

**Fortiline Inc. dba Fortiline Waterworks**

**Proposal for**

**Regional 14 Education Service Center  
Underground Water, Sewer, and Storm Utility  
Product**

**Solicitation Number: 32-19**

**Tuesday, November 19<sup>th</sup>, 2019 2:00 pm CST**

# Introduction

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First of all, we greatly appreciate the opportunity to partner with an organization like the NCPA. The procurement process for government entities has changed greatly over the past decade. Technological advances, interconnectedness, and communication improvements have all created a climate of quick and effective purchasing. Volume purchasing, coupled with cooperative marketing, allows government entities to be reached at a far greater pace with more streamlined processes than ever before.

Although we are the third largest underground utility supplier in the United States, we still keep a mindset of a small company. This provides large purchasing power, with nimbleness to adjust to an ever-changing market. Our management structure is relatively flat, providing excellent customer service, without corporate roadblocks. We are growing monthly, and are poised to continue that growth for the foreseeable future.

Thanks again for the opportunity, we look forward to working with you soon.

Bruce Brumbaugh

Sales Representative

# 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 one (1) year with an option to renew annually for an additional four (4) 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 the written estimate of delivery time by the vendor to the entity 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. All deliveries shall be freight prepaid, F.O.B. destination.
  
- ◆ 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 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 to shall include, as a cost of sale to the awarded vendor, 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. For those pricing requiring annual or periodic pricing updates, awarded vendors are expected to provide these changes as submitted.
- 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

- Proposals should address each of the following:
  - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
  - Availability of replacement parts
  - Life expectancy of equipment under normal use
  - Detailed information as to proposed return policy on all equipment
- All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

◆ Administrative Fee

- All pricing submitted to Region 14 ESC shall include the administrative fee to be remitted to NCPA by the awarded vendor.
- The awarded vendor agrees to pay administrative fees to NCPA of **three percent (3%)**.

◆ Audit rights

- Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by any entity that utilizes this Agreement. NCPA and Region 14 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- Region 14 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 14 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 14 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 14 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 14 ESC or NCPA.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all 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.

◆ Licenses and Duty to keep current licenses

- Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 14 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated. Vendor is expected to provide all required license(s) with this RFP response.

◆ 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. No protest shall lie for a claim that the selected Vendor is not a responsible Bidder. 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 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.

◆ Miscellaneous

- 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.

◆ Cancellation for Non-Performance or Contractor Deficiency

- Region 14 ESC may terminate any contract if awarded vendor has not used the contract, or if purchase volume is determined to be low volume in any 12-month period.
- Region 14 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract.
- Region 14 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- ◆ Providing material that does not meet the specifications of the contract;
- ◆ Providing work and/or material that was not awarded under the contract;
- ◆ Failing to adequately perform the services set forth in the scope of work and specifications;
- ◆ Failing to complete required work or furnish required materials within a reasonable amount of time;
- ◆ Failing to make progress in performance of the contract and/or giving Region 14 ESC reason to believe that contractor will not or cannot perform the requirements of the contract;

- Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 14 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of Region 14 ESC on demand.

◆ 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.

**If awarded vendor is going to do business in the State of Arizona, the following terms and conditions shall apply**

◆ Cancellation for Conflict of Interest

- Per A.R.S. 38-511 a School District/public entity may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the School District/public entity is, or becomes at any time while the Contract or an extension the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the awarded vendor receives written notice of the cancellation unless the notice specifies a later time.

◆ Registered Sex Offender Restriction

- Pursuant to this order, the awarded vendor agrees by acceptance of this order that no employee of the awarded vendor or a subcontractor of the awarded vendor, who has been adjudicated to be a registered sex offender, will perform work on any School District's premises or equipment at any time when District students are, or are reasonably expected to be, present. The awarded vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

◆ Contract's Employment Eligibility

- By entering the contract, awarded vendor warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other federal immigration laws and regulations. A School District/public entity may request verification of compliance from any contractor or subcontractor performing work under this contract. A School District/public entity reserves the right to confirm compliance in accordance with applicable laws. Should the School District/public entity suspect or find that the awarded vendor or any of its subcontractors are not in compliance, the School District/public entity 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 awarded vendor. All costs necessary to verify compliance are the responsibility of the awarded vendor.

◆ Terrorism Country Divestments

- Per A.R.S. 35-392, a School District/public entity is prohibited from purchasing from a company that is in violation of the Export Administration Act.

◆ Fingerprint Checks

- If required to provide services on School District/public entity's property, awarded vendor shall comply with A.R.S. 15-511(h).



◆ Indemnification

- Notwithstanding all other provisions of this agreement, School District/public entity does not agree to accept responsibility, waive liability, or indemnify the awarded vendor, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of the awarded vendor, its employees and/or agents.

