

File ID: 2024-01840

12/3/2024

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**Cooperative Purchase Agreement: Plumbing Supplies, HVAC Products and Building Supplies  
[Published for 10-day Review on 11/21/2024]**

File ID: 2024-01840

**Location:** Citywide

**Recommendation:** Accept and publish for review a **Motion** authorizing the City Manager or the City Manager's designee to: 1) approve the use of OMNIA Partners, Public Sector cooperative purchase agreement with Ferguson Enterprises Inc. for the purchase of Plumbing Supplies, HVAC Products and Building Supplies in an amount not to exceed \$2,500,000 through the term of the agreement, or until the applicable cooperative purchase agreement is no longer available for use, not to exceed five (5) years from the date of City Council approval; and 2) authorizing the City Manager or the City Manager's designee to execute the purchases specified above; 3) and continue to December 3, 2024 for approval.

**Contact:** Deanne Neighbours, Logistics Manager, (916) 808-3536, dneighbours@cityofsacramento.org; Ray Wilderman, Utilities Operations and Maintenance Superintendent, (916) 808-8067, rwilderman@cityofsacramento.org; Charley Cunningham, Utilities Operations and Maintenance Manager, (916) 808-5518, ccunningham@cityofsacramento.org; Pravani Vandeyar, Director, (916) 808-3765, pvandeyar@cityofsacramento.org; Department of Utilities

**Presenter:** None

**Attachments:**

- 1-Description/Analysis
- 2-Agreement

**Additional Description/Analysis**

**Issue Detail:** The Department of Utilities (DOU) has an ongoing need to purchase Plumbing Supplies, HVAC Products, and Building Supplies which are necessary to maintain and repair and upgrade the City's water, wastewater, and storm drainage infrastructure and treatment plants.

**Policy Considerations:** The recommendations in this report are in accordance with City Code

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Section 3.56.240 which authorizes the City Manager to use cooperative purchasing agreements approved by the Council to purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies, eliminating the need to perform additional competitive bidding by the City of Sacramento.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on November 21, 2024, in compliance with the City Code 4.04.020.

**Economic Impacts:** None.

**Environmental Considerations:**

**California Environmental Quality Act (CEQA):** The Community Development Department, Environmental Services Manager has determined that the proposed activity is not a project pursuant to the California Environmental Quality Act (CEQA). CEQA Guidelines Section 15378 (b). The activity is a continuing administrative or maintenance activity, such as the purchase of supplies, and is not subject to CEQA. CEQA Guidelines Section 15060(c)(3).

**Sustainability:** The proposed contract is consistent with the 2040 General Plan's goals and policies related to public facilities and safety, including providing reliable water, wastewater, and stormwater drainage service to the City of Sacramento: (PFS-3.1) The proper maintenance of water, wastewater, and storm drainage infrastructure and treatment plants supports this goal.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** To maximize cost savings and staff resources, many government agencies share contract efforts through cooperative purchasing. This procurement method increases pricing competitiveness and lowers operating costs through volume buying compared to the administrative costs of procurement, staff considers product research, source section specifications, advertising, staff reports, awards and administration of the contract.

DOU has used both regional and national cooperative purchase agreements to purchase goods and services. Cooperative purchasing enables DOU to evaluate a broader range of contracting opportunities and share resources with other jurisdictions. Cooperative purchase also leverages internal and external resources to maximize cost savings opportunities for DOU.

The cooperative purchasing contracts were competitively bid and awarded through the lead agency, Region 14 Education Service Center (ESC). The resultant contract is made available to other

agencies through the OMNIA Partners Master Agreement 02-138. Attached is the cooperative purchasing agreement with Ferguson Enterprises Inc.

**Financial Considerations:** Funding for the first year of this agreement of approximately \$300,000 has been included in the approved Fiscal Year 2024/25 DOU Budget. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$2,500,000.00 over the agreement term. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no impacts to the General Fund for this Agreement.

