



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 12/15/2022

**File ID:** TMP-2395

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into agreements with the low bidders meeting specifications as outlined in the attached Summary of Bids for Acceptance.

Resolution No.

**Does this item need to be published?** No

If yes, please list preferred date(s) of publication: \_\_\_\_\_

**Finance Information:**

**Account Number:** See additional comments below.

**City Cost Amount:** \$ Various based on Contract pricing structures.

**Total Cost:** \$ Various based on Contract pricing structures.

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location:** (list below)

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Standard periodic bid utilizes by various departments.

Update of Bids:

Swarco Industries LLC - Traffic Striping & Marking Materials (Traffic Engineering)

Ennis-Flint, Inc. - Traffic Striping & Marking Materials (Traffic Engineering)

Texas Wire and Cable LLC - Traffic Signal Cable (Traffic Engineering)

Clyde Armory, Inc. - SWAT Rifles (Police) \$30,843.00

TJM Tire LLC dba Kelly's Tire Service - Tires and Tire Repair

Mobile Communications America, Inc. - Automotive Lighting Associated Equipment & Installation/Removal Services

**RESOLUTION NO. 22 - \_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:**

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Swarco Industries LLC	Traffic Striping and Marking Materials	One Year W/Extensions
Ennis-Flint, Inc.	Traffic Striping and Marking Materials	One Year W/Extensions
Texas Wire and Cable LLC	Traffic Signal Cable	One Year W/Extensions
Clyde Armory, Inc.	SWAT Rifles	One Year W/Extensions
TJM Tire LLC dba Kelly's Tire Service	Tires and Tire Repair	One Year W/Extensions
Mobile Communications America, Inc.	Automotive Lighting, Assoc. Equip & Installation/Removal Services	One Year W/Extensions

**ADOPTED** this the 15th day of December, 2022.

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President of the City Council of the City of  
Huntsville, Alabama

**APPROVED** this the 15th day of December, 2022.

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Mayor of the City of Huntsville, Alabama



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 11/30/22  
FROM: Melinda Mills DEPT: Traffic Engineering  
BID #: 10-2023-75 COMMODITY/SERVICE: Traffic Striping & Marking Materials

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Swarco Industries LLC

RECOMMENDATION: Traffic Engineering has reviewed all bids submitted and recommends  
Section 6 be awarded to Swarco Industries LLC.

DESCRIPTION	PRICE	UOM	COMMENT
Section 6, Glass Spheres / Beads	.485	LB	
Funding Sources			
1000-75-75200-515340-00000000			
3020-75-00000-529000-00000000			
Various Engineering Dept Project Accounts			

INITIAL PURCHASE: As Needed  
FUNDING SOURCE: See above note  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

NICHOLAS T NENE  
Digitally signed by NICHOLAS T NENE  
Date: 2022.11.30 12:19:34 -06'00'

11/30/22

Department Head

Date

Tamara M. Yancy  
Digitally signed by Tamara M. Yancy  
Date: 2022.12.01 09:42:28 -06'00'

12/1/2022

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)



# HUNTSVILLE

Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids Traffic Striping and Marking Materials**

Invitation for Bid #:	10-2023-75
Issue Date:	October 31, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is Required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 15, 2022 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a>
IFB Closing Date:	November 22, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a> (256) 427-5056 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Traffic Striping and Marking Materials 2023

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision shall be cause for rejection of the bid as non-responsive.

	Specification	Vendor Compliance	
		YES	NO
<b>I.</b>	<b>General</b>		
1.1	The following are considered minimum specifications and bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision will be cause for rejection of the bid.	x	
1.2	These specifications are intended to describe TRAFFIC STRIPING AND MARKING MATERIALS manufactured as required by the Manual of Uniform Traffic Control Devices, standards, and meeting the latest edition State of Alabama Department of Transportation Specifications for Highway Construction and latest edition of AASHTO.	x	
1.3	All prices F.O.B. Traffic Engineering, 2100 Clinton Avenue, Huntsville, Alabama 35805	x	
1.4	For award of bid, the lowest bid is defined as that bid that is the lowest individually for each of the seven sections of the bid. (Section 2-8).	x	
1.5	City of Huntsville intends on awarding to one or multiple vendors based on lowest bid for each of the seven sections of the bid. (Section 2-8).	x	
1.6	Any bidder may no bid any item, but in order to be considered for award of one of the eight sections of the bid, the bidder must bid every line item in a section.	x	
1.7	Warranty statements shall be provided.	x	
1.8	Successful bidder shall have a minimum of five (5) year experience in the manufacturing of items in this bid. Vendor may be required to demonstrate the ability to successfully manufacture one or more specific items as requested by City of Huntsville. If required to provide specific items, the vendor/bidder will have fifteen (15) calendar days from date of request from City of Huntsville to provide the sample item requested.	x	
<b>II.</b>	<b>Preformed Thermoplastic Pavement Markings</b>	<b>YES</b>	<b>NO</b>
	Premark heavy-duty intersection grade material or equal.	x	
2.1	Markings material shall be high-performance retroreflective preformed thermoplastic pavement markings for heavy traffic locations where maximum wear and tear will be experienced.	x	
2.2	Markings shall have uniformly distributed glass beads throughout the material so as the marking wears new beads are exposed.	x	
2.3	Markings shall be able to be applied at any road or air temperature.	x	
2.4	There shall be no preheating of the pavement to a specific temperature prior to application of the material.	x	
2.5	There shall be regularly spaced indents which shall provide a visual cue during application that the material has reached a molten state that will indicate satisfactory adhesion and proper bead embedment. The indents also shall provide a post application visual cue that the application procedures have been followed.	x	
2.6	Line Legends and Arrows are to be 125 mil thickness to ensure their desired service life and cost effectiveness.	x	
2.7	Material shall be available in 3 foot lengths and widths from 4 inches up to 24 inches.	x	
2.8	Bike Lane Markings shall provide a safe skid resistant and maximum retroreflective appearance.	x	

2.9	Bike Lane Markings shall be provided in a 90 mil thickness to minimize any rumble effect for bicyclists.	x	
2.10	Accessibility Markings shall be durable enough to last 6-8 times longer than painted surfaces. High visibility markings shall be ADA compliant and offer high skid resistance.	x	
<b>III.</b>	<b>Grandular Powdered Form Thermoplastic</b>	<b>YES</b>	<b>NO</b>
	Tuffline White Alkyd Modified Maleic Glycerol Ester of Rosin Thermoplastic Traffic Marking Material or Equal	x	
3.1	Product shall be durable thermoplastic pavement marking material that is oil and grease resistant.	x	
3.2	Product shall have Maleic modifications to the base resin that impart polar characteristics to the thermoplastic system which promote excellent retention of glass spheres.	x	
3.3	The conventional aliphatic C-5 hydrocarbon thermoplastic systems are not acceptable.	x	
3.4	Cold flow properties of are required to provide resistance to freeze thaw cracking.	x	
3.5	Color excellence, fluidity and heat stability using conventional application equipment with application over existing hydrocarbon and alkyd thermoplastic pavements markings is required.	x	
<b>IV.</b>	<b>Super Bundy Pads and Bituminous Adhesives</b>	<b>YES</b>	<b>NO</b>
4.1	Super Bundy pads 8" x 8" in packs of 80 shall adhere to large objects on horizontal surfaces.		x
4.2	Super Bundy pads shall hold delineator posts, wheel stops, ceramic markers and raised pavement markers solidly in place under normal to heavy traffic conditions.		x
4.3	Bituminous adhesive shall be provided in 55 lb blocks.		x
4.4	Bituminous adhesive shall be impact resistance once in place.		x
4.5	Bituminous adhesive shall easily melt and flow from a butiumious melter/applicator.		x
<b>V.</b>	<b>Raised Pavement Markers</b>	<b>YES</b>	<b>NO</b>
5.1	Raised pavement markers shall be 3M or equal.		x
5.2	Raised pavement markers shall be provided in mono-directional reflective and bi-directional reflective.		x
5.3	Raised pavement markers shall be provided in 4" x 4" x 0.70" size and of varying colors as noted on the bid quantities document.		x
<b>VI.</b>	<b>Glass Spheres / Beads</b>	<b>YES</b>	<b>NO</b>
6.1	Glass spheres shall be AASHTO Standard Type 1 Drop on application.	x	
6.2	Glass spheres shall be provided in 50 lb. moisture proof bags.	x	
<b>VII.</b>	<b>Traffic Striping Acrylic Waterborne Paint and 55 Gallon Lined Drums</b>	<b>YES</b>	<b>NO</b>
7.1	New, clean, empty 55 gallons drums shall be lined and include a lid with bung hole. Drums shall be specifically manufactured for the storage of acrylic waterborne paint.		x
7.2	Acrylic waterborne traffic striping paint shall be lead free.		x
7.3	Acrylic waterborne traffic striping paint shall be fast drying with the most advanced resin technology available even under humid conditions.		x
7.4	Acrylic waterborne traffic striping paint shall have low VOC content and excellent glass sphere/bead retention.		x
7.5	Acrylic waterborne traffic striping paint shall be same as approved product list for State of Alabama traffic striping bid.		x
7.6	Acrylic waterborne traffic striping paint in white and lead free yellow shall be provided in 55 gallon drums.		x
7.7	Acrylic waterborne traffic striping paint in handicap parking space blue shall be provided in 5 gallon buckets.		x
<b>VIII.</b>	<b>Discount Percentage</b>	<b>YES</b>	<b>NO</b>
8.1	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.		x



8.2	Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price.		x
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## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated on a category basis. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** \_\_\_\_\_

ITEM	DESCRIPTION	UNIT	Estimated Quantities	PRICING
	<b>REFERENCE SECTION 2 OF SPECS</b>			
1	PM125WH Q90' BD 4" x 3' WHITE LINE - 30 PIECES/PK PREMARK ITEM #PM600100 OR EQUAL	PACK	2 packs	\$ 94.81 /pk
2	PM125YW Q90' BD 4"X3' YELLOW LINE - 30 pieces/pk PREMARK ITEM #PM600101 OR EQUAL	PACK	2 packs	\$ 100.00 /pk
3	PM125WH Q45' BD 8"X3' WHITE LINE - 15 pieces/pk PREMARK ITEM #PM600102 OR EQUAL	PACK	5 packs	\$ 94.28 /pk
4	PM125WH Q30' BD 12" WHITE LINE - 10 pieces/pk PREMARK ITEM #8431064 OR EQUAL	PACK	50 packs	\$ 94.81 /pk
5	PM125WH Q15' BD 24" WHITE LINE - 5 pieces/pk PREMARK ITEM #8430566 OR EQUAL	PACK	100 packs	\$ 94.28 /pk

6	PM125WH Q2 BD 8' RGT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241R OR EQUAL	PACK	30 packs	\$ 186.38 /pk
7	PM125WH Q1 BD 13'1" RGT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142R OR EQUAL	PACK	20 packs	\$ 168.44 /pk
8	PM125WH Q2 BD 8' LFT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241L OR EQUAL	PACK	30 packs	\$ 186.38 /pk
9	PM125WH Q1 BD 13'1" LFT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142L OR EQUAL	PACK	20 packs	\$ 168.44 /pk
10	PM125WH BD 9'10" STR ARW 2/PK - 2 arrows/pk PREMARK ITEM #8330240 OR EQUAL	PACK	30 packs	\$ 160.61 /pk
11	PM125WH Q1 BD 8' "ONLY" - 1 ONLY per/pk PREMARK ITEM #8130102 OR EQUAL	PACK	75 packs	\$ 133.60 /pk
12	PM125WH Q1 BD 16X20 RXR KIT PREMARK ITEM #PMK8130103A OR EQUAL	EACH	20 packs	\$ 255.84 /pk
13	PM90WH Q5 VG 6'X3'4" BIKE RIDER SYM LEFT FACING PREMARK ITEM #PM602006 OR EQUAL	PACK	15 packs	\$ 471.34 /pk (3/per/pk)
14	PM90WH Q2 VG 4' "LANE" FHWA PREMARK ITEM #89150213HS OR EQUAL	PACK	15 packs	\$ 407.25 /pk (4/per/pk)
15	PM90WH Q2 VG 6' BIKE STR ARW PREMARK ITEM #089330268HS OR EQUAL	PACK	15 packs	\$ 201.61 /pk (5/per/pk)
	<b>TOTAL SECTION 2</b>			\$ 2818.18
	<b>REFERENCE SECTION 3 OF SPECS</b>			
16	WHITE ALKYD TUFFLINE AASHTO WHITE THERMOPLASTIC POWDER FOR SPRAY TYPE EQUIPMENT - 50 lb bags CROWN TECH ITEM #01-WAX- BADA OR EQUAL	TON	4 tons	\$ \$1750.00/ton
	<b>TOTAL SECTION 3</b>			\$ 1750.00

	REFERENCE SECTION 4 OF SPECS	UNIT	ESTIMATED QUANTITIES	PRICING
17	BITUMINOUS ADHESIVE - 55lbs/Box	LB	50 boxes or 2750 lbs	\$ NO BID
18	PM 5"x5" BLACK BUNDY 140/pk PREMARK ITEM #8430055BK OR EQUAL	PACK	2 packs	\$ NO BID
19	PM 8"x8" SUPER BUNDY PADS 80/PK PREMRK ITEM #8434056 OR EQUAL	PACK	2 packs	\$ NO BID
	<b>TOTAL SECTION 4</b>			\$ NO BID
	<b>REFERENCE SECTION 5 OF SPECS</b>			
20	4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY RED/WHITE WITH WHITE BODY, 3M ITEM #RPM-290-WR) OR EQUAL	EACH	500 EACH	\$ NO BID
21	4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER ONE-WAY WHITE WITH WHITE BODY, 3M ITEM #RPM-290-W) OR EQUAL	EACH	5000	\$ NO BID
22	4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY YELLOW/YELLOW WITH YELLOW BODY, 3M ITEM #RPM-291-2Y) OR EQUAL	EACH	5000	\$ NO BID
	<b>TOTAL SECTION 5</b>			\$ NO BID
	<b>REFERENCE SECTION 6 OF SPECS</b>			
23	GLASS SPHERES/BEADS, AASHTO STANDARD TYPE 1 IN 50 POUND BAGS DROP ON APPLICATION, 50# MOISTURE PROOF BAGS PROOF BAGS	LB	10000 LBS	\$ 0.485/lb.
	<b>TOTAL SECTION 6</b>			\$ 0.485/lb.

