



# Huntsville, Alabama

308 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 10/13/2022

**File ID:** TMP-2118

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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.

**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:**

**Address:** N/A

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

**Additional Comments:**

Standard periodic bids utilize by various department.

Update of Bids:

Freddie Louis Auto Accessories - Automotive Upholstery Services (Fleet Services)

Utilicom Supply Associates, LLC - Signal, Pedestrian Signal Hardware Items and Signal and Pedestrian LEDs and LED Inserts (Traffic Engineering)

Woody Anderson Ford - Light Duty Vehicles (Fleet Services)

Donohoo Chevrolet - Light Duty Vehicles (Fleet Services)

Professional Restoration On-site Solutions, LLC - Gym Floor Restoration (General 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>
Freddie Louis Auto Accessories	Automotive Upholstery Services	One Year W/Extensions
Utilicom Supply Associates, LLC	Signal, Pedestrian Signal Hardware Items and Signal and Pedestrian LEDs and LED Inserts	One Year W/Extensions
Woody Anderson Ford Donohoo Chevrolet	Light Duty Vehicles	One Year W/Extensions
Professional Restoration On-site Solutions, LLC	Gym Floor Restoration	One Year W/Extensions

**ADOPTED** this the 13th day of October, 2022.

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

**APPROVED** this the 13th day of October, 2022.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama



Finance Department  
Procurement Services Division

### CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: 09/13/2022  
FROM: AUTUMN MCCORD DEPT: FLEET SERVICES  
BID #: 89-2022-54-1 COMMODITY/SERVICE: Automotive Upholstery Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND FREDDIE LOUIS AUTO ACCESSORIES

RECOMMENDATION: RECOMMEND TO AWARD BID TO FREDDIE LOUIS AUTO ACCESSORIES. NO BIDS RECEIVED, NEGOTIATED.

DESCRIPTION	PRICE	UOM	COMMENT
LABOR RATE	\$100.00	PER HR	
MATERIAL RATE MARK UP	25%		
WARRANTY PERIOD	-	1 YEAR	

INITIAL PURCHASE: AS NEEDED  
FUNDING SOURCE: 1000-15-15100-513030-0000000  
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.

**John Lang** Digitally signed by John Lang  
Date: 2022.09.13 08:28:01 -05'00'

Department Head

Date

**Tamara M. Yancy** Digitally signed by Tamara M.  
Yancy  
Date: 2022.09.13 08:44:52 -05'00'

9/13/2022

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 Automotive Upholstery Services**

Invitation for Bid #:	89-2022-54-1
Issue Date:	July 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:	August 9, 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:	August 16, 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:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Automotive Upholstery Services 2022

## 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.

**[NOTE: ALL RESPONSES TO THIS IFB SHOULD FOLLOW THE SAME FORMAT AS SHOWN IN THIS IFB FOR EASE OF REVIEW BY THE EVALUATION COMMITTEE AND TO ASSURE THE COMMITTEE THAT THE PROPOSER HAS NOT LEFT OUT ANY PORTION OF THE REQUIRED WORK.]**

**I. GENERAL:**

- a. The selected Bidder shall provide efficient and effective services necessary to support the City Departments. This should include all staffing to be experienced in the upholstery repair industry.
- b. The selected Bidder must have a business located within 30 miles of the City of Huntsville Fleet Services shop, 2739 Johnson Rd SW, Huntsville, AL 35805 for the duration of this contract.
- c. Work includes, but is not limited to, providing all labor and materials necessary for quality upholstery repairs in a timely manner, inspections and submitting reports by e-mail and/or by phone.
- d. The Bidder shall be responsible for complying with the regulations of all local, state and federal agencies having jurisdiction over any portion of the work to be performed under this contract.
- e. The Bidder, as a minimum, shall meet or exceed the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:

EPA – Environmental Protection Agency

OSHA – Occupational Safety & Health Act

ADEM – Alabama Department of Environmental Management

VENDOR COMPLIANCE YES   X   NO       

**II. RESPONSIBILITIES OF THE SELECTED CONTRACTOR:**

- a. The Bidder will be required to have extensive knowledge of proper upholstery repairs.
- b. The manufacturer's intended applications must be strictly followed to ensure the safe operation of City vehicles.
- c. 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.

VENDOR COMPLIANCE YES   X   NO       

**III. FACILITY SPECIFICATIONS:**

- a. The Bidder's facility must be of adequate size to handle the required turnover properly and efficiently.
- b. The Bidder's facility must be a safe and secured location. Any vehicles or equipment required to be at the bidder's facility for repairs must be kept safe and secured at all times.

VENDOR COMPLIANCE YES   X   NO

**IV. PRICING OF SERVICES:**

- a. The City reserves the right to procure and/or substitute any part normally furnished by the Bidder if it is in the best interest of the City.
- b. Any part supplied by the Bidder must be selected and/or mutually agreed upon by the City of Huntsville and the Bidder. Under no circumstances will the City of Huntsville be liable for any part purchased from any source.

