minimum order requirements. If delivery fees are applicable, they will be clearly communicated upfront at the time of quotation.

Ferguson also offers installation services through a subcontractor for meter replacement and technology solution projects. In these cases, the installation fee will be included in the overall project proposal, and pricing and services will be based on the agreed upon scope of work per each project.



5. *Describe any return and restocking fees.*

Ferguson accepts returns on standard stock items without a restocking fee, provided the items are in like-new condition. Returns of specialty or made-to-order products are subject to different terms, which are clearly communicated at the time of purchase.

6. *Describe if distributors/dealers/resellers/subsidiaries/partners (“affiliates”) will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract. Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Purchase orders and payment can only be made to the awarded supplier, or an approved affiliate and pricing must be less than or equal to the pricing stated herein. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.*

Ferguson is submitting this bid as the prime contractor and will be responsible for managing all transactions and customer service. We will coordinate internally across our specialized departments and engage our trusted vendors and subcontractors to ensure comprehensive service delivery.

7. *Describe any special offers, promotions, additional discounts or rebates offered. Additional discount or rebates may be offered for large quantity purchases, single ship to location programs, growth, annual spend, guaranteed quantity, etc.*

Ferguson will make special offers that are provided by the Manufacturers when it is applicable to products a utility is buying. Ferguson might offer volume discounts on a case-by-case basis when it makes sense.

8. *Describe how customers verify they are receiving the correct contract pricing.*

Ferguson’s National Accounts Management (NAM) team will oversee the administration of this cooperative contract. NAM will work closely with our local sales teams and branch network to ensure accurate pricing, seamless execution of transactions, and proper tracking for reporting purposes.



9. *Describe supplier’s invoicing process. Include payment terms and acceptable methods of payments. Suppliers shall describe any associated fees pertaining to credit cards/p-cards.*

Ferguson terms are net 10th prox. Ferguson prefers ACH, but will accept other forms of payment. Ferguson does have credit card fees in states where it is legal on open account balances. Ferguson does allow credit cards for over the counter type transactions.

10. Describe how future product introductions will be priced and align with contracting pricing proposed.

Ferguson continually evaluates and vets cutting-edge solutions from a wide range of manufacturers. If we identify a solution that meets a utility's need under this cooperative purchasing agreement, we will provide technical presentations and all relevant submittal data. As the largest waterworks distributor in the country, we leverage our strong manufacturer relationships to secure the most competitive pricing available, ensuring the best possible value for the utility.

11. Provide any additional information relevant to this section.

Please see the **following page** for our tariff letter.



June 19, 2025

OMNIA Partners – Region 14

RE: RFP 25-S942 for WW Materials, Services, Operations, and Related Solutions

To Whom It May Concern,

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or an increase of existing tariffs. Ferguson will make all commercially reasonable efforts to honor agreed upon pricing for the contract term but reserves the right to adjust prices to offset the impact of additional tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

Sincerely,

Tim Trout
Municipal Sales Manager

B. ABILITY TO PERFORM
RESPONSES – APPENDIX B (PER RUBRIC)

CONT. ABILITY TO PERFORM, INCLUDING RESPONSE TO THE NATIONAL PROGRAM (APPENDIX B)

B. ABILITY TO PERFORM RESPONSES – APPENDIX B (PER RUBRIC)

1. *Include a detailed response to Appendix B, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how supplier will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.*

Due to the length of the questions and to maintain consistency with the format of this section, comprehensive responses to **Appendix B – Exhibit A** are provided at the end of this section.

2. *The successful supplier will be required to sign Appendix B, Exhibit B, OMNIA Partners Administration Agreement prior to contract award. Suppliers should have any reviews required to sign the document prior to submitting a response. Supplier's response should include any proposed exceptions to OMNIA Partners Administration Agreement.*

DEVIATIONS AND EXCEPTIONS

Ferguson's Legal and Risk Departments have carefully reviewed the terms in the RFP and have laid out our exceptions and assumptions below. Our team can discuss any remarks or requested changes with our Legal and Risk Departments in further detail to ensure a mutually beneficial agreement for all parties.

IV. Region 14 - Terms and Conditions

- Indemnity. Delete "arising out of or resulting from the actions" and replace it with "to the extent caused by the negligence or fault"
- Termination. In the second sentence, request "special order goods that have been released" prior to "and accepted material received..."
- Request a new section be added to read, "Limitation of Liability. In no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder, even if advised of the possibility of such."

A sample of our Certificate of Insurance is enclosed in the proposal.

3. *Include completed Appendix B, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.*

Understood. Please see the enclosed **Exhibit F and Exhibit G** at the end of this section.

4. Provide available ordering methods (online ordering, order tracking, search options, order history, etc.).

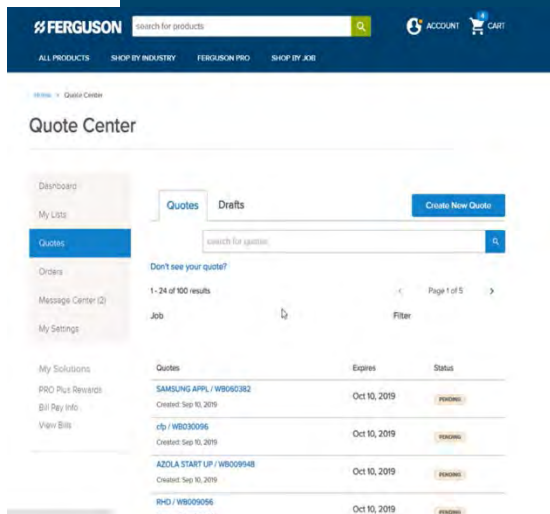
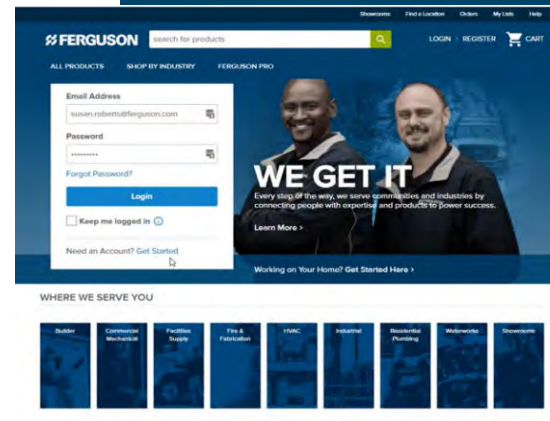
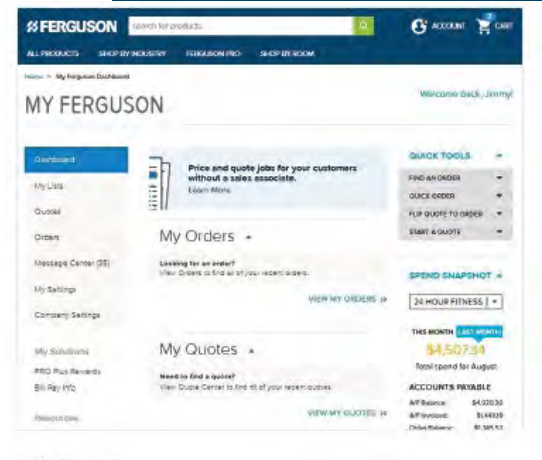
Ferguson's internal system, in conjunction with your Ferguson project manager, can oversee the ordering process, monitor inventory, track job usage, and manage order processing. Additionally, the user-friendly interface and features of [Ferguson.com](https://www.ferguson.com) facilitate the streamlining of operations, allowing public agencies and utilities to focus on their primary business objectives.

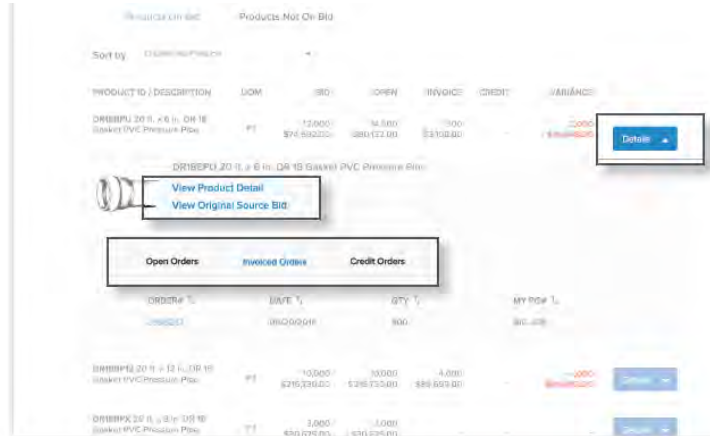
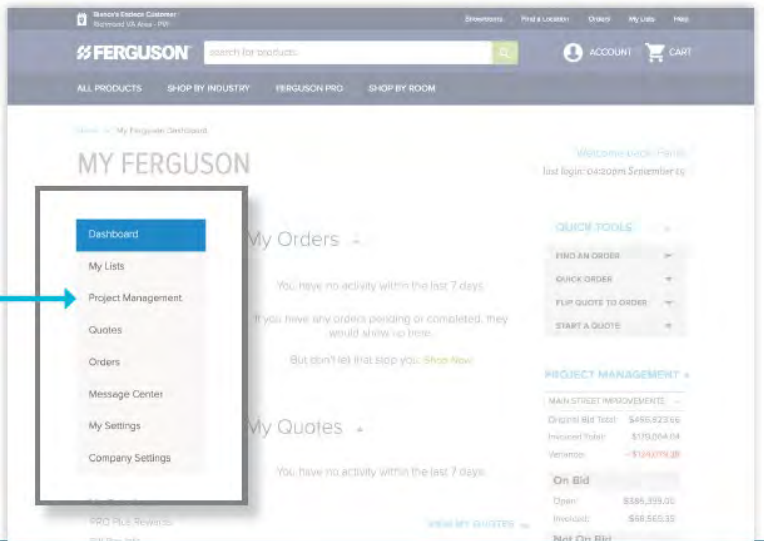
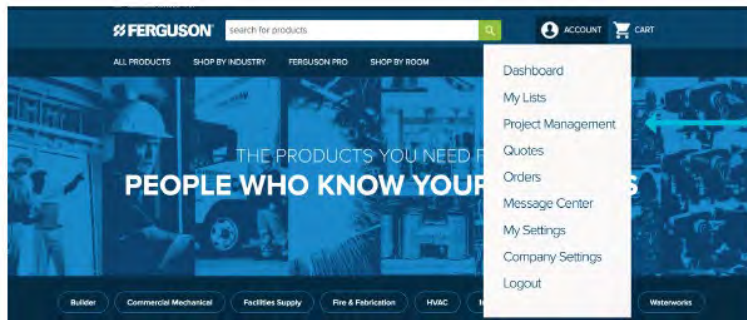
FERGUSON.COM CAPABILITIES

[Ferguson.com](https://www.ferguson.com) ensures public agencies and utilities have 24/7 access to their accounts, enabling them to pay bills, order materials, request quotes, access proof of delivery (POD), and create inventory lists for projects or frequently used items.

Additionally, [Ferguson.com](https://www.ferguson.com) offers features such as personalized product codes, favorites lists, and quick order options to streamline purchasing. Customers can track their account status, manage cash flow, and print statements as needed. Moreover, the platform allows public agencies and utilities to set up new users, manage website permissions, and control spending by establishing approval limits on orders, helping businesses maintain budget control, especially as their teams expand.

- My Lists:** Organize products into customized favorites lists to quickly reorder the products you buy most often. Easily create multiple product lists to share with your direct customers, providing them with good, better, and better options.
- Online Bill Pay:** Reduce paper, stamps, and time spent on the phone or in the branch by paying your invoices online.
- The Ferguson app:** Combines barcode scanning capabilities with existing [ferguson.com](https://www.ferguson.com) capabilities to provide you with the tools you need on-the-go, anywhere. Conveniently scan products from your truck or warehouse to replenish inventory, and access specs, manuals, and warranty information without leaving the job site.
- Add Quick Tools:** Quickly access the most used site features — find transactions, create a quick order, re-order or start a quote — all from one place on the Dashboard.





When you click DETAILS, you can view the following:

View Product Details:

Click to go directly to the selected item's detail page where you can view pricing, buying options, description, the last date the item was purchased, and any other documentation (specification, installation, warranty, etc.) available.

View Original Source Bid:

Click to view the original source bid.

Open Orders tab: Displays the open orders, date ordered, quantity of items still open and the PO number for the order.

Invoiced Orders tab: Displays the invoiced order number, date invoiced, quantity of items invoiced and the PO number for the order.

Credit Orders tab: Displays credits that were issued for the selected item, date issued, quantity of items credited and the PO number for the order.

- o **Project Management Tool:** Your sales associate can turn on "Project Management" for users. The "Project Management" tool can be found in the drop-down menu under "Account" in the top right corner, or on your "Dashboard" to the left of the screen. The "Dashboard" view provides an overview of any selected job.

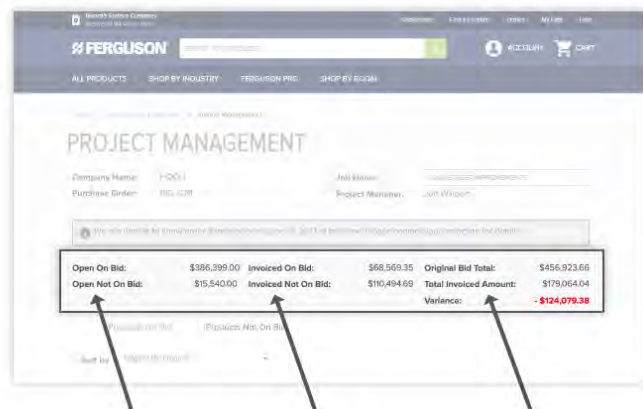
o

FUNCTIONALITY OF ORDERING SYSTEM

The Ferguson PunchOut is similar to [Ferguson.com](https://www.ferguson.com) and is easy to navigate and user friendly. It offers a more customized experience as users will have access to the specific products purchased/needed by the utility, rather than having full access to all of Ferguson's products through [Ferguson.com](https://www.ferguson.com). The capabilities remain, but standard purchases are now more customized and faster. Connectivity is needed to launch the PunchOut from CGI Advantage. If connectivity is down, a quote can be requested for the desired products. Access to the PunchOut and workflow is configured in CGI Advantage. Once the cart is transferred back, the CGI Advantage workflow will be applied for spend limit and other workflows that have been configured.

Project Detail Page

Viewing Job Details:



Open on Bid

Displays the total open dollar amount on the original source bid.

Open Not On Bid

Displays the total open dollar amount NOT on the original source bid.

Invoiced On Bid

Displays the total dollar amount invoiced on the original source bid.

Invoiced Not On Bid

Displays the total dollar amount invoiced NOT on the original source bid.

Original Bid Total

Total dollar amount of the original source bid.

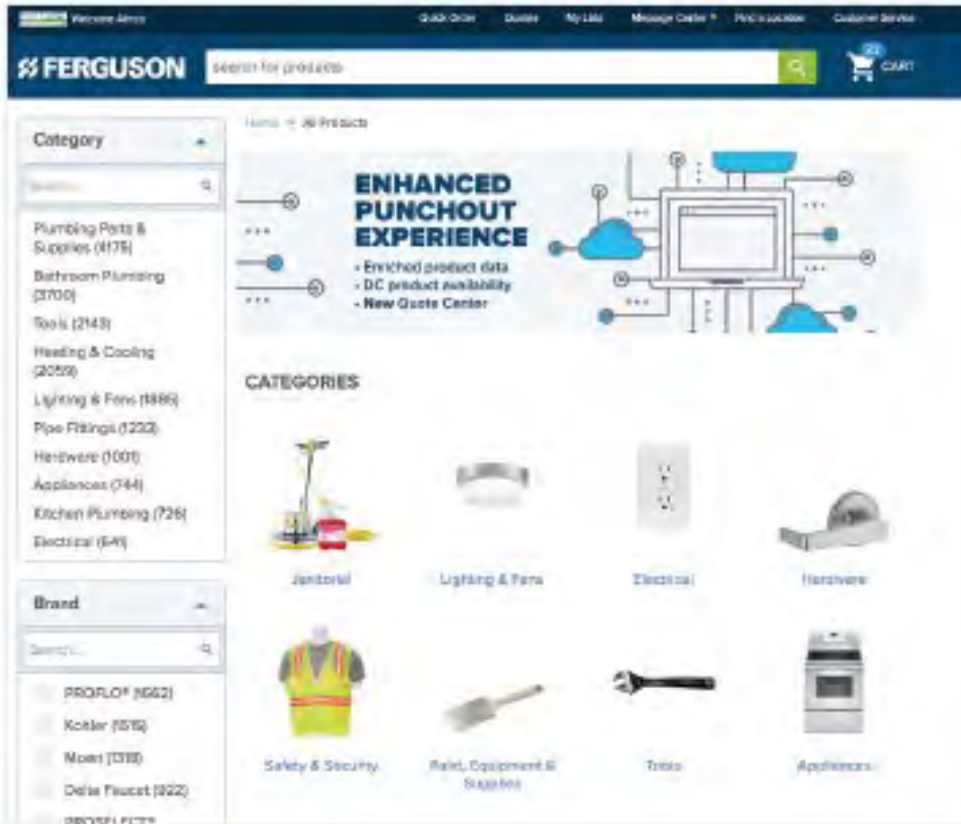
Total Invoiced Amount

Total dollar amount of both the items on the original source bid and any additional items purchased on this job account.

Variance

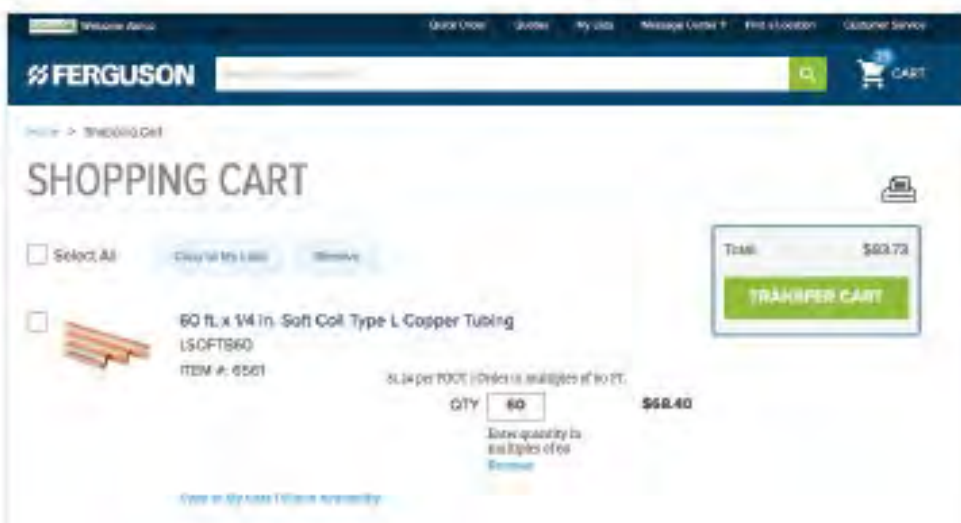
Displays the total dollar amount of the difference between what is invoiced and what was on the original source bid.

Products can be searched by Ferguson Part Number, CWW Part Number if needed/applicable, plain text, category/subcategory, and other refiners. Standard Quote Form or Alternative Ordering System: Quotes can be requested, as needed. A PDF of the quote will be emailed to the requester. The quote can contain items that are in the catalog or non-catalog items. The quote can be searched for in the Quote Center on the PunchOut, added to the cart, and transferred back to CIG Advantage.



Capabilities include:

- Similar functionality and experience as ferguson.com
- Customized product catalog
- Realtime pricing and up to date product information
- Access to images, technical specifications, and MSDS sheets
- Streamlined quotations to expedite the approval process
- Integration of purchase orders and invoices to your procure-to-pay process



5. *What is supplier's average on time delivery rate? Describe Supplier's history of meeting the shipping and delivery timelines.*

Ferguson can arrange for the prompt delivery of in-stock items, generate purchase orders for materials available at other Ferguson locations or distribution centers, and provide counter pickup services. Most locations offer 90% of products within 1-4 weeks, and some market locations within a day for in-stock material. Depending on lead times from our manufacturers, delivery timelines are subject to change. Recent supply chain impacts, including tariffs, may influence timelines for certain categories. The Distribution Centers ship 99.8% of stock orders placed within 2 days to either our 1,850 branches or via parcel and LTL to the end customer.



Ferguson has numerous suppliers. Each supplier is required to maintain a target on-time performance measurement of 96% or higher. If they fall below this standard, corrective actions are mandated, and continuous improvement is expected. Suppliers that do not implement corrective actions risk being removed from the supplier list.

Additionally, Ferguson's local presence provides dedicated support at each branch location, ensuring smooth coordination of deliveries, clear communication of lead times, and accurate inventory information. Ferguson can deliver materials in full or partial shipments according to the Utility's preferences. With over 1,800 branch locations across the U.S., approximately 300 of which focus on commercial/municipal Waterworks, Ferguson maintains high stocking levels to ensure timely deliveries to public agencies and utilities without tying up funds in inventory. Through our inventory management system and manufacturer partnerships, Ferguson efficiently communicates product availability, lead times, and backorders.

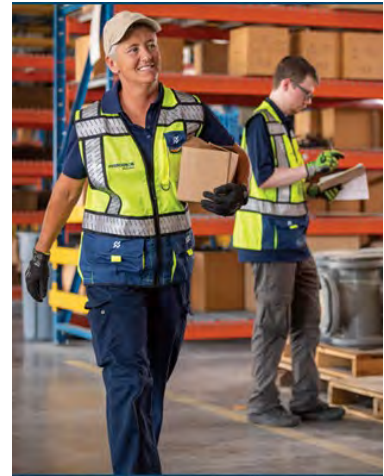
We can provide other resources and offer additional assistance when questions arise or if special training is needed. Our team adheres to best practices and follows an implementation plan that can be modified to meet specific public agency requirements.



6. Describe how supplier responds to emergency orders.

Ferguson is committed to exceptional emergency response service. **We maintain a robust inventory across our extensive distribution network and offer 24/7 emergency contact availability.** In urgent situations, we leverage our strong relationships with municipal partners and vendors to quickly source and deliver non-stock or specialty items as needed.

To deliver exceptional sales support for municipalities, private water entities, and public agencies, it was promptly determined that a specialized team would need to be formed to ensure technical competency, 24-hour emergency service, and a thorough understanding of specifications. This dedicated team of municipal associates is committed to providing valuable resources to utilities. A Standard Operating Procedure (SOP) for emergency orders will be established during a meeting with public agency personnel.



When a public agency or utility experiences critical infrastructure failure outside of standard business hours, Ferguson Waterworks is prepared to mobilize immediately. Our team ensures that essential repair parts are swiftly delivered, allowing the agency to restore service as quickly as possible. Ferguson Waterworks offers direct assistance from our National Account Managers, as well as local outside and inside sales associates stationed at local utility locations. This ensures that each site has reliable experts available to provide guidance and solutions, regardless of the time of day.

7. What is the supplier's average Fill Rate?

Ferguson maintains over \$2 billion in inventory nationwide. Our average fill rate for commonly ordered AB items is approximately 90%. As the largest waterworks distributor in the country, we benefit from strong vendor partnerships that provide us with priority access to special order items — helping us meet critical utility project deadlines efficiently. We have an experienced and dedicated sourcing team and an extensive network that places us within 60 miles of 95% of our customers in North America. Our network is designed for speed and efficient access to products. Our Import Centers are strategically located at East and West coast ports. We use our 11 regional Distribution Centers to ensure both branch replenishment and direct-to-customer shipments are at industry leading fill rates.

Ferguson stocks over 100,000 SKUs and extensive piping, with products stacked from floor to ceiling. Ferguson utilizes the extensive capacity of our Distribution Centers to establish strong vendor relationships, ensuring rapid procurement of any items not currently in stock.



8. Describe supplier's return and restocking policy.

Ferguson accepts returns on standard stock items without a restocking fee, provided the items are in like-new condition. Returns of specialty or made-to-order products are subject to different terms, which are clearly communicated at the time of purchase.

9. Describe supplier's ability to meet service and warranty needs. The proposal should address life expectancy of equipment under normal use; applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period; availability of replacement parts; and detailed information as to proposed return policy on all equipment.

Ferguson does not offer warranty on goods sold outside of manufacturer's standard warranty. All materials are covered by manufacturer warranties only and Ferguson will coordinate warranty service under the manufacturer's warranty. Ferguson only warrants installation to the extent applicable to its work. However, Ferguson is committed to assisting customers throughout the warranty process, ensuring they receive the necessary support in coordinating service under the manufacturer's warranty.

10. Describe any extended warranty programs or service maintenance programs.

Ferguson does not provide extended warranties beyond the manufacturer's standard warranty. All materials are covered solely under manufacturer warranties, and the Contractor will facilitate warranty service as per the manufacturer's terms. There are no additional extended warranty or service maintenance programs offered.

11. The supplier shall provide timely and accurate technical advice and sales support. The supplier shall respond to such requests within one (1) working day after receipt of the request. Describe supplier's customer service/problem resolution process and ability to meet the one working day response time. Include hours of operation, number of services, etc.

Comply.

CUSTOMER SERVICE AND ISSUE RESOLUTION PROCESS

Ferguson is committed to delivering best-in-class customer service by utilizing cutting-edge technology, robust project management tools, risk mitigation strategies, system testing protocols, and lessons learned from previous implementations. Our structured training methods empower Ferguson associates with deep expertise in project submittal processes, ensuring compliance with specifications and securing necessary approvals before shipment of material.

To uphold our commitment to swift problem resolution, Ferguson collaborates with manufacturers who meet or exceed industry testing standards, ensuring consistent product performance and quality assurance. Our experienced professionals specialize in troubleshooting challenges by leveraging extensive knowledge of advanced systems and innovative product solutions.

If an issue requires additional attention or cannot be resolved within the initial response period, it is escalated to the National Account Manager/General Manager or support contact for further review and expedited resolution.

- **Response Time:** Within one (1) working day.
- **Hours of Operation:** 7-5 EST
- **Scope of Services:** Technical consultations, sales assistance, issue diagnosis, and tailored solutions.



Ferguson provides a range of services, including technical consultation, sales support, issue diagnosis, and resolution strategies tailored to client needs. We will closely monitor product usage and gather feedback from the field to ensure the products meet their needs and promptly address any issues. By integrating technology, expertise, and industry partnerships, Ferguson ensures swift communication, effective resolutions, and a commitment to superior service.

12. Describe supplier's contract implementation/customer transition plan.

Ferguson follows a structured contract implementation and customer transition plan to ensure a seamless onboarding process and efficient project execution. Our approach begins with clear communication, establishing expectations, key milestones, and a dedicated point of contact for ongoing support (depending on the state and department group such as Meter and Automation or Municipal). During the transition phase, our designated teams on the contract will prioritize collaboration with customers to understand their specific requirements, ensuring all procurement, logistics, and operational details are aligned. Ferguson provides comprehensive order management, including product submittals, licensing compliance, lead-time coordination, and proactive updates on deliveries and backorders.

To enhance efficiency, we utilize advanced tools such as PlanSwift for takeoff and estimating, streamlining workflows and minimizing redundant tasks. Additionally, PlanSwift provides fully customizable takeoff templates, basic material and labor calculations, assemblies, and reports. It is easily customizable for any trade.

13. Describe the financial condition of supplier.



Ferguson Enterprises, LLC does not release any financial information outside of what can be found on our corporate website. Ferguson's earnings statements are located in Ferguson's Annual Report at www.corporate.ferguson.com. Key sections include our businesses, investors, financial details, media, and sustainability. There is also information on our strategy and links to our business unit websites.

In fiscal year 2024, Ferguson Enterprises, LLC (Ferguson) reported revenues of **\$29.6 billion**. The company continues to experience growth, driven by strong performance in non-residential markets and operational efficiencies. **We are pleased to announce that Ferguson has been selected for the Fortune 500 list, attaining the 146th position for 2025.** The Fortune 500 list **rank the top 500 U.S. companies** by total revenue. Ferguson was first eligible for the list after a corporate reorganization in 2024 that officially made Ferguson a U.S.-based public company. This is yet another milestone that demonstrates the impact and value we have in the North American construction market each and every day.



Ferguson is a Limited Liability Company (LLC). Ferguson is part of Ferguson plc, which is listed on the New York Stock Exchange (NYSE: FERG) and the London Stock Exchange (LSE: FERG) and is in the **FTSE 100 index of listed companies**.

- o **HEADQUARTER'S ADDRESS:** 751 Lakefront Commons, Newport News, VA 23606
- o **FERGUSON'S FEDERAL TAX ID:** 54-1211771 & **FERGUSON'S D-U-N-S NUMBER:** 00-895-5171
- o **E-VERIFY:** 1205487
- o **VERIFICATION OF CURRENT BONDING CAPACITY:** Maximum amount of bond authorized to issue: \$50,000,000 Single \$200,000,000 Aggregate.
- o **BANK REFERENCE:** Bank of America Acct: 3752290835 for all inquiries please visit www.bankvod.com

14. Provide a website link to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Ferguson offers a world class online system www.Ferguson.com and through the app. This includes, but is not limited to, the ability to cross reference Distribution Center water codes to our codes, PunchOut system, vending machines solutions, tag-in tag-out lockers, multiple barcode solutions for all Distribution Center warehouses, system to system integration, order product online, request quotes online, view submittal data online, view AP invoices, view AP history, view product availability, and pay invoices. With Ferguson's vendor-managed inventory and system-to-system integration, public agencies and utilities have real-time access to critical parts and supplies.