	<b>REFERENCE SECTION 7 OF SPECS</b>			
24	55 GALLON LINED DRUM SHERWIN WILLIAMS ITEM #U55BR12912 OR EQUAL	EACH	1	\$ NO BID
25	PAINT, ACRYLIC WATER BORNE, YELLOW TRAFFIC LINE PER LATEST ALDOT SPECIFICATIONS IN 55 GALLON DRUMS	GAL	50	\$ NO BID
26	PAINT, ACRYLIC WATER BORNE, WHITE TRAFFIC LINE PER LATEST ALDOT SPECIFICATONIS IN 55 GALLON DRUMS	GAL	50	\$ NO BID
	<b>TOTAL SECTION 7</b>			\$ NO BID

Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form:

\_\_\_\_\_

This Price Bid Form is hereby submitted by the undersigned:

Swarco Industries LLC

Printed legal name of Bidder

Signature

Jon Sproul, President/GM

Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/15/2022

Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Swarco Industries LLC
- City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

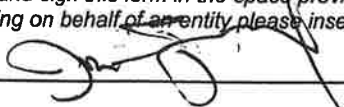
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: C1363945/CA
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, **are not required unless:** (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature:  Title (if applicable): President/GM  
Type or legibly write name: Jon Sproul Date: 11/15/2022



**Tre Hargett**  
Secretary of State

**Division of Business Services**  
**Department of State**  
**State of Tennessee**  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

## Filing Information

Name: **Swarco Industries, LLC**

### General Information

<b>SOS Control #</b>	<b>000846371</b>	Formation Locale:	CALIFORNIA
Filing Type:	Limited Liability Company - Foreign	Date Formed:	12/26/2014
	04/29/2016 9:41 AM	Fiscal Year Close	12
Status:	Active	Member Count:	1
Duration Term:	Perpetual		
Managed By:	Member Managed		

**Registered Agent Address**  
CORPORATION SERVICE COMPANY  
2908 POSTON AVE  
NASHVILLE, TN 37203-1312

**Principal Address**  
270 RUTHERFORD LN  
COLUMBIA, TN 38401-5085

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
04/11/2022	2021 Annual Report	B1199-2552
04/02/2021	2020 Annual Report	B1014-6455
03/25/2020	2019 Annual Report	B0845-3840
02/21/2020	Registered Agent Change (by Entity)	B0821-9791
Registered Agent First Name Changed From: JON To: No Value		
Registered Agent Last Name Changed From: SPROUL To: No Value		
Registered Agent Organization Name Changed From: No Value To: CORPORATION SERVICE COMPANY		
Registered Agent Physical Address 1 Changed From: 270 RUTHERFORD LN To: 2908 POSTON AVE		
Registered Agent Physical City Changed From: COLUMBIA To: NASHVILLE		
Registered Agent Physical County Changed From: MAURY COUNTY To: DAVIDSON COUNTY		
Registered Agent Physical Postal Code Changed From: 38401-5085 To: 37203-1312		
02/20/2019	2018 Annual Report	B0657-0495
03/09/2018	2017 Annual Report	B0512-6695
03/14/2017	2016 Annual Report	B0360-6351
Principal County Changed From: No value To: MAURY COUNTY		
04/29/2016	Initial Filing	B0238-4394
04/29/2016	Duplicate Name Consent	B0238-4399

## Filing Information

Name: **Swarco Industries, LLC**

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Entity Giving Consent Control # Changed From: No value To: 000179335

Entity Giving Consent Name Changed From: No value To: SWARCO INDUSTRIES, INC.

Consent Given to Control # Changed From: No value To: 000846371

Consent Given to Name Changed From: No value To: Swarco Industries, LLC

Consent Method Changed From: No value To: Will change name in 60 days or terminate

**Active Assumed Names (if any)**

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**Date**

**Expires**



**COPY**

**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Swarco Industries LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

270 Rutherford Lane

Columbia, TN 38401

Telephone Number:

931-388-5900

Fax Number:

931-388-4039

Form of Business Entity [check one ("X")]

Corporation

x

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

10/16/1986

Location of incorporation:

CA

The corporation is held:

Publicly    Privately x

Names and titles of corporate officers:

Jon Sproul, President/GM

Carl McCollum, Vice-President

Frances Stockbridge, Secretary/Treasurer

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_ Limited \_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_ No \_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

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

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee  
If "Yes," Department Yes \_\_\_ No x

Member of Household City Employee  
If "Yes," Name (s) Yes \_\_\_ No x

Anyone associated with your  
company a City Employee  
If "Yes," Name (s) Yes \_\_\_ No x

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

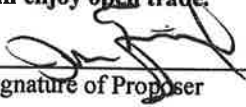
#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

  
Signature of Proposer

Jon Sproul, President/GM  
Print or Type Name of Proposer

11/15/2022  
Date

Swarco Industries LLC

Legal Name of Firm

PO Box 89

Mailing Address

Columbia, TN 38402

City State Zip Code

931-388-5900 931-388-4039

Phone Fax

roseann.meredith@swarco.com

Email Address

www.swarco.com/northamerica

Website Address



Company ID Number: 148734

Approved by:

<b>Employer</b> Swarco Industries, LLC	
<b>Name (Please Type or Print)</b> Audrey R Morris	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/01/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/01/2008



Company ID Number: 148734

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Swarco Industries, LLC
Company Facility Address	270 Rutherford Lane Columbia, TN 38401
Company Alternate Address	PO Box 89 Columbia, TN 38402
County or Parish	MAURY
Employer Identification Number	330169259
North American Industry Classification Systems Code	339
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 148734

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

TENNESSEE

1 site(s)



**Company ID Number:** 148734

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Gary W Russell  
Phone Number (931) 388 - 5900 ext. 221  
Fax Number (931) 388 - 4039  
Email Address gary.russell@swarco.com



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services  
FROM: Melinda Mills  
DATE: 11/30/22  
DEPT: Traffic Engineering  
BID #: 10-2023-75  
COMMODITY/SERVICE: Traffic Striping and Marking Materials

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Ennis-Flint, Inc

RECOMMENDATION: Traffic Engineering has reviewed all bids submitted and recommends Sections 2, 3, 4, 5 and 7 to be awarded to Ennis-Flint, Inc.

DESCRIPTION	PRICE	UOM	COMMENT
Section 2, Preformed Thermoplastic Pavement Markings	\$43,468.83	LS	
Section 3, Granular Powdered Form Thermoplastic	\$6,400.00	LS	
Section 4, Super Bundy Pads and Bituminous Adhesives	\$242.38	LS	
Section 5, Raised Pavement Markers	\$13,125.00	LS	
Section 7, Traffic Striping Acrylic Waterborne Paint & 55 Gallon Lined Drums	\$1,550.00	LS	

INITIAL PURCHASE: As Needed  
FUNDING SOURCE: See 2nd page  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

NICHOLAS T NENE  
Digitally signed by NICHOLAS T NENE  
Date: 2022.11.30 12:20:11 -06'00'

11/30/22

Department Head

Date

Tamara M. Yancy  
Digitally signed by Tamara M. Yancy  
Date: 2022.12.01 09:40:42 -06'00'

12/1/2022

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)







Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids Traffic Striping and Marking Materials**

Invitation for Bid #:	10-2023-75
Issue Date:	October 31, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is Required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 15, 2022 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a>
IFB Closing Date:	November 22, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a> (256) 427-5056 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Traffic Striping and Marking Materials 2023

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

	Specification	Vendor Compliance	
		YES	NO
<b>I.</b>	<b>General</b>		
1.1	The following are considered minimum specifications and bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision will be cause for rejection of the bid.	X	
1.2	These specifications are intended to describe TRAFFIC STRIPING AND MARKING MATERIALS manufactured as required by the Manual of Uniform Traffic Control Devices, standards, and meeting the latest edition State of Alabama Department of Transportation Specifications for Highway Construction and latest edition of AASHTO.	X	
1.3	All prices F.O.B. Traffic Engineering, 2100 Clinton Avenue, Huntsville, Alabama 35805	X	
1.4	For award of bid, the lowest bid is defined as that bid that is the lowest individually for each of the seven sections of the bid. (Section 2-8).	X	
1.5	City of Huntsville intends on awarding to one or multiple vendors based on lowest bid for each of the seven sections of the bid. (Section 2-8).	X	
1.6	Any bidder may no bid any item, but in order to be considered for award of one of the eight sections of the bid, the bidder must bid every line item in a section.	X	
1.7	Warranty statements shall be provided.		
1.8	Successful bidder shall have a minimum of five (5) year experience in the manufacturing of items in this bid. Vendor may be required to demonstrate the ability to successfully manufacture one or more specific items as requested by City of Huntsville. If required to provide specific items, the vendor/bidder will have fifteen (15) calendar days from date of request from City of Huntsville to provide the sample item requested.	X	
<b>II.</b>	<b>Preformed Thermoplastic Pavement Markings</b>	<b>YES</b>	<b>NO</b>
	Premark heavy-duty intersection grade material or equal.	X	
2.1	Markings material shall be high-performance retroreflective preformed thermoplastic pavement markings for heavy traffic locations where maximum wear and tear will be experienced.	X	
2.2	Markings shall have uniformly distributed glass beads throughout the material so as the marking wears new beads are exposed.	X	
2.3	Markings shall be able to be applied at any road or air temperature.	X	
2.4	There shall be no preheating of the pavement to a specific temperature prior to application of the material.	X	
2.5	There shall be regularly spaced indents which shall provide a visual cue during application that the material has reached a molten state that will indicate satisfactory adhesion and proper bead embedment. The indents also shall provide a post application visual cue that the application procedures have been followed.	X	
2.6	Line Legends and Arrows are to be 125 mil thickness to ensure their desired service life and cost effectiveness.	X	
2.7	Material shall be available in 3 foot lengths and widths from 4 inches up to 24 inches.	X	
2.8	Bike Lane Markings shall provide a safe skid resistant and maximum retroreflective appearance.	X	

2.9	Bike Lane Markings shall be provided in a 90 mil thickness to minimize any rumble effect for bicyclists.	X	
2.10	Accessibility Markings shall be durable enough to last 6-8 times longer than painted surfaces. High visibility markings shall be ADA compliant and offer high skid resistance.	X	
III.	<b>Grandular Powdered Form Thermoplastic</b>	YES	NO
	Tuffline White Alkyd Modified Maleic Glycerol Ester of Rosin Thermoplastic Traffic Marking Material or Equal	X	
3.1	Product shall be durable thermoplastic pavement marking material that is oil and grease resistant.	X	
3.2	Product shall have Maleic modifications to the base resin that impart polar characteristics to the thermoplastic system which promote excellent retention of glass spheres.	X	
3.3	The conventional aliphatic C-5 hydrocarbon thermoplastic systems are not acceptable.	X	
3.4	Cold flow properties of are required to provide resistance to freeze thaw cracking.	X	
3.5	Color excellence, fluidity and heat stability using conventional application equipment with application over existing hydrocarbon and alkyd thermoplastic pavements markings is required.	X	
IV.	<b>Super Bundy Pads and Bituminous Adhesives</b>	YES	NO
4.1	Super Bundy pads 8" x 8" in packs of 80 shall adhere to large objects on horizontal surfaces.	X	
4.2	Super Bundy pads shall hold delineator posts, wheel stops, ceramic markers and raised pavement markers solidly in place under normal to heavy traffic conditions.	X	
4.3	Bituminous adhesive shall be provided in 55 lb blocks.		No bid
4.4	Bituminous adhesive shall be impact resistance once in place.		No bid
4.5	Bituminous adhesive shall easily melt and flow from a butiumious melter/applicator.		No bid
V.	<b>Raised Pavement Markers</b>	YES	NO
5.1	Raised pavement markers shall be 3M or equal.	X	
5.2	Raised pavement markers shall be provided in mono-directional reflective and bi-directional reflective.	X	
5.3	Raised pavement markers shall be provided in 4" x 4" x 0.70" size and of varying colors as noted on the bid quantities document.		4.55"x 3.2" x .66"
VI.	<b>Glass Spheres / Beads</b>	YES	NO
6.1	Glass spheres shall be AASHTO Standard Type 1 Drop on application.		No bid
6.2	Glass spheres shall be provided in 50 lb. moisture proof bags.		No bid
VII.	<b>Traffic Striping Acrylic Waterborne Paint and 55 Gallon Lined Drums</b>	YES	NO
7.1	New, clean, empty 55 gallons drums shall be lined and include a lid with bung hole. Drums shall be specifically manufactured for the storage of acrylic waterborne paint.	X	
7.2	Acrylic waterborne traffic striping paint shall be lead free.		
7.3	Acrylic waterborne traffic striping paint shall be fast drying with the most advanced resin technology available even under humid conditions.	X	
7.4	Acrylic waterborne traffic striping paint shall have low VOC content and excellent glass sphere/bead retention.	X	
7.5	Acrylic waterborne traffic striping paint shall be same as approved product list for State of Alabama traffic striping bid.	X	
7.6	Acrylic waterborne traffic striping paint in white and lead free yellow shall be provided in 55 gallon drums.	X	
7.7	Acrylic waterborne traffic striping paint in handicap parking space blue shall be provided in 5 gallon buckets.	X	
VIII.	<b>Discount Percentage</b>	YES	NO
8.1	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.		X