VENDOR COMPLIANCE YES X NO \_\_\_\_\_

**V. SERVICE SPECIFICATIONS:**

- a. Parts furnished by the Bidder must be major brand or equivalent.
- b. All parts 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.
- c. Aftermarket and LKQ (Like Kind Quality) parts are preferred by Fleet Services when available and can be used safely on vehicles/equipment.
- d. The Bidder agrees to substitute for equal quality and value for all parts that have been discontinued and are no longer available.
- e. Fleet Services maintains a limited amount of spare parts that are occasionally available for use in repairs. Fleet Services maintains the right to use these parts if deemed cost effective and safe for use on vehicles/equipment.

VENDOR COMPLIANCE YES X NO \_\_\_\_\_

**VI. AUTHORIZED DOCUMENTED TIMELY REPAIRS:**

- a. Prompt response time to repair requests is crucial to establish and maintain a high level of productivity. Written detailed repair estimates shall be e-mailed no more than one (1) business day after receiving a vehicle or request.
- b. If the Bidder cannot obtain the desired parts and/or services in an acceptable time frame or under an emergency situation, the City reserves the right to purchase parts and/or services from other sources.
- c. The Bidder shall not make repairs to City vehicles without prior authorization. Detailed quotes will be sent to the Fleet Services Administration.
- d. The Bidder is required to meet with the Fleet Services Coordinator for an on-site/rough inspection/estimate before vehicle is taken to the Bidder's facility for repairs.
- e. The Bidder shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.
- f. It is likely that this solicitation will result in ranked multiple awards determined by pricing. If the first call Bidder cannot provide timely service, the next in line will be issued the repair.

VENDOR COMPLIANCE YES X NO \_\_\_\_\_

**VII. INVOICING:**

- a. The Bidder will be required to complete a form provided by the Fleet Services Department along with Bidder invoicing. Each form will include, but not limited to, the information below:

Invoice Number  
Equipment Number (six digits)  
Date of Service  
Description of Service  
Cost of Parts  
Quantity  
Cost of Service  
Service Charge (when applicable)  
Invoice Total

VENDOR COMPLIANCE YES X NO       

**VIII. PRICING AND CONDITIONS:**

- a. All parts shall not exceed standard list price.  
b. The Bidder will price parts purchased for a job as a markup percentage. Under no circumstances will a price above list be charged. Materials shall not exceed a 25% markup.  
c. Fleet Services will coordinate any transporting of vehicles to and from vendors and/or subcontractors if deemed necessary for repairs.  
d. The Bidder will be responsible for picking up, repairing, and returning all parts to the Fleet Services shop that do not require the vehicle or equipment as a whole to be at the bidder's facility.

VENDOR COMPLIANCE YES X NO       

**IX. WORK SCHEDULE:**

- a. The current Hours of Operation for Fleet Services are:

Monday – Friday: 6:30 AM – 3:30 PM

VENDOR COMPLIANCE YES X NO

## 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:** \_\_\_\_\_

### PARTS PRICING AND LABOR RATES

Material Rate Percentage Markup:

25 %

Labor Rate per hour:

\$ 100 / hr

Warranty Period:

1 year

This Price Bid Form is hereby submitted by the undersigned:

**Freddie Louis Auto Accessories**

Printed legal name of Bidder

Signature

**Wilfred Louis, Owner**

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

9-1-2022

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): Freddie Louis Auto Accessories
- City of Huntsville current taxpayer identification number (if available): 20-2223927  
(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.)

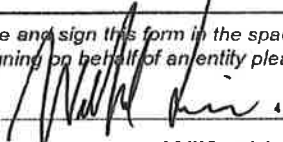
**B. Type of Ownership.** Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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: 112851 ; AL
<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): Owner

Type or legibly write name: Wilfred Louis Date: 9-1-2022



# Alabama Secretary of State



Freddie Louis Auto Accessories, Inc.	
Entity ID Number	000 - 239 - 456
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	01/21/2005
Registered Agent Name	LOUIS, WILFRED
Registered Office Street Address	111 IMPORT CIR HUNTSVILLE, AL 25806
Registered Office Mailing Address	Not Provided
Nature of Business	SELL/INSTALL AUTOMOTIVE ACCESORIES
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	LOUIS, WILFRED
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
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="#">2006</a> <a href="#">2007</a> <a href="#">2011</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a>
Scanned Documents	
Document Date / Type / Pages	<a href="#">01/21/2005</a> Certificate of Formation 7 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):

Freddie Louis Auto Accessories

Doing-Business-As Name of Proposer:

Principal Office Address:

111 Import Circle NW

Huntsville, AL 35806

Telephone Number: 256-858-9221

Fax Number: 256-858-2390

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: January 21, 2005

Location of incorporation: 111 Import Circle NW, Huntsville, AL 35806

The corporation is held: Publicly        Privately X

Names and titles of corporate officers:

Wilfred Louis, Owner

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 <u>X</u> ____
If "Yes," Department	_____	
Member of Household City Employee	Yes ____	No <u>X</u> ____
If "Yes," Name (s)	_____	
Anyone associated with your company a City Employee	Yes ____	No <u>X</u> ____
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

Wilfred Louis

Print or Type Name of Proposer

9-1-2022

Date

Freddie Louis Auto Accessories

Legal Name of Firm

111 Import Circle NW

Mailing Address

Huntsville, AL 35806

City State Zip Code

256-858-9221 256-858-2390

Phone Fax

info@freddielouis.com

Email Address

www.freddielouis.com

Website Address

**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 Freddie Louis Auto Accessories (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: 1894397

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: 1894397

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

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(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

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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.