# 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(s) 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 one (1) year starting from the date of the award. The contract may be renewed for up to four (4) additional one-year terms or any combination of time equally not more than 4 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.
- ◆ 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 and has written approval of NCPA and Region 14ESC.
- ◆ 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 \$10 million 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.
- ◆ 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 respondents 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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- ◆ Product & Services/Pricing (40 points)
  - Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and historical shipping timelines, return and restocking policies and applicable fees, average Fill Rate, shipping charges and other)
  - Competitive Level of Pricing for vendor's available products and services
  - Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others)
  - Evidence of the ability of Respondent(s)' products and services to save members time and money (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others)
  - Other factors relevant to this section as submitted by the responder(s)
  
- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
  - Response to emergency orders & service (e.g.; response time, breadth of service coverage, strength of meeting service and warranty needs of members)
  - Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,)
  - Invoicing process (e.g.; ease of use; transparency, billing resolutions)
  - Respondent(s)' processes, and quality of organizational structure
  - Contract implementation/Customer transition
  - Financial condition of vendor
  - Offeror's safety record (e.g.; benchmarks, lost hours, reporting)
  - Instructional materials and training (e.g.; administrative documentation, internal technical training, training of agencies)
  - Other factors relevant to this section as submitted by the proposer
  
- ◆ References (10 points)
  - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
  
- ◆ Qualification and Experience (15 points)
  - Respondent(s)' reputation in the marketplace
  - Past relationship with Region 14 ESC and/or NCPA members
  - Experience with cooperative selling (e.g.; number of other cooperatives, Exhibited understanding of cooperative purchasing)
  - Experience and qualification of key employees
  - Location and number of sales persons who will work on this contract
  - Marketing plan and capability
  - Past experience working with the government sector
  - Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors

- Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
  - Other factors relevant to this section as submitted by the proposer
- ◆ Value Added Services Description, Products and/or Services (10 points)
- Marketing and agency Training
  - Customer Service
  - Sales force training (e.g.; internal training plan, corporate officer involvement, orientation commitment)
  - Marketing plan and capability (e.g.; contract rollout plan, benchmarks, goals)
  - Green initiative(s) (e.g.; philosophy, certificates, awards)
  - Quality and breadth of value add(s)
  - Other factors relevant to this section as submitted by the proposer

# 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 are guaranteed: **120 days**

Company name Fortiline, Inc. dba Fortiline Waterworks  
Address 7025 Northwinds Drive, NW  
City/State/Zip Concord, NC 28027  
Telephone No. 704-788-9800  
Fax No. 704-788-9894  
Email address bruce.brumbaugh@fortiline.com  
Printed name Richard Linneman  
Position with company Vice President and Assistant Secretary  
Authorized signature 

## Tab 2 – NCPA Administration Agreement

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This Administration Agreement is made as of December 6, 2019, by and between National Cooperative Purchasing Alliance (“NCPA”) and Fortiline, Inc. dba Fortiline Waterworks (“Vendor”).

### Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 6, 2019 referenced as Contract Number 02-76, 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 Underground Water, Sewer and Storm Utility Product .

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 monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15<sup>th</sup>) day after the close of the previous month or 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:

Agency Name	Zip Code	State	RQN Proposal #	Order Date	Internal PO, Job #, FX#, Notes etc.	Sale Amount	Admin Fee (3%)
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**Total** \_\_\_\_\_


- Each month or quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA the administrative fee on the amount of the agency's purchase order less any applicable sales tax and Performance and/or Payment bond cost. Deadline for term of payment will be included in the invoice NCPA provides.
- 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 (4) 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 underreporting 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

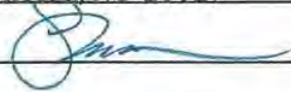
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 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, 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.

**National Cooperative Purchasing Alliance:**

Name: Matthew Mackel  
Title: Director, Business Development  
Address: PO Box 701273  
Houston, TX 77270  
Signature:   
Date: December 6, 2019

**Vendor:**

Fortiline, Inc. dba Fortiline Waterworks

Name: Bruce Brumbaugh  
Title: Sales Representative  
Address: 7025 Northwinds Drive, NW  
Concord, NC 28027  
Signature:   
Date: November 19, 2019

## NCPA Registered Vendor Quotation Number

RFP responders are requested to agree to a quotation number registration program to provide consistency and faster service for our facility awarded vendors, agency members and participants. The process will require Facility Contract holders to register and receive a NCPA Vendor Registered Quotation Number that must be prominently displayed on each proposal(s) that you present to the agencies. The system will track Facility transactions from the initial proposal stage to the completion of each project. NCPA has assembled an experienced Facilities Management Team that stands ready and willing to assist its vendors in providing quality services to the awarded vendor's organization. Failure to receive the Vendor Registered Quotation Number can result in potential delays to your services and the only acceptable proposals need to have a NCPA Vendor Registered Quotation Number.

### NCPA Registered Vendor Quotation Number Process

Fill out the form on the Facilities page at [www.NCPA.us](http://www.NCPA.us)

**\*Click on RQN Logo in the end of the home page and a form will pop up.**

**\* Fill out and submit.**

- All registered vendor quotation number requests must be submitted and a proposal number received before you present it to your potential customer.
- You will have a response with a NCPA Vendor Registered Quotation Number within 5 minutes.
- Include the quotation number on all proposals.

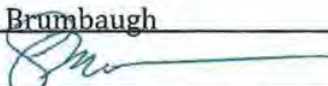
This document acknowledges that you have received and agree to the details, directions and expectations of the NCPA Vendor Registered Quotation Number process.