8.2	Quotes must be submitted for all items not specifically listed in the bid. All quotes must contain the list price, the discount percentage and the discounted price.		X
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## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated on a category basis. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** No Addenda

ITEM	DESCRIPTION	UNIT	Estimated Quantities	PRICING
	<b>REFERENCE SECTION 2 OF SPECS</b>			
1	PM125WH Q90' BD 4" x 3' WHITE LINE - 30 PIECES/PK PREMARK ITEM #PM600100 OR EQUAL	PACK	2 packs	\$ 59.84/PK (\$119.68 extended total)
2	PM125YW Q90' BD 4"X3' YELLOW LINE - 30 pieces/pk PREMARK ITEM #PM600101 OR EQUAL	PACK	2 packs	\$ 64.10/PK (\$128.20 extended total)
3	PM125WH Q45' BD 8"X3' WHITE LINE - 15 pieces/pk PREMARK ITEM #PM600102 OR EQUAL	PACK	5 packs	\$ 59.84/PK (\$299.20 extended total)
4	PM125WH Q30' BD 12" WHITE LINE - 10 pieces/pk PREMARK ITEM #8431064 OR EQUAL	PACK	50 packs	\$ 99.00/PK (\$4950.00 extended total)
5	PM125WH Q15' BD 24" WHITE LINE - 5 pieces/pk PREMARK ITEM #8430566 OR EQUAL	PACK	100 packs	\$ 59.84/PK (\$5984.00 extended total)

6	PM125WH Q2 BD 8' RGT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241R OR EQUAL	PACK	30 packs	\$ 125.25/PK (\$3757.50 extended total)
7	PM125WH Q1 BD 13'1" RGT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142R OR EQUAL	PACK	20 packs	\$ 113.25/PK (\$2265.00 extended total)
8	PM125WH Q2 BD 8' LFT TURN ARW - 2 arrows/pk PREMARK ITEM #8330241L OR EQUAL	PACK	30 packs	\$ 125.25/PK (\$3757.50 extended total)
9	PM125WH Q1 BD 13'1" LFT COMBI ARW - 1 arrow/pk PREMARK ITEM #8330142L OR EQUAL	PACK	20 packs	\$ 113.25/PK (\$2265.00 extended total)
10	PM125WH BD 9'10" STR ARW 2/PK - 2 arrows/pk PREMARK ITEM #8330240 OR EQUAL	PACK	30 packs	\$ 108.00/PK (\$3240.00 extended total)
11	PM125WH Q1 BD 8' "ONLY" - 1 ONLY per/pk PREMARK ITEM #8130102 OR EQUAL	PACK	75 packs	\$ 89.66/PK (\$6724.50 extended total)
12	PM125WH Q1 BD 16X20 RXR KIT PREMARK ITEM #PMK8130103A OR EQUAL	EACH	20 packs	\$ 171.65/PK (\$3433.00 extended total)
13	PM90WH Q5 VG 6'X3'4" BIKE RIDER SYM LEFT FACING PREMARK ITEM #PM602006 OR EQUAL	PACK	15 packs	\$ 271.68/PK (\$4075.20 extended total)
14	PM90WH Q2 VG 4' "LANE" FHWA PREMARK ITEM #89150213HS OR EQUAL	PACK	15 packs	\$ 118.21/PK (\$1773.15 extended total)
15	PM90WH Q2 VG 6' BIKE STR ARW PREMARK ITEM #089330268HS OR EQUAL	PACK	15 packs	\$ 46.46/PK (\$696.90 extended total)
	<b>TOTAL SECTION 2</b>			<b>\$43,468.83 Extended total</b>
	<b>REFERENCE SECTION 3 OF SPECS</b>			
16	WHITE ALKYD TUFFLINE AASHTO WHITE THERMOPLASTIC POWDER FOR SPRAY TYPE EQUIPMENT - 50 lb bags CROWN TECH ITEM #01-WAX-BADA OR EQUAL	TON	4 tons	\$ 1600.00/ton (\$6400.00 extended total)
	<b>TOTAL SECTION 3</b>			<b>\$6400.00 extended total</b>

	REFERENCE SECTION 4 OF SPECS	UNIT	ESTIMATED QUANTITIES	PRICING
17	BITUMINOUS ADHESIVE - 55lbs/Box	LB	50 boxes or 2750 lbs	\$ No bid
18	PM 5"x5" BLACK BUNDY 140/pk PREMARK ITEM #8430055BK OR EQUAL	PACK	2 packs	\$ 48.29/PK (\$96.58 extended total)
19	PM 8"x8" SUPER BUNDY PADS 80/PK PREMRK ITEM #8434056 OR EQUAL	PACK	2 packs	\$ 72.90/PK (\$145.80 extended total)
	<b>TOTAL SECTION 4</b>			<b>\$242.38 Extended total</b>
	<b>REFERENCE SECTION 5 OF SPECS</b>			
20	4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY RED/WHITE WITH WHITE BODY, 3M ITEM #RPM-290-WR) OR EQUAL	EACH	500 EACH	\$ 1.25/each (\$625.00 extended total)
21	4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER ONE-WAY WHITE WITH WHITE BODY, 3M ITEM #RPM-290-W) OR EQUAL	EACH	5000	\$ 1.25/each (\$6250.00 extended total)
22	4" X 4" X 0.70H RAISED PAVEMENT REFLECTIVE MARKER TWO-WAY YELLOW/YELLOW WITH YELLOW BODY, 3M ITEM #RPM-291-2Y) OR EQUAL	EACH	5000	\$ 1.25/each (\$6250.00 extended total)
	<b>TOTAL SECTION 5</b>			<b>\$13,125.00 Extended total</b>
	<b>REFERENCE SECTION 6 OF SPECS</b>	<b>UNIT</b>	<b>ESTIMATED QUANTITIES</b>	<b>PRICING</b>
23	GLASS SPHERES/BEADS, AASHTO STANDARD TYPE 1 IN 50 POUND BAGS DROP ON APPLICATION, 50# MOISTURE PROOF BAGS PROOF BAGS	LB	10000 LBS	\$ No bid
	<b>TOTAL SECTION 6</b>			<b>\$ No bid</b>



	<b>REFERENCE SECTION 7 OF SPECS</b>			
24	55 GALLON LINED DRUM SHERWIN WILLIAMS ITEM #U55BR12912 OR EQUAL	EACH	1	\$ 100.00/each
25	PAINT, ACRYLIC WATER BORNE, YELLOW TRAFFIC LINE PER LATEST ALDOT SPECIFICATIONS IN 55 GALLON DRUMS	GAL	50	\$ 14.00/gl
26	PAINT, ACRYLIC WATER BORNE, WHITE TRAFFIC LINE PER LATEST ALDOT SPECIFICATONIS IN 55 GALLON DRUMS	GAL	50	\$ 15.00/gl
	<b>TOTAL SECTION 7</b>			<b>\$ 1550.00 extended total</b>

Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form:  
N/A

This Price Bid Form is hereby submitted by the undersigned:

Dane Alsabrook

Printed legal name of Bidder

  
 Signature

Director of Contract Administration

Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/15/22  
 Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Ennis-Flint, Inc.
- City of Huntsville current taxpayer identification number (if available): Federal ID #75-2657523  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: Alabama Entity ID 370-441
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Dane Alsabrook Title (if applicable): Director of Contract Administration  
 Type or legibly write name: Dane Alsabrook Date: 11/15/22

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

## Business Corporation

### Legal Name

Ennis-Flint, Inc.

## Information

**SosId:** 1646895

**Status:** Current-Active ⓘ

**Date Formed:** 12/31/2017

**Citizenship:** Domestic

**Fiscal Month:** December

**Annual Report Due Date:** April 15th

**CurrentAnnual Report Status:**

**Registered Agent:** Corporation Service Company

## Addresses

### Reg Office

2626 Glenwood Ave Ste 550  
Raleigh, NC 27608

### Reg Mailing

2626 Glenwood Ave Ste 550  
Raleigh, NC 27608

### Mailing

4161 Piedmont Parkway Suite 370  
Greensboro, NC 27410

### Principal Office

4161 Piedmont Parkway Suite 370  
Greensboro, NC 27410

## Officers

### President

Edward Baiden  
4161 Piedmont Parkway Suite 370  
Greensboro NC 27410

### Secretary

Laura Greer  
4161 Piedmont Parkway, Suite 370  
Greensboro NC 27410

**Vice President**

Brice Hester

4161 Piedmont Parkway Suite 370  
, Greensboro NC 27410

**Treasurer**

John A Jankowski

4161 Piedmont Parkway, Suite 370  
Greensboro NC 27410

**Stock**

**Class:** Common

**Shares:** 1000

**Par Value** 0.001

## APPENDIX C BIDDER INFORMATION & ACKNOWLEDGEMENTS

### 1. BIDDER INFORMATION

#### Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Ennis-Flint, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

4161 Piedmont Pkwy, Ste 370

Greensboro, NC 27410

Telephone Number: (800) 331-8118

Fax Number: (336) 218-6746

Form of Business Entity [check one ("X")]

Corporation X

Partnership       

Individual       

Joint Venture       

Other (describe):       

#### Corporation Statement

If a corporation, answer the following:

Date of incorporation: 1976

Location of incorporation: NC

The corporation is held: Publicly        Privately X

Names and titles of corporate officers:

Edward Baiden, President and CEO /S. Kumar Nandan, Vice President, Tax/ Jeffrey Malarkey, Finance Director

Brice Hester, Vice President, Tax and Accounting/ Greg E. Gordon, Assistant Corporate Secretary

Laura Greer, Corporate Security/ John A. Jankowski, Treasurer

#### Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_ Limited \_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_ No \_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

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

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee  
If "Yes," Department Yes \_\_\_ No X

Member of Household City Employee  
If "Yes," Name (s) Yes \_\_\_ No X

Anyone associated with your  
company a City Employee  
If "Yes," Name (s) Yes \_\_\_ No X

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Dane Alsbrook  
Signature of Proposer

Dane Alsbrook  
Print or Type Name of Proposer

11/15/2022  
Date

Ennis-Flint, Inc.  
Legal Name of Firm

4161 Piedmont Pkwy, Ste 370  
Mailing Address

Greensboro, NC 27410  
City State Zip Code

(800) 331-8118 (336) 218-6746  
Phone Fax

dl-ts-contracts@ppg.com  
Email Address

www.ennisflint.com/www.ppg.com  
Website Address



Company ID Number: 137384

Approved by:

<b>Employer</b> Ennis Flint Inc.	
<b>Name (Please Type or Print)</b> Metcalf Annette	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/17/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/17/2008





Company ID Number: 137384

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Ennis Flint Inc.
Company Facility Address	4161 Piedmont Parkway Ste. 370 Greensboro, NC 27410
Company Alternate Address	
County or Parish	GUILFORD
Employer Identification Number	752657523
North American Industry Classification Systems Code	325
Parent Company	
Number of Employees	500 to 999
Number of Sites Verified for	12

Company ID Number: 137384

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

CALIFORNIA	1 site(s)
GEORGIA	1 site(s)
MISSOURI	1 site(s)
NORTH CAROLINA	5 site(s)
OREGON	1 site(s)
TEXAS	2 site(s)
VIRGINIA	1 site(s)



Company ID Number: 137384

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Alex Arriaga  
Phone Number (336) 308 - 3827  
Fax Number  
Email Address AArriaga@ennisflint.com

Name Bernadette P Young  
Phone Number (336) 308 - 3826  
Fax Number (336) 475 - 7900  
Email Address BYoung@ennisflint.com

Name Morgan K Oliver  
Phone Number (336) 477 - 8433  
Fax Number  
Email Address MOliver@ennisflint.com



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services  
FROM: Melinda Mills  
DATE: 11/18/22  
DEPT: Traffic Engineering  
BID #: 9-2023-75  
COMMODITY/SERVICE: Traffic Signal Cable

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Texas Wire and Cable LLC

RECOMMENDATION: Traffic Engineering has reviewed the bid received and recommends the bid be awarded to Texas Wire and Cable LLC.