Getting Started with Ferguson.com



1 Register and Login

After you register, you will get a link to setup your password and login to Ferguson.com.



2 Review Your Job Board

Visit the Job Board and designate the accounts and preferred store location to see your specific product pricing and inventory availability.



3 Explore Your Dashboard

View order and quote details, access your quick tools and personalize your account settings all in one location.



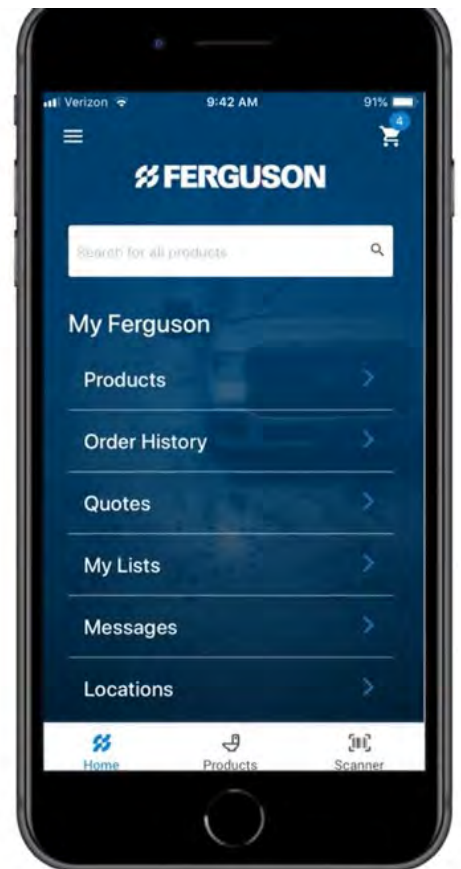
4 Search For Products

Locate products and specs easily with keywords and Ferguson will suggest products, categories and brands to help find the right product for the job.

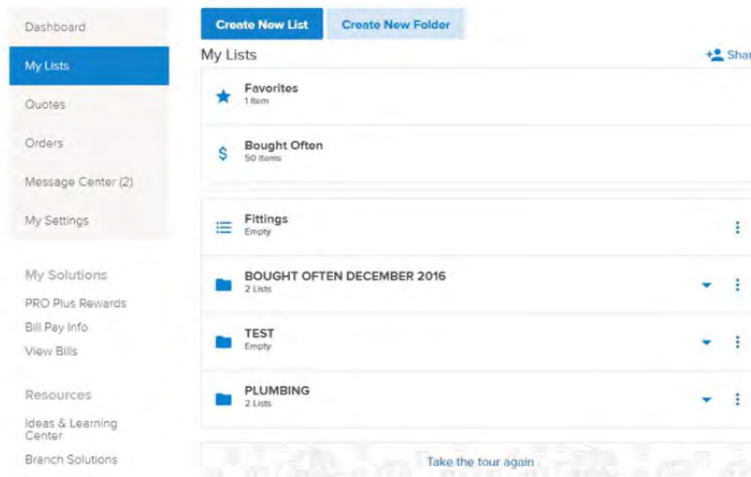


5 Add to Cart and Checkout

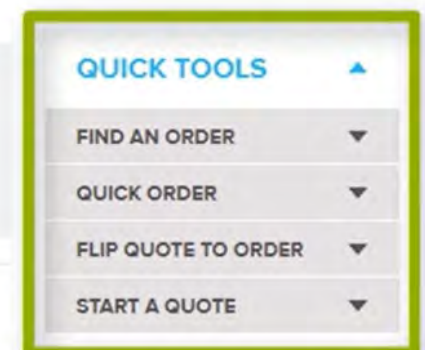
Add products to your shopping cart, see an Order Summary and choose to have your order placed for Pro Pick-Up, Pro Pick-Up 1 hour (in select locations) or Delivery.



MY LISTS



Welcome back, Susan!
last login: 08:39am September 10



SPEND SNAPSHOT ▲

FERGUSON ASSOC ▼

15. Describe the supplier's safety record.

Calendar Year OSHA Stats - 5 years	2024	2023	2022	2021	2020
<i>Experience Modification Rate (EMR) Expiration date 5/1 each year</i>	0.61	0.77	0.82	0.80	0.75
<i>Recordable case frequency rate (TRIR) Total recordable injury rate (TRIR) (aka: Injury Rate (IR)/OSHA recordable injury rate/(RIR) Calculation: total recordable case * 200,000 / calendar year total hours worked</i>	1.88	1.78	2.09	2.29	2.08

Ferguson can provide additional safety information, upon request.

SAFETY AND QUALITY PROGRAMS

Ferguson can assess needs for tools, PPE, and consumable products. Once needs have been identified, we can procure and distribute products. We have established partnerships with manufacturers and are able to stay ahead of the curve on new products entering the market. In addition to providing products, Ferguson can also provide training to ensure workers are equipped with the knowledge and skills to use and maintain the tools and PPE effectively, maximizing their longevity and ensuring worker safety.

We also monitor product usage and gather feedback to ensure needs are met and issues are addressed promptly. Ferguson has a commitment to honoring manufacturers' warranties and claims, and we will work with manufacturers to provide inspections on products that have an annual requirement.

Safety is a core value driver in everything we do. Health and safety considerations are at the forefront of our decision-making. Ferguson can assess the needs for tools, PPE, and consumable products. Once needs have been identified, we can procure and distribute products.



First in Safety Campaign: Safety is not a choice. It is a value that will be part of our culture and embedded in everything we do. We sustained our “First in Safety” campaign to help all associates understand their contribution to health and safety performance. Ferguson has been successful because we have the best associates, and we are committed to creating a safe work environment for all.



“Safety Moments”: Ferguson utilizes “Safety Moments” which focus on monthly topics that all associates and nationwide locations should be aware of and follow. Previous topics include, but are not limited to: Bloodborne Pathogens, forklift safety, flammable gas, hand and power tools, housekeeping, driving in hazardous conditions, texting and driving, proper PPE, ladder safety, slips, trips, and falls and more. In addition, Ferguson introduces the topics in our associate meetings and during presentations to our customers.



Health and Safety Associate Trainings: All associates receive annual training on Expected Safe Behaviors to ensure they understand and can demonstrate these on a daily basis. New and revamped training programs were launched this year, including proper use of equipment, new hire inductions (first 90 days), and driver safety.



Health and Safety Professionals: Support the effective delivery of the health and safety management process while developing and executing cultural change and technical learning programs. Our health and safety professionals build morale and foster an environment of inclusivity and diversity.



Safety Observations and Reporting: Our organization continues to record and communicate our safety reports through our Ferguson Annual Reports and Ferguson Communications portal.



Organizational Structure: We completed the implementation of our field safety organization, which started in 2020. This new field organization allows for more direct consultation with the local branch leadership on health, safety, and environmental issues.



16. Describe technology used to support the contract.



- **Ferguson.com and PunchOut:** From online ordering to organizing and managing inventory, [Ferguson.com](#) and [PunchOut](#) are packed with tools that help save time and money. You can do business with us wherever and whenever you want. [Ferguson.com's](#) intuitive interface and customizable features empower utilities to optimize their operations, allowing them to focus on core business goals. With 24/7 access to their accounts, users can efficiently manage payments, order materials, request quotes, retrieve proof of delivery (POD), and create inventory lists for projects or frequently used items. Ferguson's PunchOut will provide similar features as [Ferguson.com](#), but it is customized specifically for a utility's standard purchases and specifications.

The platform streamlines purchasing through personalized product codes, favorites lists, and quick order options. Customers can monitor account status, manage cash flow, and generate statements as needed. Additionally, [Ferguson.com](#) enhances administrative control by enabling utilities to set up new users, manage website permissions, and regulate spending with approval limits on orders—ensuring budget oversight as their teams grow.

- **Counter:** Ferguson's counter service allows customers to visit a Ferguson location for immediate product availability and expert assistance. Meanwhile, PRO Pickup ensures fast, hassle-free order retrieval, letting utilities place orders online and pick them up at designated Ferguson locations—saving valuable time and keeping projects on track.

- **Orders and Inventory:** Ferguson Waterwork's sales associates play a crucial role in managing product supply through purchase orders and inventory management through our internal system-Trilogie. They create and oversee orders, ensuring accurate stock replenishment and timely fulfillment. By monitoring inventory levels and coordinating with warehouses, they help prevent shortages and keep operations running smoothly. Additionally, sales assess customer needs, verify stock availability, and place orders to ensure timely delivery—helping maintain efficiency and customer satisfaction across industries.



17. Provide any additional information relevant to this section.

Ferguson Waterworks partners with utilities across the US as a unified source for material, supply chain, project management, technology, and analytical services. Ferguson provides industry expertise, accounting and efficiency solutions to multi-jurisdictional utilities through an integrated national network of local supply and service locations, helping utilities maintain critical infrastructure and achieve their fiscal, regulatory, and responsibility goals

SIMPLICITY | A single relationship with seamless integration

- ✓ System-to-System integration with all major accounting and purchasing systems, allowing order origination without additional steps
- ✓ National account programs with combined reporting, contract pricing and volume incentives
- ✓ Single source for utility supplies and services, including tech integration, analysis, and certifications
- ✓ Sophisticated technology offerings that simplify utilities: leak detection, remote pressure monitoring, predictive failure analysis, and metrology
- ✓ Wide variety of quality products with environmental certifications to help customers meet their own carbon reduction goals, including ENERGY STAR, WaterSense, Green Seal, ECOLOGO, Forest Stewardship Council, and EPA Design for the Environment
- ✓ Single access point to a global supply chain of over 1,400 vendors and manufacturers
- ✓ Project management, inventory management, and design/takeoff services
- ✓ Convenient eCommerce/eProcurement purchasing experience for most items
- ✓ Easy-to-use online purchasing through [ferguson.com](https://www.ferguson.com) and [pollardwater.com](https://www.pollardwater.com)

FERGUSON VENTURES – RESEARCH AND INNOVATION

We invest in and partner with startups improving the Built World. As you'd expect, we have a deep expertise in the construction and services industry, but our team also specializes in business development, service design and more. Our vantage point within Ferguson fuels our ability to navigate the organization to identify challenges and position startup partners to solve them. Combine that with our focus on helping turn good startups into great ones, and that's a recipe for success.



Startups

We invest in and partner with startups with unique capabilities that can drive transformation within the construction and services industry. Beyond direct equity investment, Ferguson Ventures provides thought leadership and a dedicated portfolio development team to help design and execute a pilot and go-to-market strategy with our portfolio companies. This enables startups to refine their product market fit through direct customer engagement and scale their business using a proven channel-to-market.



Venture Capital & Corporate VC Firms

Ferguson Ventures partners with leading venture capital firms by providing industry expertise and strategic investment in current and future portfolio companies. Ferguson is interested in collaborating on deal flow, co-investment and commercial partnership opportunities.



Incubators and Accelerators

Ferguson Ventures partners with select incubators and accelerators that are providing capital, programs and places to enable the growth of entrepreneurs. As a partner, Ferguson can offer your founders industry experts as mentors, real-world industry challenges and access to customer insights through pilots. These engagements can lead to capital investment and commercial partnerships.

EXHIBIT A – RESPONSES FOR
NATIONAL COOPERATIVE
CONTRACT
3.0 SUPPLIER RESPONSE

EXHIBIT A – RESPONSES FOR NATIONAL COOPERATIVE CONTRACT

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

Please see Ferguson Waterworks responses below.

3.1 COMPANY

A. Brief history and description of Supplier to include experience providing similar products and services.



Largest Distributor

Offering Customizable Solutions



35,000+

Associates



\$29.6 Billion

Annual sales in FY 2024



1,800+

Locations



Over 1 Million

Customers Worldwide



72

Years of Operation



Publicly Traded

Listed on NYSE & LSE



36,000

Suppliers

Ferguson Enterprises, LLC is a leading value-added distributor in North America, providing expertise, solutions, and products from infrastructure, plumbing, and appliances to HVAC (heating, ventilation, and air conditioning), fire, fabrication, and more. Our more than 1,800 final-mile locations are within 60 miles of 95% of the North American population, and we build long-term relationships with our customers by providing a valuable experience – in our branches and online – rooted in exceptional service. **Since 1953**, Ferguson has been a source of quality supplies for a variety of industries, each working together to help build better infrastructure.

With 72 years of industry experience, Ferguson's associates are committed to staying ahead of the latest advancements in products and services. By continuously expanding their knowledge, they can recommend the most effective systems and tools to meet both immediate and long-term public agency and utility needs, ensuring efficiency and reliability.



Ferguson is proud to provide best-in-class products, service, and capabilities across the following industries:



As a trusted partner to shaping professionals our world, Ferguson provides the scale, expertise, and solutions necessary for peace of mind. Our strong relationships with manufacturers and vendor partnerships across the country give us access to top-tier products, ensuring customers receive high-quality, cost-effective solutions tailored to their specific requirements. **Our Ferguson Waterworks Groups include Meter and Automation, Underground Utility and Municipal Services, Plant, Geosynthetics and Stormwater Solutions, Process Equipment Supplier, Strategic Infrastructure, and Pollardwater.** For additional information on our specialty groups, please visit <https://www.fergusonwaterworks.com/>.

MUNICIPAL BACKGROUND

As our national Waterworks footprint has grown, we have placed an emphasis on diversification and specialization. Ferguson has made significant investment in key non-traditional Waterworks business segments, including Water Treatment Plant, Geosynthetics, and Municipal Business. **Ferguson's Municipal and Private Water Business Group offers a full spectrum of solutions across multiple categories to keep your system safe, efficient, and compliant, including the following: Automatic Flushing, Pressure Monitoring, Remote Monitoring, Leak Detection, Metering, Pipe Condition Assessment, Technology-Enabled Tools, and Inventory Management.**



For more than four decades, Ferguson Waterworks has been the leading choice for underground utility contractors, ensuring projects are completed on time and within budget. From the initial bidding phase to the final supply delivery, we are your reliable partner every step of the way. Our knowledgeable team understands local codes and specifications, helping you avoid potential setbacks and maintain project timelines. We provide solutions tailored to municipalities, utilities, and authorities, ensuring smooth operations and regulatory compliance. Ferguson's Municipal team maintains strong communication with all our partners, which allows our team to better service utilities by providing a channel of resources and best practices through our project methodologies, distribution, and technical support. Leveraging our extensive experience, we offer strategic planning that is in alignment with the defined objectives, scope of work, budget, and timeline.

B. Total number and location of salespersons employed by Supplier.

Ferguson has approximately 35,000 employees nationwide and over 1,800 branch locations. Our team provides efficient, reliable, and customer-centric services tailored to meet your unique needs. Our extensive network of over 300 Waterwork's locations, our experienced municipal associates ensures that we can deliver seamless and responsive service. Additionally, Ferguson employs 12 Municipal Sales Managers, each responsible for overseeing operations within designated territories, ensuring localized support and market responsiveness.

C. Number and location of support centers (if applicable) and location of corporate office.

Ferguson has over 1,800 branch locations across the U.S, and roughly 300 of those are dedicated to commercial/municipal Waterworks. This allows us to maintain additional stocking levels, and there is no need to tie up funds in a public agency and utility's warehouse inventory. **Our Waterworks locations, 11 National Distribution Centers, and 3 Market Distribution Centers** allow us to maintain a dedicated inventory, ensuring our customers have reliable access to the products they need.

Our team has expansive industry knowledge and experience in the US, and we work alongside the local Ferguson Waterworks team to offer immediate inventories, phone and on-site technical support, testing, project management, RMA assistance, and more. **Our Waterworks locations and Meter Depots allow us to maintain a dedicated inventory, ensuring our customers have reliable access.** Our well-trained staff will also be able to quickly respond to any issues as they arise, as the success of any project is dependent on solid project experience and support. We utilize our inventory management system and communicate with our partners for product availability and lead times.

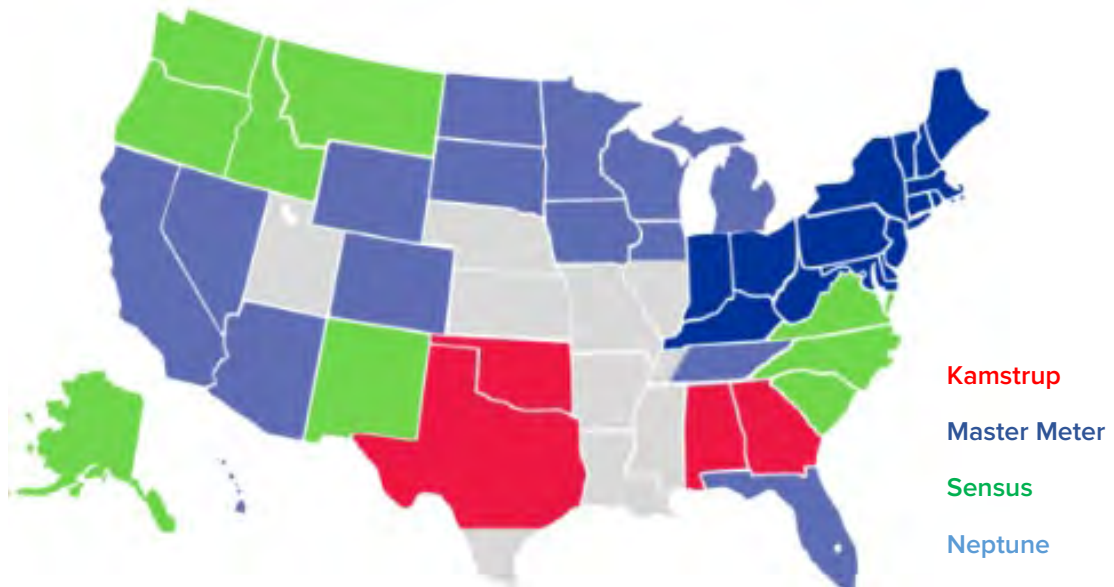
Ferguson's corporate address: 751 Lakefront Commons, Newport News, VA 23606-3322

NATIONAL FERGUSON WATERWORKS LOCATIONS



Map illustrates Ferguson's national support platform.

METER AND AUTOMATION VENDOR PARTNERSHIPS

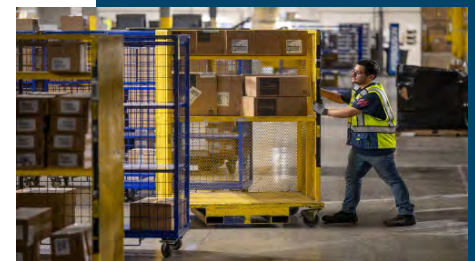


Map illustrates Ferguson Waterworks Meter and Automation (MAG) support platform.

NATIONAL DISTRIBUTION CENTERS (DC)

National Distribution Centers are the heart of the Ferguson supply chain network. Features include:

- ✓ **11 Distribution Center Locations** – The parts and supplies you need at your local Ferguson branch are sourced from one of our strategically located DCs that house more than 7 million square feet of inventory. In addition, our U.S. business operates 3 market distribution centers (“MDCs”) in Denver, Phoenix, and Houston for branch replenishment and final mile distribution to our customers.
- ✓ **Diverse Suppliers** – Our DCs are stocked with material from an assortment of vendors to ensure Ferguson has the part your utility needs to meet your project goals.
- ✓ **Thousands of Products** – Ferguson has invested over \$490 million in inventory across the country to achieve high fill rates in the supply industry. Ferguson stocks more than 100,000 unique SKUs, extensive lengths of pipe, and shelves filled with products.
- ✓ **Expedited Delivery** – Ferguson can arrange for the prompt delivery of in-stock items, generate purchase orders for materials available at other Ferguson locations or Distribution Centers, and provide counter pickup services. Most locations offer 95% of products within 3-5 business days, and some market locations within a day for in-stock material. Depending on lead times from our manufacturers, delivery timelines are subject to change.
- ✓ **Purchasing Power** – Ferguson utilizes the extensive capacity of our distribution centers to establish strong vendor relationships, ensuring rapid procurement of any items not currently in stock.



D. Annual sales for the three previous fiscal years.

a. Submit FEIN and Dunn & Bradstreet report. Please see the documentation at the **end of this section.**

- o **FERGUSON'S FEDERAL TAX ID:** 54-1211771
- o **FERGUSON'S D-U-N-S NUMBER:** 00-895-5171
- o **COMPANY REVENUE FOR THE PAST 3 YEARS**



E. Describe any green or environmental initiatives or policies.

OVERVIEW OF OUR VISION FOR SUSTAINABILITY

Ferguson is committed to leading a responsible business and making a difference through our work. Our vision for sustainability begins with our internal responsibility — our footprint. We are dedicated to minimizing the environmental impact of our operations and fostering a culture that is safe, inclusive and engaging for our associates. Beyond the scope of our operations, we are committed to driving sustainable product solutions and helping customers achieve their sustainability goals — our handprint. Our associates, expertise and position within the value chain creates positive impact opportunities for our **customers, suppliers and local communities** as we help build a better world.



Ferguson's culture supports associates, customers, and the community. We build meaningful partnerships through the Ferguson Cares program with US nonprofits, focusing on clean water access, affordable housing, neighborhood revitalization, and a sustainable skilled trades workforce.

SUSTAINABILITY FRAMEWORK

Ferguson's Board-approved ESG Framework reflects priority issues identified through our risk management analyses, stakeholder priorities assessments and the guidance and methods provided by the Sustainability Accounting Standards Board (SASB), considering all issues relevant to Multiline and Specialty Retailers & Distributors industry standards. It comprises the key sustainability topics informing and influencing our business strategy and structures our overall vision for sustainability across three key pillars: Environmental, Social, and Governance.

Environmental	Social	Governance
Fleet Electric / hybrid vehicles	Health and Safety	Board Management and Composition
Facilities Energy management Renewable energy	Associate Development Inclusion and diversity Human capital management	Shareholder Engagement Shareholder rights Executive compensation
Sustainable Products Encourage adoption of sustainable and energy-efficient solutions	Supply Chain Supplier compliance and supplier Code of Conduct Product safety Product quality	Regulatory and Risk Oversight Ethics / business conduct Enterprise risk management Information security Privacy Compliance with laws and regulation
	Community Investment/ Ferguson Cares	

Ferguson is committed to the following environmental objectives:

- To reduce our Scope 1 and 2 emissions by 35% per million USD of revenue by 2026 (against a 2019/2020 baseline). *Achieved in FY2024.*
- To manage our Scope 3 emissions through supplier engagement, acknowledging that the outcome is not within our control.
- To help our customers meet their own carbon reduction goals through sustainable products.

SUSTAINABLE BUILDING MANAGEMENT

The energy-efficient management of our buildings and operations is one of the key factors in ensuring our organization maintains a lighter, more sustainable footprint. Ferguson worked with a green building consulting firm to establish a consistent framework of sustainable design standards for our new market distribution centers (MDCs). We are also working with this consultancy to complete energy efficiency optimizations within a diverse range of portfolios. In the latest phase of this optimization, our Centralized Facilities Management team will undertake a second phase of lighting retrofits at our central and west blended locations. To advance our commitment to sustainable buildings, we purchased and installed a 1.1-megawatt solar array at our Perris, California Distribution Center.

PACKAGING EFFICIENCY AND SOLUTIONS

Ferguson is working to enhance the overall efficiency of our packaging solutions and reduce the amount of waste sent to landfills, in alignment with UN SDG 12. Our distribution centers recycle pallets, corrugated cardboard, shrink wrap and plastic banding. Currently, our Packaging Design team is looking at market trends and packaging materials prototypes to improve:

- Sustainability and environmental impact.
- Packaging material efficiency and cost reduction.
- Damage reduction rate of packages.

SUSTAINABLE PRODUCTS AND SOLUTIONS

Our sustainable product include, but not limited to:

- Leak detection products that span both residential and non-residential applications.
- Advanced metering infrastructure with robust platforms that provide real-time data on communities' water resources.
- Geosynthetics and Stormwater management products and solutions help reduce sediment and debris, protecting water resources from sedimentation and litter and ensuring efficient use of green infrastructure.
- A variety of EPA-certified WaterSense products including bathroom sink faucets, high-efficiency toilets and urinals, high-efficiency showerheads, pre-rinse spray valves, landscape irrigation services, and weather-based irrigation controllers.



Ferguson Named 2024 Energy Star Partner of the Year

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Ferguson has established our Distributor Alliance Program (DAP), a program for Small, M/WBE, VBE and DBE who utilize Ferguson as a vendor partner to resell our products to the following: federal, state, local governments, private and public corporations. We know the success of our DAP is attributable to our intentionality, coupled with our corporate resources and lessons learned.

Building solid long-term relationships is part of Ferguson's business foundation. As we continue to evolve as an organization, we recognize that providing business inclusion opportunities for small, minority, women, service-disabled, and veteran-owned businesses will help us strengthen our supply chain and grow our business to maintain our competitive advantage in the marketplace. Ferguson is an engaged and committed supporter of the following programs:

- Carolina/Virginia Minority Supplier Development Council (CVMSDC)
- National Association of Women Business Owners (NAWBO)
- National Coalition of 100 Black Women
- Norfolk State University Innovation Center
- Urban League of Hampton Roads
- Virginia Asian Chamber of Commerce
- Virginia Hispanic Chamber of Commerce

For additional information, please see

<https://www.ferguson.com/content/resources/supplier-relations/supplier-diversity-inclusion-program> and <https://www.ferguson.com/content/resources/supplier-relations/>.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

No – N/A

Yes No If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

No – N/A

Yes No If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

No – N/A

Yes No If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

No – N/A

Yes No If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

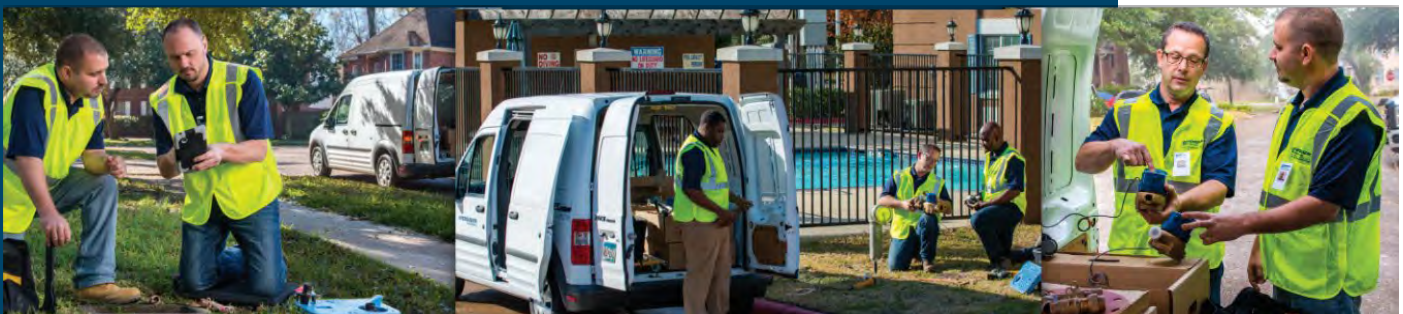
No – N/A

Yes No If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

For Meter and Automation, subcontractors may be used based on the scope of work. Ferguson collaborates with carefully vetted and experienced subcontractors from our approved list, including Vepo Metering, National Metering Services, D & B Construction Group, Concord Utilities, and Advanced Metering Installations, LLC.

Each subcontractor undergoes a comprehensive review process, which includes evaluations of their background, qualifications, safety records, licensing, DBE status, and other key criteria. Ferguson collaborates with experienced national and regional meter installers, ensuring that all approved installation partners comply with the scope of work, meter manufacturer's installation specifications, and all applicable local, state, and federal codes and regulations.



I. Describe how supplier differentiates itself from its competitors.

Our core strengths include our associates, value-added solutions, global supply chain, and omnichannel experience. *We exist to make our customers' complex projects simple, successful, and sustainable.* Our operations and associate expertise align with our customer groups where we predominantly serve trade customers. By differentiating between the customer types, we can provide recommended services and better cater to specific requirements. Each group has its own set of competitors that range from large national companies, including trade sales by large home improvement chains, to small, privately owned distributors.



We stay focused on the unique needs of our customers. Our value-added solutions in sourcing, sales channels, customized solutions, fulfillment options, and after sales support set us apart and are a key reason we build such long-term relationships. All our value-added solutions are designed to make our customers' lives easier. We do that by being a trusted advisor and using technology every day to help drive productivity and deliver great customer experience. Our associates take a consultative approach that guides customers to the right product for the particular application.



J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Ferguson Enterprises, LLC is a relationship focused business. It employs approximately 35,000 associates in over 1,800 locations throughout the United States. Ferguson purchases from over 36,000 vendors and sells to over 1,000,000 customers. Given its size and scale, it regularly engages in litigation as either a plaintiff or a defendant in the ordinary course of business. However, there is no current claim or litigation that will have a material impact on its ability to perform the requirements of any prospective contract.