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- 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



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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

- 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

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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

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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.

## 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,

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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.**

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Approved by:

<b>Employer</b> Freddie Louis Auto Accessories	
<b>Name (Please Type or Print)</b> Freddie Louis	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 09/28/2022
<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> 09/28/2022



Company ID Number: 1894397

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Freddie Louis Auto Accessories
Company Facility Address	111 Import Cir NW Huntsville, AL 35806
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	202223927
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



**Company ID Number:** 1894397

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

AL

1

**Company ID Number:** 1894397

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

Name Freddie Louis  
Phone Number 2568589221  
Fax  
Email [info@freddielouis.com](mailto:info@freddielouis.com)



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This list represents the first 20 Program Administrators listed for this company.



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services / Erin Motes  
**FROM:** Melinda Mills  
**BID #:** 90-2022-64-3  
**DATE:** 9/2/22  
**DEPT:** Traffic Engineering  
**COMMODITY/SERVICE:** Signal, Ped. Signal Hardware Items & Signal & PED LED's/Inserts

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Utilicom Supply Associates, LLC

**RECOMMENDATION:** Traffic Engineering has reviewed the bid we received and recommend all items be awarded to Utilicom.  
Exception - Items 10 and 11 are No Bid.

DESCRIPTION	PRICE	UOM	COMMENT
1) 10' Pedestrian Pole Assembly Complete - Powder Coated Black	1,051.00	EA	
2) 12' Pedestrian Pole Assembly Complete - Powder Coated Black	1,122.00	EA	
3) Span Wire Hanger Yellow, SE-5089-P29	115.00	EA	
4) Pelco or Equal Pedestal Pole, 4' Sch 40 Spun Aluminum No Threads PB5101	168.50	EA	
5) Pelco or Equal Pole Cap, Acorn Type Alum, 4-1/2" OD Pole or Equal			
PB-5401-PNC	23.25	EA	
PB-5401-P33	25.75	EA	

**INITIAL PURCHASE:** As Needed  
**FUNDING SOURCE:** See bottom of 3rd 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: 2022.09.07 14:58:53 -05'00'

09/07/2022

Department Head

Date

**Tamara M. Yancy** Digitally signed by Tamara M.  
Yancy  
Date: 2022.09.27 13:20:17 -05'00'

9/27/2022

Procurement Manager

Date

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



# HUNTSVILLE

Finance Department  
Procurement Services Division

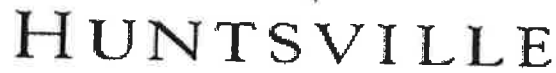
## CONTRACT/BID AWARD RECOMMENDATION FORM Continuation – Page 2

TO: Procurement Services / Erin Motes  
FROM: Melinda Mills  
BID #: 90-2022-64-3

DATE: 9/2/22  
DEPT: Traffic Engineering

COMMODITY/SERVICE: Signal, Ped, Signal Hardware Items & Signal & PED LED's/Inserts

DESCRIPTION	PRICE	UOM	COMMENT
6) Pelco or Equal Pedestal Pole 4" - 8 NPT Sch 40 Spun Alum w/Pelican ID PB-5100 or Equal	312.00	EA	
7) Pelco or Equal Square Base Assembly Alum with Metal Door PB-5335	326.00	EA	
8) Pedestrian Housing Complete with Clamshell Mounting Hardware Painted Black	215.00	EA	
9) LED Countdown Indications for 16" Housing	110.00	EA	
10) No Bid	-	-	
11) No Bid	-	-	
12) Three Section Metal Traffic Signals Housing 12" Ready *Model 2784-Yellow	260.00	EA	
* Model 21669-Yellow / Black	229.00	EA	
13) Three Section Metal Traffic Signals Housing 8" Ready *Model 31901- Yellow	199.00	EA	
*Model 20829 - Yellow / Black	185.00	EA	
14) Signal Head Mounting Hardware for Four Section RAG - Pelco Astro Bracket AG-0125-4-96 or Equal	277.00	EA	
15) Signal Head Mounting Hardware for Three Section RAG - Pelco Astro Brac Galaxy AG-0125 or Equal with 96" Cable Length	266.00	EA	
16) Banding Band 3/4" (.030) in 201SS (100' Roll), Band-It Brand Only	177.95	EA	
17) Banding Buckles 3/4" 201SS Box of 100, Band-It Brand Only	106.50	EA	
18) Bracket, Sign Banding W/SS Bolt and Washer Box of 50, Band-It Brand Only	4.75	EA	
19) Red LED Circular Ball Min 15 Year Warranty	44.25	EA	
20) Amber LED Circular Ball Min 15 Year Warranty	44.25	EA	
21) Green LED Circular Ball Min 15 Year Warranty	44.25	EA	
22) Red LED Arrow Min 15 Year Warranty	48.75	EA	
23) Amber LED Arrow Min 15 Year Warranty	48.75	EA	
24) Green LED Arrow Min 15 Year Warranty	48.75	EA	
25) Red LED Circular Ball Min 5 Year Warranty	54.00	EA	
26) Amber LED Circular Ball Min 5 Year Warranty	54.00	EA	
27) Green LED Circular Ball Min 5 Year Warranty	54.00	EA	
28) Red LED 8" Circular Ball Min 5 Year Warranty	47.65	EA	
29) Amber LED 8" Circular Ball Min 5 Year Warranty	47.65	EA	