**Local Business Enterprise (LBE):** The minimum LBE participation requirement does not apply to cooperative purchase agreements that have been competitively bid, evaluated, and awarded by other governmental agencies that may or may not have similar programs.



Request for Proposal (RFP) Submittal

**National Cooperative Purchasing Alliance (NCPA)**

Request for Proposal (RFP) for Plumbing Supplies, HVAC Products and Building Supplies

Solicitation Number: **08-22**

Submittal Deadline: Thursday, March 24th, 2022 2:00 pm CST

Abigail Gilbert

Sales Operations Analyst – National Accounts

Ferguson Enterprises, LLC

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  - Sustainability Brochure

\*Tab 9 – Required Documents – Exceptions and Assumptions

Exceptions for this RFP are notated in the document pages.

## Tab 1 – Master Agreement General Terms and Conditions

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- ◆ Customer Support
  - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
  
- ◆ Disclosures
  - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
  - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
  
- ◆ Renewal of Contract
  - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.
  
- ◆ Funding Out Clause
  - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
    - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
  
- ◆ Shipments (if applicable)
  - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items [unless the manufacturer requires additional time](#), after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
  
- ◆ Tax Exempt Status
  - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
  
- ◆ Payments
  - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

◆ Adding authorized distributors/dealers

- Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
- Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
- Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
- All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

◆ Pricing

- All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
- All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

◆ Warranty

- Proposal should address the following warranty information:
  - 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.
    - PRODUCT WARRANTY: Full manufacturer's warranty and service obligations, if any, shall be for the benefit of Buyer and/or end user. After following the normal manufacturer's warranty process, if an issue arises, Seller shall assist Buyer with coordinating the manufacturer's warranty service with the end user. With respect to the underlying products, Buyer's sole and exclusive warranty is that provided by the product's manufacturer. Seller hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will Seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, or consequential damages related to the underlying products provided.
    - INSTALLATION WARRANTY: For those goods installed by Seller, if any, for a period of twelve (12) months from installation or first use, Seller warrants that services shall be performed in a professional and workmanlike manner and in accordance with manufacturer's installation instructions and local code requirements. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services to the Buyer's satisfaction. The foregoing shall not apply if there is evidence of abuse or misuse by Buyer or any third party.
    - With respect to the underlying goods, Buyer's sole and exclusive warranty is that provided by the good's manufacturer.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- Products
  - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

- Construction
  - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
  - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.
- ◆ Permits
  - Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.
- ◆ Indemnity
  - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all [third-party](#) claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, [but only to the extent directly caused by vendor's negligence or willful misconduct](#).
- ◆ Franchise Tax
  - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- ◆ Supplemental Agreements
  - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.
- ◆ Certificates of Insurance
  - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- ◆ Legal Obligations
  - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- ◆ Protest



- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
  - Name, address and telephone number of protester
  - Original signature of protester or its representative
  - Identification of the solicitation by RFP number
  - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
- Any protest review and action shall be considered final with no further formalities being considered.

◆ Force Majeure

- If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Termination

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of

cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## Process

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Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

◆ Contract Administration

- The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

◆ Contract Term

- The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.
- ~~It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.~~

Commented [JS1]: Not Applicable

◆ Contract Waiver

- Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

- ◆ Products and Services additions
  - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
  - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
  - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
  - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$50 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
  - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.
- ◆ Formation of Contract
  - 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 vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.
- ◆ NCPA Administrative Agreement
  - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
  - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications

between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

- ◆ Multiple Awards
  - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
  - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

## Evaluation Criteria

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- ◆ Pricing (40 points)
  - Electronic Price Lists
    - Products, Services, Warranties, etc. price list
    - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Product Delivery within participating entities specified parameters
  - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
  - Vendor's ability to perform towards above requirements and desired specifications.
  - Past Cooperative Program Performance
  - Quantity of line items available that are commonly purchased by the entity.
  - Quality of line items available compared to normal participating entity standards.
- ◆ References and Experience (20 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  - Respondent Reputation in marketplace
  - Past Experience working with public sector.
  - Exhibited understanding of cooperative purchasing
- ◆ Value Added Products/Services Description, (8 points)
  - Additional Products/Services related to the scope of RFP
  - Marketing and Training

- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service
- ◆ Technology for Supporting the Program (7 points)
  - Electronic on-line catalog, order entry use by and suitability for the entity's needs
  - Quality of vendor's on-line resources for NCPA members.
  - Specifications and features offered by respondent's products and/or services

## Signature Form

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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 noted in writing. 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 bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid 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 Discounts off of list price are guaranteed: **120 days**

Company name Ferguson Enterprises, LLC

Address 751 Lakefront Commons

City/State/Zip Newport News, VA 23606

Telephone No. (224) 501-0822

Fax No. \_\_\_\_\_

Email address Brian.Armstrong@Ferguson.com

Printed name Brian Armstrong

Position with company Director National Accounts

Authorized signature  \_\_\_\_\_  
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## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of April 19, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Ferguson Enterprises, LLC (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated April 19, 2022, referenced as Contract Number 02-138, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Plumbing Supplies, HVAC Products and Building Supplies;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

#### ◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

**Total** \_\_\_\_\_

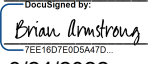
- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of ~~four~~two (42) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount ~~and shall be obligated to reimburse NCPA's costs and expenses for such audit.~~

◆ General Provisions

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA, provided, however, that the Vendor may, without such written consent, assign this Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Agreement.
- This Agreement and NCPA's rights and obligations hereunder may be assigned ~~at NCPA's sole discretion~~upon mutual agreement, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

<b>National Cooperative Purchasing Alliance:</b>	<b>Vendor:</b>	Ferguson Enterprises, LLC
Name: <u>Matthew Mackel</u>	Name: <u>Brian Armstrong</u>	
Title: <u>Director, Business Development</u>	Title: <u>Director of National Accounts</u>	
Address: <u>PO Box 701273</u>	Address: <u>751 Lakefront Commons</u>	
<u>Houston, TX 77270</u>	<u>Newport News, VA 23606</u>	
Signature: <u></u>	Signature: <u></u>	
Date: <u>April 19, 2022</u>	Date: <u>3/24/2022</u>	



## Tab 3 – Vendor Questionnaire

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Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

Ferguson Enterprises will provide separate market basket pricing for Alaska and Hawaii agencies.

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

**All US Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |   |   |
|---|---|
| <input type="checkbox"/> American Samoa                 | <input type="checkbox"/> Northern Mariana Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico   |
| <input type="checkbox"/> Guam                           | <input type="checkbox"/> U.S. Virgin Islands      |
| <input type="checkbox"/> Midway Islands                 |   |

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.
  - **Minority / Women Business Enterprise**
    - Respondent Certifies that this firm is a M/WBE
  - **Historically Underutilized Business**
    - Respondent Certifies that this firm is a HUB

◆ **Residency**

- Responding Company's principal place of business is in the city of Newport News, State of Virginia.

◆ **Felony Conviction Notice**

- Please Check Applicable Box;
  - A publically held corporation; therefore, this reporting requirement is not applicable.
  - Is not owned or operated by anyone who has been convicted of a felony.
  - Is owned or operated by the following individual(s) who has/have been convicted of a felony
- If the 3<sup>rd</sup> box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

- Which best describes your company's position in the distribution channel:

<input type="checkbox"/> Manufacturer Direct	<input type="checkbox"/> Certified education/government reseller
<input checked="" type="checkbox"/> Authorized Distributor	<input type="checkbox"/> Manufacturer marketing through reseller
<input type="checkbox"/> Value-added reseller	<input type="checkbox"/> Other: _____

◆ **Processing Information**

- Provide company contact information for the following:
  - **Sales Reports / Accounts Payable**
    - Contact Person: Abigail Gilbert
    - Title: Sales Operations Analyst
    - Company: Ferguson Enterprises
    - Address: 751 Lakefront Commons
    - City: Newport News State: VA Zip: 23606