K. Felony Conviction Notice: Indicate if the supplier:

- a) *is a publicly held corporation and this reporting requirement is not applicable;*
- b) *is not owned or operated by anyone who has been convicted of a felony; or*
- c) *is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.*

A – Publicly held and N/A

L. Describe any debarment or suspension actions taken against supplier

Ferguson Enterprises, LLC's ("Ferguson") Houston branch, a recent acquisition at the time, was convicted of price fixing in federal court in 1994. Ferguson cooperated with the authorities in the investigation of this matter and the individual involved did not continue to be employed by Ferguson. Only Ferguson's Houston, TX branch was debarred from federal contracts from April 1994 to April 11, 1996. Ferguson has not been otherwise debarred from any state or federal contracts.

3.2 DISTRIBUTION, LOGISTICS

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

The following is a list of suggested (but not limited to) areas for Waterworks Materials, Services, Operations and Related Solutions.

Respondents should provide a detailed description of all products, services, and solutions provided in one or more categories below (including: type, brand, warranty, system capabilities, etc.):

MUNICIPAL OFFERINGS

AUTOMATIC FLUSHING	PRESSURE MONITORING	REMOTE MONITORING	LEAK DETECTION
- Monitor Water Quality - Residual Testing - De-Chlorination - Permanent or Portable	- Hydraulic Modeling Data - Water Hammer and Transient Event Alerts - PRV Performance Assessment - Multiple Installation Points	- Inflow and Infiltration Targeting - Flow and Velocity Monitoring - Sewage Overflow - Stormwater Applications	- Permanent Install - Portable “Lift and Shift” - Real Time Monitoring - Target Leak Location
METERING	PIPE CONDITION ASSESSMENT	TECHNOLOGY ENABLED TOOLS	INVENTORY MANAGEMENT
- Fixed Based or Drive-By - Customer Portal - Remote Disconnect Meters - Critical Issue Alerts	- Predictive Technology - Prioritize Repair - Target Valve Readiness	- Line Location - Valve Exercisers - Ground Penetrating Radar	- Barcoding - Customer Specific Codes - Point of Consumption - System-to-System Integration - Warehouse Management

Ferguson Waterworks is aligned with a vast array of manufacturers. The QR codes and links (on the following page) are a sampling of some of the products proposed. Ferguson can provide additional specifications upon request. The agency can view product information, warranty, brands, sizes, benefits, system capabilities, and more.

SAMPLE PRODUCT SPECIFICATIONS



www.Ferguson.com



www.Fergusonwaterworks.com



www.templeton-associates.com



www.muellerwaterproducts.com



www.neptunetg.com
(Neptune - Meter Partner)



www.pollardwater.com



www.xylem.com/en-us/brands/sensus
(Sensus - Meter Partner)



www.mastermeter.com
(Master Meter - Meter Partner)



www.kamstrup.com
(Kamstrup - Meter Partner)



<https://american-usa.com/> - Home
| AMERICAN



<https://www.fordmeterbox.com/>
Manufacturer of Waterworks
Brass and Pipeline Products |
Ford Meter Box



<https://www.aymcdonald.com/> -
A.Y. McDonald



<https://ebaa.com/> - EBAA Iron, Inc.
- Leaders in Pipe Joint Restraint
and Flexible Expansion Joints



<https://www.mcwane.com/> -
Companies - McWane, For
Generations



<https://www.uni-bell.org/Members>
- Member Companies - Uni-Bell
PVC Pipe Association

1. Waterworks Materials:

o Water meters, pipes, valves, fittings, and underground utility

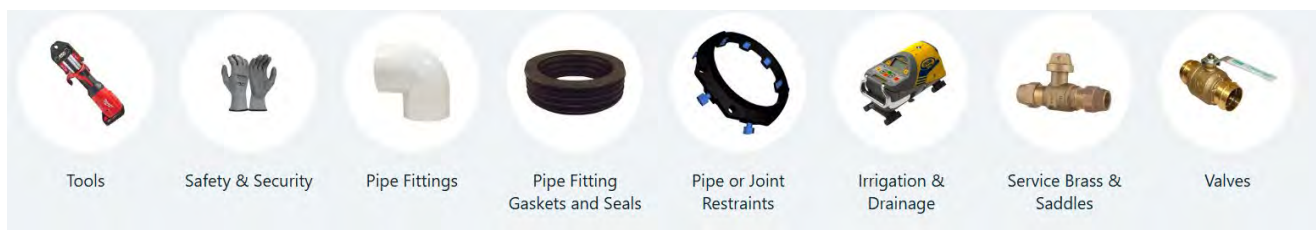
Meter and Automation: When Ferguson deployed its first AMI project in 2008, the decision was made on a national level to invest in substantial sales, installation, and ongoing support resources for AMR/AMI projects with the Meter and Automation Group (MAG). Ferguson's in-house team of metering experts are highly trained in the latest metering technology and project management support. Our strong relationship with the top 4-meter manufacturers allows us to offer municipalities access to an extensive range of automated meter reading (AMR), advanced metering infrastructure (AMI), products and solutions. It is the combination of Meter and Automation experts and processes combined with local Waterworks support and product availability that has led to our notable growth. Ferguson has meter line representation in 45 states currently and is working on an aggressive strategy to obtain exclusive meter distribution rights in the remaining states over the next couple years.



Municipal and Private Water: Our Ferguson Municipal and Waterworks Sales teams are dedicated to serving private water companies, municipalities, contractors, and public agencies. We provide strategic guidance and seamless contract utilization to address evolving needs. Through active participation in regional and national trade shows, conferences, and industry events, we strengthen relationships and expand market reach. From the initial bidding phase to the final utility supply delivery, we are your supply partner. Furthermore, our knowledgeable associates have expertise in local codes and specifications. As a result, we help you avoid potential setbacks and maintain project timelines.



Through our manufacturer's partnerships, we provide water management professionals with an extensive selection of products such as plastic and ductile iron pipe, restraints and pipe fittings, waterworks, locating, power tools, valves, water meters, manhole frames, geosynthetics and stormwater management products, irrigation and drainage materials, and more.



o Wastewater, sanitary sewer and stormwater utility

Ferguson knows every treatment plant is unique, so we offer tailored solutions for each job. On average, our Plant Division associates have more than 20 years of individual experience, making them true veterans of the treatment plant industry. Partnering with Ferguson's Plant Division means you can achieve success with support from associates who have decades of expert product knowledge. From detailed, fully digital take-offs and in-house developed CAD drawings to custom project management systems, we work with you to find the best solutions for your specifications. Treatment plant contractors across North America come to Ferguson for our experience and reliability in the waterworks industry. Whether you're building a potable water or wastewater plant, we'll customize our solutions to your unique challenges. From the bidding phase of an expansive new plant contract to the on-time delivery of waterworks products needed to finish the job, you can depend on our overall stability as a company to help you through every step of your project.



Additionally, we are the only company with dedicated teams to address the unique nature of collaborative delivery. Our DBIA-certified associates, with their contractor/construction resumes, become part of your team from the initial RFQ until the final project closeout. Our Plant Group works with multiple general contractors and engineering firms on the following Piscataway BioEnergy.

- o **Instrumentation and controls**

Ferguson partners with companies who can help provide instrumentation and controls.

- o **Above-ground utility cabinets and underground vaults**

In many markets Ferguson can provide prefabricated underground vaults or above-ground utility cabinets, this is not available in every market.

- o **Material installation, service and maintenance capabilities**

On meter projects Ferguson works companies who can install water meter, meter boxes, and brass, we also have a fusion division which offers machine rentals.

2. Waterworks Services:

- o **Utility and municipal services**

While Ferguson serves a wide range of customers in the Waterworks Industry, we recognize the unique challenges faced by Municipal and Private Water customers. To address these specialized needs, Ferguson has deployed municipally focused teams nationwide. These teams deliver exceptional sales support, industry-leading technical expertise, 24/7 emergency service, and a deep understanding of specifications and application requirements.

- o **Meter and Automation**

Our MAG team helps municipalities select and install top-brand meter systems for accurate readings. Ferguson's MAG boasts sixteen years of experience, supported by Product Specialists, Managers, IT Integration experts, Installation Project Managers, and Municipal Sales Associates.

- o **Advanced Metering Infrastructure (AMI) Solutions**

We will help strategically design your Utility's metering system to ensure the most accurate readings of meter data. Ferguson can leverage its branch network and municipal sales focus to bring unprecedented support. For additional information, please visit <https://www.fergusonwaterworks.com/solutions/meter-and-automation/>.

- o **Control panel design and fabrication**

- o **Project management**

Ferguson's proactive approach to project management is unique. We have created a team of talented individuals dedicated to executing each phase of a successful project. For project management, Ferguson will leverage the latest technology, advanced implementation tools, well-proven project management framework, risk mitigation plans, software and system testing, lessons from past implementations, and modern training methods. Our team will bring our project management best practices and adhere to a mutually agreed implementation plan and scope of work document, which can be modified and adjusted based on your requirements.

We maintain transparency and alignment through regular engagement with personnel, manufacturers, and key stakeholders, ensuring everyone stays informed of industry advancements.

Our expert team offers comprehensive product insights, effective problem-solving solutions, and opportunities for cost savings. By closely monitoring product usage and collecting field feedback, we promptly address any concerns and assist public agencies, utilities, and manufacturers in enhancing operational efficiency and achieving long-term success.

o **Centralized operations management**

Ferguson has centralized operations which help with pricing, trucks, logistics, training, invoicing, warehousing, and all the back-end network needed to support a Fortune 500 company.

o **Startup and commissioning services (equipment startups, system Engineered Products and Services)**

- o Valve automation and control services (20 V&A facilities nationwide)
- o Six lined pipe fabrication facilities
- o HDPE pipe and fittings fabrication (fabrication in FL, NC, and TX)
- o Fusion Training/Fusion Technicians
- o CAD Drawings
- o 3D Scanning
- o Gasket Cutting
- o Steam support services
- o Safety shower surveys

With over 40 years of experience in polyethylene pipe fusion, Ferguson Waterworks is an industry leader in comprehensive fusion solutions for HDPE, PP-R, and NUPI PP-RCT pipes. From on-site fusion services to customized fabricated pipe systems, our highly trained associates are dedicated to helping you finish your projects safely and efficiently. Discover our pipe fusion services and see how you will benefit by partnering with us on your next project.

o **Checkouts, Control verification, retro commissioning, Measurement & Verification (M&V) activities, etc.)**

Ferguson is always looking for new innovations and solutions in the waterworks industry. Ferguson has a group that specifically works on innovating new solutions to help fix old problems called Ferguson Ventures. The Ventures team has a focused mission to solve emerging business challenges with external innovators. Ferguson Ventures is the Corporate Venture Capital (CVC) arm of Ferguson. Our vision is to provide innovators focused on the Built World with the resources, industry expertise, and capital necessary to launch transformation in the construction and services industries that will create a better future for Trade Professionals.



Construction Evolution

Productivity drivers for new construction activity, including:

- o Advancements in pre-construction design and BIM
- o Efficiencies gained through fabrication and offsite construction

Contractor Efficiency

Labor-saving software and business tools for customers and associates, including:

- o Increasing contractor profitability despite labor constraints
- o Enabling our customers to complete more jobs in a day

Environmental

Emerging opportunities to drive sustainable product innovations, focused on:

- o Better creation, treatment, heating and distribution of water
- o Advancing electrification in buildings and reducing energy consumption



Our value-add

Our collaborative approach, diverse team and reach within the industry is the accelerant you need to scale:

- o Deep relationships with trade professionals across North America
- o Service design and business development expertise

o Geo technical and stormwater

Erosion and sedimentation are a constant battle on civil construction projects. America's aging infrastructure has an ever-increasing backlog of rehabilitation needs. At Ferguson Waterworks, we take pride in providing expert assistance across a variety of engineered and construction solutions. We offer expert assistance and a full line of geotextiles, geogrids, erosion control products, stormwater management, and treatment solutions to help contractors meet these challenges.



Ferguson Waterworks partners with stormwater professionals, site contractors, and landscape architects as a premium supplier of stormwater products. As leaders in Geo and Stormwater, we stay up to date on the latest products, technologies, and regulations for managing runoff in urban environments. From Rain Gardens and Bioretention Basins to Pre-Treatment Devices and Underground Storage, we offer innovative products that prevent ponding, capture debris, filter pollutants, and prevent erosion. Let our experts help you select and customize products that generate better results and ultimately lower the total cost. Enhance your Urban Green Stormwater Infrastructure with a partner that is invested in success.

o Site surveys and subsurface utility locating services

Advanced Utility Technologies: Ferguson Waterworks offers intelligent technology solutions that help public and private water agencies save resources and increase operational efficiency on every project. From metering and IoT remote monitoring to GPS data collection and AI, utilities benefit from our comprehensive capabilities. Furthermore, driving value across the water cycle. We supply PVF, assist with automated metering, help reduce non-revenue water loss, collect high-accuracy GPS data, implement AI, and more. When it comes to water loss, it isn't just a financial problem. In fact, it impacts infrastructure, customers, and the environment.

Building the foundation you need to make data-driven decisions starts with high-accuracy GPS data collection. Using any mobile device, your team can capture field assets with our user-friendly tools. Then our software platform integrates seamlessly to build or maintain an accurate geographic information system (GIS) to better manage your water assets.

o Consulting services

Strategic Infrastructure: Waterworks Supply Chain Procurement Specialists (WSCPS) is Ferguson's proprietary integrated collaborative delivery program that supports your team with input on all construction deliverables and planning during preconstruction, conduct a competitive open book bid for waterworks materials, and manage the supply of materials through final completion. Our project management efforts are led by the collaborative delivery team in our Strategic Infrastructure Group. These DBIA certified associates are the best in the business and have vast experience with design build work.



o Design and inspection services

We use advanced BIM and VDC solutions to generate detailed 2D Shop Drawings and other BIM Models. Furthermore, our expert drafting team can integrate 3D scanning services.

As a result, we both identify and resolve potential issues before construction even begins, saving our customers costly fixes and keeping projects on deadline. Autodesk Revit, the premier building information modeling software tool, integrates with BIM for ultimate collaboration and results. The 3D models in Revit contain building information that allows us to auto-generate the associated bill of material (BOM) for the shop drawings. The 2D plan and section views are created directly from the 3D model. Both features improve efficiency meanwhile reducing errors.

What are the key benefits of BIM and advanced modeling solutions?

- o 3D models
- o 2D views generated from the model
- o “Parametric” structures (containing building information)
- o Auto-generated bill of materials – BOM
- o Revising the model updates all views

3. Waterworks Operations:

o Strategic Infrastructure, (Water and Wastewater Treatment Plants)

Ferguson’s Plant division is a specialty group within Waterworks and is an established, trusted partner in the design-build industry. Our division can provide pre-construction hard bid opportunities and design-bid capabilities to customize our solutions to meet customers’ unique challenges. Our dedicated team of DBIA certified associates and national support resources integrate from the pursuit phase, project development, and conceptual design to project execution and closeout with an expertise focus on budget, value engineering, haz-ops, quality, schedule, and risk management for any collaborative delivery model.



Along with project management in our two geographic areas, we utilize Autodesk’s Revit CAD program to create 3D models. 2D plans and bills of material are then produced from those models. We provide PDFs of the shop drawings and CSV files of the drawing bill of material to the Ferguson project manager. Treatment plant contractors across North America come to Ferguson for our experience and reliability in the waterworks industry. From the bidding phase of an expansive new plant contract to on time delivery of waterworks products needed to finish the job, you can depend on our overall stability as a company to help you through every step of your project. Additionally, we are the only company with dedicated teams to address the unique nature of collaborative delivery.

o Supervisory Control and Data Acquisition (SCADA) system development, integration and modernization

Ferguson provides many products that work with SCADA system for better system optimization.

o Instrumentation selection, calibration and maintenance

Ferguson works on some instrumentation, calibration, and maintenance on such things as locating devices, fusion machines, and other waterworks products.

4. Waterworks Solutions:

o Digital solutions for remote monitoring and alarm notification systems

Ferguson municipal technology solutions: VODA.ai is an innovative cloud software company that uses artificial intelligence to rank utility pipes by Risk of Failure within the next 12 months (for Operations Teams) and within the next 5-10 years (for Planning Teams). VODA.ai’s team comprises data scientists, engineers, entrepreneurs, and water industry veterans who spend all their energy creating innovative solutions to address one of water utilities’ most significant problems: knowing which pipes will likely fail.



The AI/ML engine from VODA.ai predicts future failures more accurately than other methods today while requiring significantly fewer resources on the utility's part and providing results timelier. Water utilities can prioritize maintenance and investments, avoid costly repairs and lost water, and continue to serve their communities well. The VODA.ai vision is to enable water utilities worldwide to make more informed decisions.

0 American Water Works Association (AWWA) Cybersecurity Assessment

Ferguson supports products with have very high security standards and have some ISO certified locations.

0 Subscription-based threat reduction services (SCADA, etc.)

Ferguson provides many products that integrate with SCADA system for better system optimization.

0 Energy and green infrastructure services and solutions (Energy tracking, analysis, evaluation of potential upgrades, demand response, rebates, etc.)

Urban Green Infrastructure: Over the last few years, we've addressed a growing focus on green technologies. Subsequently, we have expanded our services and products to reflect the needs of our communities. Because we strive to serve you better and your municipalities, we offer a suite of high performance, cost-appropriate, and low-maintenance solutions in the Urban Green Stormwater Infrastructure and low-impact development space.



SPACE EFFICIENT STORAGE

Minimize your excavation and maximize your storage. Get subsurface stormwater storage products in order to detain, harvest, or reuse runoff.



FILTERS AND SCREENS

We provide mechanical filters and screens for both surface green infrastructure and subsurface storage systems.



MEDIA AND BIOFILTRATION

We provide mechanical filters and screens for both surface green infrastructure and subsurface storage systems.



ALTERNATIVE SURFACES

Water management on urban surfaces is imperative to avoid ponding and parking lot flooding. Our products offer efficient infiltration into native soils and reduce the amount of piping and drainage required on-site.

Note: Any additional products and services that an Offeror can provide can be listed in the "Value Added Products and Services" Section under Tab 5. Offerors are encouraged to include any case studies describing the benefits of services provided

Understood. Please see **Tab 5 – Value Added Products and Services** for additional information. Ferguson is prepared to introduce new technologies, specialized services, and tailored programs as public agencies and utilities seek expansion.



B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Ferguson Enterprises, LLC dba Ferguson Waterworks has over 1,800 locations across all 50 states, supported by 11 Regional Distribution Centers and 3 Market Distribution Centers. **Our strong distribution network ensures reliable service throughout the lower 48 states.**

Our meter and automation group, within Ferguson Waterworks (MAG), has established manufacturing agreements with specific states for each meter group that Ferguson is associated with. Our strong relationships with the top four out of five key vendors (e.g. Kamstrup, Master Meter, Neptune, and Sensus) enable us to provide municipalities with access to a comprehensive range of automated meter reading (AMR) and advanced metering infrastructure (AMI) products and solutions.

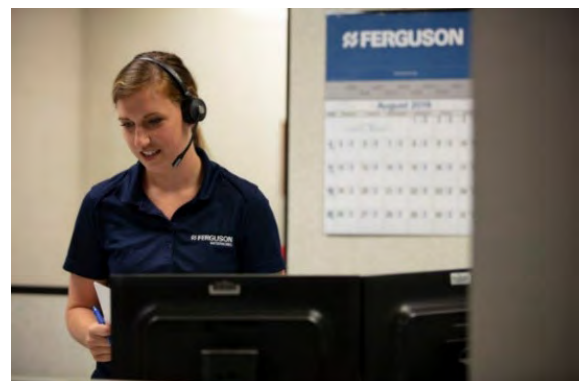
- o Ferguson's alignment with Kamstrup includes the states of Alabama, Georgia, Texas, and Oklahoma.
- o Ferguson's alignment with Master Meters includes Connecticut, Delaware, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, and West Virginia.
- o Ferguson's alignment with Neptune Metering includes Arizona, California, Colorado, Florida, Hawaii, Illinois, Iowa, Michigan, Minnesota, Nevada, North Dakota, South Dakota, Tennessee, Wisconsin, and Wyoming.
- o Ferguson's alignment with Sensus includes Alaska, Idaho, Montana, New Mexico, North Carolina, Oregon, South Carolina, Virginia, and Washington.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Ferguson's National Accounts Management (NAM) team will oversee the administration of this cooperative contract. NAM will work closely with our local sales teams and branch network to ensure accurate pricing, seamless execution of transactions, and proper tracking for reporting purposes.

North American Supply Chain Network

The industry's most extensive network placing Ferguson within 60 miles of **95%** of the population



D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Ferguson’s associates will be involved in this process. Our products are delivered through a common network of distribution centers, branches and specialist sales associates, counter service, showroom consultants, and e-commerce. If an item is not in stock or requires a special order, the manufacturing vendor may ship the material.



E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

Ferguson Enterprises LLC dba Ferguson Waterworks has more than 1,800 locations serving all 50 states and 11 Regional Distribution Centers for this proposal offering. In addition, our U.S. business operates three market distribution centers (“MDCs”) in Denver, Phoenix and Houston for branch replenishment and final mile distribution to customers. Specifically, 300 branches are dedicated to Ferguson Waterworks, which entails most of our offering, as disclosed in the proposal. To learn more about our U.S. business and all store location, please visit www.ferguson.com.



As of July 31, 2024, the Canada business operated 224 branches with one regional Distribution Center and approximately 3,000 associates. In addition, our Canada business operates one MDC in Brampton, Ontario (Toronto) for branch replenishment and final mile distribution. To learn more about Ferguson’s Canadian business, visit www.wolseleyinc.ca.



3.3 MARKETING AND SALES

- A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.*

Ferguson will be proposing on all portions of the response.

Ferguson understands that public agencies need more than procurement support—they require innovative solutions, advanced technology, and specialized expertise to enhance operations and efficiency. We are committed to expanding our offerings as public agencies address evolving market demands.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:*
- o Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
 - o Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

REGIONAL SUPPORT, IMPLEMENTATION, AND SERVICE COMMITMENT

Ferguson is dedicated to providing comprehensive, region-specific support to ensure seamless service across various locations. As opportunities arise, Ferguson may deploy a tailored approach to integrating the Master Agreement for optimal public sector engagement.



STRATEGIC POINTS OF CONTACT

- o Ferguson will designate state-specific representatives for future contracts, ensuring tailored assistance based on regional needs.*
- o Our 12 Municipal Sales Managers oversee operations and provide direct support to clients, ensuring efficient delivery service.*

EXPANSIVE MUNICIPAL SALES NETWORK AND TRAINING IMPLEMENTATION

- A team of approximately 335 dedicated municipal and meter and automation associates work collaboratively to cascade support, ensuring efficient communication, and problem resolution.
 - Please refer to the **Municipal Sales Map provided in this section, Question I below.**
- Ferguson may conduct national sales force training, led by executive leadership, and the OMNIA Partners team such as:
 - Contract terms, expectations, and scope of work
 - Timeline and products
 - Procurement processes
 - Technology and integration system processes
- Regional strategy sessions will be held to address localized implementation challenges and refine outreach approaches.

NATIONWIDE SERVICE

- Ferguson ensures consistent service delivery across geographic locations, supporting expansion, and public sector adoption.
- Dedicated escalation protocol: If service issues require additional attention, they are escalated to the National Account Manager or General Manager for expedited resolution.
- Marketing: Ferguson will develop an SOP after discussions with the public agencies.
- Performance Tracking and Continuous Improvement: A real-time analytics dashboard will monitor reports and customer feedback.
- Quarterly review meetings will assess progress and refine strategies for sustained success.

By integrating regional expertise, strategic leadership, and a structured implementation plan, Ferguson ensures efficient service, rapid adoption, and long-term collaboration with municipalities nationwide.



C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Provide Supplier's logo, content and keywords for OMNIA Partners website contract search and ecommerce platform

ii. Creation and distribution of an announcement or press release to Public Agencies, customers and/or trade publications

iii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iv. Design, publication and distribution of co-branded marketing materials within first 90 days

v. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, ads in trade publications, etc.)

vii. Dedicated OMNIA Partners page on Supplier's website with:

- o *OMNIA Partners standard logo;*
- o *Copy of original Request for Proposal;*
- o *Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
- o *Summary of Products and pricing;*
- o *Marketing Materials*
- o *Electronic link to OMNIA Partners' website;*
- o *A dedicated toll-free number and email address for OMNIA Partners*

Ferguson understands and complies. If product or logistics training is requested, Ferguson is prepared to collaborate with utility providers to deliver tailored support. Our team possesses extensive technical expertise and is equipped to offer guidance on industry best practices, operational efficiencies, safety, and product applications. Our teams are deeply committed to education and training, ensuring that our customers receive the knowledge necessary to optimize their operations. Ferguson can also partner with our manufacturers to provide specialized training sessions, if needed.



Ferguson is prepared to collaborate with public agencies and OMNIA Partners to provide best-in-class service and marketing support, based on discussions and alignment with their specific scope of work, available resources, and scheduling considerations. Our Municipal Sales team can assist in developing tailored strategies, like outreach initiatives and/or engagement opportunities, to enhance visibility and create awareness of the benefits of the OMNIA contract. We may also coordinate with OMNIA Partners and industry stakeholders to ensure effective communication.

B. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Our goal is to leverage the OMNIA contract to create mutual benefits; however, we acknowledge that in certain situations, Ferguson is already engaged with a utility, and implementation may not be feasible. Ferguson is committed to ensuring a smooth and seamless experience for all Public Agency customers. We work closely with each agency to understand their unique needs and align them with the most appropriate procurement solution. Our approach is guided by transparency, compliance, and a strong focus on customer satisfaction.



C. *Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for use in marketing*

Comply. Ferguson is committed to ensuring a smooth and seamless experience for all Public Agency customers. We work closely with each agency to understand their unique needs and align them with the most appropriate procurement solution. Our approach is guided by transparency, compliance, and a strong focus on customer satisfaction.

- We value our strategic partnership with OMNIA Partners and are dedicated to helping Public Agencies leverage the benefits of cooperative purchasing. Ferguson has extensive experience with a wide range of cooperative contracts and maintains strong relationships across multiple procurement channels. Our focus remains on delivering the best value, service, and support—regardless of the contracting vehicle used.
- While our goal is to fully leverage the OMNIA Partners contract to create mutual benefits, we recognize that in some cases, Ferguson may already be engaged with a utility under an existing agreement, and transitioning may not be practical or feasible.

D. *communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.*

Ferguson understands and complies.

E. *Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:*

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

Ferguson is always looking for ways to add value to our public utility customers. We will proactively identify utilities that may benefit from this cooperative contract to help them achieve greater procurement efficiency. Leveraging our robust sales and branch network, Ferguson will respond promptly and effectively to any leads generated by the OMNIA Partners team.

F. *Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:*

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

Comply. Ferguson is prepared to train our national sales team on the Master Agreement, ensuring a comprehensive understanding of its key components and strategic advantages. Ferguson will provide insights into the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, helping our sales teams identify and engage potential customers.