DESCRIPTION	PRICE	UOM	COMMENT
1. #6 AWG Black, THHW 600V, Stranded, UL approved on 500' Roll	505.00	RL	
2. #6 AWG White, THHW 600V, Stranded, UL approved on 500' Roll	505.00	RL	
3. Loop Wire 12, Stranded Copper, 600 Volt, Insulation thickness minimum 45 mils			
IMSA 51-3, on 2500' Spool - Required 2" Hole Drilled in Spool	742.85	SP	
4. Loop Lead In 12-2, conductor w/drain shielded, IMSA 50-2, on 1000' WOODEN			
SPOOL, Required 2" Hole Drilled In Spool	540.00	SP	

INITIAL PURCHASE: As Needed  
FUNDING SOURCE: See Bottom of 2nd Page  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Kathy Martin  
Digitally signed by Kathy Martin  
Date: 2022.11.21 14:41:52 -06'00'

11/21/2022

Department Head

Date

Tamara M. Yancy  
Digitally signed by Tamara M. Yancy  
Date: 2022.11.28 09:28:15 -06'00'

11/28/2022

Procurement Manager

Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM Continuation – Page 2

TO: Procurement Services  
FROM: Melinda Mills  
BID #: 9-2023-75  
DATE: 11/18/22  
DEPT: Traffic Engineering  
COMMODITY/SERVICE: Traffic Signal Cable

DESCRIPTION	PRICE	UOM	COMMENT
5. Pushbutton Lead In Cable, 18/2PR 50-2 On 1000' WOODEN SPOOL - Required 2"			
Hole Drilled In Spool	263.00	SP	
6. 14-4 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool	1612.00	SP	
7. 14-7 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool	1929.00	SP	
8. 14-12 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool	3098.00	SP	
9. 14-4 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool	2840.00	SP	
10. 14-7 Conductor Cable, stranded wire IMSA 20-1, on 5000" Spool	4733.00	SP	
11. 14-12 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool	7653.00	SP	
12. 16-4 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool	840.00	SP	
13. 16-7 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool	1669.00	SP	
14. 16-12 Conductor Cable, stranded wire IMSA 20-1, on 2000' Spool	3278.00	SP	
15. 16-4 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool	2010.00	SP	
16. 16-7 Conductor Cable, stranded wire IMSA 20-1, 5000' Spool	4083.00	SP	
17. 16-12 Conductor Cable, stranded wire IMSA 20-1, on 5000' Spool	8105.00	SP	
18. #8 Green Ground Wire 600 Volt TWN 75FT1 or SAT90 NYLON rated Stranded cable for Grounding service-cabinet on 500' Rolls	353.00	RL	
19. #6 Bare Copper Wire, 6 AWG Solid for Grounding ground rod-service 250' Rolls	269.00	RL	
20. TRIPLEX underground ERSKINEXLP1000R, WIRE 6 AL 7STR XLP 600V URD OR EQUAL ON 1000' ROLL	1380.00	RL	
21. TRIPLEX overhead VOLUTAXLP500C, WIRE 6-3 ACSR 7STR XLP OH 119#M OR EQUAL ON 500' ROLL	699.00	RL	
22. Video Cable 16/5 + Coax 1x1	899.00	SP	
Discount percentage off list price for all manufacturer's catalog items not list on the Bidder			
Pricing Form	2%		
Funding Accounts:			
1000-75-75300-515340-00000000-			
3020-75-00000-529000-00000000-			
3020-75-00000-529001-00000000-			
Various Engineering Project Accounts			



# HUNTSVILLE

Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids Traffic Signal Cable**

Invitation for Bid #:	9-2023-7500
Issue Date:	October 28, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is Required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 8, 2022 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a>
IFB Closing Date:	November 15, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes <a href="mailto:erin.motes@huntsvilleal.gov">erin.motes@huntsvilleal.gov</a> (256) 427-5056 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Traffic Signal Cable 2023

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of material the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

The following specifications are being provided to potential bidders describing the type and quality of equipment/material the City of Huntsville is seeking to purchase. The bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. Failure to comply with this provision could be cause for rejection of the bid.

**ALL ITEMS BELOW MUST MEET REQUIREMENTS OF LATEST VERSION OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST VERSION OF ALABAMA DEPARTMENT OF TRANSPORTATION (ALDOT) SPECIFICATIONS and IMSA.**

### SPECIFICATIONS

#### **A. TRAFFIC SIGNAL CABLE**

### VENDOR COMPLIANCE

- |  |                              |
|--|------------------------------|
| 1. #6 AWG Black, THHW 600V, Stranded,<br>UL approved on 500' ROLL  | <u>          X          </u> |
| 2. #6 AWG White, THHW 600V, Stranded,<br>UL approved on 500' ROLL  | <u>          X          </u> |
| 3. Loop Wire 12, Stranded Copper, 600 Volt,<br>Insulation thickness minimum 45 mils<br>IMSA 51-3, on 2500' SPOOL | <u>          X          </u> |
| 4. Loop Lead in 12-2, conductor w/drain<br>shielded, IMSA 50-2, on 1000' WOODEN<br>SPOOL                         | <u>          X          </u> |
| 5. Pushbutton Lead in cable, 18/2PR 50-2<br>On 1000' WOODEN SPOOL  | <u>          X          </u> |
| 6. 14-4 Conductor cable, stranded wire<br>IMSA 20-1, on 2000' SPOOL  | <u>          X          </u> |
| 7. 14-7 Conductor cable, stranded wire<br>IMSA 20-1, on 2000' SPOOL  | <u>          X          </u> |
| 8. 14-12 Conductor cable, stranded wire<br>IMSA 20-1, on 2000' SPOOL   | <u>          X          </u> |
| 9. 14-4 Conductor cable, stranded wire<br>IMSA 20-1, on 5000' SPOOL  | <u>          X          </u> |
| 10. 14-7 Conductor cable, stranded wire<br>IMSA 20-1, on 5000' SPOOL   | <u>          X          </u> |
| 11. 14-12 Conductor cable, stranded wire<br>IMSA 20-1, on 5000' SPOOL  | <u>          X          </u> |

12. 16-4 Conductor cable, stranded wire  
IMSA 20-1, on 2000' SPOOL

\_\_\_\_\_X\_\_\_\_\_

13. 16-7 Conductor cable, stranded wire  
IMSA 20-1, on 2000' SPOOL

\_\_\_\_\_X\_\_\_\_\_

**VENDOR COMPLIANCE**

14. 16-12 Conductor cable, stranded wire  
IMSA 20-1, on 2000' SPOOL

\_\_\_\_\_X\_\_\_\_\_

15. 16-4 Conductor cable, stranded wire  
IMSA 20-1, on 5000' SPOOL

\_\_\_\_\_X\_\_\_\_\_

16. 16-7 Conductor cable, stranded wire  
IMSA 20-1, on 5000' SPOOL

\_\_\_\_\_X\_\_\_\_\_

17. 16-12 Conductor cable, stranded wire  
IMSA 20-1, on 5000' SPOOL

\_\_\_\_\_X\_\_\_\_\_

18. #8 Green Ground Wire 600 volt TWN 75FT1  
Or SAT90 NYLON rated Stranded cable for  
Grounding service-cabinet on 500' rolls

\_\_\_\_\_X\_\_\_\_\_

19. #6 Bare Copper Wire, 6 AWG Solid for  
Grounding ground rod-service 250' rolls

\_\_\_\_\_X\_\_\_\_\_

20. TRIPLEX underground  
ERSKINEXLP1000R, WIRE 6 AL  
7STR XLP 600V URD OR EQUAL  
ON 1000' ROLL

\_\_\_\_\_X\_\_\_\_\_

21. TRIPLEX overhead  
VOLUTAXLP500C, WIRE 6-3 ACSR  
7STR XLP OH 119#M OR EQUAL  
ON 500' ROLL

\_\_\_\_\_X\_\_\_\_\_

22. Video cable 16/5 + Coax 1X1

\_\_\_\_\_X\_\_\_\_\_

**B. DELIVERY**

All delivery/freight charges shall be included in the  
unit price. No additional charges will apply.  
Delivery shall be within 15-30 days of purchase order.

\_\_\_\_\_X\_\_\_\_\_

**C. BID EVALUATION**

Specification sheets are required with all bids.  
If requested by City of Huntsville, bidder will provide  
a sample(s) for further evaluation within three business  
days of such request.

\_\_\_\_\_X\_\_\_\_\_

**D.** A discount percentage must be specified for items not  
Specifically listed on the Bidder Pricing form.

\_\_\_\_\_2%\_\_\_\_\_

Quotes must be submitted for all items not specifically listed in the bid.  
All quotes must contain the list price, the discount percentage and the  
Discounted price.



## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** \_\_\_\_\_

<u>DESCRIPTION</u>	<u>MANUFACTURER &amp; MODEL</u>	<u>PRICE/PER ROLL</u>
<b>A. TRAFFIC SIGNAL CABLE</b>		
1. #6 AWG Black, THHW 600V, Stranded, UL approved on 500' ROLL	ANIXTER 66-601 BLK	\$505.00/ROLL
2. #6 AWG White, THHW 600V, Stranded, UL approved on 500' ROLL	ANIXTER 66-601 WHT	\$505.00/ROLL
3. Loop Wire 12, Stranded Copper, 600 Volt, Insulation thickness minimum 45 mils IMSA 51-3, on 2500' SPOOL - Required 2" Hole drilled in spool	FALCON 98011251-3	\$742.85/SPOOL
4. Loop Lead in 12-2, conductor w/drain shielded, IMSA 50-2, on 1000' WOODEN SPOOL - Required 2" Hole drilled in spool	FALCON 98021250-2	\$540.00/SPOOL
5. Pushbutton Lead in cable, 18/2PR 50-2 On 1000' WOODEN SPOOL - Required 2" Hole drilled in spool	FALCON 98021850-2	\$263.00/SPOOL
6. 14-4 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL	FALCON 98041420-1	\$1612.00/SPOOL
7. 14-7 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL	FALCON 98071420-1	\$1929.00/SPOOL
8. 14-12 Conductor cable, stranded wire		

IMSA 20-1, on 2000' SPOOL	FALCON	98121420-1	\$3098.00/spool
9. 14-4 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL	FALCON	98041420-1	\$2840.00/spool
10. 14-7 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL	FALCON	98071420-1	\$4737.00/spool
11. 14-12 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL	FALCON	98121420-1	\$7653.00/spool
12. 16-4 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL	FALCON	98041620-1	\$840.00/spool
13. 16-7 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL	FALCON	98071620-1	\$1669.00/spool
14. 16-12 Conductor cable, stranded wire IMSA 20-1, on 2000' SPOOL	FALCON	98121620-1	\$3278.00/spool
15. 16-4 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL	FALCON	98041620-1	\$2010.00/spool

DESCRIPTION	MANUFACTURER & MODEL	PRICE/PER ROLL
16. 16-7 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL	FALCON 98071620-1	\$4083.00/spool
17. 16-12 Conductor cable, stranded wire IMSA 20-1, on 5000' SPOOL	FALCON 98121620-1	\$8105.00/spool
18. #8 Green Ground Wire 600 volt TWN 75FT1 Or SAT90 NYLON rated Stranded cable for Grounding service-cabinet on 500' rolls	ANIXTER 6G 0801	\$353.00/spool
19. #6 Bare Copper Wire, 6 AWG Solid for Grounding ground rod-service 250' rolls	SERVICE WIRE BS 06	\$269.00/spool
20. TRIPLEX underground ERSKINEXLP1000R, WIRE 6 AL 7STR XLP 600V URD OR EQUAL ON 1000' ROLL	ICC ERSKINEX	\$1380.00/spool
21. TRIPLEX overhead VOLUTAXLP500C, WIRE 6-3 ACSR 7STR XLP OH 119#M OR EQUAL ON 500' ROLL	ICC VOLUTA	\$699.00/spool
22. Video cable 16/5 + Coax 1X1	FALCON 34DA165AF	\$899.00/spool

Discount percentage off list price for all manufacturer's catalog items not list on the Bidder Pricing Form:

This Price Bid Form is hereby submitted by the undersigned:

Texas Wire & Cable LLC

Printed legal name of Bidder

Signature

ANGELA STORCHEVOY, PRESIDENT

Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/3/22

Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Texas Wire + Cable LLC
- City of Huntsville current taxpayer identification number (if available): \_\_\_\_\_  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Partnership (LLP)	Number & State: 82-4870770 Texas
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): PRESIDENT  
Type or legibly write name: ANGELA STORCHEVOY Date: 11/3/22

**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Texas Wire & Cable LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

2475 WESTLEY Rd.

WESTBURY, NY 11590

Telephone Number:

516 697-1831

Fax Number:

508 427-9384

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

MARCH 2018

Location of incorporation:

Texas

The corporation is held:

Publicly \_\_\_ Privately X

Names and titles of corporate officers:

ANGELA STORCHEVOY, PRESIDENT

JOHN FRAZIER, VICE PRESIDENT

Partnership Statement

If a partnership, answer the following:

Date of organization:

MARCH 2018

Location of organization:

TEXAS

The partnership is:

General ☐ Limited ☒

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

ANGELA STORCHERY - 2475 Westley Rd, Westbury NY 51%

John KRAZIER 8311 EASTPOINT DR, DALLAS, TX 49%

### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:

Location of organization:

JV Agreement recorded?

Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee

Yes ☐ No ☒

If "Yes," Department

Member of Household City Employee

Yes ☐ No ☒

If "Yes," Name (s)

Anyone associated with your company a City Employee

Yes ☐ No ☒

If "Yes," Name (s)

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as "the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

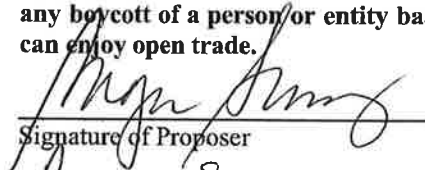
#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

  
Signature of Proposer

ANGELA STORCHEY  
Print or Type Name of Proposer

11/3/22  
Date

Texas Wire and Cable LLC  
Legal Name of Firm

2475 WESTLEY RD.  
Mailing Address

WESTBURY NY 11590  
City State Zip Code

516 697 1831  
Phone Fax

TexasWire and Cable@gmail.com  
Email Address

www.TxWire and Cable.com  
Website Address

Company ID Number: 2030450

Approved by:

<b>Employer</b> Texas Wire and Cable LLC	
<b>Name (Please Type or Print)</b> Angela Storchey	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 11/30/2022
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 11/30/2022



Company ID Number: 2030450

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Texas Wire and Cable LLC
Company Facility Address	8311 Eastpoint Dr Suite 100 Dallas, TX 75227
Company Alternate Address	2475 Westley Road Westbury, NY 11590
County or Parish	DALLAS
Employer Identification Number	824870770
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)

Company ID Number: 2030450

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

TX

1



Finance Department  
Procurement Services Division

### CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: 11/28/2022  
FROM: Kirk Giles, Chief of Police DEPT: Police  
BID #: 11-2023-51 COMMODITY/SERVICE: SWAT Rifles

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Clyde Armory, Inc.

RECOMMENDATION: Bid award to Clyde Armory, Inc. because they were the lowest bidder

DESCRIPTION	PRICE	UOM	COMMENT
Daniel Defense R-III-S	1542.11	Each	

INITIAL PURCHASE: \$30,843.00  
FUNDING SOURCE: 1000-41-41250-515340-0000000  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

#### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Kirk Giles 11/28/2022  
Department Head Date  
[Signature] 12/1/22  
Procurement Manager Date

Email completed form to [Procurement@huntsvilleal.gov](mailto:Procurement@huntsvilleal.gov)



# HUNTSVILLE

Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## Invitation For Bids SWAT Rifles

Invitation for Bid #:	11-2023-51
Issue Date:	October 28, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 10, 2022 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a>
IFB Closing Date:	November 17, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a> (256) 564-8060 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	SWAT Rifles 2023

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
1.	<b>Daniel Defense R-III-S or equal</b> Product # DD4 RIIS	X	
2.	<b>Caliber-</b> .223 Rem. / 5.56 NATO	X	
3.	<b>Barrel-</b> 11.5" Government Profile barrel Free Floating Barrel	X	
4.	<b>Capacity-</b> 30+1 or greater magazine (accepts all std. sizes)	X	
5.	<b>Gas System-</b> Carbine Length Gas System	X	
6.	<b>Controls-</b> Fully ambidextrous lower receiver	X	
7.	<b>Rail System-</b> 10.5" R-III-S rail two-piece handguard M-LOK 6-bolt system	X	
8.	<b>Barrel Material</b> – 4150 Chrome Molly Vanadium	X	
9.	<b>Type</b> – Cold Hammer Forged	X	
10.	<b>Rifling</b> – 1:7' twist rate	X	
11.	<b>Gas System</b> – Direct impingement Carbine Length	X	
12.	<b>Muzzle Device</b> – Flash Suppressor	X	
13.	<b>Overall Length-</b> 27 7/8" to 31 1/4"	X	
14.	<b>Weight</b> (unloaded) 5.92 lbs	X	

## APPENDIX F

### BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** NA

Description	Estimated Quantity	Pricing per Unit
Daniel Defense R-III-S (Product # DD4 RIIS)	20	\$1542.11
Or Equal Product		
<b>Manufacturer:</b> <u>Daniel Defense</u>		
<b>Model:</b> <u>DD4 RIIS</u>		\$

This Price Bid Form is hereby submitted by the undersigned:

Clyde Armory, Inc

Printed legal name of Bidder

*[Signature]*

Signature

**Adam Smith, Senior Law Enforcement Sales**

Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/15/2022

Date \_\_\_\_\_

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Clyde Armory, Inc
- City of Huntsville current taxpayer identification number (if available): NA  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: GA, 305-745474
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature:  Title (if applicable): Senior LE Sales  
Type or legibly write name: Adam Smith Date: 11/15/2022



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name: **CLYDE ARMORY INC.** Control Number: **09000235**

Business Type: **Domestic Profit Corporation** Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA** Date of Formation / Registration Date: **1/2/2009**

State of Formation: **Georgia** Last Annual Registration Year: **2022**

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Clyde, Andrew S.**

Physical Address: **4800 Atlanta Hwy, Athens, GA, 30606, USA**

County: **Clarke**

### OFFICER INFORMATION

Name	Title	Business Address
ANDREW S CLYDE	CEO	4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA
ANDREW S CLYDE	CFO	4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA
JENNIFER CHRISTINE CLYDE	Secretary	4800 ATLANTA HIGHWAY, ATHENS, GA, 30606, USA

[Back](#)[Filing History](#)[Name History](#)[Return to Business Search](#)



**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Clyde Armory, Inc

Doing-Business-As Name of Proposer:

Clyde Armory, Inc

Principal Office Address:

4800 Atlanta Highway

Athens, GA 30606

Telephone Number:

706.549.1842

Fax Number:

706.549.3232

Form of Business Entity [check one ("X")]

Corporation X

Partnership       

Individual       

Joint Venture       

Other (describe):       

Corporation Statement

If a corporation, answer the following:

Date of incorporation: Jan 2, 2009

Location of incorporation: Athens, GA

The corporation is held: Publicly X Privately       

Names and titles of corporate officers:

Andrew S. Clyde, President and CEO

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_\_ Limited \_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_\_ No \_\_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

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

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes \_\_\_\_ No X  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes \_\_\_\_ No X  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_\_ No X  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

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#### 4. ACKNOWLEDGEMENTS

**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.**

**I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.**

**Upon award of this bid, I will not substitute any item on this bid under any circumstances.**

**By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.**



Signature of Proposer

Adam Smith

Print or Type Name of Proposer

11/15/2022

Date

Clyde Armory, Inc

Legal Name of Firm

4800 Atlanta Highway

Mailing Address

Athens GA 30606

City State Zip Code

706.549.1842 706.549.3232

Phone

Fax

adam@clydearmory.com cc: lesales@clydearmory.com

Email Address

www.clydearmory.com

Website Address

## Search

### Business Name

### Primary Industry Type

### Hiring Site Locations (by state)

### Account Status

### Items per page

Employer	Doing Business As	Account Status	Date Enrolled	Date Terminated	Workforce Size	Number of Hiring Sites	Hiring Site Locations (by state)
Clyde Armory, Inc.		Open	07/29/2009		20 to 99	1	GA

Showing 1 to 1 of 1 entries. [CSV](#)



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Carrie Power DATE: 11/21/2022  
 FROM: John Autry DEPT: Parking & Public Transit  
 BID #: 4-2023-54 COMMODITY/SERVICE: Tires and Tire Repair

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND TJM Tire LLC dba Kelly's Tire Service

RECOMMENDATION: Award Contract to Kelly's Tire Service

DESCRIPTION	PRICE	UOM	COMMENT
275/70R22.5 X INCITY Z LRJ Michelin Tire	\$581.08	Per Tire	60% Discount from List
255/70R22.5 PIL XZE* LRH Michelin Tire	\$479.99	Per Tire	60% Discount from List
LT225/75R16 Michelin BF Goodrich	\$153.63	Per Tire	50% Discount Paratra Tire
New Bus Wheels / Paratransit Wheels	\$135/125	Per Wheel	Exact Price Per Bid
Flat Repair Bus / Van	\$35 / \$30	Per tire	Exact Price Per Bid
Roadcall Service Charge Bus or Van	\$70.00	Per event	Flat Rate Per Bid
Emergency after hrs Rdside Assistance & Sundays bus/van	\$110	Per Event	Flat Rate Per Bid

INITIAL PURCHASE: As Needed  
 FUNDING SOURCE: 54M10-515580-PT504020 54D1  
 TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Carrie Power  
Department Head

11/21/22  
Date

[Signature]  
Procurement Manager

11/21/2022  
Date

Email completed form to Procurement@huntsvilleal.gov



## CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	<u>Carrie Power</u>	<b>DATE:</b>	<u>11/17/2022</u>
<b>FROM:</b>	<u>John Autry</u>	<b>DEPT:</b>	<u>Parking &amp; Public Transit</u>
<b>BID #:</b>	<u>4-2023-54</u>	<b>COMMODITY/SERVICE:</b>	<u>Tires and Tire Repair</u>

[illegible]



# HUNTSVILLE

Tommy Battle  
Mayor

## City of Huntsville, Alabama

Finance Department  
Procurement Services Division

### Invitation For Bids Tires & Tire Repair

Invitation for Bid #:	4-2023-54
Issue Date:	November 1, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 8, 2022 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a>
IFB Closing Date:	November 15, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a> (256) 564-8060 (256) 427-5059 fax
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Tires & Tire Repair 2023

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

#	SPECIFICATIONS	VENDOR COMPLIANCE	
I.	Objective	YES	NO
a.	The City of Huntsville is seeking bids from interested and qualified firms to provide new tires and tire services for specified medium / heavy duty buses, paratransit minibuses, and smaller department service vehicles. The intent of this IFB is to award contract(s) to the/those responsible firm(s) whose bid, conforming to this IFB is the lowest responsive, responsible bid price; qualified, and compliant with minimum specifications considered. References from current and past customers receiving similar products and services shall be considered in evaluating the qualifications of the bidder.		
b.	Prior Year Data show that a quantity of 144 recaps were purchased. This IFB and specification does not include recaps. It is the intent of the City of Huntsville Public Transit division to purchase all new tires for the fleet of 20 fixed route buses; per specifications.		
II.	Overview of the Fleet	YES	NO
a.	<p>The City of Huntsville's, Public Transit fleet currently consists of approximately 45 units, per attachment "A" – Vehicle Inventory. It includes:</p> <ul style="list-style-type: none"> <li>Quantity of 22 - 32' fixed route transit buses</li> <li>Quantity of 23 - 24' paratransit minibuses</li> </ul> <p>All units are currently maintained by the City of Huntsville's Fleet Maintenance Division.</p>		
III.	General	YES	NO
a.	The selected Contractor(s) shall provide efficient and effective tire dispensing services necessary to support the City's vehicles and equipment at the City of Huntsville's Public Transit facility. This should include all staffing and management with stock that consists of new tires, per specifications.		
b.	Work includes, but is not limited to, providing all labor, materials, equipment, tools, testing equipment, service truck(s) and services required for the program management and administration of scheduled maintenance and repairs (monitor and maintain proper tire pressure, check tire tread depth, rotate tires, balance tires, install new tires, properly dispose of unusable tires, inspect and submit reports), and tire emergency repairs on equipment owned by the City of Huntsville, Public Transit.		
c.	Tire supply and/or services are for varied Public Transit vehicles of paratransit minibuses, and fixed route buses.		
d.	The Contractor(s) shall be responsible for complying with any and all local, state and federal laws or regulations.		
e.	<p>The Contractor(s), as a minimum, shall meet or exceed with the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:</p> <p><b>EPA</b> – Environmental Protection Agency  <b>OSHA</b> – Occupational Safety &amp; Health Act  <b>ADEM</b> – Alabama Department of Environmental Management</p>		



f.	The Contractor(s) shall correct any and all deficiencies discovered during any inspection at no cost to the City of Huntsville.		
IV.	<b>Responsibilities of the Selected Tire Contractor(s)</b>	<u>YES</u>	NO
a.	The selected Contractor(s) will be required to furnish all supervision, labor and sub-contract work needed to manage and maintain all tires on fixed route buses, and paratransit minibuses consistent with the performance standards and service specifications identified in this IFB. The Contractor(s) will be responsible for providing any and all equipment needed to provide new tires and tire services.		
b.	The Contractor(s) will be required to have extended knowledge of proper application of tire types and sizes. Manufacturer's intended applications must be strictly followed to ensure the safe operation of City transit department vehicles.		
c.	Contractor(s) must provide a personnel roster that identifies each person who will actually work on the contract and provide the title and function to be performed.		
d.	The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.		
V.	<b>Use of City Public Transit Facility / Lot</b>	<u>YES</u>	NO
a.	The City of Huntsville will allow the Contractor(s) to use the Public Transit parking lot, and/or, the service bay located on the Transit property at 500 Church Street to perform the tire services specified in this IFB on Saturdays, or after 7 p.m. on weekdays, or as otherwise agreed upon between Public Transit and Contractor.		
b.	Contractor shall be fully insured including Workers Compensation and Auto Liability Insurance.		
c.	It is anticipated that a majority of work will be performed on the Public Transit facility parking lot. The City of Huntsville does not warrant or guarantee against the possibility that safety or environmental hazards or potential hazards may exist at the Public Transit Services compound. The Contractor(s) will be responsible for identifying any hazardous condition and notifying the City of Huntsville in writing within thirty (30) days of Agreement award. The Contractor(s) will be responsible for making arrangements for the assessment and inspection and will pay for the cost of these services.		
d.	The Contractor(s) will not use City facilities or property for work on vehicles or equipment not owned by or leased by the City of Huntsville. City property will not be used in any manner for any personal advantage, business gain, or other personal endeavors by the Contractor(s) or the Contractor(s)'s employees other than in the performance of the work described in the Agreement unless otherwise authorized by the City of Huntsville.		
e.	Within ten (10) days of Agreement award, the Contractor(s) will schedule with the City of Huntsville a joint inspection of the facility being provided for the purpose of identifying pre-existing deficiencies pertaining to the building, utility system, equipment and other assets. The Contractor(s) and the City of Huntsville will together make a complete and systematic inspection and inventory of all structural mechanical, electrical and utility systems and equipment and tools to which the Contractor(s) will have access to during the course of the Agreement period. The Contractor(s) will then prepare and submit to the City a Pre-Existing Deficiency Report describing all observed deficiencies pertaining to the joint inspection. The Contractor(s) will include and identify, as part of this listing, any feature or system which is functional, but which should be considered for replacement or upgrade due to age or overall condition.		
f.	Subject to approval by the City of Huntsville, the Contractor(s) may use its own garage facilities for work on City equipment.		
VI.	<b>Pricing of Tires</b>	<u>YES</u>	NO
a.	The Contractor(s) shall provide tires to the City of Huntsville at a reduced price from MSRP. The reduction should be a percentage markdown on all tires and should be a set percentage for each group of tire classification as specified by the City of Huntsville.		
b.	The bidder must submit the latest manufacturer's price list for each group and each brand of tires bid with this bid. The price list should include the specific sizes of tires listed under each group on the tire classifications as detailed in this IFB. The price list must be the most current as of the bid opening date.		