**CONTRACT/BID AWARD RECOMMENDATION FORM**  
Continuation – Page 3

**COMMODITY/SERVICE:** Signal, Ped, Signal Hardware Items & Signal & PED LED's/Inserts

[illegible]



# HUNTSVILLE

Tommy Battle  
Mayor

**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids** **Signal and Pedestrian Signal Hardware Items and** **Signal and Pedestrian LEDs and LED Inserts**

Invitation for Bid #:	90-2022-64-3
Issue Date:	August 2, 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:	August 17, 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:	August 23, 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>
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Signal and Pedestrian Signal Hardware Items and Signal and Pedestrian LEDs and LED Inserts 2022

## 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.

	SPECIFICATIONS	VENDOR COMPLIANCE	
		YES	NO
<b>I.</b>	<b>Pedestrian Pedestal Pole and Foundation Anchors</b>		
<b>A.</b>	PELCO, or equal (State approved)	X	
<b>B.</b>	To include: PB-5100-10 (10' pole), PB-5100-12 (12' pole) and PB-5100-15 (15' pole) PB-5335 square base assembly PB-5306 anchor bolt set (4 each) SE-3257 post top assembly	X	
<b>C.</b>	Available in three finishes: 1. Spun Aluminum, 2. Powder coated RAL-6015 Dark Green, and 3. Powder coated Sherwin Williams – Dark Bronze	X	
<b>D.</b>	PELCO Part No. PB-5364 or equal (State approved) Foundation Anchor 7-3/4" to 14-3/4" Bolt Circle, 2" x 3" Hand Hole with 3/4"-10NC Galv Hardware	X	
<b>E.</b>	All pedestal poles will be priced at lengths specified. With the addition of the base, installed poles on the base will stand approximately one foot taller than the lengths of the pole. 10' poles installed will have a height of approximately 11'. 12' poles installed will have a height of approximately 13'. 15' poles installed will have a height of approximately 16'.	X	
<b>II.</b>	<b>Pedestrian Housing</b>	<b>YES</b>	<b>NO</b>
<b>A.</b>	McCain, or equal (housing only)	X	
<b>B.</b>	For 16" LED pedestrian signals to include Clamshell mounting hardware	X	
<b>C.</b>	Available in three finishes: 1. Painted RAL-6015 Dark Green, 2. Painted Sherwin Williams Dark Bronze, and 3. Standard Federal Yellow	X	
<b>III.</b>	<b>Pedestrian Pushbutton</b>	<b>YES</b>	<b>NO</b>
<b>A.</b>	ADA approved		NO BID
<b>B.</b>	Complete with Large Chrome Plunger, Hub and Housing		NO BID
<b>C.</b>	Available in four finishes: 1. Aluminum Finish 2. Painted RAL-6015 Dark Green, 3. Painted Sherwin Williams - Dark Bronze, and 4. Standard Federal Yellow		NO BID
<b>D.</b>	Model BDL3-Y Bulldog Pushbutton		NO BID
<b>E.</b>	APBC-Y Bulldog Alum Push Button Cup		NO BID
<b>IV.</b>	<b>Pedestrian Countdown Signal LED Indications</b>	<b>YES</b>	<b>NO</b>
	<b>General Specification</b>		
<b>A.</b>	These specifications are for the purchase of LED Countdown Pedestrian indications units designed to fit in a traditional 18.5 inch x 18.75 inch housing, with 16 inch (H) x 19 inch (W) inside dimensions.	X	
<b>B.</b>	AND these specifications are for the purchase of LED Count-Down Pedestrian indications unit designed to fit in a WINKOMATIC housing with 15-1/2 inch (H) X 16 inch (W) inside dimensions.		X