Date: November 20, 2019

RFP Number: 32-19

Company Name: Fortiline, Inc. dba Fortiline Waterworks

Printed Name: Bruce Brumbaugh

Signature: 

# Tab 3 – Vendor Questionnaire

---

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)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Alabama              | <input type="checkbox"/> Maryland                  | <input checked="" 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 checked="" 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 checked="" 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)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

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 Concord, State of NC

◆ **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:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: \_\_\_\_\_

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: Robin Conner

Title: Accounts Payable Supervisor

Company: Fortiline, Inc. dba Fortiline Waterworks

Address: 7025 Northwinds Drive, NW

City: Concord

State: NC

Zip: 28027

Phone: 704-788-9800

Email: robin.conner@fortiline.com

- Purchase Orders

Contact Person: Bruce Brumbaugh  
 Title: Sales Representative  
 Company: Fortiline, Inc. dba Fortiline Waterworks  
 Address: 7025 Northwinds Drive, NW  
 City: Concord State: NC Zip: 28027  
 Phone: 864-303-5168 Email: bruce.brumbaugh@fortiline.com

- Sales and Marketing

Contact Person: Debby Handolescu  
 Title: Branding & Communications Specialist, Waterworks  
 Company: Morsco, Inc.  
 Address: 15850 N. Dallas Parkway  
 City: Dallas State: TX Zip: 75248  
 Phone: 704-793-8606 Email: dchandolescu@morsco.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
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
  - Yes       No

- ◆ Cooperatives

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

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

## Tab 4 – Vendor Profile

---

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
  - Cities / Counties
  - K-12
  - Higher Education
  - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
  - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



## Vendor Profile

---

❖ Fortiline, Inc. dba Fortiline Waterworks

Fortiline is one of the largest wholesale distributors of underground water, sewer and storm utility products in the United States. Fortiline has 6 branches in North Carolina and 7 in South Carolina. Founded in 1997, Fortiline distributes more than 75,000 SKUs to a diverse base of contractor, developer, and municipal customers. Our vision is to be the number one choice in all markets served, famous for an unrivalled customer and people experience in the industry.

❖ D-U-N-S Number: 82-765-8506

❖ Organization Chart: Please see attachment labeled "Organizational Breakdown"

**Support Center:**

7025 Northwinds Drive, NW

Concord, NC 28027

Contact: Julie Cline

Title: Municipal Support Manager

Email: [julie.cline@fortiline.com](mailto:julie.cline@fortiline.com)

Phone: 704-788-9813





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### **North Carolina**

#### **Asheville**

1260 Sweeten Creek Rd.  
Asheville, NC 28803  
Contact: Cameron Young  
Email: cameron.young@fortiline.com  
Phone: 828-277-8510

#### **Charlotte**

7021 Old Statesville Road  
Charlotte, NC 28269  
Contact: Matt Robinson  
Email: matt.robinson@fortiline.com  
Phone: 704-921-3004

#### **Fayetteville**

324 East Mountain Dr.  
Fayetteville, NC 28306  
Contact: Jerry Morris  
Email: Jerry.morris@fortiline.com  
Phone: 910-425-8100

#### **Greensboro**

307 S Regional Rd.  
Greensboro, NC 27409  
Contact: Tripp G. Nelson  
Email: tripp.nelson@fortiline.com  
Phone: 336-605-1919

#### **Raleigh**

31 Rupert Road  
Raleigh, NC 27603  
Contact: Cooper Lott  
Email: cooper.lott@fortiline.com  
Phone: 919-77-7266

#### **Wilmington**

3321 US Highway 421 North  
Wilmington, NC 28401  
Contact: Pryor Tatum  
Email: pryor.tatum@fortiline.com  
Phone: 910-386-4221

### **South Carolina**

#### **Charleston**

4301-B Arco Lane  
North Charleston, SC 29418  
Contact: Jim Futch  
Email: jim.futch@fortiline.com  
Phone: 843-614-6190

#### **Columbia**

120 N. Shorecrest Road  
Columbia, SC 29209  
Contact: Kyle Twedt  
Email: kyle.twedt@fortiline.com  
Phone: 803-783-5511



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**Greenville**

28 AD Asbury  
Greenville, SC 29605  
Contact: Dylan Young  
Email: [dylan.young@fortiline.com](mailto:dylan.young@fortiline.com)  
Phone: 964-299-0755

**Lexington**

221 Laurel Road  
Lexington, SC 29073  
Contact: Kyle Twedt  
Email: [kyle.twedt@fortiline.com](mailto:kyle.twedt@fortiline.com)  
Phone: 803-359-7213

**Myrtle Beach**

1090-B Tidewater Rd.  
Myrtle Beach, SC 29579  
Contact: Phil Ellis  
Email: [phi.ellis@fortiline.com](mailto:phi.ellis@fortiline.com)  
Phone: 843-504-3310

**Rock Hill**

1210 Red River Road  
Rock Hill, SC 29730  
Contact: Matthew Robinson  
Email: [matt.robinson@fortiline.com](mailto:matt.robinson@fortiline.com)  
Phone: 803-985-8888

**Sumter**

915 Oswego Hwy  
Sumter, SC 29153  
Contact: Ricky Weatherly  
Email: [ricky.weatherly@fortiline.com](mailto:ricky.weatherly@fortiline.com)  
Phone: 803-418-5111



- ❖ Standard Payment Terms: Net 30
  
- ❖ Competition:
  - Ferguson Waterworks
  - Core & Main
  
- ❖ Annual Municipal Sales:
  - As we are a privately held company, we do not disclose our sales volume. -In general, we sell tens of millions to the public sector.
  - We do not break down sales between types of government entities, so this information is not available.
  
- ❖ Differentiation of Fortiline to its competitors:
  - Please see Tab 8 item labeled “Company Overview”
  
- ❖ Marketing Plan:
  - Our plan is multi-faceted, approaching the market from different angles.
  - First, Fortiline plans to, with NCPA’s agreement, utilize their logo, and links to their company throughout our existing marketing ventures. This would include publications (Rural Water, AWWA, etc.) that Fortiline already currently utilize ad space.
  - We would actively promote NCPA throughout our extensive yearly trade show opportunities. These include water, sewer, storm, treatment plant, safety, and erosion trade shows, being local, state, and national.
  - In a more grassroots effort, we would have our massive sales team physically promote NCPA on their current sales routes.
  