Phone: (757) 969-4383 Email: Abigail.Gilbert@Ferguson.com

- Purchase Orders

Contact Person: Email Alias to be created upon Award

- Sales and Marketing

Contact Person: Abigail Gilbert

Title: Sales Operations Analyst

Company: Ferguson Enterprises

Address: 751 Lakefront Commons

City: Newport News State: VA Zip: 23606

Phone: (757) 969-4383 Email: Abigail.Gilbert@Ferguson.com

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes       No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

Yes       No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Ferguson has numerous contracts in effect and others in the process of securing. However, due to the confidential nature of these contracts, we cannot provide access to any other agreement.

## Tab 4 – Vendor Profile

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**Company's official registered name:**

Ferguson Enterprises, LLC

**Brief history of Ferguson:**

Ferguson Enterprises, LLC, headquartered in Newport News, VA was established in 1953 to serve the needs of local plumbing contractors. In the past 65 years, Ferguson has grown from a local distributor to a \$24 Billion dollar publicly traded limited liability company with 1,600 locations and more than 31,000 associates nationwide. Throughout our history, we've focused on developing our associates, connecting with thousands of suppliers, and building our distribution network to deliver solutions to our customers.

**Ferguson's Dun & Bradstreet (D&B) number:**

DUNS: 00-895-5171

**Organizational Chart of key Ferguson contacts:**



**Ferguson Locations:**

Ferguson has over 1,600 locations nationwide and 31,000+ associates. Below is a breakdown of the number of locations in each state with stars indicating Ferguson's Distribution Centers.



- ◆ Define your standard terms of payment.

Standard payment terms are “Net 10th Prox” meaning payment for goods or services received is due on or before the 10th of the following month.

- ◆ Who is your competition in the marketplace?

Ferguson’s main competitors in the marketplace are Grainger, Home Depot, Lowe’s, eCommerce Channels (Amazon).

- ◆ What differentiates your company from competitors?

Ferguson Facilities Supply provides maintenance, repair, and operations (MRO) products and renovation project packages to facilities across the U.S. and Puerto Rico. Our experienced associates, nationwide coverage, and expansive inventory along with a coast to-coast supply chain ensures customers get what they need, when they need it. Ferguson’s committed team of associates know our depth of product and how best to serve the needs of local, regional, and national customers. Through dedicated support from our in-house renovations team, we offer direct savings, value added, and custom choice project solutions to make the remodeling process easy.

In addition, we offer online ordering through Ferguson.com, eProcurement integrations, and a Commercial Water Heater delivery program to ensure your facility is always running.

- Ferguson.com allows you to search our full inventory of Plumbing, HVAC, and Building supplies from your computer, smartphone, or tablet.
- eProcurement Solutions including PunchOut, Hosted Catalogs, and direct electronic ordering. We've integrated with Coupa, Jaggaer, SAP Ariba, Unimarket, and more.
- Commercial Water Heater Delivery program is Ferguson's 24/7 express response program to deliver a commercial water heater to your facility in the event of a water heater failure. We have dedicated associates who work directly with you in case of a commercial water heater emergency.

- ◆ Describe how your company will market this contract if awarded.

Ferguson is committed to ensuring NCPA agencies have access to all the brands and products they require to keep their facilities running at full speed, but we are also committed to ensuring the agencies are fully informed of their benefits in partnering with NCPA and Ferguson. Our marketing team strives to produce best-in-class marketing and sales materials to engage with customers regarding current promotions as well as new products and supply solutions available to them. We apply a fully integrated approach that leverages our sales force's collective reach and expertise, then augments it with awareness programs via email, digital marketing channels across Ferguson.com, and establishing a presence at all key local and regional trade shows. We look forward to working with the NCPA team to collaborate on ways to highlight our partnership and ensure your members reap the rewards.

- ◆ Describe how you intend to introduce NCPA to your company.

Ferguson will partner with our NCPA representatives to implement a broad communication plan outlining NCPA and its agencies along with the benefits associated with the contract.