c.	Tires provided must be selected and/or mutually agreed upon by the City of Huntsville and the Contractor(s). Under no circumstances will the City of Huntsville be liable for any tire purchased from a source other than the Contractor(s) that was not approved prior to purchase.		
d.	Manufacturer's current detailed product specifications and descriptions, and standard warranty information must be submitted for all products with its bid proposal.		
e.	The percentage discounts in the original bid shall remain firm for the contract term.		
f.	In the event of a manufacturer's list price decrease during the contract period, the City shall receive a full benefit of such price reduction + the discount in the original bid on any subsequent order placed from the effective date of the price reduction during the remainder of the contract period.		
<b>VII.</b>	<b>Tire Specifications</b>	<b>YES</b>	<b>NO</b>
a.	Tires furnished by the Contractor(s) must be major brand (i.e. Michelin, Goodyear, Firestone/Bridgestone, BF Goodrich, or equivalent) unless otherwise noted.		
b.	All tires shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to those normally furnished as original equipment for such vehicles. Tires are to be first quality type, no blemishes or seconds.		
c.	Contractor(s) agrees to substitute for equal quality and value, any tires that have been discontinued and are no longer available.		
d.	Current tire sizes, estimated quantities, and specifications, are as follows:		
i.	Medium/Heavy Duty Buses		
	1. 255/70 R22.5 Quantity: 40 Load Range H, Tread Depth 18/32, Loaded Radius 17.2", 36.7" Overall Diameter, 10.2" Width, 5510 lbs. Max Load Pressure (Single)		
	2. 275/70 R22.5 Quantity: 40 Load Range J, Tread Depth 21/32, Loaded Radius 17.8", 38.1" Overall Diameter, 11.4" Width, 6940 lbs. Max Load Pressure (Single)		
	<ul style="list-style-type: none"> <li>Desired attributes of Medium/Heavy Duty Bus Tires: <ul style="list-style-type: none"> <li>Extra thick sidewall for shocks, impacts, and curb scrub</li> <li>Rated for urban transit use</li> <li>Chip and cut resistant tread compound</li> <li>Metallic chafer ply for protection against mounting damage and brake heat</li> <li>Full depth, interlocking sipes with zig-zag walls</li> <li>Rectangular bead bundle</li> </ul> </li> </ul> <p>(Example of Medium/Heavy Duty Bus Tires meeting specifications would be Michelin X INCITY Z)</p>		
ii.	Modified Paratransit Vans		
	1. LT225/75 R16 Quantity: 161 Load Range E, Tread Depth 13, 29.29" Overall Diameter, 7" Width, 2680@80 lbs. Max Load Pressure (Single)		
e.	The Contractor(s) will replace tires when tires have reached minimum tread depths or have failed, or are otherwise unacceptable due to weathering, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect the safety and performance of vehicle and equipment. The Contractor(s) will evaluate all flat tires and will determine if the tire will be repaired or replaced according to tire condition and safety considerations. The Contractor(s) shall also provide wheel balancing on all new tires that are mounted and on existing tires that are repaired or that require subsequent wheel balancing.		
<b>VIII.</b>	<b>Tire and Inventory Control</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s) shall have access to and control over sufficient tire inventory provided by the vendor's on-site warehouse. The Contractor(s) shall evaluate the usage history of the current inventory of tires and therefore on a regular basis to identify those that should be removed from stock, added to stock, and to determine the stocking level of those that		

	should remain in stock. Prompt response time to tire requests is crucial to establish and maintain a high level of shop productivity. Any decision to make changes that will impact response times will be mutually agreed upon by the Public Transit Manager and the Contractor(s).		
b.	The City reserves the right to purchase tires and/or services from other sources if the vendor cannot obtain the desired tire size and/or services by the start of the business day following the request, in emergency situations to procure tires and/or services immediately and if the vendor cannot supply the tire and/or services in an acceptable timeframe.		
c.	The Contractor(s) shall not issue tires or supplies to City personnel without a Purchase Order. The original detailed invoice and one copy will be sent to Public Transit Management's administrative section. Under no circumstances will City employees be allowed to purchase tires or supplies for personal use from the Contractor(s)'s facility located on City property.		
d.	The Contractor(s) shall maintain warranty records of items sold to the City and issue any credits, including labor, tires and supplies to the City that are covered under these warranties.		
e.	Any usable tire will be retained by the City of Huntsville, as defined by Public Transit personnel, without paying a disposal fee.		
f.	Contractor(s) may utilize any tools (i.e., air compressors, torque wrenches, sockets, jacks) and equipment (i.e., forklifts), at their own risk.		
<b>IX.</b>	<b>Pre-Mounted Inventory</b>	<b>YES</b>	<b>NO</b>
a.	Public Transit does not have a pre-mount inventory program in place at this time.		
<b>X.</b>	<b>Public Transit Emergency Tire Service</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s) shall respond, via telephone or two-way, to any request for tire service by Public Transit in a timely manner.		
b.	The Contractor(s) shall perform any emergency tire repairs, as needed, to repair or replace equipment tire(s) of the Public Transit inventory in agreement.		
<b>XI.</b>	<b>Public Transit After-Hour Emergency Tire Assistance</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s) must be able to provide roadside assistance to Public Transit inventory identified in this agreement after normal business hours, including holidays and weekends, as required.		
b.	Contractor(s) shall make every effort possible, including having all necessary tools, replacement materials and labor on hand at time of tire repair, to make all roadside tire repairs and tire replacement(s) in a safe, cost-efficient manner.		
c.	In the event the Contractor(s) is unable or unwilling to respond within the required dispatch time after telephone notification of the emergency, Public Transit, City of Huntsville, reserves the right to procure the Products or Services or a combination of Products and Services elsewhere without Contract violation.		
<b>XII.</b>	<b>Invoicing</b>	<b>YES</b>	<b>NO</b>
a.	Invoicing from the Contractor(s) shall include, but not be limited to, the following: - Invoice Number - Equipment Number (six digits) - Date of Service - Description of Service - Cost of Tire - Quantity - Cost of Service - Tire Disposal Fees - Service Charge (when applicable) - Invoice Total		
<b>XIII.</b>	<b>Safety</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s) shall provide safety barriers, as required, to clearly identify the working area and to prevent others from accessing the work area. This safety zone shall be		

	sufficiently sized to prevent damage to others in case of installation failure or if tools or other items fall from equipment affected under this contract.		
b.	Upon the completion of work, the Contractor(s) shall remove the safety barriers from the work area.		
<b>XIV.</b>	<b>Deliverables</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s) shall provide comprehensive activity reports from its computer database when requested. Some activity items, such as, but not limited to, lost sales, back orders and number of days on order may be required on a daily basis. The City reserves the right to require any information considered necessary to monitor the Contractor(s)'s operation and to receive them on whatever frequency (i.e. daily, weekly, etc.)		
<b>XV.</b>	<b>Work Schedule</b>	<b>YES</b>	<b>NO</b>
a.	The current Public Transit Hours of Operation are: Monday – Friday – 5:30 AM – 6:30 PM Regular Routes Friday 5:30 PM – 10:00 PM Special Routes		
b.	Anticipated expansion Public Transit Hours of Operation are: Regular Routes Monday – Friday will be extended by two (2) hours Monday - Friday - 5:30 AM - 8:30 PM Regular Routes Saturday – 5:30 AM – 6:30 PM Regular Routes		
<b>XVI.</b>	<b>Contractor(s) Personnel</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s) shall provide sufficiently trained, knowledgeable and service-orientated personnel to efficiently and effectively operate the total tire services function, as detailed. The Contractor(s) must provide provisions for staffing, not only during normal working hours, but also during times of emergency, vacation and sick leave. The Contractor(s) shall be responsible for the hiring, staffing, supervising, promoting, transferring and dismissal of any person employed in the performance of the resulting contract. The Contractor(s) shall also be responsible for all wages, taxes, social security taxes, fringe benefits and training for these employees. Public Transit Management must approve the operation's supervisor selected by the Contractor(s).		
b.	All employees will wear uniforms that will include the Contractor(s)'s name and employee's name in a visible location.		
<b>XVII.</b>	<b>Compliance with FTA Special Terms and Conditions, Item 13, Substance Abuse Testing as Outlined Below</b>	<b>YES</b>	<b>NO</b>
a.	The Contractor(s)'s employees must meet City pre-employment standards including those associated with drug and alcohol tests.		
b.	The Contractor(s) must comply with the drug and alcohol testing program that complies with the requirements under U.S. Department of Transportation (DOT), 49 C.F.R. part 40, as amended; the Federal Transit Administration (FTA), 49 C.F.R., part 655; and the Federal Motor Carrier Safety Administration (FMCSA), 49 C.F.R. part 382. This includes a written Drug and Alcohol Policy that has been approved by the City of Huntsville's Legal Department. The awarded Contractor(s) Drug & Alcohol Program must comply with the following:		
i.	The company's Drug and Alcohol Policy must be approved by the City of Huntsville, Legal Department in writing.		
ii.	The company must secure a DOT-compliant Testing Consortium/Third Party Administrator (C/TPA) to manage the drug and alcohol testing process, maintain record keeping and reporting requirements, and notify the company's Designated Employer Representative (DER) of all test results and other testing program elements.		
c.	A company who is subject to DOT drug and alcohol testing regulations must submit annual drug and alcohol testing data as required by their respective DOT agency. The annual drug and alcohol testing data being submitted for a specific calendar year is to be submitted to Kimon Washington, City of Huntsville, Health Center Resources & Program Manager, 2227 Drake Avenue, SW, Suite 26, Huntsville, AL 35805, NO LATER than January 31 <sup>st</sup> of the following calendar year. The MIS Report is a summary of testing requirements for the previous year.		

d.	The Contractor(s) shall direct any comments, questions or concerns during the course of the resulting contract to the City of Huntsville's Public Transit Manager.		
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## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** \_\_\_\_\_

### MEDIUM / HEAVY DUTY BUSES

DESCRIPTION	U/M	PRICE
DISCOUNT OFF NEW TIRE MSRP	EA	\$ <i>SEE Attached</i>
NEW WHEEL	EA	\$ <i>135.00</i>
CHANGE TIRE (PER TIRE)	EA	\$ <i>Included</i>
MOUNT AND DISMOUNT (TO INCLUDE ACCESSORIES)	EA	\$ <i>30.00</i>
FLAT REPAIR, OFF VEHICLE (PER TIRE)	EA	\$ <i>35.00</i>
ROADCALL SERVICE CHARGE - TIRES <i>Flat Rate</i>	HR	\$ <i>70.00</i>
EMERGENCY VEHICLE AFTER-HOURS ROADSIDE ASSISTANCE - TIRES	HR	\$ <i>110.00</i>
USED TIRE RECYCLE AND DISPOSAL FEE (PER TIRE)	EA	\$ <i>8.00</i>
ALIGNMENT	EA	\$ <i>129.95</i>

*Service Call - Sunday's Flat Rate 110.00*

### MODIFIED VANS

DESCRIPTION	U/M	PRICE
DISCOUNT OFF NEW TIRE MSRP	EA	\$ <i>See Attached</i>
NEW WHEEL	EA	\$ <i>125</i>
CHANGE TIRE (PER TIRE)	EA	\$ <i>Included</i>
MOUNT AND DISMOUNT (TO INCLUDE ACCESSORIES)	EA	\$ <i>27.50</i>
FLAT REPAIR (PER TIRE)	EA	\$ <i>30.00</i>
ROADCALL SERVICE CHARGE - TIRES <i>Flat Rate</i>	HR	\$ <i>70</i>
EMERGENCY VEHICLE AFTER-HOURS ROADSIDE ASSISTANCE - TIRES	HR	\$ <i>110.00</i>
USED TIRE RECYCLE AND DISPOSAL FEE (PER TIRE)	EA	\$ <i>3.00</i>
ALIGNMENT	EA	\$ <i>99.95</i>

*Service Call Sunday's Flat Rate 110.00*

This Price Bid Form is hereby submitted by the undersigned:

TJM Tire LLC  
Printed legal name of Bidder

Michael Johnson  
Signature

Michael Johnson Member  
Printed name of individual/corporate officer/general  
partner/joint venturer AND Title

11-14-22  
Date

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): TJM Tire LLC DBA Kelly's Tire Service
- City of Huntsville current taxpayer identification number (if available): 44110  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>Alabama</u> <sup>MS</sup> <u>284</u> <u>434-997</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Michael Johnson Title (if applicable): Member  
Type or legibly write name: Michael Johnson Date: 11-14-22





## Alabama Secretary of State



TJM Tire, LLC	
Entity ID Number	000 - 284 - 997
Entity Type	Domestic Limited Liability Company
Principal Address	2750 JORDAN LANE HUNTSVILLE, AL 35816
Principal Mailing Address	2750 JORDAN LANE HUNTSVILLE, AL 35816
Status	Exists
Place of Formation	Madison County
Formation Date	08/02/2013
Registered Agent Name	LOVETT, THOMAS
Registered Office Street Address	2750 JORDAN LANE HUNTSVILLE, AL 35816
Registered Office Mailing Address	2750 JORDAN LANE HUNTSVILLE, AL 35816
Nature of Business	TIRE SALES & ANY OTHER LAWFUL PURPOSE
Organizers	
Organizer Name	NOT PROVIDED
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Organizer Name	LOVETT, THOMAS
Organizer Street Address	28955 COPELAND ROAD TONEY, AL 35773
Organizer Mailing Address	28955 COPELAND ROAD TONEY, AL 35773
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a>. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	2021
Scanned Documents	
Document Date / Type / Pages	08/15/2013 Certificate of Formation 6 pgs.