- ❖ Introduction of NCPA to Fortiline:
  - The Fortiline team has been working successfully with the NCPA for the last 5 years. No introduction needed.
  
- ❖ Online Ordering:
  - Please see tab 8 item “Company Overview” section titled “Technology”



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❖ Customer Service:

- Please see “Company Overview”
- We are open from 7AM-5PM local time at each of our brick and mortar locations. We are available after hours via email and assigned point of contact to each customer
- See above listing of physical locations

❖ Green Initiatives:

- We are not a manufacturing company, and thus do not have any “green manufacturing” practices
- We take every effort to recycle at our local branches
- We utilize a fleet of mostly propane fueled fork trucks to minimize our carbon footprint
- We utilize GPS systems to route our trucks, creating the most efficient and emission-saving routes
- We make an effort to procure materials from manufacturers that participate actively in green initiatives
- We actively push automated metering systems, regulating valves, and grey water piping to our customers in order to further green initiatives

❖ Vendor Certifications:

Please see attached licenses.



# NORTH CAROLINA

## Department of The Secretary of State

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### AMENDED CERTIFICATE OF AUTHORITY

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify that

**FORTILINE, INC.**

is hereby issued an Amended Certificate of Authority evidencing its name change from **MSC WATERWORKS COMPANY, INC.**. A copy of the application for an amended certificate of authority conforming to the requirements of the general statutes of North Carolina is attached.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 13th day of June, 2012

*Elaine F. Marshall*

Secretary of State

State of North Carolina  
 Department of the Secretary of State

C201215900445

## APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY

Pursuant to §55-15-04 of the General Statutes of North Carolina, the undersigned corporation hereby applies for an Amended Certificate of Authority to transact business in the State of North Carolina and for that purpose submits the following statement.

1. The name of the corporation is: MSC Waterworks Company, Inc.
2. The name the corporation is currently using in the State of North Carolina is:  
MSC Waterworks Company, Inc.
3. The state or country of incorporation is: South Carolina
4. The date the corporation was authorized to transact business in the State of North Carolina is:  
9/2/1997
5. This application is filed for the following reason (*complete all applicable items*):
  - a. The corporation has changed its corporate name to:\*  
Fortline, Inc.
  - b. The name the corporation will hereafter use in the State of North Carolina is changed to:  
Fortline, Inc.
  - c. The corporation has changed its period of duration to: \_\_\_\_\_
  - d. The corporation has changed the state or country of its incorporation to: \_\_\_\_\_
6. Attached is a certificate attesting to the change, duly authenticated by the secretary of state or other official having custody of corporate records in the state of country of incorporation.
7. If the corporation is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its board of directors, certified by its secretary, adopting the fictitious name is attached.
8. This application will be effective upon filing, unless a date and/or time is specified: \_\_\_\_\_

This the 5 day of JUNE, 2012

Fortline, Inc.

Elizabeth W. Rhodes  
 Name of Corporation  
 Signature

Elizabeth W. Rhodes, VP of Corporate Initiatives  
 Type or Print Name and Title

## NOTES:

1. Filing fee is \$75. This application must be filed with the Secretary of State.
2. \* If the name of the corporation as changed is unavailable for use in North Carolina, indicate this fact and state the name the corporation wishes to use in North Carolina on 5b. (See NCGS §55-15-06)

(Revised January 2000)

(Form B-10)

## Instructions for Filing

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

JUN 0 1 2012

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

ARTICLES OF AMENDMENT

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant Section 33-10-106 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

- 1. The name of the corporation is MSC Waterworks Company, Inc.
- 2. Date of Incorporation March 25, 1986
- 3. Agent's Name and Address National Corporate Research, Ltd., 2 Office Park Ct., Ste 103, Columbia, SC
- 4. On June 1, 2012, the corporation adopted the following Amendment (s) of its Articles of Incorporation: (Type or attach the complete text of each Amendment)

1. The name of the corporation is Fortiline, Inc.

- 5. The manner, if not set forth in the Amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the Amendment shall be effected, is as follows: (if not applicable, insert "not applicable" or "NA").

N/A

- 6. Complete either "a" or "b", whichever is applicable.
  - a.  Amendment(s) adopted by shareholder action.  
At the date of adoption of the Amendment, the number of outstanding shares of each voting group entitled to vote separately on the Amendment, and the vote of such shares was:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against
1	235,500	235,500	235,500	235,500	

120601-0267  
FORTILINE, INC.

FILED: 06/01/2012

Filing Fee: \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

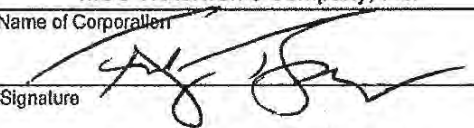
MSC Waterworks Company, Inc.  
Name of Corporation

\*NOTE: Pursuant to Section 33-10-106(6)(i) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of disputed shares cast for the amendment by each voting group together with a statement that the number of cast for the amendment by each voting group was sufficient for approval by that voting group.

- b.  The Amendment(s) was duly adopted by the incorporators or board of directors without shareholder approval pursuant to Section 33-6-102(d), 33-10-102 and 33-10-105 of the 1976 South Carolina Code of Laws, as amended, and shareholder action was not required.
- 7. Unless a delayed date is specified, the effective date of these Articles of Amendment shall be the date of acceptance for filing by the Secretary of State (See Section 33-1-230(b) of 1976 South Carolina Code of Laws, as amended) \_\_\_\_\_

Date June 1, 2012 +

MSC Waterworks Company, Inc.  
Name of Corporation

  
Signature

Timothy Tysinger, President +  
Type or Print Name and Office

**FILING INSTRUCTIONS**

- 1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
- 2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
- 3. Filing fees and taxes payable to the Secretary of State at time of filing application.