Execution would include:

**First 60 Days:**

- Execution plan outline
- Dedicated Microsoft Team's Site for NCPA communication
- Rollout meeting with Ferguson Field Leadership (Ferguson Internal)
- Rollout to Ferguson Field Sales Team (5K associates) via internal communication channels (Dedicated Teams Site and email)

**First 90 Days:**

- Industry advertising announcing our new partnership with NCPA
- Ferguson Field Leadership virtual introduction meeting with NCPA

**First 120 Days:**

- Updated content on Ferguson.com
- NCPA/Ferguson Branded Flyer

- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

For an overview of our eCommerce web capabilities, see our detailed tutorials on Ferguson.com at <https://www.ferguson.com/resources/tutorials>.

In addition to our website, we also provide eProcurement solutions and system integrations (PunchOut, EDI, etc.) We can provide digital training resources, as well as in person-hosted demonstrations or virtual training sessions. Our customer support team is dedicated to technical troubleshooting and is available Monday-Friday from 8am EST – 6pm EST.

- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Ferguson is committed to supporting NCPA agencies in three core functional areas: Account Management, Operational Support and Sales Support. For Overall NCPA Account management, Ferguson will dedicate a National Account Manager to coordinate our internal and external resources for partnership development and engagement opportunities. The National Account manager will have the support of an Operations Analyst to assist with reporting and agency account governance. For Market territory support, Ferguson has Category Specialists for Education that will support our local level sales teams with training and guidance. Our omni-channel environment provides all NCPA agencies that ability to transact in the way they want.

For questions directed to our National Accounts Team, we will create a new NCPA email address to streamline the service for NCPA agencies and respond to most questions within one business day. While most questions are handled in a business day, our SOP for more detailed questions is 2-business days with proper communication on timeline to NCPA.

- ◆ Green Initiatives (if applicable)

Ferguson's 2021 Annual Report pages 47-51 provide an in-depth summary of Ferguson's Sustainability Program. Inserted on the additional documents list is our Sustainability Brochure for overview.

◆ Anti-Discrimination Policy (if applicable)

Ferguson Enterprises, LLC's (Ferguson US or the Company) is strongly committed to providing equal employment opportunity for all Associates and all applicants for employment. The purpose of this Policy is to educate all Associates about what may constitute discrimination and harassment, to notify everyone working for the Company that management will not condone or tolerate discrimination or harassment, and to establish a procedure that encourages Associates to report conduct that may constitute discrimination or harassment to designated Company representatives who will investigate and respond to any report.

This Policy applies to and protects all Company Associates and prospective Associates, whether or not they are on Company premises, provided that such Associates are conducting Company-related business or are participating in a Company-sponsored event or function. Any type of harassment, whether engaged in by fellow Associates, managers, supervisors, or by non-Associates with whom the Associate comes into contact in the course of employment (e.g., customers, vendors, contracted workers, or contractors), violates this Policy and will not be tolerated. The Company encourages the reporting of all incidents of discrimination or harassment, regardless of who the offender may be.

This Policy applies to all terms and conditions of employment, including, but not limited to, hiring, training, promotion, discipline, compensation, benefits, and termination of employment. Compliance with this Policy is a condition of employment for all Associates.