Our Municipal and Meter and Automation Sales teams will receive education on contract terms, pricing structures, and the benefits available to Public Agencies, ensuring a strong understanding of the OMNIA Master Agreement. This can include training on the advantages of cooperative purchasing, such as cost savings, streamlined procurement processes, and compliance benefits.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

Tim Trout
Director of Municipal Sales
P: (215) 353-3111
E: Tim.Trout@Ferguson.com

ii. Marketing

Sara Detert
Strategic Program Manager – One Municipal
Municipal Supplies & Solutions / Meter & Automation / Technology Solutions
P: (941) 499 4513
E: Sara.Detert@Ferguson.com

iii. Sales

Pat Burke
Municipal Sales Manager- Northeast, DC, MD, VA, NC, & DE
P : (703) 576-4395
E : Pat.Burke@Ferguson.com

iv. Sales Support

Lynnsey Bondi
Area Operations Manager – One Municipal
Municipal Supplies & Solutions / Meter & Automation
P: (970) 596-7128
E: Lynnsey.Bondi@Ferguson.com

v. Financial Reporting

Abigail Gilbert
Sales Operations Analyst III – National Accounts
Ferguson Facilities Supply
P: (757) 969-4383
E: Abigail.Gilbert@Ferguson.com

vi. Accounts Payable

To be assigned by member upon award.

vii. Contracts

Tim Trout
Director of Municipal Sales
P: (215) 353-3111
E: Tim.Trout@Ferguson.com

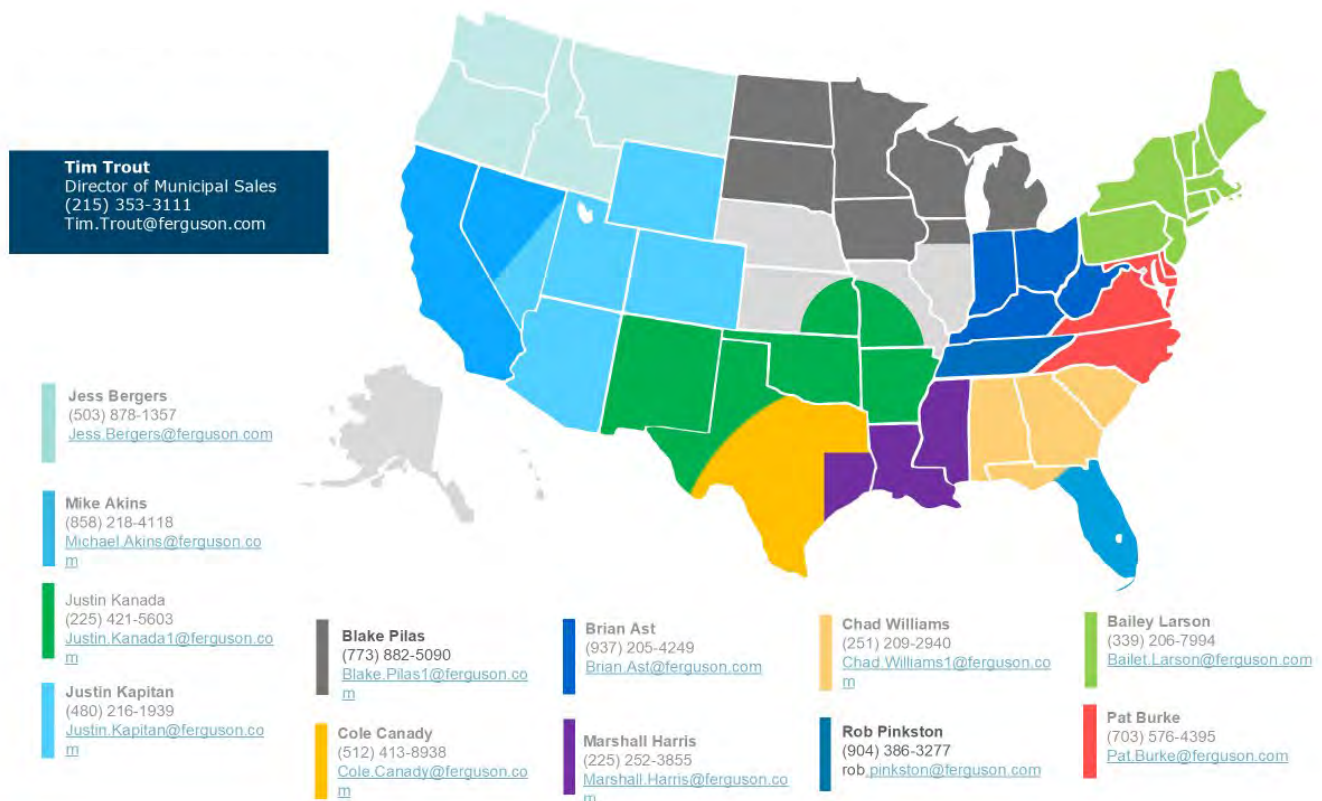
I. *Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.*

- o **Executive Leadership:** The highest-level executive leadership overseeing Ferguson's national sales team is the Director of Municipal Sales, who provides strategic direction and ensures alignment with corporate objectives.
- o **Regional Sales Management:** Ferguson employs 12 Municipal Sales Managers, each responsible for overseeing operations within designated territories, ensuring localized support and market responsiveness.
- o **Dedicated Municipal Sales Associates:** A team of approximately 335 dedicated Municipal professionals works directly with agencies and municipalities, providing tailored solutions and ensuring seamless contract implementation.
- o **Dedicated Meter and Automation Associates:** A team of approximately 115 dedicated Meter and Automation professionals that work closely with the Municipal team and directly with agencies and municipalities.

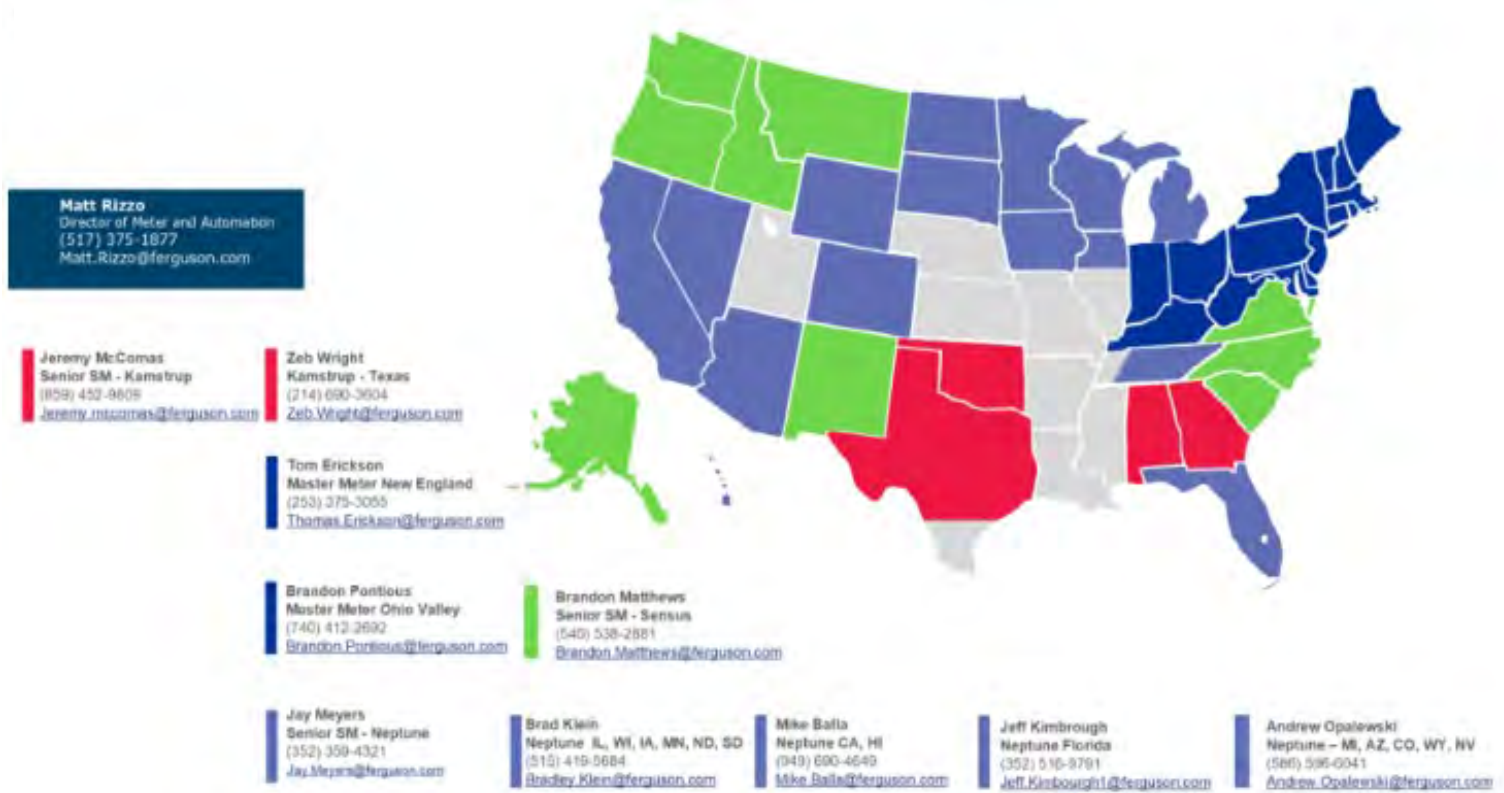


I. *Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.*

MUNICIPAL SALES MANAGERS



METER AND AUTOMATION SALES MANAGERS

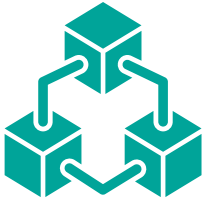


Ferguson remains committed to best-in-class service, ensuring our sales force is well-prepared to drive adoption, optimize the value of the Master Agreement, and expand opportunities for participation. Additionally, Ferguson is committed to expanding the range of value-added solutions available to public agencies. We recognize that agencies require more than just procurement support—they need innovative products, technology-driven solutions, and specialized expertise to improve operations and drive efficiency.

Ferguson will introduce new product offerings, enhanced service capabilities, and emerging technologies that align with evolving market demands. Ferguson is prepared to support agencies in addressing non-revenue water challenges, helping public agencies reduce water loss and improve efficiency. By leveraging advanced metering technology, pressure monitoring systems, and predictive analytics, Ferguson can assist agencies in identifying leaks, optimizing water distribution, and implementing proactive maintenance strategies.

Ferguson's sales teams will collaborate closely with the OMNIA Partners team to implement, expand, and support the national program, ensuring seamless integration and long-term success.

IMPLEMENTATION AND ALIGNMENT



- Ferguson will work with OMNIA Partners to develop a strategic rollout plan, ensuring sales representatives are trained on the Master Agreement's key features, benefits, and eligibility criteria.
- Ferguson's National Accounts Management (NAM) team will oversee the administration of this cooperative contract. NAM will work closely with our local sales teams and branch network to ensure accurate pricing, seamless execution of transactions, and proper tracking for reporting purposes.
- Ferguson's regional sales managers can coordinate with OMNIA Partners to identify priority markets and tailor outreach strategies to maximize engagement with Public Agencies.



GROWTH AND MARKET EXPANSION

- Ferguson will share benefits of this program through utility interactions and training opportunities or meetings to expand our reach.
- Ferguson's sales team will highlight this program in national, regional, and local tradeshows, and conferences,



DEDICATED SERVICE AND SUPPORT

- Ferguson will maintain dedicated sales managers to provide ongoing assistance to Public Agencies utilizing the Master Agreement.
- A structured escalation process will be in place, ensuring that complex issues are promptly addressed by Ferguson's leadership and OMNIA Partners.
- Ferguson will collaborate with OMNIA Partners to develop references, case studies, and success stories to highlight the program's impact and encourage broader participation.

J. *Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.*

Our dedicated municipal sales team will work closely with OMNIA Partners to align strategies, ensuring that agencies receive the necessary support to maximize the benefits of the agreement. Ferguson can maintain engagement with public agencies through targeted outreach initiatives as resources and scope requires. Ferguson's National Accounts Management (NAM) team will oversee the administration of this cooperative contract. NAM will work closely with our local sales teams and branch network to ensure accurate pricing, seamless execution of transactions, and proper tracking for reporting purposes.

Our legal team will manage compliance, pricing updates, and agreement modifications, ensuring all contractual obligations are met efficiently. By fostering strong collaboration with OMNIA Partners and public agencies, Ferguson will ensure the program remains effective, scalable, and responsive to market demands throughout its duration.

- K. *State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.*

Ferguson prefers not to disclose confidential information regarding existing public utility customers. However, in the spirit of partnership, we are open to collaborating on identifying government agency targets within each market and developing a joint marketing strategy to support outreach and engagement efforts.

- L. *Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.*

Ferguson can leverage our nationwide vendor partnerships and manufacturer relationships to ensure customers have access to high-quality, cost-effective solutions tailored to their specific needs. Ferguson can also propose System-to-System. System Integrations automates the procurement process and provides customers with flexible and digital ordering options.

System-to-System (S2S) Integrations: Electronically links with purchasing, receiving, and invoice processing systems to Ferguson.

- o The public agency and utility can electronically link its purchasing, receiving, and invoice processing systems directly to Ferguson.
- o The public agency and utility can exchange purchase orders, invoices, acknowledgments, and other documents electronically.
- o Can be used with Ferguson Online (www.Ferguson.com) to see order status, look for products, check statements, review purchase history, and more.
- o Electronic catalog usage can be coupled with system integration to automate purchases fully.

Benefits of S2S

- o S2S Integration can reduce or remove the data entry for the associate. It keeps our system coordinated with the public agency's system electronically, thereby removing the potential for human error or miscommunication. S2S streamlines eProcurement and accounting by reducing steps and enhancing accuracy and efficiency.
- o Our customer inventory management (CIM) services are built around the customer's business processes.
- o Ferguson provides bin labels, customized and barcoded reference catalogs, and barcode reading scanners to make stock replenishment and inventory counts easier and efficient. Our program is scalable and built to fit whatever our customers need.

Our associates take a consultative approach, offering technical expertise, customized fulfillment options, and post-sale support. By maintaining open communication and adjusting strategies as needed, Ferguson ensures a smooth transition, reducing disruptions, and optimizing long-term success. With our experience and national resources, the Ferguson team is confident we can provide the appropriate structure, guidance, system integration, project resources, and product support required for success.



Ferguson.com and PunchOut: From online ordering to organizing and managing inventory, [Ferguson.com](https://www.ferguson.com) is packed with tools that help save time and money. You can do business with us wherever and whenever you want. [Ferguson.com](https://www.ferguson.com)'s intuitive interface and customizable features empower utilities to optimize their operations, allowing them to focus on core business goals. With 24/7 access to

their accounts, users can efficiently manage payments, order materials, request quotes, retrieve proof of delivery (POD), and create inventory lists for projects or frequently used items. Ferguson PunchOut is similar to Ferguson.com and is easy to navigate and user friendly. It offers a more customized experience as users will have access to the specific products purchased/needed by the utility, rather than having full access to all of Ferguson's products through Ferguson.com.

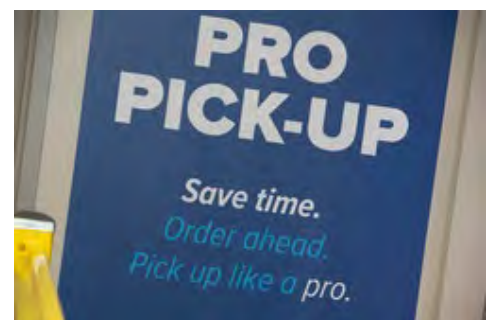
[Ferguson.com](https://www.ferguson.com) enhances administrative control by enabling utilities to set up new users, manage website permissions, and regulate spending with approval limits on orders—ensuring budget oversight as their teams grow.

Ferguson App: The Ferguson App offers on-the-go tools, including barcode scanning, real-time inventory checks, and the ability to reorder items quickly. It's designed for both professionals and homeowners seeking convenience and efficiency.

Counter: Ferguson provides a "Buy Online, Pick Up In-Store" option, allowing you to order products online and pick them up at your local Ferguson branch. This service is available to both trade professionals and homeowners. You'll receive notifications when your order is ready for pickup. Ferguson's counter service provides immediate product availability and expert help at their locations. PRO Pickup allows easy online ordering with quick, hassle-free pickup at selected Ferguson locations, saving time and keeping projects on schedule.

Orders and Inventory: Ferguson Waterwork's sales associates manage product supply through purchase orders and inventory control using the internal system, Trilogie. They create and oversee orders to ensure accurate stock levels and timely fulfillment. By monitoring inventory and coordinating with warehouses, they help prevent shortages and maintain smooth operations. Additionally, sales associates assess customer needs, verify stock availability, and place orders for timely delivery, supporting efficiency and customer satisfaction across industries.

- ✓ Ferguson.com and PunchOut
- ✓ Ferguson App
- ✓ Buy Online, Pick up In-store (Counter Sales)
- ✓ Order through your inside and outside sales associate



M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

*\$_____ .00 in year one
 \$_____ .00 in year two
 \$_____ .00 in year three*

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Ferguson is committed to actively promoting this cooperative agreement to our mutual benefit, with the goal of delivering increased value and operational efficiencies to our government agency partners. While we fully expect the contract value to grow year over year as awareness of this resource expands, we are unable to provide any minimum guarantees.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- I. i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- II. ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- III. iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- IV. iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Understood.

O. Detail Supplier’s strategies under these options when responding to a solicitation.

Our associates take a consultative approach, guiding customers to the right products for their specific applications. With access to a broad selection of solutions—from leading brands to branded exclusives and our Own Brands—we provide unmatched breadth and depth in product offerings. By first partnering with customers to construct the best project plan, our team strategically aligns product recommendations to optimize results and secure the success of the entire job.



Our operations and associate expertise are strategically aligned with our core customer groups, predominantly serving trade professionals. By differentiating between customer types, we can provide tailored services that address specific needs, ensuring a personalized and effective experience. Our competitive landscape includes large national companies, home improvement chains with trade sales divisions, and small, privately owned distributors.

What sets us apart is our unwavering focus on customer needs and the comprehensive value-added solutions we offer. From sourcing and sales channels to customized solutions, fulfillment options, and after-sales support, every aspect of our service is designed to enhance efficiency and build lasting relationships. As a trusted advisor, we leverage technology to drive productivity and elevate the customer experience, ensuring seamless project execution.



DUN AND BRADSTREET REPORT

Business Information Report Snapshot

FERGUSON ENTERPRISES, LLC

D-U-N-S: 00-895-5171

ADDRESS: 12500 Jefferson Ave, Newport News, VA, 23602, United States

Date: 06/09/2022

RISK ASSESSMENT

SCORES AND RATINGS

Max. Credit
Recommendation

US\$ 12,000,000

PAYDEX® SCORE

78

LOW RISK

Delinquency Predictor
Percentile

85

LOW-MODERATE RISK

Financial Stress
Percentile

65

MODERATE RISK

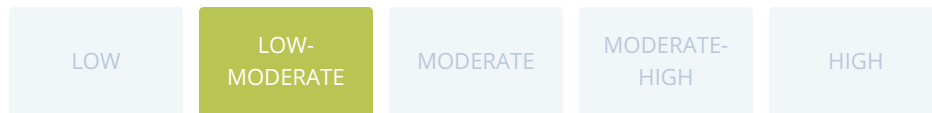
Supplier Evaluation
Risk Rating

2

LOW RISK

MAXIMUM CREDIT RECOMMENDATION

Overall Business Risk



Maximum Credit Recommendation

US\$ 12,000,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: STABLE CONDITION
- Based on the predicted risk of business discontinuation: LIKELIHOOD OF CONTINUED OPERATIONS
- Based on the predicted risk of severely delinquent payments: LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS

PAYDEX® SUMMARY

3 Months

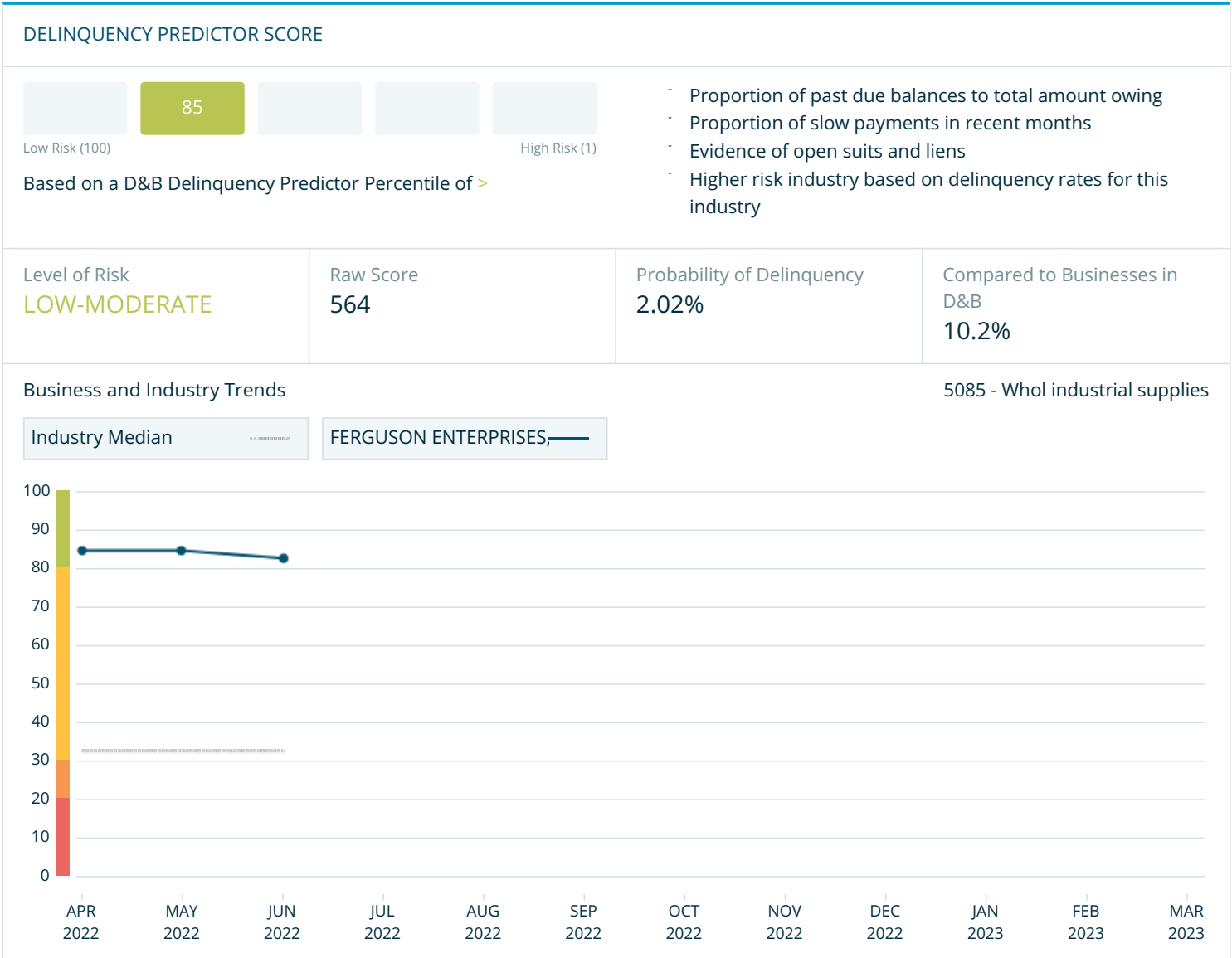
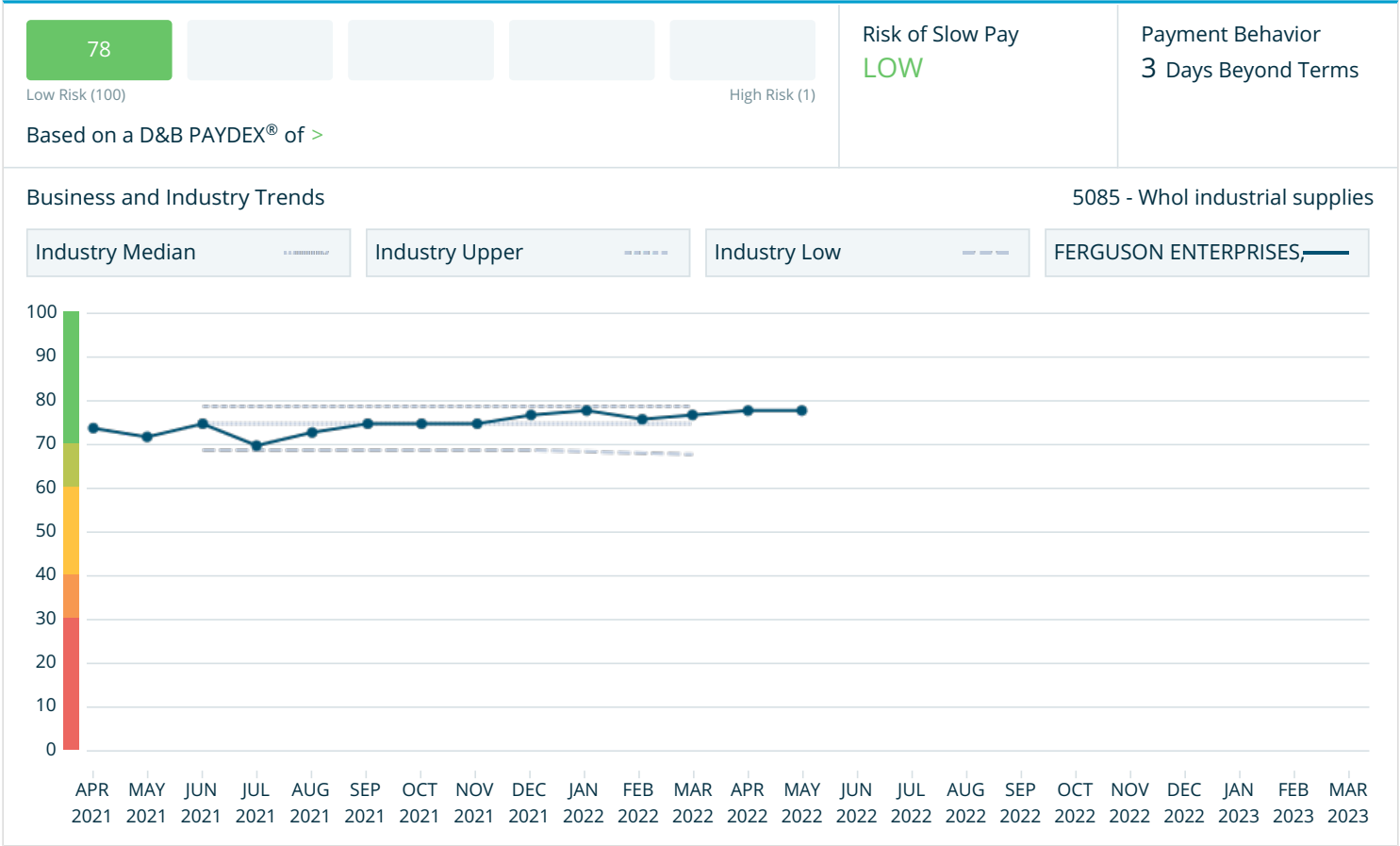


When weighted by dollar amount, payments to suppliers average 3 days beyond terms. Value is based on payments collected over the last **3 months**.

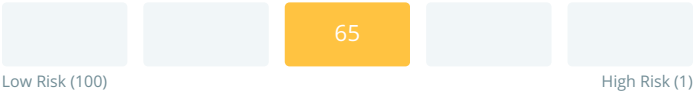
24 Months



When weighted by dollar amount, payments to suppliers average 3 days beyond terms. Value is based on payments collected over the last **24 months**.



FINANCIAL STRESS SCORE



Based on a D&B Financial Stress Percentile of !