Filing Fee	\$10.00
Filing tax	\$100.00
Total	\$110.00

Return to: Secretary of State  
1205 Pendleton Street, Suite 525  
Columbia, SC 29201





# NORTH CAROLINA

## Department of the Secretary of State

---

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### ARTICLES OF AMENDMENT

OF

### MSC WATERWORKS, LLC WHICH CHANGED ITS NAME TO FORTILINE, LLC

the original of which was filed in this office on the 7th day of June, 2012.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 21st day of June, 2012.

*Elaine F. Marshall*

Secretary of State

Certification# C201215700018-1 Reference# C201215700018-1  
Verify this certificate online at [www.secretary.state.nc.us/verification](http://www.secretary.state.nc.us/verification)

SOSID: 0492040  
Date Filed: 6/7/2012 9:07:00 AM  
Elaine F. Marshall  
North Carolina Secretary of State  
C201215700018

State of North Carolina  
Department of the Secretary of State

Limited Liability Company  
AMENDMENT OF ARTICLES OF ORGANIZATION

Pursuant to §57C-2-22 of the General Statutes of North Carolina, the undersigned limited liability company hereby submits the following Articles of Amendment for the purpose of amending its Articles of Organization.

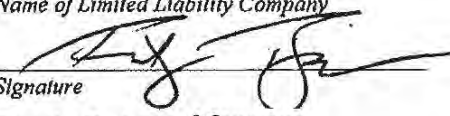
- 1. The name of the limited liability company is: MSC Waterworks, LLC.
- 2. The text of each amendment adopted is as follows (attach additional pages if necessary):

RESOLVED, that the Articles of Organization (the "Articles") of the limited liability company be amended as follows, by deleting Article 1 and inserting, in lieu thereof, the following text:

"1. The name of the limited liability company is Fortiline, LLC."

- 3. (Check either a or b, whichever is applicable)
  - a.  The amendment(s) was (were) duly adopted by the unanimous vote of the organizers of the limited liability company prior to the identification of initial members of the limited liability company.
  - b.  The amendment(s) was (were) duly adopted by the unanimous vote of the members of the limited liability company or was (were) adopted as otherwise provided in the limited liability company's Articles of Organization or a written operating agreement.
- 4. These articles will be effective upon filing, unless a date and/or time is specified: \_\_\_\_\_

This the 1st day of June, 20 12

MSC Waterworks, LLC  
*Name of Limited Liability Company*  
  
*Signature*  
Timothy Tysinger, Manager  
*Type or Print Name and Title*

NOTES:

- 1. Filing fee is \$50. This document must be filed with the Secretary of State.

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

CERTIFIED TO BE A TRUE AND CORRECT  
COPY WHEN FROM AND COMPARED WITH  
ORIGINAL ON FILE IN THIS OFFICE

ARTICLES OF AMENDMENT

JUN 01 2012

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant Section 33-10-106 of the 1976 South Carolina Code of Laws, as amended, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the corporation is MSC Waterworks Company, Inc.
2. Date of Incorporation March 25, 1986
3. Agent's Name and Address National Corporate Research, Ltd., 2 Office Park Ct., Ste 103, Columbia, SC
4. On June 1, 2012, the corporation adopted the following Amendment (s) of its Articles of Incorporation: (Type or attach the complete text of each Amendment)

1. The name of the corporation is Fortiline, Inc.

5. The manner, if not set forth in the Amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the Amendment shall be effected, is as follows: (if not applicable, insert "not applicable" or "NA").

N/A

6. Complete either "a" or "b", whichever is applicable.

- a.  Amendment(s) adopted by shareholder action.  
At the date of adoption of the Amendment, the number of outstanding shares of each voting group entitled to vote separately on the Amendment, and the vote of such shares was:

Voting Group	Number of Outstanding Shares	Number of Votes Entitled to be Cast	Number of Votes Represented at the meeting	Number of Undisputed* Shares	
				For	or Against
1	235,500	235,500	235,500	235,500	

120601-0257  
FORTILINE, INC.

FILED: 06/01/2012

Filing Fee: \$110.00 ORIG

Mark Hammond


South Carolina Secretary of State

MSC Waterworks Company, Inc.

Name of Corporation

\*NOTE: Pursuant to Section 33-10-106(6)(i) of the 1976 South Carolina Code of Laws, as amended, the corporation can alternatively state the total number of disputed shares cast for the amendment by each voting group together with a statement that the number of cast for the amendment by each voting group was sufficient for approval by that voting group.


- b.  The Amendment(s) was duly adopted by the incorporators or board of directors without shareholder approval pursuant to Section 33-6-102(d), 33-10-102 and 33-10-105 of the 1976 South Carolina Code of Laws, as amended, and shareholder action was not required.
7. Unless a delayed date is specified, the effective date of these Articles of Amendment shall be the date of acceptance for filing by the Secretary of State (See Section 33-1-230(b) of 1976 South Carolina Code of Laws, as amended) \_\_\_\_\_

Date June 1, 2012 

MSC Waterworks Company, Inc.

Name of Corporation

Signature 

Timothy Tysinger, President 

Type or Print Name and Office

**FILING INSTRUCTIONS**

1. Two copies of this form, the original and either a duplicate original or a conformed copy, must be filed.
2. If the space in this form is insufficient, please attach additional sheets containing a reference to the appropriate paragraph in this form.
3. Filing fees and taxes payable to the Secretary of State at time of filing application.