## ◆ Vendor Certifications (if applicable)

<b>FERGUSON ENTERPRISES - CONTRACTOR AND GAMING COMMISSION LICENSES/REGISTRATIONS</b>		
<b>STATE</b>	<b>LICENSE NUMBER</b>	<b>CLASSIFICATION/TYPE</b>
Arkansas Contractor License Board	342001119	Meter Installation & Service
Arizona Contractor License Board	ROC278489	Class A General Contractor
	ROC215325	K-60 Dual Finish Carpentry
	ROC215326	K-63 Appliances
	ROC259640	C-05 Residential Light/Fan Fixtures
CA: Santa Rosa Rancheria Gaming Comm.	SRRGC-2015-051	Non-gaming vendor registration (local blended)
California Contractor License Board	1059063	Class A - Engineering (WW - meters)
	1059063	C-36 Plumbing (meters)
	1059063	Class D34 - appliance installs
California Dept. of Industrial Relations	1000401934	Public Works Contractor Registration
Florida Contractor License Board	CUC1225379	Certified Underground Utility & Excavation (WW)
Idaho Contractor License Board	016718-D-4	Public Works Contractor (WW)
Iowa Division of Labor Board	C108704	Contractor Registration (WW)
Iowa Plumbing & Mechanical Board	24453	Master Plumber - Brian Rollins (WW)
Louisiana Contractor License Board	63963	Specialty: Telecommunications (meters - WW)
MA Gaming Commission		Non-gaming vendor registration (FFS)
Minnesota Dept of Labor & Industry	PC644488	Plumbing Contractor (WW)
Mississippi State Board of Contractors	23771-MC	Municipal Contractor (WW meters)
Nebraska	46289	Contractor Registration only
Nevada Contractor License Board	85179	Class A - Engineering (WW meters)
New Jersey	13VH03924200	Home Improvement Contractor (Appliances)
New Mexico	377598	GF-09 (Utility Lines - WW meters)
North Carolina	74102	GC w/Bldg_Public Utility Specialty (WW meters)
NC:Cherokee Tribal Gaming Commission	15-1315	Class III Non-Gaming Vendor (local blended)
North Dakota	36055	Class A (WW use mostly)
Oklahoma	N/A	DEQ WW Operator certificates (multiple associates)
		Waterworks Operator - Class D (multiple associates)
Oregon	157743	Residential GC & Commercial GC2 (WW)
South Carolina	118541	General Contractor (WW)
South Dakota	SSCNER1006172005C	Plumbing Contractor (Unlimited)(WW)
Texas	N/A	No state license req'd - check local rules
Utah - FEL dba FWW	11944201-5501	E100 Engineering (water meter install)-no limit
Virginia	2705-058435A	Class A (Unlimited) (HIC&HVA)(blended appliance)
Virginia	2705-058435A	Highway/Heavy classification (Utilities)(WW)
Washington	FERGUEL81305	General Construction Contractor (WW & local lighting)
		Electrical WAC 296 Admin License
Washington - Muckleshoot Indian Tribe	FER0224NG	Non-gaming vendor registration (local blended)

## Tab 5 – Products and Services

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- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

### **Ferguson's Warranty Information:**

PRODUCT WARRANTY: Full manufacturer's warranty and service obligations, if any, shall be for the benefit of Buyer and/or end user. After following the normal manufacturer's warranty process, if an issue arises, Seller shall assist Buyer with coordinating the manufacturer's warranty service with the end user. With respect to the underlying products, Buyer's sole and exclusive warranty is that provided by the product's manufacturer. Seller hereby disclaims all expressed or implied warranties, whether implied by operation of law or otherwise, including, without limitation, all implied warranties of merchantability and fitness or fitness for a particular purpose. Under no circumstances, and in no event, will Seller be liable for personal injury or property damage or any other loss, damage, cost of repairs or incidental, punitive, special, or consequential damages related to the underlying products provided.

INSTALLATION WARRANTY: For those goods installed by Seller, if any, for a period of twelve (12) months from installation or first use, Seller warrants that services shall be performed in a professional and workmanlike manner and in accordance with manufacturer's installation instructions and local code requirements. Upon receipt of notice from Buyer that installation services were not performed in accordance with the limited warranty herein, Seller shall re-perform the services to the Buyer's satisfaction. The foregoing shall not apply if there is evidence of abuse or misuse by Buyer or any third party.

With respect to the underlying goods, Buyer's sole and exclusive warranty is that provided by the good's manufacturer.

Product and Manufacturer Information included in Price File attached as an additional document for RFP.

## Tab 7 – Pricing

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Pricing Submitted Separately.

Discounts off List Price.