C.	The indication shall comply with the <u>Pedestrian Traffic Control Signal Indicators Light Emitting Diode (LED) Signal Modules Prepared by the Institute of Transportation Engineers.</u>	X	
D.	<u>The number of LEDs per signal indication shall be sufficient to achieve intensity to meet ITE photometric test criteria in "Vehicle Traffic Control Heads."</u>	X	
E.	Signal module shall be NEMA 4 compliant.	X	
F.	Beam spread shall meet ITE specifications.	X	
G.	Candlepower distribution shall meet ITE specifications. Brightness shall be maintained in the event of voltage fluctuations or surge within 5% or less between 80-135 VAC.	X	
H.	Lead wires shall be a minimum of 18" with NEMA "spade" type terminals for connection to existing terminal block.	X	
I.	Control circuitry shall prevent current flow through the LEDs in the off state to avoid false indication in daylight and evening hours.	X	
J.	Light intensity shall not decrease (nor flicker) by more than 15% over the allowable temperature operating range.	X	
K.	The multiple LED light source shall be the latest technology available on the market. The minimum expectable for all LEDs shall be "AlInGaP" technology or equal, and rated for 100,000 hours minimum (@ 25 degrees C and 30 MA). AlGaAs technology is no acceptable.	X	
L.	All materials used for the lens and signal module construction shall conform to ASTM specifications for the materials where applicable.	X	
M.	Light distribution should follow the intensity requirements as stated in the ITE standard of the 72 test points in a uniform manner. The light intensity between data points should not dip below the level of the lower of the two adjacent data points.	X	
N.	In accordance with PSCO standards, signal heads measured between -40 degrees C and +74 degrees C, shall have a power factor of 0.9 or higher and THD of less than 20%.	X	
O.	The signal module shall sense catastrophic open LED failures. Upon reaching a 25% LED failure threshold, the signal shall allow at least 25 volts to be developed across it in the test configuration described in the VTSCH, part 2, section 6.4.4.2 entitled <u>Signal Conflict Monitor Compatibility.</u>	X	
P.	Items 24, 25, 26, 27, 28 and 29 – Warranty shall be for a minimum period of five (5) years. This warranty includes workmanship, materials and manufacturing defects. Performance shall be warranted for a minimum period of five years. This shall include repair or replacement of LED signal modules that fall below 100% of the minimum intensity level within the first five years of operation.	X	
Q.	Items 24A, 25A, 26A, 27A, 28A, 29A – Warranty shall be for a minimum period of fifteen (15) years. This warranty includes workmanship, materials and manufacturing defects. Performance shall be warranted for a minimum period of fifteen years. This shall include repair or replacement of LED signal modules that fall below 100% of the minimum intensity level within the first fifteen years of operation.		X
R.	Each LED signal module shall be serialized by the manufacturer and include a date code to facilitate warranty compliance.	X	
S.	All LED signal modules supplied to the City of Huntsville shall be compatible with the Model 170, 2070 and ASC/3 Traffic Controllers, ALL Current Monitors, and ALL Conflict Monitors.		
T.	The pedestrian signal shall consist of a dual LED display incorporating an orange hand and a white walking man in to one unit.	X	
U.	The pedestrian signal shall have a uniform appearance hand And man symbols fully compliant to ITE PTSSI Part 2 LED Pedestrian Traffic Signal Module Specification adopted 3/19/04.	X	
V.	9" high 2 row countdown digits MUTCD compliant are Required.	X	

W.	The unit "counts down" or exhibits to the pedestrian a digital numerical display, informing the pedestrian how much time he has to clear the intersection.			X	
X.	The traditional "Hand" and "Man" graphical display will also be displayed.			X	
Y.	The Countdown Pedestrian Indicator shall learn the walk time interval and the pedestrian clear time interval after one cycle.			X	
Z.	The unit will monitor the timing sequence from the controller and adjust its countdown to match. The unit will automatically learn any sequence changes and adjust as necessary.			X	
V.	<b>Total Countdown</b>			<b>YES</b>	<b>NO</b>
A.	The total countdown shall include the entire "walk" and "pedestrian clear" interval. The graphic man shall be displayed during the "walk" sequence. When the controller reaches the "pedestrian clear" portion of the sequence, the graphic hand shall be displayed in flashing mode. When the controller ends the "pedestrian clear" sequence, the graphic hand shall be displayed in non-flashing mode.			X	
B.	The countdown shall end at the completion of the "pedestrian clear" sequence. The countdown shall stay off until "walk" sequence begins.			X	
C.	The unit shall include a dip switch option for user to set to Countdown to include either the entire "walk" and "pedestrian clear" Interval or the "pedestrian clear" interval only.			X	
D.	When not energized, the WALKING PERSON (symbolizing WALK) and UPGRAISED HAND (symbolizing DON'T WALK) Symbols shall not be readily visible to pedestrians at the far End of the crosswalk that the pedestrian signal head indications Control.			X	
VI.	<b>Preemption</b>			<b>YES</b>	<b>NO</b>
A.	The unit shall be designed to continually sample the previous time interval. In the event the previous two intervals do not match, the unit will blank out the countdown and display a steady graphical hand.			X	
VII.	<b>Construction</b>			<b>YES</b>	<b>NO</b>
A.	Silicone gasketing or EPDM gasket Material shall be provided between the body of the unit and the doors.			X	
B.	The unit shall have three (3) color-coded wire leads with spade-type, quick disconnect terminals.			X	
VIII.	<b>LED Specifications</b>			<b>YES</b>	<b>NO</b>
	12" White Walkman	12" Portland Orange Hand	Countdown Digits		
Chromaticity	XY 333	605 nm	605 nm	X	
Operating Voltage	80 – 135 VAC			X	
Component Wattage	7.2	7.5	6.5 Ave	X	
				<b>YES</b>	<b>NO</b>
Intensity Regulation	<5 % Variation			X	
Operating Temperature	-40 degree C to + 74 degree C			X	
Main Circuits	4			X	
LED Type	InGaN	AlInGaP	AlInGaP	X	
UV Stabilization	YES			X	
Water & Dust Resistant	YES			X	