- Low proportion of satisfactory payment experiences to total payment experiences
- High proportion of slow payment experiences to total number of payment experiences
- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Evidence of open liens

Level of Risk
MODERATE

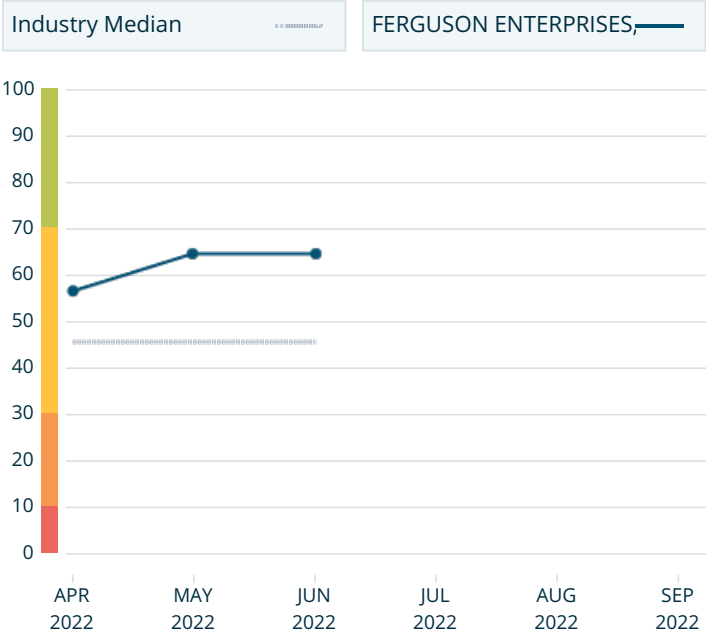
Raw Score
1503

Probability of Failure
0.15%

Compared to Businesses in D&B
0.48%

Business and Industry Trends

5085 - Whol industrial supplies



SUPPLIER EVALUATION RISK RATING



Based on a Supplier Evaluation Risk Rating of -

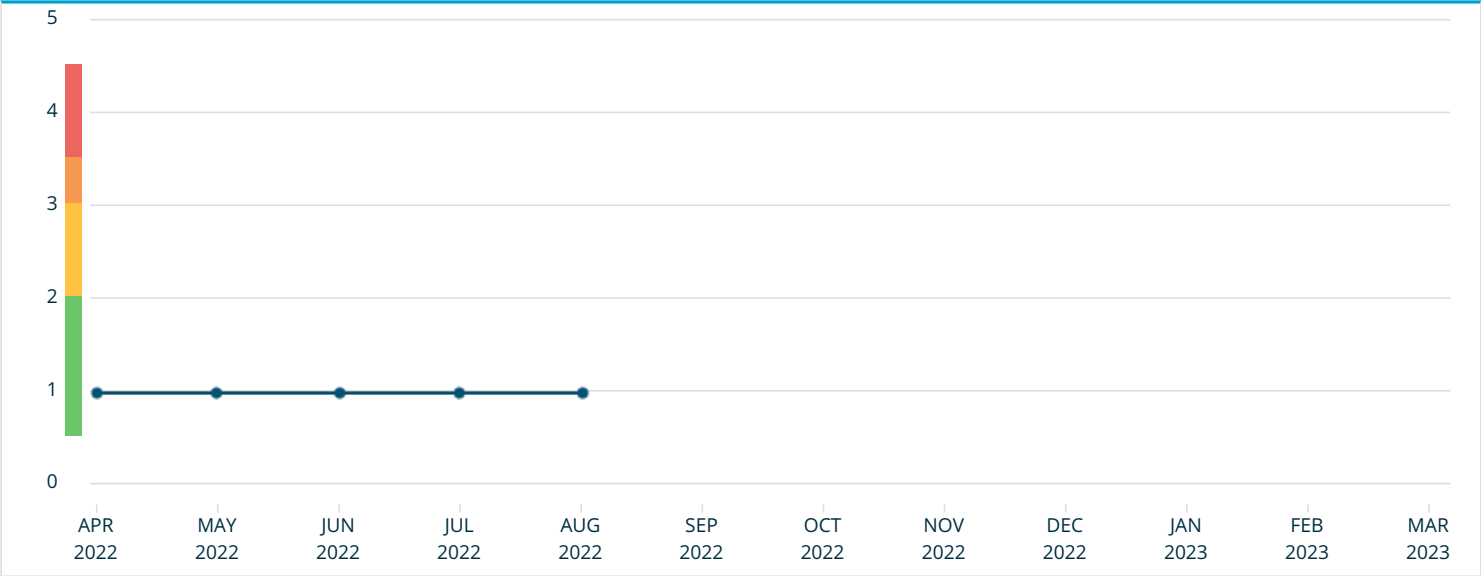
Factors Affecting Your Score

- Proportion of slow payment experiences to total number of payment experiences reported
- Business belongs to an industry with above average risk of ceasing operations or becoming inactive
- Total Liabilities to Net Worth influencing the score

Business and Industry Trends

5085 - Whol industrial supplies





D&B RATING

Current Rating as of 03-11-2022

Financial Strength

5A: US\$50,000,000 and over in Net Worth or Equity

Risk Indicator

3: Moderate Risk

Previous Rating

Financial Strength

5A: US\$50,000,000 and over in Net Worth or Equity

Risk Indicator

2: Low Risk

TRADE PAYMENTS

TRADE PAYMENTS SUMMARY			Based on 24 months of data
Overall Payment Behavior 3 Days Beyond Terms Highest Now Owing: US\$ 50,000,000	% of Trade Within Terms 70% Total Trade Experiences: 874 Largest High Credit: US\$ 50,000,000 Average High Credit: US\$ 380,081	Highest Past Due US\$ 7,000,000 Total Unfavorable Comments : 0 Largest High Credit: US\$ 0 Total Placed in Collections: 2 Largest High Credit: US\$ 0	

TRADE PAYMENTS BY CREDIT EXTENDED			
\$ CREDIT EXTENDED	% OF PAYMENTS WITHIN TERMS	# PAYMENT EXPERIENCES	TOTAL & DOLLAR AMOUNT
OVER 100,000	94%	118	\$312,350,000
50,000 - 100,000	66%	56	\$3,940,000
15,000 - 49,999	68%	165	\$3,915,000
5,000 - 14,999	69%	176	\$1,270,000
1,000 - 4,999	65%	217	\$400,000
UNDER 1,000	64%	115	\$54,300

TRADE PAYMENTS BY INDUSTRY			
Collapse All Expand All			
Industry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
▼50 - Wholesale Trade - Durable Goods	296	10,000,000	
5084 - Whol Industrial Equip	55	200,000	74
5063 - Whol Electrical Equip	53	500,000	83
5085 - Whol Industrial Suppl	52	250,000	83
5051 - Whol Metal	46	200,000	80
5075 - Whol Heating/ac Equip	14	300,000	51

EXHIBIT F FORMS

APPENDIX B



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template, Example

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit F

Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Version April 2, 2025

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It ☐ will, ☒ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☒ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES  Initials of Authorized Representative of offeror

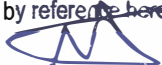
(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES  Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

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Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES  Initials of Authorized Representative of offeror

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(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES  Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. 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 covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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 \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES  Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: 

OR

Ferguson will comply with BABA when required per project specifications

Certificate of Non-Compliance with 49 USC §5323(j)

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The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: ☒ Ferguson will comply with BABA when required per project specifications

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES  Initials of Authorized Representative of offeror

Offeror's Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

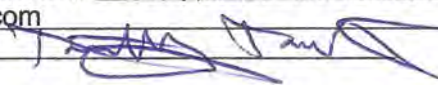
Address, City, State, and Zip Code: 751 Lakefront Commons, Newport News, VA 23606

Phone Number: (215) 353-3111

Fax Number: (757) 989-2501

Printed Name and Title of Authorized Representative: Timothy Trout, Director of Municipal Sales

Email Address: tim.trout@ferguson.com

Signature of Authorized Representative: 

Date: 8/17/2025

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES  Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

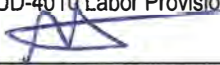
Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES  Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever

is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES  Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

Address, City, State, and Zip Code:

751 Lakefront Commons, Newport News, VA 23606

Phone Number: (215) 353-3111

Fax Number: (757) 989-2501

Printed Name and Title of Authorized Representative:

Timothy Trout, Director of Municipal Sales

Email Address:

tim.trout@ferguson.com

Signature of Authorized Representative: 

Date: 6/17/2025

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Socioeconomic Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Bid Guarantee

For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-

1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor

debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard.** All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability.** The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program, intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program.
- c. Requirements.** If applicable, the non-federal entity must do the following:
 - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
 - iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering

Federally Financed and Assisted Construction”).

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141- 3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements*. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages*. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a.** Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b.** Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c.** Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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 covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. 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 covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier

to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING 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 an 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 \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ^{Ferguson Enterprises, LLC} dba Ferguson Waterworks, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Timothy Trout, Director of Municipal Sales

Name and Title of Contractor's Authorized Official

6/17/2025

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

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. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: 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 mean 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."

13. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts".

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

Address, City, State, and Zip Code: 751 Lakefront Commons
Newport News, VA 23606

Phone Number: (215) 353-3111 Fax Number: (757) 989-2501

Printed Name and Title of Authorized Representative:
Timothy Trout, Director of Municipal Sales

Email Address: tim.trout@ferguson.com

Signature of Authorized Representative: _____

Date: 6/17/2025

EXHIBIT G FORMS

Exhibit G
New Jersey Business Compliance

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Ferguson Enterprises, LLC dba Ferguson Waterworks

Organization Address: 751 Lakefront Commons, Newport News, VA 23606

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Timothy Trout	Title:	Director of Municipal Sales
Signature:		Date:	6/17/2025

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Northampton County in PA

ss:

I, Timothy Trout residing in aston
(name of affiant) (name of municipality)
in the County of Northampton County in PA and State of Pennsylvania of full age,
being duly sworn according to law on my oath depose and say that:

I am Director of Municipal Sales of the firm of Ferguson Enterprises, LLC
(title or position) (name of firm)
dba Ferguson Waterworks

the bidder making this Proposal for the bid
entitled RFP 25-S942 WATERWORKS MATERIALS, SERVICES, OPERATIONS AND RELATED SOLUTIONS, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the OMNIA Partners, Region 14 relies upon
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by OMNIA Partners, Region 14.

Subscribed and sworn to

before me this day

[Signature]
Signature

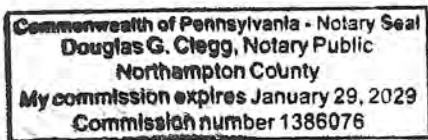
Timothy Trout, Director of Municipal Sales

(Type or print name of affiant under signature)

June 17, 2025
Dennis L. Wain
Notary public of

My Commission expires 01/29/2029

(Seal)



**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: Ferguson Enterprises, LLC dba Ferguson Waterworks

Street: 751 Lakefront Commons

City, State, Zip Code: Newport News, VA 23606

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

- ✓ 2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over \$50,000 Total Project Cost:

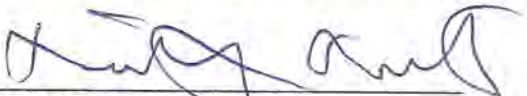
- ✓ A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

- B. Approved Federal or New Jersey Plan – certificate enclosed

Please see certificate enclosed.

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/17/2025
Date


Authorized Signature and Title

Certification **33467**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor, listed below, has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JAN-2021** to **15-JAN-2026**

**FERGUSON ENTERPRISES
12500 JEFFERSON AVE.
NEWPORT NEWS**

VA 23602



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Timothy Trout

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.**

Part I – Vendor Information

Vendor Name:	Ferguson Enterprises, LLC dba Ferguson Waterworks		
Address:	751 Lakefront Commons		
City:	Newport News	State: VA	Zip: 23606

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Timothy Trout
Printed Name

Director of Municipal Sales
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 17 day of June 2025

Douglas G. Clegg
(Notary Public)

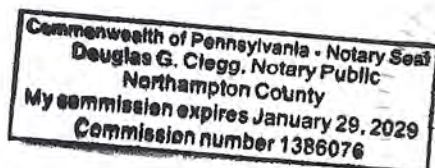
My Commission expires: 01/29/2029

(Affiant)

Timothy Trout

(Print name & title of affiant)

(Corporate Seal)





DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 25-S942 WATERWORKS MATERIALS, SERVICES,
OPERATIONS AND RELATED SOLUTIONS
VENDOR NAME: Ferguson Enterprises, LLC dba Ferguson Waterworks

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/17/2025

Date

Timothy Trout, Director of Municipal Sales
Print Name and Title

DPP Rev. 12.13.2021



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor"ⁱ) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)



☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR



☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets if Necessary.)

Signature of Vendor's Authorized Representative

Timothy Trout, Director of Municipal Sales

Print Name and Title of Vendor's Authorized Representative

Ferguson Enterprises, LLC dba Ferguson Waterworks

Vendor's Name

751 Lakefront Commons

Vendor's Address (Street Address)

Newport News, VA 23606

Vendor's Address (City/State/Zip Code)

Date

54-1211771

Vendor's FEIN

(215) 353-3111

Vendor's Phone Number

(757) 989-2501

Vendor's Fax Number

tim.trout@ferguson.com

Vendor's Email Address

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

✓ **One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

Please see the following page.

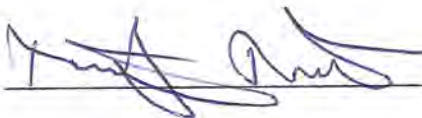
See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Timothy Trout

Title: Director of Municipal Sales

Signature: 

Date: 6/17/2025

01/11/16

Taxpayer Identification# 541-211-771/031

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME: FERGUSON ENTERPRISES, INC.	TRADE NAME:	
ADDRESS: 190 N OBERLIN AVE LAKEWOOD NJ 08701	SEQUENCE NUMBER: 2007174	
EFFECTIVE DATE: 01/11/16	ISSUANCE DATE: 01/11/16	
FORM-BRC (04-08) 020532RV		Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



Equal Employment Opportunity Policy Statement

Ferguson provides equal employment opportunity to its applicants and associates as well as growth opportunities to its associates, following all federal and state laws, executive orders and implementing regulations.

Ferguson recruits, hires, transfers, promotes, compensates, trains, terminates, and makes all employment decisions about applicants and associates without regard to their race, color, religion, national origin, ethnicity, age, sex, marital status, lawful alien status, physical or mental disability, veteran or marital status, sexual orientation, gender identity or expression, genetic information, pregnancy or any other basis protected by law. Ferguson bases all employment actions on its legitimate operating needs and each individual applicant's or associate's qualifications, skills, experience and performance.

Ferguson is an affirmative action contractor and subcontractor. Ferguson complies with Executive Order 11246, as amended, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Assistance Act of 1974 (VEVRA), as well as state and local affirmative action requirements and implementing regulations. To promote affirmative action, Ferguson has implemented a formal Affirmative Action program. Ferguson's program covers minorities, women, individuals with disabilities and protected veterans. All associates are expected to demonstrate commitment to these efforts to ensure equal opportunity is available to all and to encourage diversity within Ferguson. Sammie Long, Chief HR Officer, and her staff are responsible for designing, coordinating the implementation of, and monitoring progress under this program.

Ferguson associates as well as its applicants and others with whom we do business will not be subjected to sexual, racial, religious, ethnic or any other form of discrimination or harassment. We will not tolerate any statements or actions that create such environment or any retaliation for making a complaint or assisting in any investigation of unlawful discrimination or harassment. If anyone thinks that our policies have been violated, he or she should immediately bring the matter to the attention of the Group Head of Ethics or the Ethics Helpline at 800.461.9330.

Ferguson complies with the Americans with Disabilities Act of 1990 as well as state and local laws. Ferguson promotes the hiring, promotion and retention of persons with disabilities. Ferguson will reasonably accommodate such applicants and associates as required by law. Associates with disabilities should contact their Human Resources Business Partner, regarding their disability status AND any request for reasonable accommodation.

Ferguson complies with the Genetic Information Nondiscrimination Act of 2008 (GINA). Ferguson does not request, require, or purchase genetic information regarding applicants, associates, or their family members. Ferguson may, however, maintain genetic information provided to Ferguson or its vendors by an associate, either directly or by his/her licensed health care professional, in confidential files. Ferguson maintains such associate-provided information separate from the personnel file, and agrees to its use by designated individuals only for participation in Ferguson's wellness programs, and/or to certify requirements for any requested Family and Medical Leave Act leave, requests for accommodation and/or rehabilitation for substance abuse.

A handwritten signature in black ink, appearing to read 'Kevin Murphy'.

Kevin Murphy

Chief Executive Officer



DOC #10
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE
AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON,
NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 25-S942 WATERWORKS MATERIALS, SERVICES,
OPERATIONS AND RELATED SOLUTIONS

VENDOR NAME: Ferguson Enterprises, LLC dba Ferguson Waterworks

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



CHECK THE APPROPRIATE BOX

The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

6/17/2025
Date

Timothy Trout, Director of Municipal Sales
Print Name and Title

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Timothy Trout

Title: Director - Customer Groups

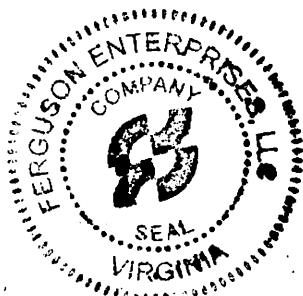


Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.

This certificate of authorization shall be effective from the date hereof until **August 28, 2025** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective August 29, 2024.



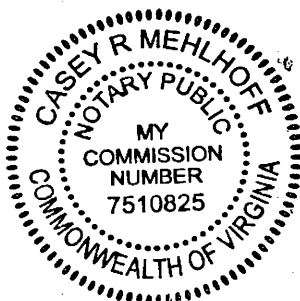
(Company Seal)

Ferguson Enterprises, LLC

Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on August 29, 2024, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

Notary – Casey Mehlhoff
My commission expires: July 31, 2026

SECTION 4

REFERENCES AND EXPERIENCE

SECTION 4 – REFERENCES AND EXPERIENCE

C. REFERENCES AND EXPERIENCE (PER RUBRIC)

1. Provide a brief history of the supplier, including year it was established and corporate office location.

Ferguson Enterprises, LLC (NYSE: FERG; LSE: FERG) is the largest value-added distributor serving specialized professionals in the \$340 billion residential and non-residential North American construction market. Since 1953, Ferguson has been a trusted source of quality supplies, helping to build better infrastructure, homes, and businesses. We simplify complex projects, ensuring they are successful and sustainable by providing industry expertise and an extensive range of products and services—including plumbing, HVAC, appliances, lighting, PVF, water and wastewater solutions, fire, fabrication, and more.

Headquartered in Newport News, VA, Ferguson generates \$29.6 billion in annual sales (FY'24) and employs approximately 35,000 associates across 1,800 locations. Our more than 1,800 final-mile locations place us within 60 miles of 95% of the North American population, allowing us to provide exceptional service both in our branches and online.

Ferguson is proud to deliver best-in-class products, service, and capabilities across a range of industries, including Waterworks, Commercial/Mechanical, Facilities Supply, Fire and Fabrication, HVAC, Industrial, Residential Trade, Residential Building and Remodel, and Residential Digital Commerce. Ferguson puts your needs first. Every day, public and private water authorities and businesses, utility contractors, public works/line contractors, and heavy highway contractors on residential, commercial, and municipal projects count on Ferguson because of our best-in-class service. *Our Ferguson Waterworks Groups consists of: Meter and Automation, Underground Utility and Municipal Services, Plant, Geosynthetics and Stormwater Solutions, Strategic Infrastructure, Technology Solutions, and Pollardwater.*

The professionals we serve help transform communities and industries, and we remain their trusted partner, offering the scale, expertise, and solutions to provide peace of mind. For additional information regarding Ferguson's services, please refer to www.Ferguson.com and www.corporate.ferguson.com.



Ferguson's corporate address: 751 Lakefront Commons, Newport News, VA 23606-3322.

VALUES - Safety - People - Service - Integrity - Results - Innovation	MISSION Ferguson associates provide expert advice and a range of products and services in order to improve our customers construction, renovation, and maintenance projects.	VISION To be a trusted partner and deliver the best service to customers in our industry.
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2. Describe supplier's reputation in the marketplace.

Ferguson is widely recognized as a leading value-added distributor in North America, known for its expertise, reliability, and commitment to customer success. With a strong presence in the construction, infrastructure, and industrial sectors, Ferguson has built a reputation for delivering high-quality products, innovative solutions, and exceptional service.

Our company's strategic partnerships with top manufacturers, extensive distribution network, and dedicated industry specialists reinforce its standing as a trusted supplier. Ferguson's ability to adapt to market trends, provide tailored solutions, and support complex projects has earned it a reputation for excellence and dependability.

Additionally, Ferguson's financial strength, operational efficiency, and customer-centric approach position it as a preferred partner for public agencies, utilities, and businesses seeking best-in-class procurement and supply chain solutions. The company's commitment to sustainability and innovation further enhances its reputation, as Ferguson continuously invests in advanced technologies, eco-friendly solutions, and industry-leading practices to support evolving customer needs.

Ferguson's long-standing presence in the market, combined with its 72 years of experience, has solidified its role as a trusted advisor and strategic partner. Customers rely on Ferguson not only for high-quality products but also for expert guidance, technical support, and customized solutions that drive efficiency and long-term success. For more information, please visit corporate.ferguson.com.



Ferguson Values

Safety | People | Service | Integrity | Results | Innovation

As a trusted partner that delivers the best-in-class service to our customers, Ferguson's involvement coupled with our experience in managing large-scale projects serves as a huge advantage for our partners. Through our corporate values, we emphasize the safety-first initiative throughout all our deployments. Our associates pride themselves on upholding integrity and support to each vendor, customer, or partner that we work with. We build relationships and solve complex problems with many resources and locations to quickly tend to our customers at any time. In addition, Ferguson empowers unique and passionate people that work in unison to make a difference in the water industry. *Through Ferguson's impact, involvement, and relationships with our partners and vendors, we help drive positive results.*

3. Describe supplier's reputation of products and services in the marketplace.

We are Ferguson, and Together We Build Better

Ferguson is committed to delivering best-in-class service, ensuring agencies receive high-quality solutions, expert guidance, and seamless support for operational efficiency and long-term success. We have built a strong reputation as a trusted distributor by forging strategic partnerships with leading manufacturers and staying at the forefront of product innovation. Our commitment to excellence ensures that customers receive high-quality products and services tailored to their needs. We facilitate the entire procurement process, including product submittals, certifications, licensing requirements, order management for on-time delivery, and seamless customer communication throughout the project lifecycle. Ferguson associates possess extensive knowledge regarding the project submittal processes, ensuring that shipped materials comply with specifications and obtain approval before dispatch. Ferguson collaborates with manufacturers who meet or exceed industry testing standards to guarantee quality performance.



With extensive vendor partnerships and relationships nationwide with our manufacturers, we provide access to a broad selection of high-quality products and the latest industry advancements. Ferguson carries a variety of brands and has a comprehensive product range due to our partnerships with our manufacturers. Ferguson also has 11 National Distribution Centers (DC) and 3 Regional Market Distribution Centers that carry millions of dollars of waterworks tools and safety inventory, ensuring that we have the products in stock for our customers. Ferguson utilizes the extensive capacity of our Distribution Centers to establish strong vendor relationships, ensuring rapid procurement of any items not currently in stock.

By regularly engaging with personnel, manufacturers, and key stakeholders, we maintain transparency and alignment throughout the order management process, keeping teams informed of industry advancements. Our emphasis on developing knowledgeable and quality-focused associates enhances our ability to provide detailed product insights, problem-solving solutions, and cost-saving opportunities. Ferguson continuously monitors product usage and gathers field feedback to ensure that our offerings meet expectations and that any concerns are addressed promptly. This proactive approach allows us to support public agencies, utilities, and manufacturers effectively, driving operational efficiency and long-term success. Ferguson's support also extends through the following:

 Sourcing – Extensive product breadth and depth – Own brand – Exclusive distribution – Global sourcing capabilities – Sourcing of non-stock items – Sustainable products	 Sales channels – Inside sales/ outside sales – Sales centers – Digital commerce – System-to-system – Counter sales – Showroom	 Customized solutions – Take-off – Value engineering – Consultative approach to sustainability – Virtual design services – Code and standard expertise – Bid and tender – Fabrication – Valve actuation – Pre-assembly – Kitting – Installation services – Project management	 Fulfillment options – Same-day delivery – Locker pick-up – Pro pick-up – Multiple delivery locations – Project staging: just in time – Direct shipment	 After sales support – Warranty support – Credit – Project-based billing – Returns – Maintenance, repair and operations (MRO)
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4. Describe the experience and qualification of key employees.

Ferguson maintains a clear focus on providing the highest level of customer service throughout all levels of our organization. Our Ferguson associates are dedicated to understanding the latest products and services available, so they can recommend the system or tool best suited for your needs. The Key Ferguson Leadership identified below has proven industry experience backed by the plethora of Ferguson resources to partner with public agencies.

Tim Trout, Director of Municipal Sales

Ferguson Waterworks

P: (484) 488-0033 | E: Tim.Trout@Ferguson.com



Tim Trout graduated from Bloomsburg University in 1990 with a BS in Accounting. He spent 17 years with the Mueller Company as their Pennsylvania territory manager. He joined Ferguson Water Works in 2016 as a sales manager. He is currently responsible for building our municipal sales business throughout the Northeast while driving our key strategic initiatives in those markets. Over the past 22 years, Tim has been deeply involved with several trade organizations, playing a key role in shaping industry standards and fostering professional growth. His leadership and active participation have contributed to meaningful advancements within these organizations. Through committee work, mentorship programs, and networking events, Tim has helped bridge connections between industry professionals, advocated for best practices, and worked to support the development of emerging talent.

Pat Burke, Municipal Sales Manager

Ferguson Waterworks

P: (703) 576-4395 | E: Pat.Burke@Ferguson.com



Pat Burke started his career in 2006, he quickly became an Operations Manager and ran logistics for 8 locations. His unique experience helped promote him to municipal outside sales in 2014 covering northern Virginia, DC, and Maryland west of the Bay Bridge. In 2020- Pat took on the role of Municipal Sales Manager for Virginia, Maryland, DC, and North Carolina. In addition, he led Private Water Sales for the entire country. Pat was on the Maryland Rural water board of directors from 2014-2020, a CSAWWA water distribution chair has won a NUCA of DC member of the year and was presented with a leadership award from the Heavy Contractor's Association and is currently a CSAWWA trustee.

Chad Williams, Area Sales Manager

Ferguson Waterworks

P: (251)209-2940 | E: Chad.Williams1@Ferguson.com



Chad Williams started his career with Ferguson in 2003 in Atlanta Georgia and has held many positions including Inside Sales, Outside Sales, Branch Manager and Operations Manager over his 23-year career. He was instrumental in the growth of the Santa Rosa Beach business unit that covers Alabama and the Florida Panhandle. In his current role as Area Sales Manager, Chad over sees a municipal team of 12 associates that covers 4 states (AL, FL, SC, GA). Chad's sales and operational knowledge are a key influence for his team that focuses on being the trusted partner for Municipality and Utility customers across the southeast.

Rob Pinkston, *Municipal Area Sales Manager*
Ferguson Waterworks

P: (904) 386-3277 | E: Rob.Pinkston@Ferguson.com



Rob Pinkston is a seasoned leader in the municipal waterworks industry, with a strong background in underground utility construction that shaped his customer-centric approach. Currently serving as Municipal Area Sales Manager for Ferguson, he drives strategic growth across Florida's municipal market. His leadership includes over a decade as Branch Manager in Jacksonville, overseeing a team of 30+, and prior roles managing operations in Lower Alabama and Pensacola. Before joining Ferguson, he spent nearly a decade as Vice President of Utilities Division at Peters Utilities, LLC, leading large-scale projects across 16 states. With 22 years of experience and deep involvement in trade organizations, he continues to influence industry standards and mentor future professionals.

Justin Kanada, *Sales Manager*
Ferguson Waterworks

P: (225) 421-5603 | E: Justin.Kanada1@Ferguson.com



Justin Kanada is currently the Sales Manager in our Louisiana market. Justin joined Ferguson Waterworks in 2021 as an AMR/AMI Specialist. While working full-time, Justin dedicated himself to completing his bachelor's degree in Business Management at Louisiana State University. His professional qualifications include over 12 years of experience providing leadership, management, and support to cross-functional teams. Justin is highly effective in planning and coordinating workflow and managing time to maximize productivity and efficiency. Justin has grown throughout his career, starting as an equipment wash-rack technician, promoted to a mechanic then inside sales representative, continuing to excel as he took on the role of internal business consultant and Sales Manager, working with his firm's key partners and clients including Turner Industries Group, Entergy Power, Mosaic Company, CH2M Engineering, and Schlumberger Site Services, while managing over 25 associates in two states. In his new position as Sales Manager, Justin will focus on providing sales and support, ensuring customers receive tailored solutions that meet their needs. He will leverage his expertise to strengthen client relationships, drive business growth, and enhance service efficiency.

Sara Detert, *Strategic Program Manager – One Municipal*
Ferguson Waterworks

P: (941) 499 4513 | E: Sara.Detert@Ferguson.com



Sara Detert is a results-oriented professional with over five years of experience in the waterworks industry, where she began her career as an International Business Associate for a Texas-based pipe and fittings manufacturing company. In this role, she developed a deep understanding of global operations, supply chain coordination, and market dynamics within the infrastructure sector. Currently serving as a Strategic Program Manager, Sara focuses on optimizing strategic execution to enable teams to prioritize customer engagement and drive impactful outcomes. She is known for her exceptional organizational skills, strategic thinking, and proactive approach to problem-solving. Sara holds a Master's degree in Human Resources Development and a strong academic background in international business and economics. She brings a unique blend of business acumen and people-centric strategies, seamlessly integrating theory with practice to enhance organizational performance and foster talent growth.

Thomas Westerman, *General Manager – West Texas / New Mexico / Durango, CO*
Ferguson Waterworks
 P: (806) 853-3628 | E: Thomas.Westerman@Ferguson.com



Tommy Westerman is an experienced leader with an extensive background in the construction industry. Beginning his career working for an Underground Utility Contractor, Tommy gained extensive hands-on field experience that allows him to think out of the box to find creative solutions to any problem. He has held several different roles within Ferguson over the past 8 years, but finds he is most driven by helping those around him grow into better professionals. His leadership skills, sales skills, and industry knowledge allow him to proactively solve problems and create unmatched value. His passion for construction and facilitating the growth of people around him led him to pursue his MBA which was obtained from Texas Tech University in August of 2021. He is grateful to have the opportunity to teach, coach, train, and learn alongside his coworkers and continues to pursue new ways to expand his knowledge of leadership and the construction industry

Matt Rizzo, *Director of Meter and Automation*
Ferguson Waterworks
 P: (517) 375-1877 | E: Matt.Rizzo@Ferguson.com



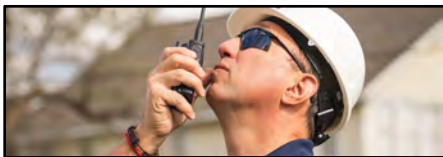
Matthew (Matt) Rizzo joined Ferguson in 2016 as part of the acquisition of Michigan Meter Technology Group. Following the acquisition, Matt held roles as Operations Manager, Business Development Manager and Area Sales Manager, overseeing the meter sales strategy and operations in Michigan, Wisconsin, and Northern Illinois. Matt was promoted to Director of Meter and Automation in October 2021 and is charged with leading the meter and automation team nationally. Matt is a graduate of Central Michigan University where he received a Bachelor Degree with majors in Political Science and Psychology, as well as a Master of Public Administration Degree. Prior to his career in the Waterworks industry, Matt worked in Local Government as a Municipal Manager. This background gives Matt a unique perspective of our industry and customer base.

5. Describe suppliers' experience working with the government sector.

Ferguson has a history of working with all types of government including cities, counties, and federal government. We are active in selling all kinds of products in services in the water and wastewater industry and the government is one of our biggest users. Ferguson has been active in OMNIA and other CO-OPS which OMNIA has purchased over the years.