## Tab 8 – Value Added Products and Services

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- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.
  - Ferguson’s Commercial Water Heater Program
  - eProcurement Integrations
  - Internal Renovation project management and on-site support
  - Opportunity to assist with localized training

# Tab 9 – Required Documents

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- ◆ Federal Funds Certifications
- ◆ Clean Air and Water Act & Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## **Federal Funds Certifications**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, 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 and Offeror 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.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to 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

(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.

(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 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
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(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.

(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

(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).

- 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

(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 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

(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:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **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 § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 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.

#### **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).

#### **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. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

## CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial 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. This right of access will last only as long as the records are retained.

## 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.

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

Offeror:

Ferguson Enterprises

Address:

12500 Jefferson Ave

City, State, Zip:

Newport News, VA 23602

Authorized Signature:

B. Wang


Date:

5/3/2022

## Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor	<u>Ferguson Enterprises</u>
Print Name	<u>Brian Armstrong</u>
Address	<u>12500 Jefferson Ave</u>
City, State, Zip	<u>Newport News, VA 23602</u>
Authorized signature	<u></u>
Date	<u>5/3/2022</u>

## **Contractor Requirements**

### **Contractor Certification Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

### **Fingerprint & Background Checks**

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

### **Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature



Date

5/3/2022

**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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 bid, 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 bid, 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 bid 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 name Ferguson Enterprises  
Address 12500 Jefferson Ave  
City/State/Zip Newport News, VA 23602  
Telephone No. 224-501-0822  
Fax No. n/a  
Email address brian.armstrong@ferguson.com  
Printed name Brian Armstrong  
Position with company Director of National Accounts  
Authorized signature B Armstrong

## **Required Clauses for Federal Assistance provided by FTA**

### **ACCESS TO RECORDS AND REPORTS**

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

### **CIVIL RIGHTS / TITLE VI REQUIREMENTS**

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. 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. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC)

implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
  - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

### **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) **Prompt Payment.** Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) **DBE Program.** In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

### **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

### **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

### **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.



## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

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

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, 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.*

**State Notice Addendum**

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>

# FOR US, IT'S PERSONAL

Our sustainability  
program updates





**FERGUSON**  
CARES

# EVOLVING FOR A MORE SUSTAINABLE FUTURE

At Ferguson, we're committed to improving our environmental footprint and have the knowledge it takes to help you reduce yours.

Whatever your budget, we can pair you with high-efficiency products that will help you make a difference every day. By offering creative solutions, we can help you find the perfect fit, while protecting our resources for future generations.

We believe in continuous improvement. To learn more about our carbon reduction goals, and the progress we're making, please visit [www.fergusonplc.com/en/sustainability.html](http://www.fergusonplc.com/en/sustainability.html).

“Since we opened our doors in 1953, Ferguson has built strong connections through an unwavering commitment to our customers, associates, suppliers and communities. Now, nearly 70 years later, it's still our people – and their commitment to our customers, reducing our environmental footprint and building a resilient business – that set us apart.”

**Kevin Murphy,**  
Chief Executive Officer,  
Ferguson plc



# OUR ENVIRONMENTAL ROAD MAP



## Our fleet of trucks and vans is essential for getting products to customers on time.

Always looking for ways to use less fuel, we implemented an innovative solution for 50 vehicles, applying regenerative braking technology developed by XL Hybrids. By adding this, we're saving over 22,000 gallons of fuel annually.



## Eduardo Gomez, Dania Enriquez and Teresa Leau – associates in Pomona, California – enlisted the help of Good360 to repurpose discontinued items destined for landfill.

More than 50 toilets and 30 porcelain sinks were sent to help disaster recovery efforts in Florida and areas affected by Hurricane Harvey. These efforts were not a one-off; we are in the process of donating additional products to Good360.



*People are still putting their lives together after the hurricanes. We're happy these products found a second life, helping people who lost their homes to natural disasters."*

**Eduardo Gomez**, Configuration Analyst, Ferguson Pomona, California, branch



## Recycling and fitness don't necessarily go hand in hand – but at Ferguson, they do!

We have high standards for product quality, and our Front Royal Distribution Center associates upcycle water tubing that doesn't make the cut, building hula hoops for local public schools. We've donated more than 3,200 hula hoops over the last 8 years.