Voltage Spike Protection			
IX.	YES		
	<b>Warranty</b>	<b>YES</b>	<b>NO</b>
A.	The entire Countdown Pedestrian Indicator shall be warranted for five (5) years from the date of original installation against defects in workmanship and/or materials.	X	
X.	<b>Sample Submissions</b>	<b>YES</b>	<b>NO</b>
A.	All bidder(s) shall be REQUIRED to submit a sample of each type Unit (one of each size LED Countdown signal inserts) with the bid or prior to the bid date. Each device submitted shall be accompanied by Independent test lab Reports, Data Sheet and Warranty.		
XI.	<b>Signal Head Mounting Hardware</b>	<b>YES</b>	<b>NO</b>
A.	Mast-O-Brac or PELCO or equal 3-Section	X	
XII.	<b>Signal Housing</b>	<b>YES</b>	<b>NO</b>
	<b>General Specifications</b>		
A.	These specifications are for the purchase of "Three Section Metal Traffic Signals Housing ready for LED installation", which shall include gaskets, clips, door, and tunnel visor only, and shall not include terminal block, lens, reflector, or socket assemblies.	X	
B.	All signal heads shall meet the requirements of the current revised standard for "Adjustable Face Vehicular Traffic Control Signal Heads" issued by the Institute of Transportation Engineers (ITE) and shall be assembled in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD).	X	
C.	Signal sections shall be delivered fully assembled (with the exception of Visors. Visors shall be delivered in separate packaging. Bulbs, span wire mounting, and cable entrance hanger assembly are not a part of the signal housing and will be purchased separately.	X	
D.	All signals shall be guaranteed against any imperfections in workmanship or materials for a period of one (1) year from the date of delivery.	X	
E.	Each bidder must agree to furnish, upon request, a three-section signal for evaluation.	X	
XIII.	<b>Housing</b>	<b>YES</b>	<b>NO</b>
	<b>General Specifications</b>		
A.	The housing shall be constructed of cast corrosion-resistant, copper-free non-ferrous metal of not less than 17,000 PSI with all parts clean, smooth, and free from flaws, cracks, blow holes and other imperfections.	X	
B.	The housing shall be unitized sectional construction of as many sections as are optical levels, rigidly and securely fastened together into one water-tight assembly.	X	
C.	Each housing shall be arranged with a round opening in the top and bottom so as to be capable of being rotated about a vertical line between the waterproof supporting brackets or trunnions and of being securely fastened at increments of not more than 7 degrees of rotation.	X	
D.	Each bidder shall be required to furnish a letter from the manufacturer stating that the traffic signal furnished shall be capable of withstanding stresses due to winds of 100 MPH when assembled with this signal configuration and attached with back plates of these sizes. Each bidder shall also furnish Instructions as to what size and thickness of washers are required to meet the terms of that specific wind load warranty.	X	
E.	McCain or equal with flat back (housing only) 	X	

<b>XIV.</b>	<b>Exterior Finish</b>	<b>YES</b>	<b>NO</b>
	<b>General Specifications</b>		
<b>A.</b>	City of Huntsville shall specify exterior finish at the time each order is placed. Either finish 1 or 2.	X	
<b>B.</b>	Finish 1. All exterior parts of the signal head except the lens and the insides of visor shall be finished of the best quality of synthetic resin enamel or powder coated of highway yellow.	X	
<b>C.</b>	The insides of the visors shall be painted dull black using the best quality synthetic resin enamel or powder coated.	X	
<b>D.</b>	Finish 2. All exterior parts of the signal head except the lens, the insides of visors, and the entire surface of louvers or fins shall be finished of the best quality of synthetic resin enamel or powder coated that is colored with an all black face with an all federal highway yellow body.	X	
<b>E.</b>	The inside of the visors and the entire surface of louvers or fins shall be painted dull black using best quality synthetic resin enamel or powder coated. All enamel shall conform to the appropriate requirements of Section 855 of ALDOT 2006 Construction Standards.	X	
<b>XV.</b>	<b>Doors</b>	<b>YES</b>	<b>NO</b>
	<b>General Specifications</b>		
<b>A.</b>	The doors shall also be cast units from similar materials to that used for the main section housing. It shall be suitably hinged, and shall be forced tightly against the gasket on the body of the housing by a simple stainless steel locking device.	X	
<b>B.</b>	The doors shall be easily removed without damage to the housing.	X	
<b>C.</b>	All other exterior hardware, such as hinge pins, lens, clips, etc., shall be of stainless steel.	X	
<b>D.</b>	Silicone gasketing or EPDM gasket Material shall be provided between the body of the housing and the doors, between the lenses and the doors, and between the lenses and reflectors to exclude dust and moisture.	X	
<b>XVI.</b>	<b>Visors</b>	<b>YES</b>	<b>NO</b>
	<b>General Specifications</b>		
<b>A.</b>	Each signal head shall have a tunnel visor for each signal indication.	X	
<b>B.</b>	The door shall have an integrally cast collar not less than 3/16 of an inch around the lens opening, and the visor shall be designed to fit tightly against the collar and door, and shall not permit any perceptible filtration of light between the door and the visor.	X	
<b>C.</b>	The visor shall be a minimum of 9-1/2 inches in length and not less than 0.05 inches (no. 16 B&S Gauge) in thickness, with a minimum downward tilt of 3-1/2 degrees.	X	
<b>D.</b>	The visor shall be corrosion-resistant non-ferrous material.	X	
<b>E.</b>	Visors shall be mounted with twist-on slots and stainless steel screws positioned for either vertical or horizontal mounting of the signal.	X	
<b>XVII.</b>	<b>Trunnions</b>	<b>YES</b>	<b>NO</b>
	<b>General Specifications</b>		
<b>A.</b>	All trunnions, brackets, and suspensions used for assembling and mounting vehicle traffic control signal faces shall be entirely weather-tight.	X	
<b>B.</b>	All tubular parts shall be 1-1/2 inch I.P.S. pipe. When hollow-cast brackets or trunnions are used, they shall be of sufficient strength to support the maximum load imposed by the signal heads.	X	
<b>C.</b>	The lower support or connection between signal heads in a span wire or mast arm mounted signal may be an aluminum casting or stamping of suitable strength.	X	
<b>D.</b>	Wire raceway areas within brackets, trunnions, and suspensions shall be of adequate size to carry all necessary wires without crowding, and raceway surfaces shall be free of sharp edges or protrusions which might damage insulation on wires.	X	