Filing Fee	\$10.00
Filing tax	\$100.00
<b>Total</b>	<b>\$110.00</b>

Return to: Secretary of State  
1205 Pendleton Street, Suite 525  
Columbia, SC 29201

RETAIL LICENSE

STATE OF SOUTH CAROLINA

DEPARTMENT OF REVENUE  
RETAIL LICENSE



THIS LICENSE MUST  
BE PUBLICLY  
DISPLAYED AS  
PROVIDED BY LAW

THIS LICENSE IS NEITHER  
TRANSFERABLE NOR  
ASSIGNABLE  
BEFORE POSTING READ  
INSTRUCTIONS BELOW

ST-1  
(Rev. 3/25/14)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
3270 ASSOCIATE DR STE B  
CHARLESTON, SC 29418

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 5012369008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE  
EFFECT  
DATE

LICENSE NUMBER	
CO.	SERIAL
010096353	
MULTIPLE NUMBER	
444190	
08/01/2006	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 01009635-3      SID # 1420045-010      MUNICIPALITY N CHARLESTON (CHARLESON)      2656

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP (Also complete C-278)

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME (Also complete SC-8822)

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822.

IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME \_\_\_\_\_

DATE BUSINESS MOVED \_\_\_\_\_

NEW LOCATION ADDRESS \_\_\_\_\_

BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

NEW TELEPHONE NUMBER \_\_\_\_\_



INSTRUCTIONS

This is your new license. Please fold on the above perf marks and display in a conspicuous place.

If you have any questions concerning this license, please call the SC Department of Revenue (803) 896-1350.

If the business is closed, moved, or sold, please complete the form above and return it with the original license to:

SC Department of Revenue, Registration Unit  
300A Outlet Pointe Blvd., PO Box 125, Columbia, SC 29214

RETAIL LICENSE

STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
RETAIL LICENSE



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PROVIDED BY LAW

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ASSIGNABLE  
BEFORE POSTING READ  
INSTRUCTIONS BELOW

ST-1  
(Rev. 9/242010)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
7325 OLD STATESVILLE RD  
CHARLOTTE, NC 28269-3730

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3252599008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

LICENSE NUMBER	
CO.	SERIAL
099392614	
MULTIPLE NUMBER	
INDUSTRY TYPE EFFECT DATE	444190 02/01/2007

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 09939261-4 SID # 1420045-009

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822.

IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME \_\_\_\_\_ DATE BUSINESS MOVED \_\_\_\_\_

NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



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If the business is closed, moved, or sold, please complete the form above and return it with the original license to:

SC Department of Revenue, Registration Unit  
301 Gervais Street, PO Box 125, Columbia, SC 29214

50001015

RETAIL LICENSE

STATE OF SOUTH CAROLINA  
DEPARTMENT OF REVENUE  
RETAIL LICENSE



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ST-1  
(Rev. 9/242010)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
120 N SHORECREST RD  
COLUMBIA, SC 29209-4545

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3252426008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE ▶ 423490  
EFFECT  
DATE ▶ 04/15/1986

LICENSE NUMBER	
CO.	SERIAL
040400761	
MULTIPLE NUMBER	
423490	
04/15/1986	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 04040076-1 SID # 1420045-000

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822.

IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME \_\_\_\_\_ DATE BUSINESS MOVED \_\_\_\_\_

NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



50001015

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RETAIL LICENSE

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5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
12 GREENCOVE DR  
GREENVILLE, SC 29605-4938

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3252368008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE  
EFFECT  
DATE

LICENSE NUMBER	
CO.	SERIAL
023588501	
MULTIPLE NUMBER	
453998	
04/01/1994	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 02358850-1 SID # 1420045-003

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822.

IF BUSINESS IS MOVED OR THE TRADE NAME IS CHANGED, GIVE THE:

NEW TRADE NAME \_\_\_\_\_ DATE BUSINESS MOVED \_\_\_\_\_

NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



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301 Gervais Street, PO Box 125, Columbia, SC 29214



RETAIL LICENSE

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ST-1  
(Rev. 9/242010)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
RR 2 BOX 58  
NORTH MYRTLE BEACH, SC 29582-9802  
LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3252406008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE } 453998  
EFFECT }  
DATE } 04/27/1988

LICENSE NUMBER	
CO.	SERIAL
026286590	
MULTIPLE NUMBER	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 02628659-0 SID # 1420045-001

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822.

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NEW TRADE NAME \_\_\_\_\_ DATE BUSINESS MOVED \_\_\_\_\_

NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



50001015

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ST-1  
(Rev. 9/24/2010)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
1210 RED RIVER RD  
ROCK HILL, SC 29730-7440

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3252454008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE ▶ 453998  
EFFECT  
DATE ▶ 08/15/1997

LICENSE NUMBER	
CO.	SERIAL
046226751	
MULTIPLE NUMBER	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 04622675-1 SID # 1420045-004

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OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME

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NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



50001015

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ST-1  
(Rev. 9/242010)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
3223 HAWKINS AVE  
SANFORD, NC 27330-6940

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3397557008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE ▶  
EFFECT  
DATE ▶

LICENSE NUMBER	
CO	SERIAL
099214200	
MULTIPLE NUMBER	
453998	
08/15/1997	

TRADE NAME AND MAILING ADDRESS

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EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 09921420-0      SID # 1420045-005