Furthermore, Ferguson is equipped to handle the various projects required by this specialized industry. Through decades of partnership, we've helped public agencies, municipalities, and private water utilities identify, solve and prevent numerous water problems—including conservation efforts, human capital concerns, and environmental regulations.

After determining each agency's needs, Ferguson will source the necessary products from its own brand, as well as from reputable suppliers and manufacturers. Ferguson also maintains stock materials at local and national branches. As a leading distributor, we have established partnerships with our manufacturers and are at the forefront of new products entering the market. Our team can coordinate product submittals, required certifications and licenses, order management of on-time delivery, and customer communication throughout the project. We'll regularly engage with utility personnel, manufacturers, and other stakeholders to ensure everyone is updated and aligned throughout the order management process. **Please see below for some of the many advantages we offer.**



TRUSTED ADVISORS

An expansive network of subject matter experts and experienced operators you can trust locally and nationally.



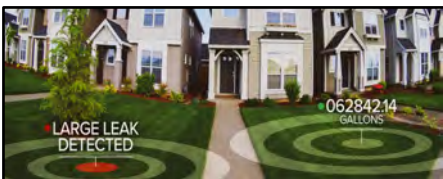
VALUABLE RELATIONSHIPS

Seamless connection with leading industry manufacturers and specialist resources.



SOLUTIONS DRIVEN

Multiple specialized technology-focused categories to address any challenge your department is facing.



COST SAVINGS

Expert financial planning and accurate estimates of economic impact for current and future projects.



APPLICATION FOCUSED

Committed to service, whether you're addressing an issue that has hampered your department for years or a new and unexpected challenge, we'll partner with your staff to find the perfect solution.

6. Describe any social diversity initiatives.

Ferguson is committed to leading a responsible business and making a difference through our work. Our vision for sustainability begins with our internal responsibility — our footprint. We are dedicated to minimizing the environmental impact of our operations and fostering a culture that is safe, inclusive and engaging for our associates. Beyond the scope of our operations, we are committed to driving sustainable product solutions and helping customers achieve their sustainability goals — our handprint. Our employees, expertise, and role within the value chain provide opportunities to support our customers, suppliers, and local communities.

Ferguson's Board-approved ESG Framework reflects priority issues identified through our risk management analyses, stakeholder priorities assessments and the guidance and methods provided by the Sustainability Accounting Standards Board (SASB), considering all issues relevant to Multiline and Specialty Retailers and Distributors industry standards. It comprises the key sustainability topics informing and influencing our business strategy and structures our overall vision for sustainability across three key pillars: Environmental, Social and Governance.

DIVERSITY AND INCLUSION INITIATIVES AT FERGUSON

Ferguson's approach to Inclusion focuses on three core pillars:

1. **Attracting top talent:** We seek the best associates in our industry.
2. **Promoting growth:** We invest in our associates, helping them develop and expand their skills.
3. **Fostering engagement and retention:** We strive to create an environment where our associates feel valued and choose to grow their careers.

Our commitment to maintaining a positive work environment is outlined in our Code of Business Conduct and Ethics, which our associates receive training on annually. Our Business Resource Groups (BRGs) play a role in a broader company-wide effort to enhance the overall wellbeing of our associates, supporting professional development and creating a positive workplace environment. Our current BRGs (ASCEND – Disabilities as the most recent group) are:



The BRGs are committed to creating a more inclusive culture, which in turn helps to optimize organizational behaviors that result in increased inclusivity for all associates, improved understanding of customer groups, as well as brand and service improvement. Membership is open to all associates and participation is voluntary.



EQUAL EMPLOYMENT OPPORTUNITY

Ferguson complies with equal opportunity and is strongly committed to providing equal employment opportunity to all associates and all applicants for employment. Additionally, Ferguson (including subsidiaries) expects all associates to comply with all local, state, and federal laws and regulations related to the utilization of Small, Minority, Women, Veteran/Service Disable, Disadvantaged business enterprises. For additional information please visit [\(Supplier Diversity, Vendor Partnerships \(ferguson.com\)\)](#) We are committed to:



- Developing a diverse workforce and an inclusive working environment everywhere Ferguson has a presence.
- Merit-based people decisions within our organization. Creating an environment free from discrimination and harassment, where all are treated with dignity and respect.
- Encouraging our associates to reach their full potential irrespective of race, color, religion, gender, age, sexual orientation, marital status, disability, or any other characteristic that makes them unique.
- Seeking the competitive advantage of diverse perspectives reflected in our current and future customers and our communities.
- Diversity of thought - letting go of "one right way" in favor of a culture where we learn from each other.

7. *Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.*



Ferguson Enterprises, LLC is a relationship-focused business. It employs approximately 35,000 associates in over 1,800 locations throughout the United States. Ferguson purchases from over 36,000 vendors and sells to over 1,000,000 customers. Given its size and scale, it regularly engages in litigation as either a plaintiff or a defendant in the ordinary course of business. However, there is no current claim or litigation that will have a material impact on its ability to perform the requirements of any prospective contract.

8. *Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.*

City of Fort Stockton, TX

121 W 2nd St, Fort Stockton, TX 7973

Contact Name and Title: Carlos Lopez, Water Superintendent

Phone: 432-336-8525

Email: calopez@cityfs.net

Size and Scope: Waterworks – est. 7,847 population

Years Serviced: 35 years

Annual Volume: \$75,000-100,000

Description of Services: Municipality supplies - Waterworks materials such as hydrants, valves, pipe, fittings, castings, clamps and couplings, copper tubing PVC pipe, Schedule 40, restraints, and more.

Town of Pecos City, TX

115 W 3rd St., Pecos, TX 79772

Contact Name and Title: Kelvin Ridgley, Director of Public Works

Phone: 432-445-2421

Email: KRIDGLEY@PECOSTX.GOV

Size and Scope: Waterworks – est. 14,712 population

Years Serviced: 35 years

Annual Volume: \$150,000-200,000

Description of Services: Municipality supplies. (pipes, valves, couplings, hydrants fittings, etc.)

City of Savannah, GA

20 Interchange Drive, Savannah, GA 31415

Contact Name and Title: Agnieszka Beck, Senior Civil Engineer

Phone: 912-251-6573

Email: Agnieszka.beck@savannah.gov

Size and Scope: Waterworks – est. 148,808 population

Years Serviced: 25 years

Annual Volume: \$8 million in 2024

Description of Services: Provide product and service for annual bids, projects, and counter pickups. Act as product specialist, offer value engineering during design and in the field.

Lehigh County Authority, PA

1053 Spruce Street, Allentown, PA 18106-0348

Contact Name and Title: Gerry Charvala – Distribution Manager

Phone: 610-972-8203

Email: GeraldCharvalaJr@lehighcountyauthority.org

Size and Scope: Waterworks – est. 270,000 population

Years Serviced: 20+ years

Annual Volume: est. \$500K

Description of Services: All waterworks products including MRO and technology solutions. Waterworks materials such as hydrants, valves, pipe, fittings, castings, clamps and couplings, copper tubing PVC pipe, Schedule 40, restraints, and more.

Municipal Authority of Westmoreland County, PA

124 Park & Pool Road, New Stanton, PA 15672

Contact Name and Title: Jason Nester - Operations Manager

Phone: 412-670-4701

Email: jnester@mawc.org

Size and Scope: Waterworks – est. 400,000 population

Years Serviced: 20+ years

Annual Volume: est. \$1.8m

Description of Services: All waterworks products including MRO and technology solutions. Waterworks materials such as hydrants, valves, pipe, fittings, castings, clamps and couplings, copper tubing PVC pipe, Schedule 40, restraints, and more.

JEA, FL

225 N. Pearl Street, Jacksonville, FL 32202

Contact Name and Title: Jackie Scheel, Director of W/WW and Reuse Delivery & Collection

Phone: 904-591-3215

Email: schejb@jea.com

Size and Scope: Waterworks – est. 900,000 population

Years Serviced: 24 years of contract agreements

Annual Volume: est. \$6m

Description of Services: Supplying water and wastewater materials.

Clay County Utility Authority, FL

3176 Old Jennings Road, Middleburg, FL 32068

Contact Name and Title: Angelia Wilson, Procurement Manager

Phone: 904-213-2447

Email: awilson@clayutility.org

Size and Scope: Waterworks – est. 230,000 population

Years Serviced: 24 years of contract agreements

Annual Volume: est. \$1m

Description of Services: All waterworks products including MRO and technology solutions. Waterworks materials such as hydrants, valves, pipe, fittings, castings, clamps and couplings, copper tubing PVC pipe, Schedule 40, restraints, and more.

City of Chesapeake, VA

306 Cedar Road, Chesapeake, VA 23322

Contact Name and Title: Suzan Sadler, Procurement Specialist II

Phone: 757-382-6376

Email: ssadler@cityofchesapeake.net

Size and Scope: Waterworks – est. 65,000 accounts

Years Serviced: over 20 years.

Annual Volume: \$380k

Description of Services: Ferguson customer over 20 years. Started working with Omnia in early 2024. Waterworks materials such as hydrants, valves, pipe, fittings, castings, clamps and couplings, copper tubing PVC pipe, Schedule 40, restraints, and more.

SJWD Water District, SC

198 Watershed Wy, Spartanburg, SC 29301

Contact Name and Title: Billy Cothran, Manager

Phone: 864-949-3511

Email: bcothran@sjwd.com

Size and Scope: Meter and Automation (Sensus manufacturer partner) - 30,000 Endpoints

Years Serviced: approx. 9 years

Annual Volume: project year - 30,000 Endpoints and 10 Base Station Collectors

Description of Services: SJWD is a former 35-year competitor's system. SJWD has experience with this manufacturer's AMR, fixed base and cellular solutions. Piloted fixed base and cellular solutions with little success. Decided in 2017 to pilot a Sensus FlexNet AMI system with Ferguson. In 2018 they started implementing a full Sensus AMI system and completed the total changeout in October 2020. They changed all residential and commercial meters

Las Virgenes Municipal Water

4232 Las Virgenes Road Calabasas, CA 91302

Contact Name and Title: Ursula Bosson, Customer Service Manager

Phone: 818-251-2113

Email: ubosson@lvmwd.com

Size and Scope: Meter and Automation (Neptune manufacturer partner) Turn-key AMI deployment of water meters - 21,198 endpoints

Years Serviced: 2 years - start date 8/2020, end date 10/2022

Annual Volume: contract amount \$9,400,000

Description of Services: Project consisted of 21,198-meter change outs, and installation of Neptune R900® AMI LoRaWAN network infrastructure, project management, and training led by Ferguson. Project has exceeded contractual performance parameters of 90% RSR in the most challenging geographical space that Ferguson has deployed AMI in California. AMI performance currently resides at 97%, and the District has won numerous national awards around usage of data and customer portal to enhance water awareness and drought performance from a previous state of 5x per capita usage.

9. Provide any additional information relevant to this section.

At Ferguson, strong relationships are the foundation of everything we do. We remain committed to understanding the distinct needs of each of our nine customer groups while fostering collaboration under the **OneFerguson** banner

SUPPORTING EVERY PHASE OF THE PROJECT

- Ferguson is the first on the job site and the last to leave.
- Our presence benefits both our customers and their customers by ensuring seamless project execution.
- The intersection of supplier relationships, product solutions, project management expertise, and value-added services makes new construction and RMI more efficient.



CUSTOMER-CENTRIC COLLABORATION

- Ferguson focuses on the unique needs of each of its nine customer groups.
- These groups work together under the **OneFerguson** banner to streamline new construction and RMI projects.
- Our unified approach enhances certainty, mitigates risk, and ensures the best value for trade professionals, general contractors, developers, and homeowners.

INDUSTRY LEADERSHIP AND STRATEGIC EXPANSION

- Each of our customer groups competes in large, fragmented markets with room for significant expansion.
- Growth is driven both organically and through strategic acquisitions.
- Ferguson holds leading, scaled positions across these industries, maximizing opportunities for success.

LEVERAGING SCALE AND EFFICIENCY

- Our platform empowers customer groups with operational scale that delivers strong sales and profit growth.
- We optimize supply chain management, advanced technology, talent recruitment and development, global sourcing, and acquisition infrastructure.

SECTION 5

VALUE ADDED PRODUCTS AND SERVICES

SECTION 5 – VALUE-ADDED PRODUCTS AND SERVICES

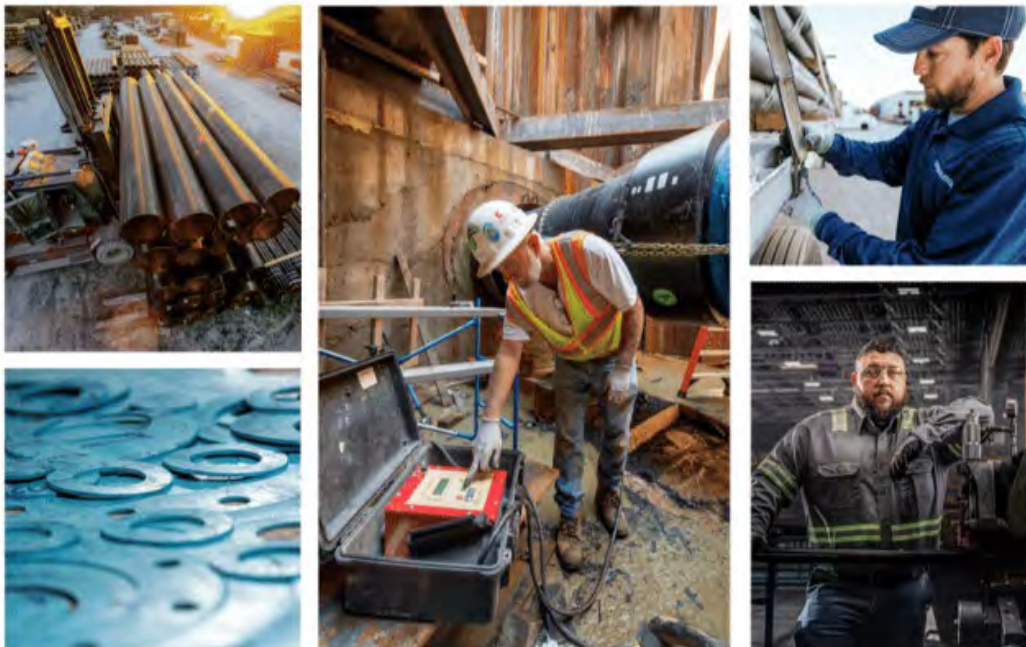
D. VALUE-ADDED PRODUCTS/SERVICES (PER RUBRIC)

1. *Provide any additional information related to products and services supplier proposes to enhance and add value to the contract.*

“We pride ourselves on delivering world-class service to our customers, and they know that “Consider It Done.” is more than just a tagline. It’s a cultural belief that is demonstrated every day through exceptional customer service, product selection, and industry knowledge.”

MUNICIPAL SUPPORT

As our national Waterworks footprint has grown, we have placed an emphasis on diversification and specialization. Ferguson has made significant investment in key non-traditional Waterworks business segments, **including Water Treatment Plant, Geosynthetics, and Municipal Business.** Our investment into the municipal sector exceeds more than \$70 million annually. **Ferguson’s Municipal team offers a full spectrum of solutions across multiple categories** to keep your system safe, efficient, and compliant, including the following: Automatic Flushing, Pressure Monitoring, Remote Monitoring, Leak Detection, Metering, Pipe Condition Assessment, Technology-Enabled Tools, and Inventory Management. Ferguson provides many value-added services, including tool management, vendor management, inventory, 24/7 service, online ordering, system-to-system integration, and more.



Our Ferguson Municipal and Waterworks Sales teams are experienced in working with private water, municipalities, contractors, and public agencies, to address evolving needs, provide strategic guidance, and ensure seamless contract utilization. Our associates actively participate in regional and national trade shows, conferences, and industry events to strengthen relationships and expand market reach.

We foster strong partnerships by offering consultative support, helping agencies navigate procurement processes, optimize supply chain management, and implement best practices.

- Our Municipal Sales team works closely with public agencies and utilities to develop customized solutions, ensuring contract utilization aligns with their specific operational goals. This structured approach ensures efficient delivery service, strong market presence, and long-term collaboration.

VALUE-ADDED SERVICE

When you partner with us, we provide more than just solutions—we connect you with a vast collective of experience, expertise and industry resources. Ferguson is uniquely positioned as a strategic project partner, bringing together the strengths of our diverse customer groups to capitalize on significant growth opportunities. With an extensive network, a single-source supply chain, and industry expertise, we provide resources to support large capital projects from inception to completion.

- **Sales Channels and Future Growth Opportunities:** Our customers can do business with us how and when they want through our connected sales channels: Outside Sales, Sales Support, Sales Centers, System-to-System, Digital Commerce, Counters, and Showroom. An expansive local and national network of subject matter experts and experienced operators you can trust.
 - Ferguson understands that agencies need more than procurement support—they require value-added solutions, innovative technology, and specialized expertise and industry experience to enhance operations and efficiency. We are committed to expanding our offerings based on utility and agency needs, ensuring access to cutting-edge products, enhanced services, and emerging technologies that align with evolving market demands.
- **Product Strategy:** We have a well-balanced product strategy that comprehensively meets our customers' needs, maximizes our profitability and ensures a high rate of securing partnerships. We have strong connections with leading industry manufacturers and specialist resources to offer products that meet our utility's needs.
 - Ferguson supports agencies in addressing non-revenue water challenges, helping public agencies and utilities minimize water loss through advanced metering, pressure monitoring, and predictive analytics. These tools enable agencies to identify leaks, optimize distribution, and implement proactive maintenance strategies for improved resource management.
- **Customized Solutions and Technical Expertise:** We don't just sell products. We offer services that provide our customers with solutions that make their jobs simpler, like virtual design, fabrication, valve actuation, pre-assembly, kitting, installation, project management services, and more.
- **Fulfillment Options:** Our customers demand options that make it easier to get what they need, when they need it. We offer fulfillment options that meet their needs: same-day delivery, locker pick-up, Pro Pick-up, network delivery solutions, project planning and staging and direct shipment.
 - Product evaluation is part of our vendor onboarding for manufacturers/suppliers of Industrial Pipe, Fittings and Flanges. Pré-shipment inspections are performed at international factories and industrial products are sampled as they arrive into our Distribution Centers.
- **After Sales Support:** The job doesn't end after the sale. In fact, post-sales support is a critical part of the customer experience. Ferguson offers repair parts, account credit, project-based billing, returns, manufacturer's warranty, and more. (Ferguson does not offer warranty on goods sold outside of manufacturer's standard warranty). By leveraging our deep industry knowledge, extensive supplier network, and advanced solutions, we help agencies optimize workflows, improve resource management, and drive greater efficiency.

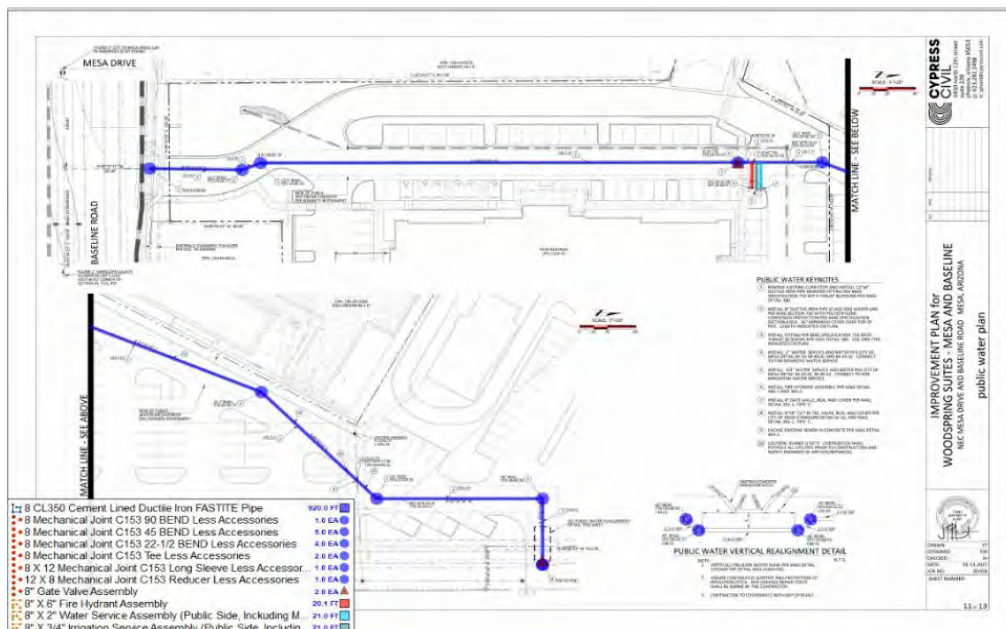


PROJECT MANAGEMENT MUNICIPAL SUPPORT

Ferguson takes a distinctive, proactive approach to project management, assembling a highly skilled team dedicated to ensuring the seamless execution of every phase. We integrate the latest technology, advanced implementation tools, a proven project management framework, and risk mitigation strategies to optimize outcomes. Our approach is strengthened by comprehensive software and system testing, and insights gained from previous implementations.

With a commitment to excellence and best-in-class service, our Ferguson Waterworks Municipal team follows best practices while adhering to a mutually agreed-upon implementation plan and scope of work. This plan remains flexible, allowing modifications based on evolving project requirements. Backed by extensive experience and substantial resources, Ferguson is confident in delivering the necessary structure, expert guidance, system integration, project support, and training essential for success.

Additionally, Ferguson leverages PlanSwift, an advanced construction takeoff and estimating software, to streamline project execution. With fully customizable takeoff templates, precise material and labor calculations, and comprehensive assemblies and reports, PlanSwift enhances efficiency and accuracy across various trades. By minimizing redundant tasks and improving calculation precision, this tool ensures a higher level of reliability in project estimation and execution.



Ferguson’s Municipal team collaborates with utilities nationwide, serving as a comprehensive resource for materials, supply chain solutions, project management, technology, and analytics. Through our extensive national network of local supply and service locations, Ferguson delivers industry expertise, financial management, and efficiency solutions tailored for multi-jurisdictional utilities. This integrated approach helps utilities sustain critical infrastructure while meeting fiscal, regulatory, and operational goals.

Please see below for the other capabilities our Ferguson team can provide:

FERGUSON’S CAPABILITIES

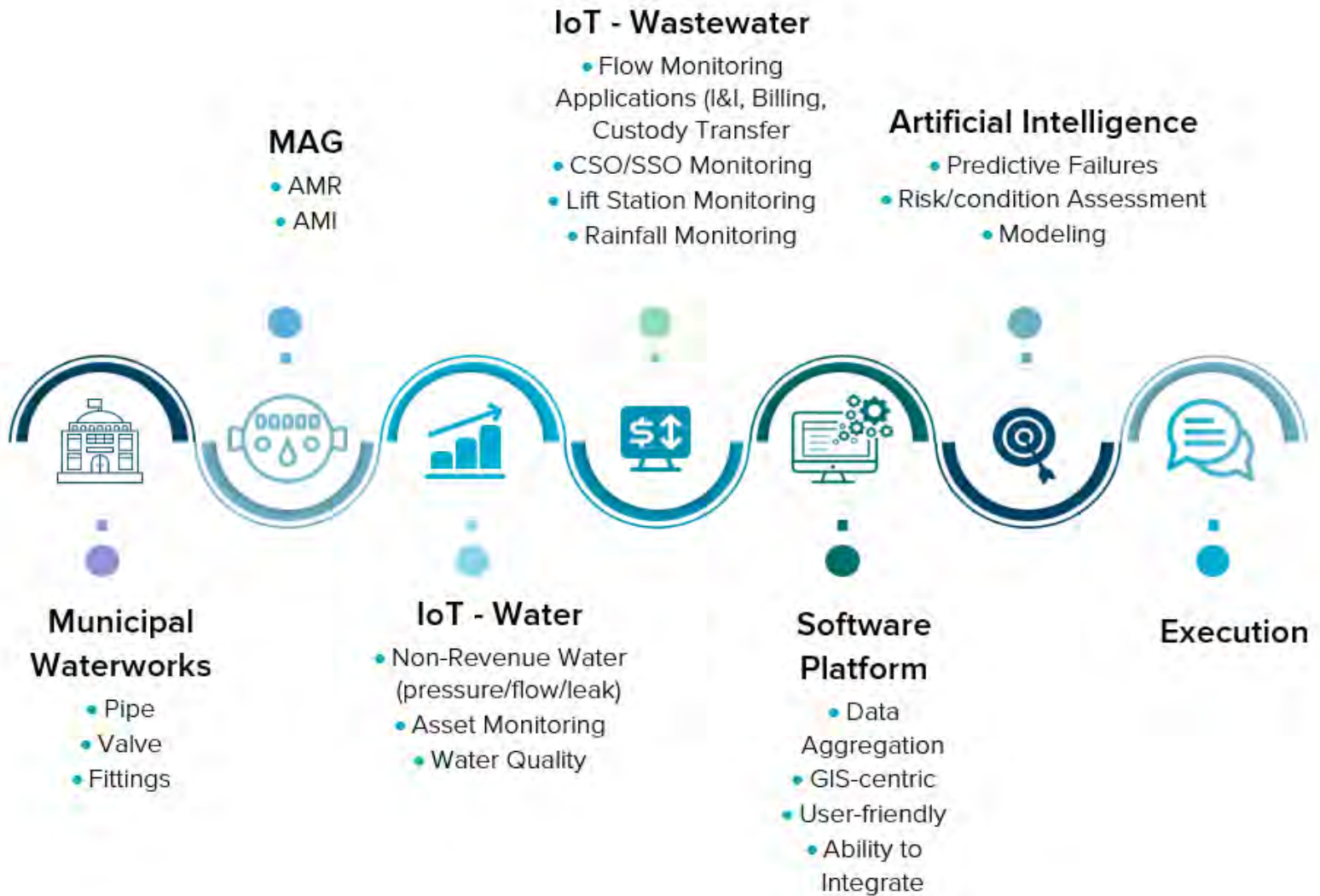


METER AND AUTOMATION SUPPORT

- **Quality Meter and Technology Supplier:** Ferguson works hand in hand with many of our manufacturing vendors to offer products and solutions to our customers in need every day. Our rigorous supplier qualification enables us to maintain a detailed list of approved manufacturers, manufacturing sites, and specific products from qualified suppliers nationwide.
- **Finance Solutions:** Ferguson has partnered with firms that specialize in Waterworks project financing so we can help utilities explore creative funding options to drive higher returns and get more done.
- **Expansive Product Offerings and Solutions:** Ferguson's expansive product offering allows for the availability of material for on-time jobsite delivery and by leveraging the resources of a nationwide company. Developing knowledgeable and quality focused associates strengthens our ability to partner with our customers and manufactures, offering detailed product knowledge, problem solving solutions, and cost-savings opportunities.
- **AMR/AMI Technology Experts:** With 72 years of industry experience, Ferguson Waterworks is one of the largest suppliers of water, sewer and storm management products and services to multiple segments of the Waterworks sector. Our associates are dedicated to understanding the latest products and services available, so they can recommend the system or tool best suited for the utility's immediate and future needs.
- **Meter Testing:** Our Meter and Automation Group (MAG) provides meter testing services that ensure your system provides accurate real-time water use data, leak alerts, and more.
- **Support and Project Management:** Ferguson provides project management and installation services such as field mapping, instruction, and testing for new water meter systems.
- **Data Analytics Support:** Intelligent metering systems and cloud-based analytics software applications can provide unprecedented access to real-time information about consumption demand and system efficiency, which allows forward-thinking utilities to use predictive analysis to preemptively correct problems.
- **Network & Meter Installation:** Ferguson partners with experienced national and regional meter installers. All approved Installation partners will comply with the scope of work generated by Ferguson and utility. The installers will also adhere to the meter manufacturer's installation specifications, and all other applicable local, state, and federal codes/regulations.