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**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

TJM Tire LLC

Doing-Business-As Name of Proposer:

Kelly's Tire Service

Principal Office Address:

2832 B Jordan Lane  
Huntsville AL 35816

Telephone Number:

256-217-8680

Fax Number:

256-217-8679

Form of Business Entity [check one ("X")]

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

8-2013

Location of incorporation:

Alabama

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

Michael Johnson

Thomas Lovett

James Cantrell

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_\_\_ Limited \_\_\_\_\_

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_\_\_ No \_\_\_\_\_

Name, address of each Joint Venturer and percent of ownership of each:

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

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes \_\_\_\_\_ No X  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes \_\_\_\_\_ No X  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes \_\_\_\_\_ No X  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

Michael Johnson  
Signature of Proposer

Michael Johnson  
Print or Type Name of Proposer

11-14-2022  
Date

TJM Tire LLC  
Legal Name of Firm

2832 B Jordan Lane  
Mailing Address

Huntsville AL 35816  
City State Zip Code

256-217-8680 256-217-8679  
Phone Fax

Michael/T@TJM LLC.com  
Email Address

Kellys Tire Service  
Website Address



The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

**If you have any questions, contact E-Verify at 1-888-464-4218.**

Employee IJM Tire LLC

Thomas Lovett  
Name (Please Type or Print)

Handwritten: H1

**TRE**

D450

E-Verify Employer Agent Mason, Barden & Diehl, Inc.

**Lauren Stokes**

Name (Please Type or Print)

**Electronically Signed**

1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 26

**THIS**

08/20/2013

Date:

**Department of Homeland Security - Verification Division**

Name (Please Type or Print)

115

**Signature**

**Index**

**Information Required  
For the E-Verify E-Verify Employer Agent Program**

**Information relating to your Company:**

**Company Name:** TJM Tire LLC



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: 11/30/2022  
FROM: AUTUMN MCCORD DEPT: FLEET SERVICES  
BID #: 17-2023-15 COMMODITY/SERVICE: Automotive Lighting, Assoc. Equip.

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Mobile Communications America, Inc.

RECOMMENDATION: Please award this bid to Mobile Communications America, Inc. as they were the lowest, responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
1. FEDERAL SIGNAL VALOR BW FRONT BARW REA	\$2625.00	EACH	
2. FEDERAL SIGNAL HOOK KIT 2020 FPIU	\$55.813	EACH	
3. FEDERAL SIGNAL PATHFINDER SIREN ALL DIGIT	\$892.50	EACH	
4. FEDERAL SIGNAL OBD INTERFACE CABLE 25FT F	\$125.00	EACH	
5. FEDERAL SIGNAL FPIU SPEAKER BRACKET NO D	\$28.788	EACH	
6. FEDERAL SIGNAL DUAL RUMBLER KIT	\$438.75	EACH	
7. FEDERAL SIGNAL 2020 FPIU RUMBLER MOUNTIN	\$40.538	EACH	

INITIAL PURCHASE: As Needed  
FUNDING SOURCE: 3020-15-00000-520100-0000000  
TERM OF CONTRACT: ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

### APPROVALS:

My staff and I have complied with all laws, regulations, City of Huntsville Procurement Rules, and the provisions of any contract and/or grant agreements applicable to this procurement process. In addition, my staff and I have not sought by collusion with the recommended Proposer/Bidder to obtain any advantage over any other Proposer/Bidder in this procurement.

Ricky Wilkinson

Digitally signed by Ricky Wilkinson  
Date: 2022.11.30 13:19:25 -06'00'

11/30/2022

Department Head

Date

Tamara M. Yancy

Digitally signed by Tamara M.  
Yancy

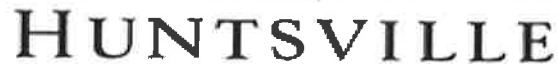
Date: 2022.11.30 13:45:29 -06'00'

11/30/2022

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



## CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	<u>PROCUREMENT</u>	<b>DATE:</b>	<u>11/30/2022</u>
<b>FROM:</b>	<u>AUTUMN MCCORD</u>	<b>DEPT:</b>	<u>FLEET SERVICES</u>
<b>BID #:</b>	<u>17-2023-15</u>	<b>COMMODITY/SERVICE:</b>	<u>AUTOMOTIVE LIGHTING, ASSO</u>

[illegible]



Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

**Invitation For Bids**  
**Automotive Lighting, Associated Equipment & Installation/Removal Services**

Invitation for Bid #:	17-2023-15
Issue Date:	November 15, 2022
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a Certificate of Insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	November 22, 2022 @ 5:00 PM All questions must be submitted in writing to <a href="mailto:larissa.schroeder@huntsvilleal.gov">larissa.schroeder@huntsvilleal.gov</a> .
IFB Closing Date:	November 29, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder <a href="mailto:larissa.schroeder@huntsvilleal.gov">larissa.schroeder@huntsvilleal.gov</a> (256) 427-5058 (256) 427-5059 fax
City Internet Site:	<a href="http://www.bidnetdirect.com/alabama/cityofhuntsville">www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	Automotive Lighting, Associated Equipment & Installation Removal Services Bidder Pricing Form 2023.xlsx
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Automotive Lighting, Associated Equipment & Installation/Removal Services 2023



## APPENDIX D

### DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of equipment and service the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	A. GENERAL INFORMATION		
1	The City reserves the right to procure and/or substitute any product furnished by the Bidder/Contractor if it is in the best interest of the City.	X	
2	All products shall be new, standard production and shall be of standard OEM quality equal to or superior in every respect to be first quality type, no blemishes, or seconds.	X	
	B. CONTRACTOR COMPLIANCE SPECIFICATIONS		
3	The Contractor is not to sell any items until a purchase order has been issued.	X	
4	The Contractor will be responsible for handling all warranty claims.	X	
5	The Contractor will provide warranty on all items sold for a period of not less than one (1) year.	X	
6	The Contractor agrees to warehouse or store items purchased for a period up to ten (10) months at no cost to the City.	X	
7	The Contractor must have a manned repair facility with a minimum of three (3) employees skilled in the removal/installation of the equipment that meets the needs of the City as defined in this contract. The facility must be secure and located within the corporate boundaries of the city of Huntsville and have a commute time of thirty (30) minutes or less to/from the Fleet Services Department, 2739 Johnson Road, Huntsville, Alabama 35805.	X	
8	The following standards shall be observed for the installation and removal of equipment for the City. Any request for deviation from this policy shall be submitted in writing to the Fleet Services Manager as appropriate for approval before work begins. All installations/removals shall be inspected by the appropriate City personnel upon delivery to the City to ascertain compliance with specifications. Dispute resolution and installation inspection of vehicles will be determined/conducted by the appropriate City personnel. Items not found to comply will be rejected until proper remedial measures are taken to assure conformity. Remedial measures shall be taken no less than five (5) working days from original delivery.	X	
9	The location of equipment will be determined either by existing template vehicles or by consulting the appropriate City personnel. Always consult the manufacturer's upfit manual for proper locations.	X	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
10	The equipment shall in no way obstruct the operation of the vehicle or other equipment and shall not encumber the operator in any way. At no time and in no way shall any component interfere with the operation of air bags or any of their components. All units shall be mounted so that it is easily within the operator's field of view. All units shall be mounted securely and in a manner that minimizes vibrations and maximizes utility.	X	
11	All wires shall be in split loom flexible conduit and use shortest possible runs of wiring between components. Wiring shall never be secured to steering column, brake, or clutch components, or encumber any other moving part under the dash. Cables that are routed outside the passenger compartment shall not obstruct nor contact suspension components. All wiring connections, placement, and routing must meet vehicle manufacturer standards. Conduit and wiring shall be routed up and under the dash out of sight and secured with wire ties, behind kick panels and under door sills. Cables that are routed outside the passenger compartment shall not obstruct nor contact suspension components. Entry through bulkheads shall be sealed as recommended by the manufacturer's upfit manual to provide safe passage of wiring from exterior to interior.	X	
12	At no time and in no way is excess wiring to be allowed in an installation. All wire connections shall be made in accordance with the manufacturer's recommendations.	X	
13	Cabling shall be routed away from all hot surfaces such as manifolds, catalytic converters, mufflers, and other exhaust members. All power wires are to be connected to the accessory breakout box, wired such that they are energized only when the vehicle ignition switch is on (relays will be allowed for this purpose as necessary and will be furnished as a part of the installation). All units must be wired with the positive lead fused according to the manufacturer's upfit manual.	X	
14	Care shall be used in the drilling of holes to ensure no obstructions, bracing or other components shall be damaged. The Contractor will be responsible for all repairs to a vehicle as the result of misdrilled holes or other acts of negligence. The Contractor shall notify management of acts of negligence so a suitable course of action may be determined. (Acts of negligence to be determined by a designated City employee)	X	
15	Antenna locations shall be determined on an individual basis by appropriate City personnel. All connections shall be in compliance with manufacturer requirements for antenna attachments.	X	
16	Removal of equipment shall be accomplished with the same attention to detail as installations. All mounting hardware shall be removed, no screws or brackets are to be left behind that were not part of the vehicle when delivered from the factory. At no time and in no way are excess wires to be left in place or simply "cut off". All wiring shall be removed from point of origin to termination. Bulkhead passages shall be filled and sealed (made watertight) when empty of wiring.	X	
<b>C. PRODUCT PRICING LIST</b>			
17	The Contractor must submit two (2) catalogs and list pricing for all the other manufacturer's equipment not listed within the Bidder Pricing Form.	X	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
18	The discount percentage off list price for all the manufacturer's catalog items must be no less than 20%.	X	
19	Pricing on lighting and equipment must include freight.	X	
20	All bid items listed within the Bidder Pricing Form must match the part number and manufacturer. Any items that are claimed to be equivalent will not be accepted.	X	
21	The Contractor must be an authorized dealer able to sell, warranty, and install Federal Signal products.	X	
22	The Contractor must be an authorized dealer able to sell, warranty, and install Whelen products.	X	

## **APPENDIX F BIDDER PRICING FORM**

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

Bidder must include in its Bid price all labor, supervision, materials, equipment, and tools of the trade required to meet the Contract requirements. Prices quoted shall be in U.S. Dollars, delivered prices, F.O.B. destination, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will not accept charges for transportation, handling, packaging, installation or out-of-pocket expense other than as specified in the Bid.

Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase above the price in the bid. Any bid containing an "Escalator Clause" will not be considered unless so stipulated in the Invitation for Bid. Discounts will be considered in determining the lowest responsible bidder, however, any payment term based on less than 30 days will not be considered. Discounts will be figured from the date of acceptance by the City regardless of date of delivery or invoice.

Bidder shall acknowledge receipt of all addenda in the space provided on the Bidder Pricing Form below. Failure to acknowledge receipt of addenda shall not relieve Bidder of full responsibility for all requirements contained in addenda.