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IF THERE ARE ANY QUESTIONS REGARDING THIS LICENSE, CONTACT THIS DIVISION AT (803) 896-1350

OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

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CHANGE OF ADDRESS AND/OR TRADE NAME

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NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



50001015

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(Rev. 9/242010)  
5000

OWNER NAME BUSINESS LOCATION: FORTILINE INC  
5750 BROAD ST  
SUMTER, SC 29154-1320

LICENSE MUST BE RETURNED  
FOR ALL CHANGES AND/OR  
CLOSE OF BUSINESS

TRREG 3252445008



FORTILINE INC  
7025 NORTHWINDS DR NW  
CONCORD NC 28027-3334

INDUSTRY  
TYPE ▶  
EFFECT  
DATE ▶

LICENSE NUMBER	
CO.	SERIAL
043168865	
MULTIPLE NUMBER	
453998	
09/17/1999	

TRADE NAME AND MAILING ADDRESS

THIS LICENSE IS VALID FOR ABOVE LOCATION ONLY. CHANGE OF LOCATION OR OWNERSHIP REQUIRES NEW LICENSE.

EACH PLACE OF BUSINESS MUST BE LICENSED SEPARATELY

File # 04316886-5 SID # 1420045-007

This retail license is issued pursuant to Article 5, Chapter 36, Title 12, Code of Laws of South Carolina, 1976, as amended. The retail license is valid so long as the person to whom it is issued continues in the same business at the same location as shown on license, unless revoked by the Department of Revenue for cause. It is presumed that a retailer is not continuing in the same business and must surrender the retail sales license if the retailer has no retail sales for twenty-four consecutive months. To allow the license to remain valid, the retailer may submit an affidavit to the department swearing that the business is continuing. If the business is closed, moved or sold, the licensee must complete the questions listed below and return this license to the S.C. Department of Revenue, PO Box 125, Columbia, SC 29214.

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OUT OF BUSINESS OR CHANGE OF OWNERSHIP

DATE OF CLOSING OR SALE \_\_\_\_\_

NEW FIRM NAME \_\_\_\_\_

NEW OWNER'S NAME OR NAMES \_\_\_\_\_

CHANGE OF ADDRESS AND/OR TRADE NAME

IF BUSINESS LOCATION CHANGES, RETURN THIS LICENSE AND COMPLETE CHANGE OF ADDRESS/BUSINESS LOCATION FORM SC8822.

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NEW LOCATION ADDRESS \_\_\_\_\_ BUSINESS MUNICIPAL LIMITS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ NEW TELEPHONE NUMBER \_\_\_\_\_



INSTRUCTIONS

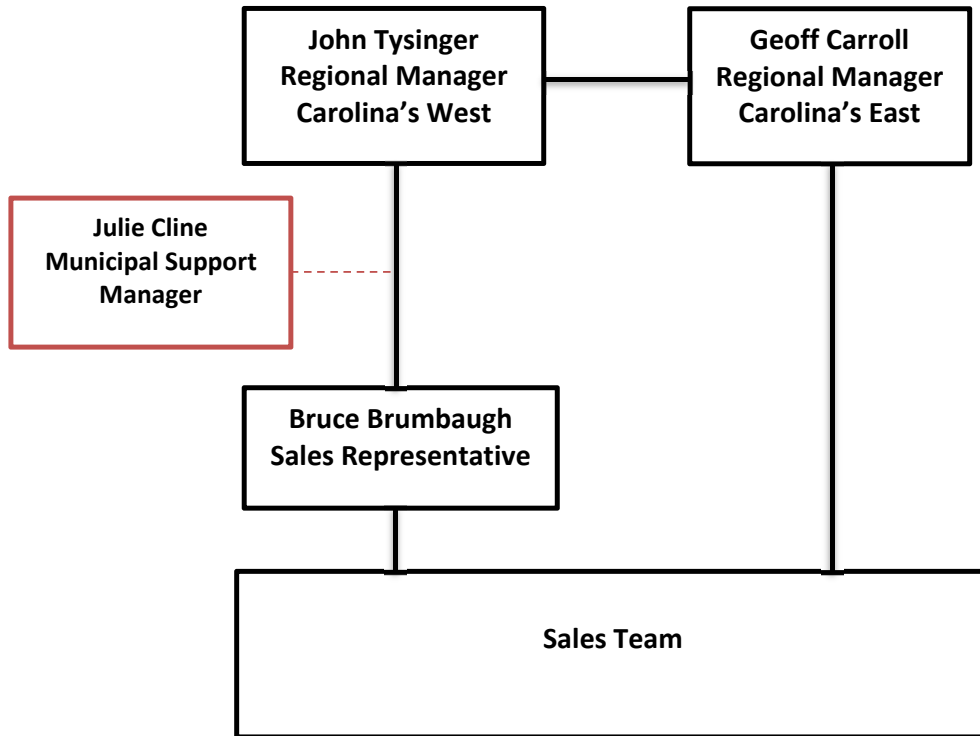
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301 Gervais Street, PO Box 125, Columbia, SC 29214

## Organizational Breakdown



## Tab 5 – Products and Services

---

- ◆ 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.
  
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:
  - Stormwater Products
    - Pipe and Fittings
    - Drainage Structures
    - Storm Chambers
    - Reinforced Concrete Pipe
    - Precast Concrete Structures
    - Manhole/Catch Basin Frame and Grates/Covers
    - Channel/Trench Drains
    - ADS/NDS Plastic Basins
    - Corrugated Metal Pipe
    - Slotted Drains
    - Inserta Tee
    - Saddle Tee
  
  - Water Quality/Erosion Control Products
    - Water Quality Units
    - Water Quality Devices
    - Inlet Filters
    - Inlet Protection Products
    - Erosion Control Blankets
    - Coir Fiber Mats
    - Coir Fiber Baffles
    - Turf Reinforcement Mats
    - Geotextiles
    - Geogrids
    - Staples, Stakes and Fabric Pins
    - Turbidity Curtains
    - Wattles; Sediment Logs
    - Silt Fence
    - Snouts

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.