FERGUSON TECHNOLOGY OVERVIEW AND VALUE-ADDED SOLUTIONS

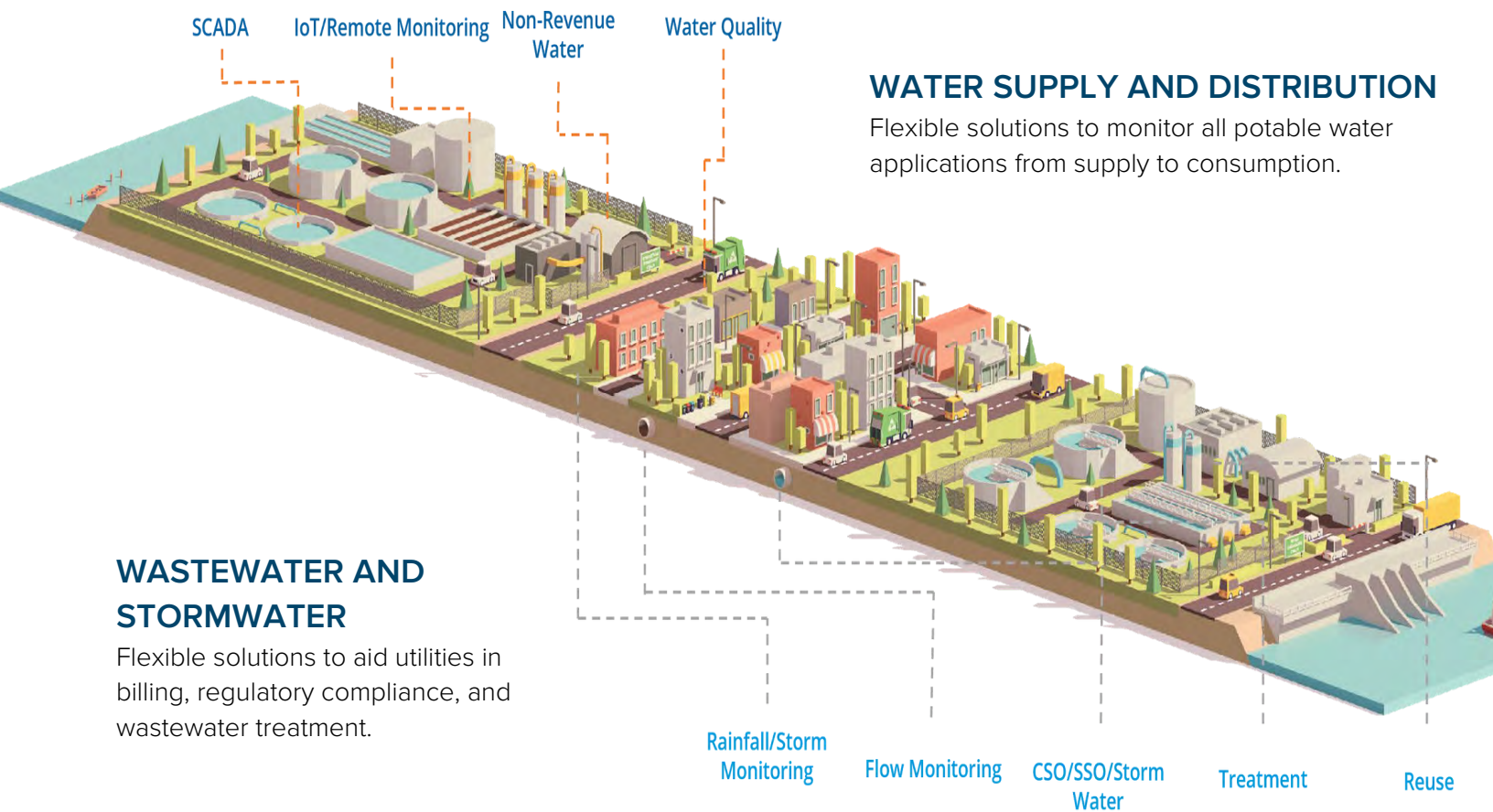


NON-REVENUE WATER SOLUTIONS

Non-revenue water is the difference between water that is produced and water that is billed. On average non-revenue water is around **24% annually**. This means that **1.7 trillion** gallons of water are lost per year, costing more than **\$2.6 billion**. Water loss can occur through leaks, theft and tampering, unbilled consumption and meter inaccuracy, and unmetered consumption. Leaks are the most common source of water loss with around 700 water main breaks occurring each day in the U.S. One third of utilities report a loss of more than 40% due to leaks. Implementing a water loss management program can help you recover up to 75% of water loss.



DRIVING VALUE BEYOND THE METER



WATER SUPPLY AND DISTRIBUTION

Flexible solutions to monitor all potable water applications from supply to consumption.

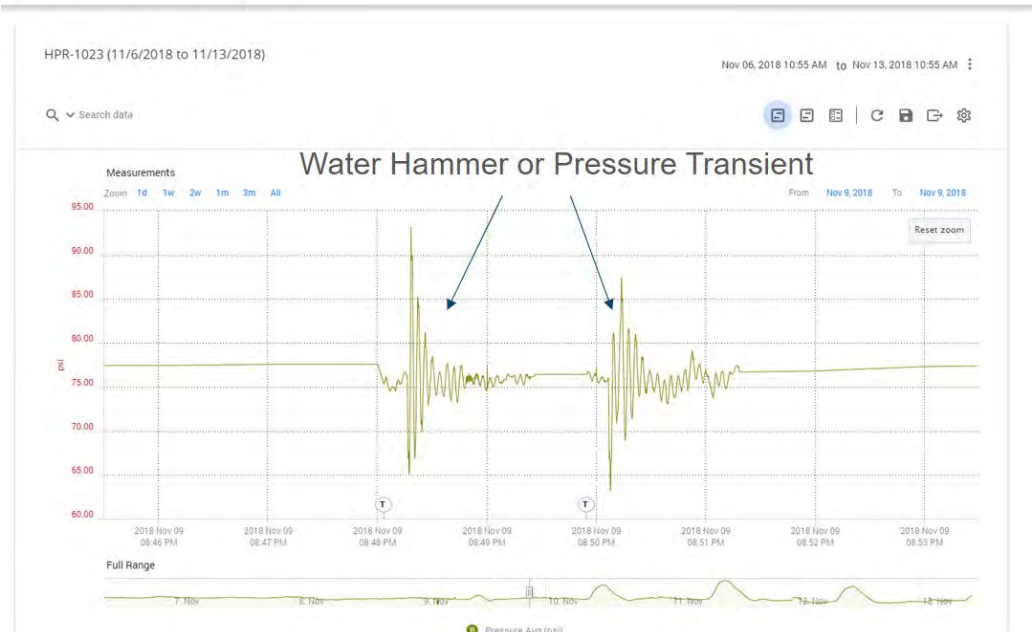
WASTEWATER AND STORMWATER

Flexible solutions to aid utilities in billing, regulatory compliance, and wastewater treatment.

PRESSURE MANAGEMENT

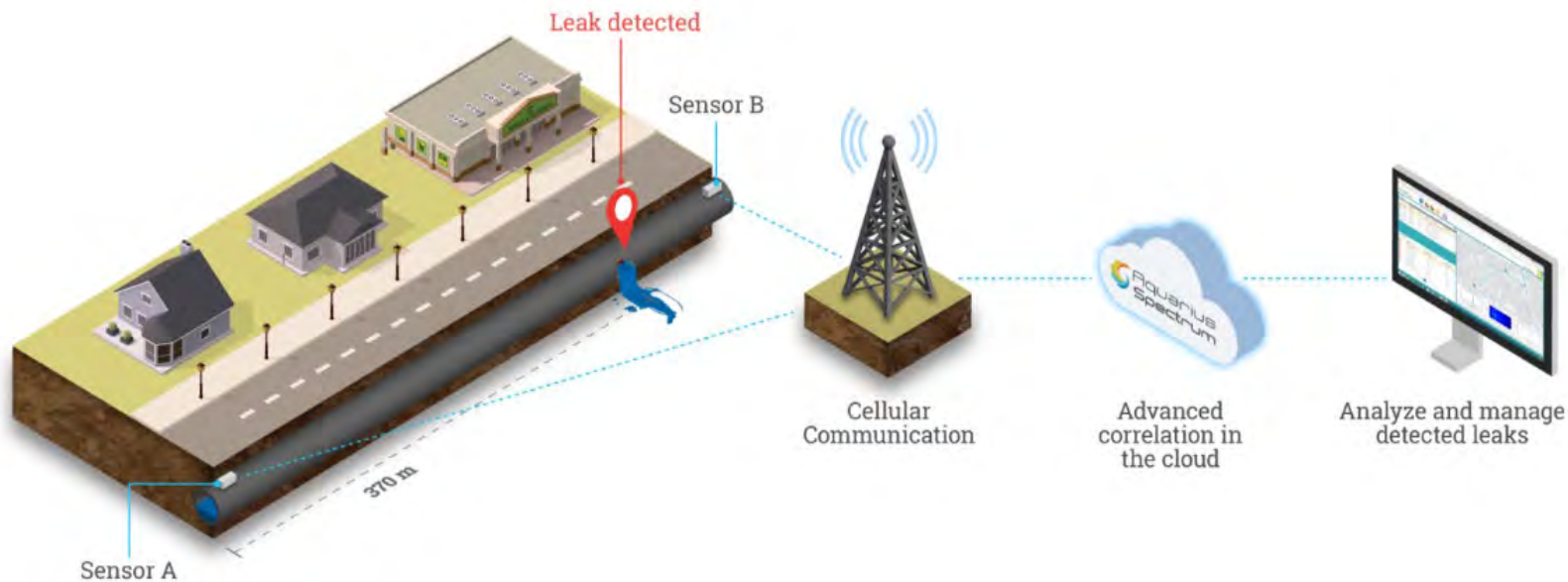
Monitoring pressure ensures proper system operating pressure to avoid customer service issues. In addition, it identifies system abnormalities and potential areas of increased risk for break. Identifying these areas of concern will subsequently extend asset life by reducing system stress.

← HPR-1023: Default HPR Report



LEAK DETECTION

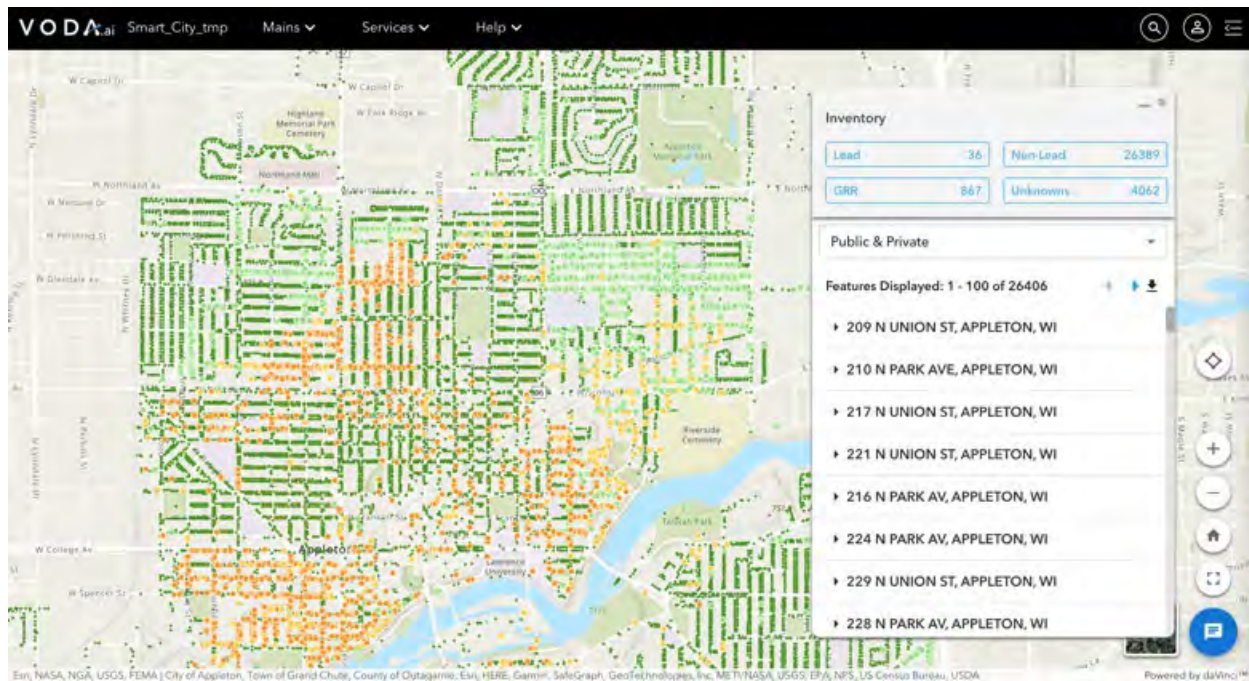
Ferguson is uniquely positioned to partner with our customers in the area of Non-Revenue Water (NRW) as a one-stop trusted partner. We have built solutions for pressure monitoring, leak detection, flow metering, software analytics, and artificial intelligence, all under the Ferguson banner. We help our customers identify areas of stress within their networks with pressure monitoring and leak detection and then support their replacement/capital improvement efforts with their needed material (pipes, valves, fittings, and more). **Ferguson is the complete Non-Revenue Water solutions provider.**



VODA.ai **VODA.ai** is an American software company that provides cloud-based machine learning tools for the water and wastewater industry. Headquartered in Boston, Massachusetts, VODA.ai specializes in artificial intelligence specific to service line inventories and material predictions, pipe condition assessment, and infrastructure prioritization. Founded in 2017, VODA.ai's team is comprised of data scientists, engineers, entrepreneurs, and water industry veterans with a shared vision to help utilities better serve their communities using predictive analytics and asset management principles to get the most out of limited resources.

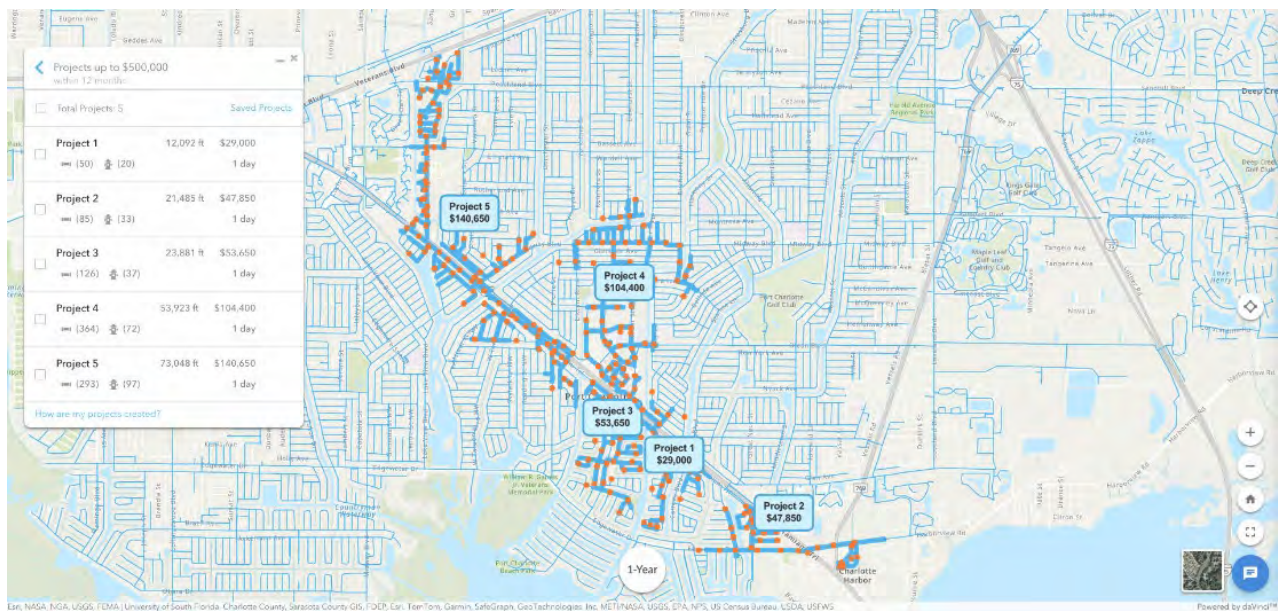
To date VODA.ai has modeled over 1 million services and analyzed over 1 million miles of pipe in over 15 countries. Their award-winning UI is delivering value to water and wastewater utilities across the US with customers from Maine to California. Their clients include some of the largest utilities in the country with over 400,000 services to some with less than 400.

VODA.ai brings over 100-years of combined industry experience in digital water technology which will our team better understand utility challenges associated with service line modeling and how we can use science to solve them together. Superior prioritization of infrastructure is our singular focus, and we are proposing a comprehensive science-based solution rooted in data science, not guesswork, which combines the best of Human Intelligence and Artificial Intelligence to affect an accurate outcome that exceeds any other option in the marketplace today (based on several utility's results and competitive comparisons using actual performance data).



VODA.ai's platform also provides tools to aid utilities in understanding the makeup of their service lines, identifying services with the highest likelihood of lead or galvanized, and prioritizing replacement or remediation plans. Their suite of tools include machine learning models which can train on known lead services as well as statistical models that are built on learnings from across the US where lead services have been found, to quickly find lead or galvanized (or the lack of) services. Unique to VODA.ai, their UI can combine LCRR data with capital planning tools such as AI-based Likelihood of Failure and Risk data to prioritize rehab and replacement projects using data from both mains and services.

Helping utilities has been our focus since day one. We work exclusively with water and wastewater providers and our solutions are custom built for utilities and in large part by utilities. Updates and enhancements to our UI are driven by customer request and made available to all our clients.





AQUARIUS SPECTRUM (AQS)

supports water utilities around the world to help them reduce their water loss through high-performance leak management solutions combined with superior tailor-made Human-as-a-Service (HaaS) offering.

AQS technologies empower water utilities to detect and prevent leaks, enabling proactive, continuous monitoring, and efficient management of water networks, to reduce NRW (Non-Revenue Water) and optimize resource allocation. These solutions enable water utilities to significantly reduce water loss, improve operational efficiency, and extend the lifespan of their infrastructure.

The AQS-SYS software platform is powered by advanced algorithms, and big data analytics, offering in-depth network analysis. Beyond technological offerings, AQS distinguishes itself with a robust human-centric service model. Their Human-as-a-Service Customer Success Team delivers a dedicated customer success team for each customer that provides exceptional support, encompassing training, and the continuous optimization of data analytics, expertise, and system updates. Their product portfolio includes a range of acoustic correlating sensors, both fixed and mobile, designed to accurately detect leaks, monitor water infrastructure, and support pro-active maintenance strategies.

MONITOR, LOCATE, PRIORITIZE

- Ultra-accurate leak detection and location for all pipe materials/diameters
- Best-in-Class acoustic correlating sensors, cloud-based software, AI & Big-Data analysis
- Sensors available for above ground or below ground installation
- All-in-one mobile kit for listening & surveying



AQSense-Edge

Fixed Leak Detection (AQS-SYS)

Catch leaks early on distribution and transmission lines with automated continuous water pipe monitoring.

- Cat-M /NB-IoT correlating sensors and cloud-based software
- Accurate GIS presentation of leaks to a 9.8 ft. location
- Actionable insights to improve network performance and asset management.



Pipe Condition Assessment (PCA)

Pipe replacement based on needs: Use our decision-support tool to analyze historical trends, present leaks and repairs along with leak development. Pipes in poor condition are marked in red for renewal.





iQuarius™ Mobile Leak Detection via Smartphone

Quick, easy, and efficient way to survey large areas, listen to the pipe, record acoustic samples and locate leaks.

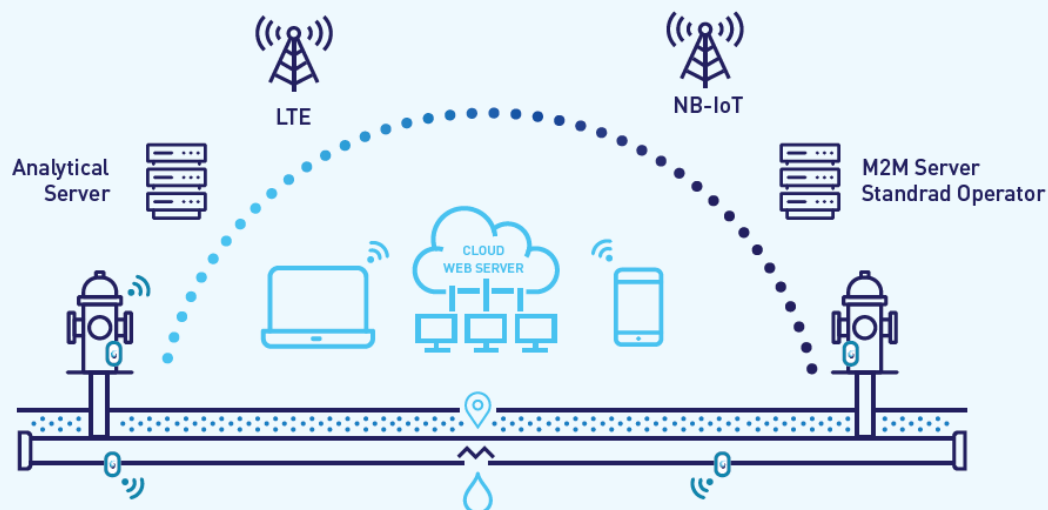
- Sample 100s of data points per shift.
- Automatic GIS presentation of points of interest (POIs).
- Uploads and saves all information to the cloud.
- See the mobile samples alongside the fixed system in the UI
- Android and IOS support

First-class service, including technical, operational support and data analysis

Get an incredible user-friendly UI/UX combined with “person-in-the-loop” service.



Get ongoing data of your pipelines and prevent pipe bursts by proactive continuous monitoring



Sensors are installed along the pipeline on fire hydrants & valves and take samples each night. The data is sent via cellular networks to the AQS server that analyzes the data and performs correlation between every couple of sensors.

OTHER FERGUSON SPECIALTY GROUPS AND VALUE-ADDED SERVICE



Pollardwater is a leading supplier of maintenance, repair, and operations (MRO) products, specializing in tools, equipment and supplies for municipal water and wastewater operations throughout North America. Since 1837, Pollardwater's team of industry experts focuses on providing superior customer service and providing solutions for a wide variety of industry needs. The Pollardwater print catalog, digital catalog and eCommerce capabilities make it easy for their customers to do business the way they want, with seamless product ordering and account management.

Pollardwater is an acquisition of Ferguson Waterworks. We distribute Aeration products, Chart recorders and accessories, Chemical feed pumps and supplies, Collection system tools, Dichlorination equipment and chemicals, Flow metering tools, Gauges, Hose and accessories, Hydrant maintenance products, Laboratory equipment and supplies, Level measurement and control products, Locators and leak detection equipment, Pipe fittings, plugs and tools, Pumps and accessories, Safety equipment, Water and wastewater sampling equipment, tools, tools, and Valves. Pollardwater's 12 strategically located network of distribution centers and relationships with the industry's top manufacturers mean on-time delivery and unmatched support for a wide-breadth of products nationally across the water and wastewater industries. For additional information please visit [Pollardwater](https://www.pollardwater.com).



OUR MISSION

- o To be the trusted partner for the water and wastewater industry.
- o To specialize in technical support and products to provide customer solutions.
- o To offer the most effective methods of communication to promote customer-focused interactions.

WHO WE ARE

America's oldest continually running distributor of water and wastewater tools and supplies.

PART OF SOMETHING GREATER: Pollardwater is an acquisition of Ferguson Waterworks.



- o 12 distribution points across the United States
- o Product category experts and certified water and wastewater operators on staff
- o Dedicated support team and call center
- o Serves customers in all 50 states and internationally
- o Manufacturer of proprietary water and wastewater specialty tools
- o In-house repair center

WE DISTRIBUTE:

o Aeration products	o Laboratory equipment and supplies
o Chart recorders and accessories	o Level measurement and control products
o Chemical feed pumps and supplies	o Locators and leak detection equipment
o Collection system tools	o Pipe fittings, plugs and tools
o Dechlorination equipment and chemicals	o Pumps and accessories
o Flow metering tools	o Safety equipment
o Gauges	o Water and wastewater sampling equipment
o Hose and accessories	o Tools
o Hydrant maintenance products	o Valves



PLANT DIVISION AND STRATEGIC BUSINESSES GROUP

Ferguson's Waterworks Supply Chain Procurement Specialists (WSCPS) is a proprietary, integrated collaborative delivery program designed to support agencies throughout the entire project lifecycle—from preconstruction planning to final completion. Our Strategic Infrastructure Group, led by DBIA-certified associates, brings extensive experience in design-build projects, providing expert guidance on all construction deliverables, conducting competitive open-book bidding for waterworks materials, and managing the supply chain with efficiency and precision.

Complementing WSCPS, Ferguson's Plant and Strategic Businesses team serves as a trusted partner in the design-build industry, offering pre-construction hard bid opportunities and design-bid solutions tailored to customers' unique challenges. Our dedicated DBIA-certified professionals and national resources integrate seamlessly from project pursuit and conceptual design to execution and closeout, focusing on budget optimization, value engineering, haz-ops, quality control, scheduling, and risk management to support any collaborative delivery model.



GEO AND STORMWATER

Erosion and sedimentation are a constant battle on civil construction projects. America's aging infrastructure has an ever-increasing backlog of rehabilitation needs. At Ferguson Waterworks, we take pride in providing expert assistance with a variety of engineering and construction solutions. We offer constant support and a full line of geotextiles, geogrids, erosion control products, stormwater management, and treatment solutions to help contractors meet these challenges.

Ferguson Waterworks partners with stormwater professionals, site contractors, and landscape architects as premium suppliers of stormwater products. As leaders in Geo and Stormwater, we stay up to date on the latest products, technologies, and regulations for managing runoff in urban environments. From Rain Gardens and Bioretention Basins to Pre-Treatment Devices and Underground Storage, we offer innovative products that prevent ponding, capture debris, filter pollutants, and prevent erosion. Let our experts help you select and customize products that generate better results and ultimately lower the total cost. Enhance your Urban Green Stormwater Infrastructure with a partner that is invested in your success. For additional information, please visit <https://www.ferguson.com/product-category/stormwater-management/>.



TEMPLETON AND ASSOCIATES EQUIPMENT SALES, INC. (TEMPLETON)

has recently been acquired by Ferguson Enterprises, LLC. With over 50 years of experience and strong relationships with both customers and process equipment manufacturers, we have built a solid foundation in the water and wastewater industry. Our business strives to provide expertise and insight on a myriad of products and services that will improve your projects for the long haul.

Founded in 1968 and headquartered in Suwanee, GA, **Templeton & Associates has long been a trusted process equipment manufacturer representative across Georgia, Alabama, Tennessee, North Carolina, South Carolina, and the Florida Panhandle.** With a commitment to a customer-first approach, Templeton has built long-lasting relationships by offering complete water and wastewater treatment solutions, backed by its **partnerships with over 60 top manufacturers.**





TEMSCO, Inc. (TEMSCO) has recently been acquired by Ferguson Enterprises, LLC. TEMSCO represents as the commissioning, service, and maintenance arm of the company, with manufacturer-trained and certified service associates who ensure ongoing equipment performance and customer satisfaction. Since 2001, TEMSCO has been servicing water and wastewater treatment equipment for the municipal, commercial, industrial, and power markets. Our technicians are knowledgeable, experienced and factory trained so that we can troubleshoot and repair most issues on-site. And when in-field service is not an option (as with pump rebuilds), service is performed in our shop. Additionally, we can maintain your equipment on the manufacturer recommended schedule to avoid unexpected downtime.



2. Provide any additional equipment offerings: Used, Parts, Accessories, Service and Repair, Trade-Ins, may be included by providing a pricing structure for each of these items.

While Ferguson is not a used parts supplier, we do offer in-house repair service for line locaters and McElroy Fusion equipment. We also are the technical advisor for our customers in the event a manufacturer warranty claim or repair is needed with our power tool and electronic equipment offerings.

3. Describe any equipment reconditioning and recertification offerings

Ferguson employs McElroy certified technicians at our Industrial plastics locations (FL,TX,WA). We offer full repair and reconditioning services for McElroy fusion equipment.

SECTION 6

REQUIRED DOCUMENTS
(APPENDIX A - FORMS)

APPENDIX A - REQUIRED DOCUMENTS (FORMS)

Appendix A – Required Documents

1. Antitrust Certification Statement (Tex. Government Code § 2155.005)
2. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
3. Texas Government Code 2270 Verification Form
4. Any additional agreements supplier will require Participating Agencies to sign

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company

Ferguson Enterprises, LLC
dba Ferguson Waterworks

Contact


Signature
Chris McAllister
Printed Name
SR general manager
Position with Company

Address

751 Lakefront Commons
Newport News, VA 23606

**Official
Authorizing
Proposal**


Signature
Timothy Trout
Printed Name
Director of Municipal Sales
Position with Company

Phone

(215) 353-3111

Fax

(757) 989-2501

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Ferguson Enterprises, LLC dba Ferguson Waterworks
751 Lakefront Commons, Newport News, VA 23606 - USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
OMNIA Partners, Region 14

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
RFP 25-S942 REQUEST FOR PROPOSAL (RFP) FOR WATERWORKS MATERIALS, SERVICES, OPERATIONS, AND RELATED SOLUTIONS

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☒

6 UNSWORN DECLARATION

My name is Timothy Trout, and my date of birth is 11/11/1988

My address is 751 Lakefront Commons, Newport News, VA, 23606, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Northampton County, State of PA, on the 17 day of June, 2025
(month) (year)

Commonwealth of Pennsylvania - Notary Seal
Douglas G. Clegg, Notary Public
Northampton County
My commission expires January 29, 2029
Commission number 1386076

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Timothy Trout, as an authorized representative of

Ferguson Enterprises, LLC dba Ferguson Waterworks, a contractor engaged by
Insert Name of Company

Region 14 Education Service Center, 1850 Highway 351, Abilene, Texas 79601, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

6/17/2025
Date

DEVIATIONS AND EXCEPTIONS (Approved by Region 14 ESC)

Ferguson's Legal and Risk Departments have carefully reviewed the terms in the RFP and have laid out our exceptions and assumptions below. Our team can discuss any remarks or requested changes with our Legal and Risk Departments in further detail to ensure a mutually beneficial agreement for all parties.