<b>XVIII.</b>	<b>Specifications for Circular Balls and Arrows – Traffic Signal Modules</b>	<b>YES</b>	<b>NO</b>
<b>A.</b>	The purpose of this specification is to provide the minimum performance requirements for LED Circular Ball and LED Arrow Traffic Signal Modules.	X	
<b>B.</b>	This specification refers to definitions and practices described in the Vehicle Traffic Control Signal Heads (VTCSH), published in the Equipment and Materials Standards of the Institute of Transportation Engineers (ITE).	X	
<b>C.</b>	All LED Modules designed to this specification shall be operationally compatible with the traffic signal equipment that each type is designed and intended to interface with. This equipment includes all controllers, conflict monitors, current monitors, switch-packs and flashers currently in use.	X	
<b>XIX.</b>	<b>LED Circular Ball</b>	<b>YES</b>	<b>NO</b>
<b>A.</b>	LED Circular Ball Modules shall be designed, built and tested per the ITE's performance specification titled "Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement"- Dated June 27, 2005. Minimum maintained luminous intensity values shall be per Table 1 of the specification. LED Circular Ball Modules shall also conform to the additions and exceptions to specifications noted herein.	X	
<b>XX.</b>	<b>LED Arrow</b>	<b>YES</b>	<b>NO</b>
<b>A.</b>	LED Arrow Modules shall be designed, built and tested per the ITE's performance specification titled "Vehicle Traffic Control Signal Heads:Light Emitting Diode (LED) Vehicle Arrow Supplement"- Dated April 3, 2006. Minimum maintained luminous intensity values shall be per Table 3 (Omni Directional) of the specification. LED Arrow Modules shall also conform to the additions and exceptions to specifications noted herein.	X	
<b>XXI.</b>	<b>Additions &amp; Exceptions To Specifications For All LED Modules Except Where Noted</b>	<b>YES</b>	<b>NO</b>
<b>A.</b>	A one-piece "U" shaped cross section rubber gasket shall be provided with each module to ensure a weather tight fit between the door of the signal housing and the module. The quality of the gasket supplied, and any method used to adhere the gasket to the module (if the gasket is affixed to the module using adhesive), shall be such that the gasket and adhesion technique shall not appreciable deterioration over the life of the module when used in its intended application.	X	
<b>B.</b>	Wiring for electrical connections to the module shall be terminated with insulated 0.250" (inch) female quick disconnect push on terminals.	X	
<b>C.</b>	Each LED Module shall be identified on the rear side with the following: * Manufacturer's Name or Trade Mark and Manufacturer's Model Number * Serial number * Voltage rating * Power consumption (Watts and Volt-Ampere) * Vertical indexing indicator (i.e., "up arrow", or the word "UP" or "TOP") if specific orientation of the module is required. * Date of Manufacture (minimum information required - month & year) * Single units shall have identification markings as to the type and color of the module. * Each LED signal module shall have a sticker stating compliance to FCC Title 47 Subpart B, Section 15 regulations.	X	
<b>D.</b>	All wiring and terminal blocks shall meet the requirements of Section 5.1 of the VTCSH standard. Each wire shall be approximately 1 m long. All wiring shall be rated for use over the temperature range of -40°C to +74°C. Under normal handling of the module over the specified temperature range, the wiring insulation shall not crack or fray along its entire length.	X	
<b>E.</b>	Units shall be supplied with colored coded wires as defined below:	X	