## Products and Services

---

The products and services are only representative of a handful of our standard product lines. It is very rare for a manufacturer to sell at the same pricing nation-wide, and thus we would be able to offer a much larger scope based on geography. The pricing you have included accounts for a large percentage of the water, sewer, and storm markets nationally. Please feel free to contact us regarding any specific area or product in consideration.



# Tab 8 – Value Added Products and Services

---

- ◆ 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.

## COMPANY OVERVIEW

### **Background**

---

Fortiline was formed in 1997 with the sole purpose of offering contractors and municipalities a better source for underground utility supplies. Specifically, we distribute underground utility products for installation in both the public and private sectors. We believe that this specialization - doing one thing and doing it well - is the key to our superior service. Fortiline's vision is to be the number one choice in all markets served, famous for an unrivalled customer and people experience in the industry.

### **Locations**

---



Fortiline has 13 physical locations in the Carolina's. We support customers and jobs across North and South Carolina through our network of vendor and shipping partners.

### **Materials**

---

Fortiline has partnered with only the best utility manufacturers in the country to stock millions of dollars in inventory of water, sewer, storm, erosion, and treatment plant materials. We only partner with manufacturers who are committed to servicing the customer as well as we do. Fortiline's line card is attached, however is by no means all-inclusive, as we add products to our inventory daily.

## **Delivery**

---

Fortiline maintains a fleet of delivery trucks, ranging from full-size tractor trailers to standard pickup trucks. All vehicles are equipped with GPS tracking, which can pinpoint where materials are en route. Fortiline also has integrated shipping partners who can deliver products where and when our customers need them, from standard ground to next-day air.

## **Staff**

---

Fortiline employees more than 650 people who share the company vision. Each Fortiline branch has a Warehouse Manager who dispatches and controls all deliveries and directs orders and shipments as they arise. Our warehouse staff is as friendly as they are knowledgeable. We also have a solid Inside Sales staff that helps coordinate purchases and sales, and offers general customer service. Our Branch Managers oversee the entire operation at each of our 34 locations. Regional Managers are strategically located throughout our footprint to supervise multiple branches and coordinate operations. Individual groups within the Fortiline family include Municipal, Treatment Plant, and Stormwater, and all have managers overseeing the group's success. Finally, our Corporate Office team manages Fortiline's overall operations on a national level.

## **Technology**

---

Any company preparing for future success must make personnel and financial commitments in the IT space. Fortiline is no exception and we maintain a staff of the most talented IT professionals in the industry. Fortiline utilizes an elite inventory management program called Mincron. To enhance Fortiline's capabilities and growth potential, we have invested in a team of in-house Mincron code programmers, who can customize our system to match our needs. This makes us agile, flexible, and most importantly, timely, as it allows us to create customized solutions to fit our customers' requests. Fortiline also has invested in a data analytics application, which can create customized sales reports, itemized charts, or virtually any other customer-desired analytics.

## **Accounts**

Each of Fortiline's accounts is assigned a number of key contacts, with one designated Fortiline employee serving as a primary contact. This person oversees the entire account process and dedicates as much time as necessary to handle all customer requests. The account also has a specific Customer Service Representative who is knowledgeable in any and all activity relating to the account. The Account Manager personally oversees the entire account service process.



Fortiline understands the attention that is needed by accounts, and all accounts are handled with the personal service deserving of such a meaningful partner. The team dedicated to the account will provide turnkey provision from start to finish.

## Tab 9 – Required Documents


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- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

## 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>Fortiline, Inc. dba Fortiline Waterworks</u>
Print Name	<u>Bruce Brumbaugh</u>
Address	<u>7025 Northwinds Drive, NW</u>
City, State, Zip	<u>Concord, NC 28027</u>
Authorized signature	<u></u>
Date	<u>November 19, 2019</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 statutes 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

November 19, 2019

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

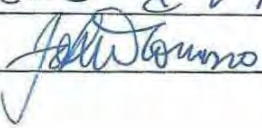
I affirm under penalty of perjury of the laws of the State of Texas that:

(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 Fortiline, Inc. dba Fortiline Waterworks  
Address 7025 Northwinds Drive, NW  
City/State/Zip Concord, NC 28027  
Telephone No. 704-788-9800  
Fax No. 704-788-9898  
Email address \_\_\_\_\_  
Printed name JOHN TOMASSO  
Position with company SEC & VP  
Authorized signature 



## **FEMA Standard Terms and Conditions Addendum for Contracts and Grants**

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
  - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
  - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
  - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
  - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
  - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
  - f. 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 (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
  - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
  - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
    - 1) The copyright in any work developed under a grant or contract; and
    - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

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

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

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) 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 Public Agency, the FTA Administrator, 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 work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard 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.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).*

### **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 implementing requirements FTA may issue.
- 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 in the future 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.
  - 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.

- 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, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, 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, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, 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 perform any act, fail to perform any act, or refuse to comply with any public agency requests that would 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 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/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

<https://sos.oregon.gov/blue-book/Pages/state.aspx>

<https://portal.ehawaii.gov/government/>

<https://access.wa.gov/governmentagencies.html>