# BEING RECOGNIZED FOR SUSTAINABILITY

At Ferguson, we're passionate about great product design.

That's why it was an honor to be awarded Platinum Award for Design Excellence (ADEX) awards for both our Mirabelle and Park Harbor product lines. These awards were presented by ADEX, based on the design and sustainability of our products.

We know that offering a range of products with lower environmental impact is important for our customers, which is why the products in these two ranges champion the use of high-efficiency flushing technologies for our toilets and LED bulbs for lights, which are energy efficient as well as stylish.



Adopted by all United Nations Member States in 2015, the Sustainable Development Goals are a call for action by all countries to promote prosperity while protecting the environment.





# CREATING A BETTER TOMORROW FOR ALL



## SUPPORTING OUR PEOPLE

Our people are our business – they go above and beyond for our customers, and we want to go above and beyond for them.

In times of disaster or emergency need, the Ferguson Family Fund is available to help all Ferguson associates who may be experiencing unfortunate events beyond their reasonable control. Since its inception, this employee assistance fund has granted over \$2 million in financial help to nearly 550 associates and their families impacted by wildfires, hurricanes or other natural disasters.



## SkillsUSA

There is a growing need for trained trade professionals such as plumbers, HVAC technicians, electricians and welders; if unaddressed, there could be more than 30 million unfilled skilled trade jobs by 2020. That's why Ferguson signed a three-year, \$300,000 partnership with SkillsUSA. Together, we want to inspire young people to enter America's skilled workforce.



*“Through our collective efforts, we can positively impact the industry and illustrate the value – both personally and professionally – of a career in the trades.”*

**Kevin Murphy,**  
Chief Executive Officer,  
Ferguson plc




## DIGDEEP

Access to clean, safe drinking water is a basic human right – 1.6 million Americans currently lack access to this necessity. This is a cause close to our hearts at Ferguson. Through a range of Community Plumbing Challenges, we have partnered with DIGDEEP to deliver running water and safe wastewater disposal to our neighbors in need across the United States.







## FEED THE NEED

Over 13 million children in the U.S. don't receive enough nutritious food, and more than half a million people are homeless. For seven years, Ferguson associates have made a difference in their communities through Feed the Need – the company's annual food donation campaign. Last year, they collected over 50,000 pounds of food, providing more than 43,000 meals to local foodbanks.



## HOMES FOR OUR TROOPS

Everyone deserves to be in a home where they can thrive. Homes For Our Troops (HFOT) builds mortgage-free, specially adapted homes for injured veterans. We are proud to be HFOT's official plumbing supplier, as well as supporting them financially. Through local events and volunteering, our associates are empowering veterans to recover and rebuild their lives.

# CREATING A POSITIVE WORKPLACE

People can't do their best work if they don't feel comfortable and supported in their workplace. We strive to create a positive and open culture, attracting passionate people who bring innovative ideas to Ferguson.

Our associates are dedicated to performing their roles as well as they can, and we want them to know their efforts don't go unnoticed. By surveying associate satisfaction on a regular basis, we make sure we know what our people want to get from their experience at Ferguson and what we can do to improve at all levels of our business.



# GET IN TOUCH

For more information on Ferguson's sustainability measures, please reach out to our sustainability team:

[sustainability.team@ferguson.com](mailto:sustainability.team@ferguson.com)

## ABOUT FERGUSON

**Ferguson is a specialist distributor and top-rated wholesale supplier of commercial and residential plumbing with over 1 million customers and 27,000 associates in 1,400+ locations.**

More than just plumbing, we have expertise that spans distribution in multiple businesses, including HVAC/R, waterworks and industrial. Since we began, Ferguson has grown from being a local distributor to an \$18.4 billion company.

Our associates offer customers expert advice and a range of products and services designed to improve their construction, renovation and maintenance projects. Providing world-class customer service is at the core of our business and is demonstrated every day by our knowledgeable associates.