**We acknowledge receipt of the following addenda:** One (1)

**See Bidder Pricing Form attached as a separate file - Automotive Lighting,  
Associated Equipment & Installation Removal Services Bidder Pricing Form  
2023.xlsx**

**The Bidder Pricing Form must be completed, signed and submitted with the bid  
response.**

## BIDDER PRICING FORM

### AUTOMOTIVE LIGHTING, ASSOCIATED EQUIPMENT & INSTALLATION/REMOVAL SERVICES

**BID# 17-2023-15**

Item #	Description	Part Number	Part Manufacturer	Estimated Quantity	Unit	Unit Price	Extended Total
1	FEDERAL SIGNAL VALOR BW FRONT BARW REAR	VALR51J-1638213049	FEDERAL SIGNAL	2	EACH	\$2,625.000	\$5,250.000
2	FEDERAL SIGNAL HOOK KIT 2020 FPIU	HKB-FPIU20-HP	FEDERAL SIGNAL	2	EACH	\$55.813	\$111.625
3	FEDERAL SIGNAL PATHFINDER SIREN ALL DIGITAL WITH INTRAGRATED RUMBLER	PF200	FEDERAL SIGNAL	2	EACH	\$892.500	\$1,785.000
4	FEDERAL SIGNAL OBD INTERFACE CABLE 25FT FORD FPIU	OBDCABLE25-2	FEDERAL SIGNAL	2	EACH	\$125.000	\$250.000
5	FEDERAL SIGNAL FPIU SPEAKER BRACKET NO DRILL	ESBL-FPIU20	FEDERAL SIGNAL	2	EACH	\$28.788	\$57.575
6	FEDERAL SIGNAL DUAL RUMBLER KIT	RBKIT2	FEDERAL SIGNAL	2	EACH	\$438.750	\$877.500
7	FEDERAL SIGNAL 2020 FPIU RUMBLER MOUNTING KIT	RB-FPIU20	FEDERAL SIGNAL	2	EACH	\$40.538	\$81.075
8	FEDERAL SIGNAL 3" RED/WHITE INTERIOR LIGHT	COM3SRWC	FEDERAL SIGNAL	2	EACH	\$55.813	\$111.625
9	FEDERAL SIGNAL FLUSH MOUNT LED BLUE (REAR OEM BUMPER)	416300-BW	FEDERAL SIGNAL	2	EACH	\$74.025	\$148.050
10	FEDERAL SIGNAL MICROPULSE WIDE ANGLE BLUE (UNDER	MPSW9-BW	FEDERAL SIGNAL	2	EACH	\$161.563	\$323.125
11	FEDERAL SIGNAL UNDER MIRROR BRACKET FOR 2020 FPIU AND	MPSMW9-FPIU20MIR	FEDERAL SIGNAL	2	EACH	\$24.088	\$48.175
12	FEDERAL SIGNAL MPS BLUE/WHITE (ABOVE REAR TAG)	MPS652-BW	FEDERAL SIGNAL	2	EACH	\$122.788	\$245.575
13	FEDERAL SIGNAL MICROPULSE ULTRA BLUE/WHITE (GRILLE/BOTTOM OF HATCH)	MPS62U-BW	FEDERAL SIGNAL	2	EACH	\$98.750	\$197.500
14	FEDERAL SIGNAL CHARGER SPEAKER BRACKET	ESB-CHGR15	FEDERAL SIGNAL	2	EACH	\$51.113	\$102.225
15	FEDERAL SIGNAL 100W SPEAKER	ES100C	FEDERAL SIGNAL	9	EACH	\$225.013	\$2,025.113
16	FEDERAL SIGNAL FRONT ILS BLUE/WHITE	SIFMJS-MALIBU-BW	FEDERAL SIGNAL	9	EACH	\$866.250	\$7,796.250
17	FEDERAL SIGNAL 8 HEAD CN SIGNALMASTER BLUE/AMBER	CNSMJ8R-P2C	FEDERAL SIGNAL	9	EACH	\$687.500	\$6,187.500
18	FEDERAL SIGNAL PATHFINDER HANDHELD SIREN ALL DIGITAL WITH INTRAGRATED RUMBLER	PF200H	FEDERAL SIGNAL	9	EACH	\$1,027.500	\$9,247.500
19	FEDERAL SIGNAL OBD INTERFACE CABLE 25FT FORD UNIVERSAL	OBDCABLE25-1	FEDERAL SIGNAL	9	EACH	\$125.000	\$1,125.000
20	FEDERAL SIGNAL MPS6 SWIVEL BRACKET	MPSM6-SB	FEDERAL SIGNAL	9	EACH	\$19.975	\$179.775
21	FEDERAL SIGNAL LONG L BRACKET FOR REAR CNSMJ8R	SLB-001	FEDERAL SIGNAL	9	EACH	\$24.675	\$222.075
22	FEDERAL SIGNAL MICROPULSE ULTRA BLUE/WHITE (GRILLE/REAR SIDE DOOR)	MPS62U-BW	FEDERAL SIGNAL	9	EACH	\$98.750	\$888.750
23	FEDERAL SIGNAL HIDEAWAY LED BLUE (REAR TAIL LIGHT)	416900-BW	FEDERAL SIGNAL	9	EACH	\$76.375	\$687.375
24	FEDERAL SIGNAL 53" ALLEGIANT AMBER FRONT/REAR FLOOD CLEAR DOME 6 BUTTON CONTROLLER	ALGT53JZ-AMBR3H6C	FEDERAL SIGNAL	7	EACH	\$1,500.000	\$10,500.000
25	81" FREEDOM IV LIGHTBAR	F4N1QLED	WHELEN	1	EACH	\$3,331.500	\$3,331.500

26	72" FREEDOM IV LIGHTBAR	F4N7QLED	WHELEN	1	EACH	\$2,913.000	\$2,913.000
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\*Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.

EQUIPMENT TOTAL: **\$54,692.888**

Item #	Description	Part Number	Part Manufacturer	Estimated Quantity	Unit	Unit Price	Extended Total
27	LABOR RATE PER HOUR FOR INSTALLATION/REMOVAL/UPFITS	N/A	N/A	8	HRS	\$115.000	\$920.000

\*Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.

LABOR TOTAL: **\$920.000**

GRAND TOTAL FOR EQUIPMENT & LABOR: **\$55,612.888**

The discount percentage off list price for all the manufacturer's catalog items must be no less than 20%.

Discount percentage off list price for Federal Signal items not listed in Bidder Pricing Form

20 %

Discount percentage off list price for Whelen items not listed in Bidder Pricing Form

20 %

Discount percentage off list price for other manufacturer items not listed in Bidder Pricing Form

20 %

(Bidders Initials)

*(Handwritten initials)*

This Price Bid Form is hereby submitted by the undersigned:

Mobile Communications America, Inc.

Frank Vanderbilt, C.O.O.

Printed legal name of Bidder

Printed name of individual/corporate officer/general partner/joint venturer AND Title

Signature

Date

11.22.22

## **ADDITIONAL MANUFACTURERS**

### **ABLE 2 PRODUCTS**

**AMERICAN ALUMINUM**

**ASSEMBLED PROD. - JOTTO DESK**

**BIG SKY RACKS**

**BROOKINGS**

**CPI**

**EIGHT EVP**

**FEDERAL SIGNAL**

**FENIEX**

**GO RHINO**

**HAVIS**

**INVERTERS DC/AC**

**MARTEL**

**PACER MARINE**

**RAM**

**SETINA**

**SHO-ME**

**SOUNDOFF SIGNAL**

**STAR HEADLIGHT**

**STI-CO**

**SYNNEX CORP/GETAC**

**TOMAR**

**WHELEN**

**WINDY CITY WIRE**

**GETAC**

**LIND Electronics**

**SONETICS/FIRECOM**

**PRO-GARD**

**PANASONIC**

Mobile Communications America is a vendor for all the manufacturers listed on this page.

Due to printing Catalogs & List pricing for each would be thousands of pages, we are happy to provide as needed/requested.

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Mobile Communications America, Inc.
- City of Huntsville current taxpayer identification number (if available): 318668  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>000-299-361 Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

**C. Entity I.D. Numbers.** If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: [www.sos.state.al.us/](http://www.sos.state.al.us/), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

**D. Formation Documents.** Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): COO  
Type or legibly write name: Frank Vanderbilt Date: 11/22/2022





# Alabama Secretary of State



Mobile Communications America, Inc.	
Entity ID Number	000 - 299 - 361
Entity Type	Foreign Corporation
Principal Address	100 DUNBAR STREET STE 200 SPARTANBURG, SC 29306
Principal Mailing Address	100 DUNBAR STREET STE 200 SPARTANBURG, SC 29306
Status	Exists
Place of Formation	Delaware
Formation Date	08/01/2013
Qualify Date	03/24/2014
Registered Agent Name	CORPORATION SERVICE COMPANY, INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	03/21/2014
<b>Annual Reports</b>	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or <a href="http://www.revenue.alabama.gov">www.revenue.alabama.gov</a> . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a>
<b>Transactions</b>	
Transaction Date	05/16/2018
Legal Name Merged	Mobile Communications of North Florida, LLC
Transaction Date	05/16/2018
Miscellaneous Filing Entry	Merger Effective 12-31-2017 11:59 11:59
Transaction Date	07/22/2021
Legal Name Merged	Sharp Communication, Inc.
Transaction Date	07/22/2021
Miscellaneous Filing Entry	Merger Effective 07/31/2021 @ 17:00
Transaction Date	12/29/2021

Mobile Communications America, Inc.	
Agent Mailing Address Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Transaction Date	12/29/2021
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	<u>03/24/2014</u> Certificate of Formation 10 pgs.
Document Date / Type / Pages	<u>05/16/2018</u> Merger 6 pgs.
Document Date / Type / Pages	<u>07/22/2021</u> Merger 3 pgs.
Document Date / Type / Pages	<u>12/29/2021</u> Registered Agent Change 2 pgs.

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**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

Name of Proposer (exactly as it would appear on an agreement):

Mobile Communications America, Inc.

Doing-Business-As Name of Proposer:

Mobile Communications America, Inc.

Principal Office Address:

100 Dunbar Street, Suite 304, Spartanburg, SC 29306

Telephone Number:

(256) 533-2484

Fax Number:

Form of Business Entity [check one ("X")]

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

8/1/2013

Location of incorporation:

Delaware

The corporation is held:

Publicly    Privately X

Names and titles of corporate officers:

Vince Foody, CEO

Frank Vanderbilt, COO

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General ☐ Limited ☐

Name, address, and ownership share of each general partner owning more than five percent (5%) of the partnership:

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

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes ☐ No ☐

Name, address of each Joint Venturer and percent of ownership of each:

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

## **2. CITY OF HUNTSVILLE EMPLOYEE, MEMBER OF HOUSEHOLD OR BUSINESS ASSOCIATE**

Code of Ala. 1975§36-25-11 requires that contracts entered into with a public official, a public employee, a member of the household of the public official or public employee, or a business with which a public official or public employee associates be filed with the Alabama Ethic Commission. If you are awarded the contract, and if you are a City employee, or if a member of your household is a City employee or public official, or if your business associates with a City employee or public official, you must comply with the provisions of Code al Ala. 1975§36-25-11.

City Employee Yes ☐ No ☒  
If "Yes," Department \_\_\_\_\_

Member of Household City Employee Yes ☐ No ☒  
If "Yes," Name (s) \_\_\_\_\_

Anyone associated with your company a City Employee Yes ☐ No ☒  
If "Yes," Name (s) \_\_\_\_\_

## **3. CONTRACTOR E-VERIFY – NOTICE**

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are included in each subcontract in accordance with §31-13-9(c). Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

Code of Alabama (1975) § 31-13-9 (k) requires that the following clause be included in all City of Huntsville contracts that have been competitively bid and is hereby made a part of this contract:

"By signing this contract the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

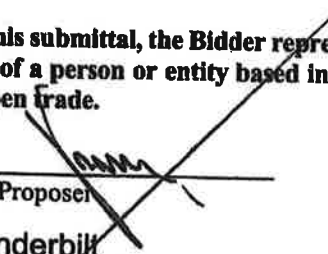
#### 4. ACKNOWLEDGEMENTS

I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB supercede.

I affirm that I have not been in any agreement or collusion among Proposers or prospective Proposers in restraint of freedom of competition.

Upon award of this bid, I will not substitute any item on this bid under any circumstances.

By signing this submittal, the Bidder represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

  
\_\_\_\_\_  
Signature of Proposer

**Frank Vanderbilt**  
\_\_\_\_\_  
Print or Type Name of Proposer

**11/22/2022**  
\_\_\_\_\_  
Date

**Mobile Communications America, Inc.**  
\_\_\_\_\_  
Legal Name of Firm

**3403 Governors Drive**  
\_\_\_\_\_  
Mailing Address

**Huntsville, AL 35805**  
\_\_\_\_\_  
City State Zip Code

**(256) 533-2484**  
\_\_\_\_\_  
Phone Fax

**shawnterry@callmc.com**  
\_\_\_\_\_  
Email Address

**www.callmc.com**  
\_\_\_\_\_  
Website Address



Company ID Number: 1210671

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Mobile Communications America, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 1210671

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



Company ID Number: 1210671

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





Company ID Number: 1210671

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 1210671

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



Company ID Number: 1210671

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



Company ID Number: 1210671

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 1210671

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

#### **ARTICLE IV SERVICE PROVISIONS**

##### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

#### **ARTICLE V MODIFICATION AND TERMINATION**

##### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 1210671

## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





Company ID Number: 1210671

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.


G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



Company ID Number: 1210671

Approved by:

<b>Employer</b> Mobile Communications America, Inc.	
<b>Name (Please Type or Print)</b> Janice Manuel	<b>Title</b> Accounting Analyst
<b>Signature</b> 	<b>Date</b> 4/2/2019
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b>	<b>Title</b>
<b>Signature</b>	<b>Date</b>



Company ID Number: 1210671

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Mobile Communications America, Inc.
Company Facility Address	100 Dunbar Street, Suite 304 Spartanburg, SC 29306
Company Alternate Address	3403 Govenors Drive Huntsville, AL
County or Parish	Madison
Employer Identification Number	463325861
North American Industry Classification Systems Code	423690
Parent Company	Mobile Communications America, Inc.
Number of Employees	500
Number of Sites Verified for	1



Company ID Number: 1210671

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

Alabama 1 site(s)



Company ID Number: 1210671

**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Laura Fritchey, Director, Operations and Service

Ellen Cartee, Human Resources