IV. Region 14 - Terms and Conditions

- Indemnity. Delete "arising out of or resulting from the actions" and replace it with "to the extent caused by the negligence or fault"
- Termination. In the second sentence, request "special order goods that have been released" prior to "and accepted material received..."
- Request a new section be added to read, "Limitation of Liability. In no event shall either party be liable for any incidental, punitive, special or consequential damages hereunder, even if advised of the possibility of such."



NOTICE TO OFFEROR

Questions & Answers

RFP # 25-S942

Competitive Solicitation by Region 14 Education Service Center

for

Waterworks Materials, Services, Operations and Related Solutions

See Question & Answer Acknowledgement included on the last page. Offerors should include this acknowledgement as part of their response to this Waterworks Materials, Services, Operations and Related Solutions.

The Answers to Questions received are issued as follows:

- 1. Can OMNIA please provide the insurance requirements as it is not found in the RFP?**

Answer: Specific insurance limits are not listed in the RFP, the Offeror shall obtain and carry the appropriate amount of insurance to operate their business legally.

- 2. Per Page 6 of the RFP “Required Proposal Format,” do proposers need to separately upload price lists and/or catalogs as a separate document, or could these also be combined within “Section 2 – Pricing” as 1 file?**

Answer: The pricing file should be uploaded as a separate file, per the required proposal format instructions.

- 3. Per Page 6 of the RFP – “Required Proposal Format,” the outline provided states that each section (1-6) must be a separate PDF document upload (except for section 2), and it should follow the submission format. Where would the following be included within those sections?**

- a. Any Deviations and Exceptions – Should this be placed in Section 6 “Required Documents” or should proposers add a new section?**

Answer: Upload this document under Section 6 – Required Documents.

- b. Specs, Warranty, etc. – Could we add an “appendices” section for these, or do they each need to be a new section such as section 7?

Answer: Offerors can upload an appendices section, after Section 6.

- c. Certificate of insurance, additional qualifications etc. – Could we add an “appendices” section for these, or do they each need to be a new section such as section 7, section 8...etc.?

Answer: Offerors can upload an appendices section, after Section 6.

4. **Per Page 6 of the RFP under “Section 3 - Ability to Perform including Appendix B,” do proposers only need to provide responses to Appendix B for the questions outlined in Exhibit A (Page 25-30)? If not, what are the exhibits and the pages that require a response?**

Answer: Yes, Offerors must respond to the questions from Appendix B, Exhibit A, Section 3. Supplier Response and submit it under Proposal Section 3 – Ability to Perform.

5. **Per page 54 under 'Bid Guarantee,' is a 5% bid bond required specifically for this RFP (RFP 25-S942), or is the information included solely for reference regarding potential future projects awarded under this contract? We seek clarification, as the language appears within the FEMA Terms and Conditions as informational.**

Answer: The Bid Guarantee is included in case it is needed for future potential projects and is informational.

6. **Per page 54 under 'Affirmative Socioeconomic Steps,' are minority participation efforts required specifically for this RFP (RFP 25-S942), or is the information provided solely for reference regarding potential future projects awarded under this contract? We seek clarification, as the language appears within the FEMA Terms and Conditions as informational.**

Answer: Minority participation efforts are not required for this RFP but may be needed for future projects using federal funds.

RECEIPT OF QUESTION & ANSWER ACKNOWLEDGEMENT

Offeror shall acknowledge this Question & Answer document by signing below and include in their proposal response.

Company Name Ferguson Enterprises, LLC dba Ferguson Waterworks

Contact Person Timothy Trout

Signature 

Date 6/17/2025

SECRETARIAL CERTIFICATE OF AUTHORIZATION

The undersigned Assistant Secretary of **Ferguson Enterprises, LLC**, duly organized and existing under the laws of Virginia (the "Company"), hereby designates and certifies that the following employee of the Company, is authorized, on behalf of the Company to take the action(s) designated herein and to execute any and all documents necessary to further such actions:

Individual Name: Timothy Trout

Title: Director - Customer Groups

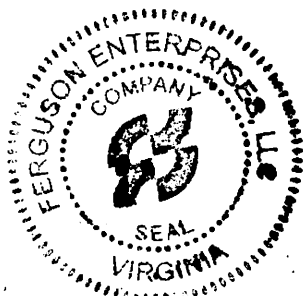


Authorized Action(s):

1. To enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may deemed in the best interest of the Company.
2. To prepare and submit bids and proposals to the Company's customers.

This certificate of authorization shall be effective from the date hereof until **August 28, 2025** unless withdrawn sooner in writing. The provisions of this Certificate are in conformity with a Resolution adopted by the Board of Directors of the Company effective July 31, 2023.

In witness whereof, I have hereunto subscribed my name and affixed the seal of the Company, effective August 29, 2024.



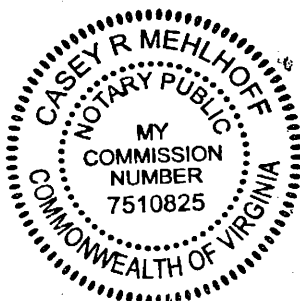
(Company Seal)

Ferguson Enterprises, LLC

Wesley E. Rice
Assistant Secretary

Commonwealth of Virginia
City of Newport News

Sworn to subscribe and acknowledged before me on August 29, 2024, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia LLC, on behalf of such Company.



(Notary Seal)

Notary – Casey Mehlhoff
My commission expires: July 31, 2026

APPENDICES - CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2026

4/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 3280 Peachtree Rd. NE, Ste. 1000 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: ACE Property and Casualty Insurance Company INSURER C: Indemnity Insurance Co of North America INSURER D: ACE Fire Underwriters Insurance Company INSURER E: INSURER F:	NAIC # 22667 20699 43575 20702
INSURED 1531924 Ferguson Enterprises, LLC and Subsidiaries (See attached Named Insured Schedule) 751 Lakefront Commons Newport News VA 23606		

COVERAGES**CERTIFICATE NUMBER:** 20116338**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Retained Limit \$4m GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	XSL G48977534	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Self Insured ☒ Physical Damage	N	N	ISA H11377361	5/1/2025	5/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	N	N	XOO G72519802 005	5/1/2025	5/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WLR C72622376 (AOS) WLR C72792944 (OR) SCF C72792956 (WI)	5/1/2025 5/1/2025 5/1/2025	5/1/2026 5/1/2026 5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Issued for informational purposes only.

CERTIFICATE HOLDER**CANCELLATION** See Attachments20116338
Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Effective Date	Company	Effective Date	Company
4/1/1975	Acquisition - Charleston, SC	3/16/1992	Chatham Pipe & Supply
5/1/1976	Southern States Supply Company, Inc.	11/2/1992	U.S. Supply Company
11/1/1977	Atlas Supply Company, Inc.	8/2/1993	Armstrong Plumbing Supply Company, Inc.
12/31/1980	SCL Equipment Corporation	10/4/1993	Hub Inc.
1/28/1983	Universal Supply Company, Inc.	6/27/1994	Automatic Temperature Supplies Inc.
3/10/1983	Central Plumbing Supply Company	6/5/1995	Lyon, Conklin & Co., Inc.
1/1/1984	Riverside Supply Company, Inc.	7/10/1995	Wilmington Plumbing Supply Co., Inc.
5/1/1984	McKenna Supply Company	11/13/1995	Walden Industrial Supply Co., Inc.
10/30/1984	Cooper Supply Company	12/18/1995	Wisconsin River Supply Company
1/15/1985	Plumbers Supply Company, Inc.	2/26/1996	Columbia Supply Corporation
6/4/1985	R. W. Farmer Supply Co., Inc.	9/30/1996	Great Lakes Plumbing Supply, Inc.
1/7/1986	The Warner Company, Inc.	10/15/1996	General Plumbing Supply Co. of MD, Inc.
10/1/1986	Underground Supply Company, Inc.	11/23/1996	J&G Products Company, Inc.
12/30/1986	Terry Supply Company	5/5/1997	Central Engineering and Supply, Co., Inc.
12/31/1986	Virginia Supply and Well Company	6/30/1997	Standard of Lynn, Inc.
1/5/1988	Geo. McGinley Supply Co., Inc.	8/25/1997	Cities Supply Company, Inc.
1/29/1988	LBS Supply, Inc.	9/22/1997	Raleigh Supply Company, Inc.
12/29/1989	C. Seizer & Sons, Inc.	10/8/1997	Climate Makers of Charleston, Inc.
4/1/1990	Consumer's Supply Company, Inc.	11/3/1997	South Bend Supply Company, Inc.
5/20/1991	Gonnan Air Conditioning Company, Inc.	12/15/1997	Jaime Salicrup, Inc.
3/4/1992	Cain & Buliman, Inc.	1/7/1998	Steel City Wholesalers
3/30/1998	Tozour Unitary Product Division	6/18/2001	Mid-Cities - Dallas, TX
6/1/1998	Forward Enterprises	6/30/2001	Westburne Supply, Inc.
7/1/1998	Esco Supply Company	4/8/2002	Clayton Acquisition Company
10/29/1998	L&H Plumbing & Heating Supply	5/6/2002	Sumner & Dunbar
12/23/1998	Fields & Company of Lubbock, Inc.	5/13/2002	Tahoe Truckee Supply
1/25/1999	Dunaway's Wides Pipe & Supply Co., Inc.	1/13/2003	York Factory Branch - Corona, CA
3/30/1999	Alamo Plumbing Supply Co.	1/13/2003	Triangle Supply, Inc.
4/26/1999	Plumbers Specialty Company, Inc.	4/7/2003	Linwood Pipe and Supply Co., Inc.
6/1/1999	Midwest Pipe & Supply	4/14/2003	Hanco Supply, Inc.
8/2/1999	Thrall Distribution, Inc.	6/2/2003	Huskey, Inc.
8/4/1999	Goldberg Company (GCI)	6/16/2003	A-1 Pipe
8/30/1999	The Gage Company	9/15/2003	Liberty Equipment
9/15/1999	Baker Pipe and Supply Company	12/15/2003	High Country
1/24/2000	Donovan Industrial Supply Corporation	1/19/2004	Builder's Plumbing Supply
3/6/2000	Plumbing & Mill Supplies, Incorporated	3/29/2004	Municipal Pipe

Effective Date	Company	Effective Date	Company
6/12/2000	Eastern Sewer Pipe Corp.	9/1/2004	Cline Contract Sales
8/21/2000	Pesco Pipe and Supply Co.	11/22/2004	Clark Supply
9/11/2000	Fire Protection Supply Company	12/7/2004	R Supply
1/8/2001	Sunbelt Marketing	12/31/2004	Parnell Martin
3/1/2001	Red Hed Supply	1/31/2005	JD Daddario
5/21/2001	Mid-Cities - Plant City, FL	2/8/2005	Meckco Supply
5/1/2005	Full Service Supply	5/22/2006	Central Lighting Supply
5/23/2005	United Supply & Distributing	8/1/2006	Palermo
6/26/2005	Webb Distributors, Inc.	8/1/2006	Waterworks Supply
8/15/2005	Park Supply	8/21/2006	United Automatic
8/29/2005	S&S Fabricators	10/2/2006	Castle Supply
9/12/2005	Contractor's Field Products	10/2/2006	Castle North
9/19/2005	Economy Plumbing Supply	10/2/2006	Lawrence Supply
9/30/2005	Endries International	10/2/2006	Northern Water Works Supply
10/17/2005	Camellia Valley Supply	10/16/2006	Gulf Refrigeration
11/7/2005	LAB Appliances	10/16/2006	Kandall
11/15/2005	Mobile Supply	12/4/2006	Ondalay Pipe
11/30/2005	Frischkorn	12/11/2006	Page's Appliance
12/19/2005	South Lake Tahoe	12/18/2006	Guntersville Fab
1/9/2006	Colgan	12/29/2006	Cal-Steam
2/21/2006	Dixie Plumbing Supply	2/7/2007	Grif-Fab
3/13/2006	Alamo Pipe	2/28/2007	Improvement Direct
3/20/2006	Indiana Plumbing Supply	7/30/2007	Fire Fab
4/10/2006	Pipe Products	8/13/2007	Western Air
4/24/2006	Davies Water	8/27/2007	Davidson Pipe & Supply
5/8/2006	Central Supply	11/5/2007	JD Wholesale
5/22/2006	Supply North Central Group	12/30/2007	JC Plumbing
2/18/2008	Mastercraft Cabinets	2/9/2015	Builders Appliance Center
9/1/2009	DPS	2/23/2015	The Ar-Jay Center
12/31/2010	Summit Pipe & Supply	3/9/2015	Equarius Waterworks, Inc.
8/29/2011	Louisiana Chemical PVF	3/16/2015	Redlon & Johnson Supply
9/26/2011	SG Supply	4/27/2015	Arkansas Supply, Inc.
11/7/2011	Groeniger	5/18/2015	Ecomfort Holdings Inc.
4/23/2012	Reese Kitchens	6/8/2015	WR White Supply
9/25/2012	Power Equipment Direct, Inc. (PED)	8/24/2015	S&P Investment, Inc. (dba - Central Pipe & Supply)

Effective Date	Company	Effective Date	Company
10/1/2012	Davis & Warshow	10/1/2015	Living Direct, Inc.
2/11/2013	Fluid Systems Hawaii, Inc.	10/19/2015	Atlantic American Fire Equipment
1/20/2014	Karl's Sales and Service - Karls Appliance	10/27/2015	Renwes Appliances, Inc.
3/31/2014	Waterworks Industries	11/16/2015	Action Fire Fab & Supply, Inc.
4/28/2014	Factory Direct Appliance	1/25/2016	Professional Cleaning Service and Supply Corporation
5/31/2014	Capstone Global Solutions	4/4/2016	Andrews Lighting Gallery, Inc.
6/9/2014	HP Products (and HP Logistics)	4/18/2016	Dealemet, LLC
8/18/2014	Joseph G. Pollard Co. Inc.	4/18/2016	The Bath + Beyond
9/14/2014	Powell Pipe & Supply Co.	5/23/2016	Bruce-Rogers Company
10/6/2014	Spillius, Inc. (dba City Lights and Design)	6/13/2016	Michigan Pipe and Valve-Flint, Inc.
11/17/2014	Global HVAC Distributors, Inc.	6/27/2016	Michigan Pipe and Valve-Lansing, Inc.
12/8/2014	Ship-Pac, Inc.	7/11/2016	Michigan Meter Technology Group, Inc.
12/8/2014	McFarland Supply Co., Inc.	8/1/2016	Clawfoot Supply LLC d/b/a Signature Hardware
8/29/2016	Westfield Lighting Co., Inc.	10/22/2018	Dogwood Building Supply
10/10/2016	Ramapo Wholesalers Inc.	10/29/2018	Capital Distributing
10/24/2016	The Plumbing Source, Inc.	11/19/2018	Roberston Supply
11/14/2016	Underground Pipe & Valve, Inc.	12/10/2018	Wallwork Bros., Inc
12/12/2016	Matera Paper Company, Inc.	12/11/2018	Blackman
2/13/2017	P.V. Sullivan	1/28/2019	James Martin Furniture
2/20/2017	Custom Lighting & Hardware	2/4/2019	Kitchen Art
3/27/2017	Lighting Unlimited, LLC	6/3/2019	Mission Valley Pipe and Supply
8/7/2017	Wholesale Group, Inc.	7/15/2019	Action Supply Co.
9/18/2017	HM Wallace, Inc.	7/29/2019	Innovative Soil Solutions
1/22/2018	Duhig Stainless	9/9/2019	Process Instruments & Controls
5/14/2018	National Fire	11/11/2019	SW Anderson
7/2/2018	Wright Plumbing	3/13/2020	Columbia Pipe & Supply
7/9/2018	Lighting Design Center	3/16/2020	Rencor Controls
7/16/2018	Appliance Distributors of Louisiana	3/25/2020	MFP Design
7/30/2018	Brock McVey	10/26/2020	Old Dominion Supply

Effective Date	Company	Effective Date	Company
7/31/2018	Safe Step Walk-In Tub Co	11/16/2020	Atlantic Construction Fabrics
8/13/2018	Jones Stephens	1/11/2021	Amerock Corporation
8/20/2018	Action Automation	1/11/2021	Clarksville Lighting and Appliance
8/27/2018	Millennium Lighting	6/21/2021	Kitchen Showcase
9/24/2018	Grand Junction Pipe & Supply	7/12/2021	Moore Industrial Supply, Co.
7/26/2021	Canyon Pipe & Supply	12/5/2022	Power Process Equipment Co
9/20/2021	Meyer Appliances, Kitchens and Baths	1/30/2023	Pipelines, INC
10/25/2021	Sunstate Meters and Supply, Inc	6/13/2023	S.G. Torrice
11/1/2021	Galkos Construction (Safe Step Walk In Tubs)	7/25/2023	Kennedy Companies
11/13/2021	Hot Water Products, Inc.	7/31/2023	Bruce Supply Corp
11/22/2021	RP Lighting & Fans (Royal Pacific)	10/16/2023	SecureVision of America
1/24/2022	Plumbers Supply Company of St Louis	1/8/2024	Harway Supply, LLC
2/7/2022	Uncle Sam Piping Solutions. Inc.	1/8/2024	Capital City Appliances LLC dba Harway Appliances
3/21/2022	AP Supply Company	1/8/2024	Texas State Appliances, LLC
4/4/2022	Lighting Plus	1/29/2024	Grove Supply, Inc.
4/25/2022	Founders Kitchen & Bath, Inc.	1/29/2024	Wolfe Family Partnership, Ltd
5/9/2022	Canadian Safe-Step Tubs, Inc.	1/29/2024	Wvhc Enterprises, LLC
5/23/2022	Aaron & Company, LLC	1/29/2024	PLCC Enterprises LLC
5/25/2022	STE LLC	3/4/2024	Yorkwest Plumbing Supply Inc.
6/27/2022	Triton Environmental, LLC		
7/18/2022	D2 Land & Water Resource, Inc		
7/25/2022	Minka Lighting LLC		
7/26/2022	Rybak Engineering, Inc		
8/29/2022	Monark Premium Appliance (Transform Midco LLC)		
11/7/2022	Guarino Distributing Co, LLC		
12/1/2022	Airefco, Inc		
4/15/2024	Safe Step Walk In Tub, LLC		
7/31/2010	Lincoln Products		
9/11/2000	Ferguson Fire & Fab, Inc		
4/22/2024	AVCO Supply (AVCO Supply, Inc.)		
5/16/2024	GAR Engineering		
5/20/2024	Southwest GeoSolutions, Inc.		
7/30/2024	Gerster Equipment Co.		
7/30/2024	United Water Works, Inc.		
10/29/1993	Energy & Process Corporation		
3/31/2025	Independent Pipe & Supply Corp.		
4/15/2025	Light Innovations, Inc.		

Name	Tax ID No.	Entity or DBA	Corresponding Entity (for DBAs)
A P Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
A. P. Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Aaron & Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Aaron and Company	54-1211771	DBA	Ferguson Enterprises, LLC
AC Wholesalers	33-1026975	DBA	Power Equipment Direct, Inc.
ACF Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Action Automation, a Wolseley Industrial Group company	54-1211771	DBA	Ferguson Enterprises, LLC
Action Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Action Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Adirondack Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
ADL	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Distribution	54-1211771	DBA	Ferguson Enterprises, LLC
A-H Logistics	54-1211771	DBA	Ferguson Enterprises, LLC
Air Cold	54-1211771	DBA	Ferguson Enterprises, LLC
Air Cold Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Air Compressors Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Airefco	54-1211771	DBA	Ferguson Enterprises, LLC
Alaska Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Amerock Holdings, Inc.	35-2484334	Entity	
Amerock, LLC	80-0945726	Entity	
AMS Steam Products	54-1211771	DBA	Ferguson Enterprises, LLC
Beautyware Plumbing Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Build.com	54-1211771	DBA	Ferguson Enterprises, LLC
Clawfoot Supply, LLC	61-1401237	Entity	
Davies Water	54-1211771	DBA	Ferguson Enterprises, LLC
Electric Generators Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Ferguson Bath & Kitchen Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Enterprises of Montana, LLC	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Fire & Fabrication International	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Ferguson Heating & Cooling	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson HVAC – Lyon Conklin	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Industrial Plastics and Pump Division	54-1211771		Ferguson Enterprises, LLC
Ferguson Leasing Company	54-1211771	DBA	Ferguson Enterprises, LLC
Ferguson Puerto Rico, Inc.	66-0911457	Entity	
Ferguson Waterworks	54-1211771		Ferguson Enterprises, LLC

Ferguson Waterworks International	54-1211771	DBA	Ferguson Enterprises, LLC
FNW	54-1211771	DBA	Ferguson Enterprises, LLC
Frishkorn	54-1211771	DBA	Ferguson Enterprises, LLC
GAR Engineering	92-0981667		Ferguson Fire Design, LLC
Gerster Equipment Company	54-1211771		Ferguson Enterprises, LLC
Gotham Pipe	54-1211771		Ferguson Enterprises, LLC
Gotham Pipe Supply	54-1211771		Ferguson Enterprises, LLC
Grove Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Harway Appliances	54-1211771		Ferguson Enterprises, LLC
Henry Kitchen & Bath	54-1211771		Ferguson Enterprises, LLC
Henry Plumbing Kitchen & Bath Galleries	54-1211771		Ferguson Enterprises, LLC
Henry Plumbing Supply	54-1211771		Ferguson Enterprises, LLC
Hot Water Products	54-1211771		Ferguson Enterprises, LLC
HP Products	54-1211771	DBA	Ferguson Enterprises, LLC
Independent Pipe & Supply Corp.	54-1211771		Ferguson Enterprises, LLC
Innovative Soil Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
J&G Products, a Ferguson Enterprise	54-1211771		Ferguson Enterprises, LLC
James Martin Signature Vanities, LLC	45-2983176	Entity	
Joseph G. Pollard Co.	54-1211771		Ferguson Enterprises, LLC
Light Innovations, Inc.	54-1211771		Ferguson Enterprises, LLC
Karl's Appliances	54-1211771		Ferguson Enterprises, LLC
Kennedy Companies	54-1211771		Ferguson Enterprises, LLC
Kennedy Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Kern Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Kern Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Kitchen Art	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting and Appliance	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Design Center	54-1211771	DBA	Ferguson Enterprises, LLC
Lighting Plus	54-1211771		Ferguson Enterprises, LLC
Lighting Unlimited	54-1211771		Ferguson Enterprises, LLC
Lightingdirect.com	54-1211771		Ferguson Enterprises, LLC
Lincoln Products	54-1211771		Ferguson Enterprises, LLC
Linwood Pipe and Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Living Direct, Inc.	74-3008228	Entity	
Louisiana Utilities Supply Company	54-1211771		Ferguson Enterprises, LLC
LUSCO	54-1211771		Ferguson Enterprises, LLC
Lyon Conklin	54-1211771		Ferguson Enterprises, LLC
Lyon Conklin & Co., Inc.	54-1211771		Ferguson Enterprises, LLC

Lyon Conklin, a Ferguson Enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
Maddux Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper	54-1211771	DBA	Ferguson Enterprises, LLC
Matera Paper Company	54-1211771	DBA	Ferguson Enterprises, LLC
Max Industries, LLC	72-1532845	Entity	
McFarland Supply	54-1211771		Ferguson Enterprises, LLC
Meyer Appliance	54-1211771		Ferguson Enterprises, LLC
MFP Design	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Michigan Meter	54-1211771	DBA	Ferguson Enterprises, LLC
Midwest Pipe & Supply, a Ferguson enterprise	54-1211771	DBA	Ferguson Enterprises, LLC
Minka Lighting, LLC	95-3683513	Entity	
Mission Valley Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Mission Valley Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Mississippi Utility Supply Co. (MUSCO)	54-1211771	DBA	Ferguson Enterprises, LLC
Myers HVAC Supply	33-1026975	DBA	Power Equipment Direct, Inc.
National Fire Products	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
Old Dominion Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Parnell Martin Companies	54-1211771	DBA	Ferguson Enterprises, LLC
PCS Industries	35-1116846	DBA	HP Products Corporation
Peebles Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Pipe Products	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines	54-1211771	DBA	Ferguson Enterprises, LLC
Pipelines of PA	54-1211771	DBA	Ferguson Enterprises, LLC
PL Sourcing, Inc.	54-1211771	DBA	Ferguson Enterprises, LLC
Plumb Source	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbers Supply Company of St. Louis	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Décor, a Wolseley Company	54-1211771	DBA	Ferguson Enterprises, LLC
Plumbing Supply Now	54-1211771	DBA	Ferguson Enterprises, LLC
Pollardwater	54-1211771	DBA	Ferguson Enterprises, LLC
Powell Pipe & Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Power Equipment Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Power Equipment Direct Inc.	33-1026975	Entity	
Power Process Equipment	54-1211771	DBA	Ferguson Enterprises, LLC
Pressure Washers Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Professional's Bath Source	54-1211771	DBA	Ferguson Enterprises, LLC
PullsDirect.com	54-1211771	DBA	Ferguson Enterprises, LLC
PV Sullivan Supply	54-1211771	DBA	Ferguson Enterprises, LLC

Ramapo Wholesalers	54-1211771	DBA	Ferguson Enterprises, LLC
Redlon & Johnson	54-1211771	DBA	Ferguson Enterprises, LLC
Reese Kitchen, Bath & Lighting Gallery	54-1211771	DBA	Ferguson Enterprises, LLC
Rencor Controls	54-1211771	DBA	Ferguson Enterprises, LLC
Renwes Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Robertson Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Royal Pacific Limited	85-0385374	Entity	
Rybak Engineering	95-2912930	DBA	Ferguson Fire & Fabrication, Inc.
S.G. Torrice, LLC	04-2236750	Entity	
S.W. Anderson	54-1211771	DBA	Ferguson Enterprises, LLC
Safe Step Walk In Tub, LLC	26-2848868	Entity	
Schell Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Securevision	54-1211771	DBA	Ferguson Enterprises, LLC
Securevision of America	54-1211771	DBA	Ferguson Enterprises, LLC
SEMSCO Barbados, L.L.C.	59-3641852	Entity	
SG Supply Co.	54-1211771	DBA	Ferguson Enterprises, LLC
Ship-Pac	35-1116846	DBA	HP Products Corporation
Signature Hardware	61-1401237	DBA	Clawfoot Supply, LLC
SOS Sales	54-1211771	DBA	Ferguson Enterprises, LLC
Southwest Geo-Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
Stevens Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Stock Loan Services, LLC	20-3908387	Entity	
Stockton Pipe & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Stocton Pipe	54-1211771	DBA	Ferguson Enterprises, LLC
Sump Pumps Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Sunstate Meter & Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Tacoma Heavy Goods	54-1211771	DBA	Ferguson Enterprises, LLC
Tarpon Wholesale Supplies	54-1211771	DBA	Ferguson Enterprises, LLC
Tellum Construction, LLC	20-3045488	Entity	
Templeton & Associates	54-1211771	DBA	Ferguson Enterprises, LLC
Templeton & Associates Equipment Sales	54-1211771	DBA	Ferguson Enterprises, LLC
TEMSCO	54-1211771	DBA	Ferguson Enterprises, LLC
The Ar-Jay Center	54-1211771	DBA	Ferguson Enterprises, LLC
The Davidson Group	54-1211771	DBA	Ferguson Enterprises, LLC
The Kitchen Showcase	54-1211771	DBA	Ferguson Enterprises, LLC
The Parnell Martin Companies	54-1211771	DBA	Ferguson Enterprises, LLC
The Plumbing Source	54-1211771	DBA	Ferguson Enterprises, LLC
The Stock Market	54-1211771	DBA	Ferguson Enterprises, LLC

TPW Kitchen & Bath	54-1211771	DBA	Ferguson Enterprises, LLC
Triton Environmental	54-1211771	DBA	Ferguson Enterprises, LLC
Uncle Sam Piping Solutions	54-1211771	DBA	Ferguson Enterprises, LLC
United Water Works	54-1211771	DBA	Ferguson Enterprises, LLC
Vena Designs	45-2983176	DBA	James Martin Signature Vanities, LLC
Wallwork	54-1211771	DBA	Ferguson Enterprises, LLC
Wallwork Bros.	54-1211771	DBA	Ferguson Enterprises, LLC
Warner Supply Corporation	54-1211771	DBA	Ferguson Enterprises, LLC
Water Pumps Direct	33-1026975	DBA	Power Equipment Direct, Inc.
Water Works Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Waterworks Industries	54-1211771	DBA	Ferguson Enterprises, LLC
Webb Distributors	54-1211771	DBA	Ferguson Enterprises, LLC
Westburne Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Western Air Supply	54-1211771	DBA	Ferguson Enterprises, LLC
Westfield Lighting	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Capital, Inc.	20-3756465	Entity	
Wolseley de Puerto Rico, Inc.	66-0784341	Entity	
Wolseley Financial Services	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Industrial Group	54-1211771	DBA	Ferguson Enterprises, LLC
Wolseley Integrated de Mexico S.A. de C.V.	WIM081114UK3	Entity	
Wolseley NA Construction Services, LLC	27-1094401	Entity	
WPCC Forwarding	54-1211771	DBA	Ferguson Enterprises, LLC
Wright Plumbing Supply	54-1211771	DBA	Ferguson Enterprises, LLC