	<ul style="list-style-type: none"> <li>Red Balls &amp; Red Arrows: Red &amp; White</li> <li>Yellow Balls &amp; Yellow Arrows: Yellow &amp; White</li> <li>Green Balls &amp; Green Arrows: Brown &amp; White</li> </ul>	X	
F.	All Led Modules shall contain filtering dedicated to prevent inducing electronic noise into the AC power lines.	X	
G.	Failed State Impedance. Failed State Impedance shall be 1 Megohm minimum across the input power leads.	X	
H.	Yellow Circular Ball and Yellow Arrow Modules supplied to this specification shall only be required to meet the Minimum Maintained Luminous Intensities of the applicable specification for that device at 25°C.	X	
I.	Initial Luminous Intensities of the LED Modules built to this specification shall equal or exceed the Minimum Maintained Luminous Intensities applicable for that device at 25°C as follows:	X	
J.	LED Circular Ball Modules: <ul style="list-style-type: none"> <li>Red: 125% of the Minimum Maintained Luminous Intensity values</li> <li>Green: 115% of the Minimum Maintained Luminous Intensity values</li> <li>Yellow: 110% of the Minimum Maintained Luminous Intensity values</li> </ul>	X	
K.	Led Arrow Modules: <ul style="list-style-type: none"> <li>Red: 125% of the Minimum Maintained Luminous Intensity values</li> <li>Green: 115% of the Minimum Maintained Luminous Intensity values</li> <li>Yellow: 110% of the Minimum Maintained Luminous Intensity values</li> </ul>	X	
L.	All LED Modules shall be designed so that a normally functioning signal module will generate the needed current to prevent a Safetran Model 215 or 215S Current Monitor from detecting a loss of current over the voltage range of between 95 and 135 volts rms. The minimum current required to prevent the Model 215 or 215S current monitor from detecting a loss of current is a 500 mA peak AC or pulsed current. LED Modules designed to specifically generate current pulses to prevent the monitor from tripping shall, as a minimum, generate 6 pulses per second. Generated current pulses shall be evenly spaced, with the first pulse generated within 100 msec after the application of AC power.	X	
M.	The maximum power consumption of the LED Modules shall not exceed the EPACT 2005 Requirements for power consumption.	X	
N.	Power Factor. LED signal modules supplied to this specification shall have power factors of 0.90 or greater when measured without the current generating circuitry.	X	
O.	Harmonic Distortion. Harmonic Distortion induced into the AC power line operating at 120V rms shall not exceed 20% when measured without the current generating circuitry.	X	
XXII.	<b>Product Tests &amp; Inspections</b>	<b>YES</b>	<b>NO</b>
	Production Tests and Inspections shall be per the ITE specifications for the particular device except as follows:	X	
A.	Luminous Intensity. LED Modules shall be tested for luminous intensity. A single point measurement, with a correlation to the Initial Luminous Intensity requirements specified in Section 3.8 of this document may be used. Failure of a module to meet the requirements for the Initial Luminous Intensity specified or Maximum Permissible Luminous Intensity shall be cause for rejection of the module.	X	
B.	Current Consumption Measurement: All LED Modules shall be measured for current flow in Amperes. The measured current values shall be compared against the design current values for the unit. A measured current consumption in excess of 120% of the design current value at an ambient temperature of 25°C shall be cause for rejection of the module.	X	
C.	Current Monitor Compatibility: All LED Modules shall be tested to ensure that the unit is generating the necessary current for compatibility with the Model 215 or 215S	X	

	Current Monitor. Tests to be performed at 25°C and 120 Vrms. The failure to generate the necessary current shall be cause for rejection of the module.	X	
D.	Visual Inspection: All LED Modules shall be visually inspected for any exterior physical damage or assembly anomalies. Careful attention shall be paid to the surface of the lens to ensure there are no scratches (abrasions), cracks, chips, discoloration, or other defects. The presence of any such defects shall be cause for rejection of the module.	X	
XXIII.	<b>Independent Test Lab Reports</b>	YES	NO
A.	Independent Laboratory Test Reports shall be required for the LED Circular Ball and Arrow Modules listed in this specification to demonstrate compliance to the following requirements: <ul style="list-style-type: none"> <li>• Lens Abrasion</li> <li>• Chromaticity</li> <li>• Initial Luminous Intensities as defined in Section 3.8</li> </ul>	X	
XXIV.	<b>Warranty Provisions</b>	YES	NO
A.	The LED Module shall be repaired or replaced by the manufacturer if it exhibits a failure due to workmanship, material defects or fails to meet any of the specifications of this document or the applicable ITE specification within the first 60 months of field operation. Responsibilities for shipping costs of warranty units shall be the responsibility of the manufacturer.	X	
XXV.	<b>Sample Submission</b>	YES	NO
A.	Vendor(s) shall be REQUIRED to submit a sample of each type Unit (green, red, yellow ball and green, red, yellow arrow with 5 year warranty) and/or (Green, red, yellow ball and green, red, yellow arrow with 15 year warranty) with the bid or prior to the bid date. Each device submitted shall be accompanied by Independent test lab Reports, Data Sheet and Warranty.		
B.	Documentation shall also be provided describing the techniques used to ensure the units will satisfy the luminous intensity requirements over the life of the warranty. This documentation may include items such as the description of circuitry incorporated in the module needed to meet this requirement or literature from the LED manufacturer describing the expected degradation of luminous intensity of the individual LED light sources used in the fabrication of the module over the life of the unit and operating temperature range.		
XXVI.	<b>Specifications For Miscellaneous Brackets and Hardware</b>	YES	NO
A.	Description of miscellaneous brackets and hardware is provided on the Bid Pricing Sheet. For all or equal where a specific bracket or hardware item is listed, low bidder(s) will be required to provide a sample of the bracket for approval.	X	
XXVII.	<b>Discount Percentage</b>	YES	NO
A.	A discount percentage must be specified for items not specifically listed on the Bidder Pricing Form.	X	
B.	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	



## 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:** \_\_\_\_\_

N/A

POLES and HARDWARE FOR PEDESTRIAN SIGNALS	DELIVER Y DAYS from P.O.	MAKE	MODEL	PRICE EACH
1. 10' Pedestrian Pole Assembly Complete - Powder Coated Black	8-12 Weeks	Pelco	PB-5100-10-P33 PB-5335, PB-5306 and SE-3207-P33	\$ 1,051.00
2. 12' Pedestrian Pole Assembly Complete - Powder Coated Black	8-12 Weeks	Pelco	PB-5100-12-P33 PB-5335, PB-5306 and SE-3207-P33	\$ 1,122.00
3. Span Wire Hanger Yellow SE-5089-P29	45-60 Days	Pelco	SE-5089-P29	\$ 115.00
4. Pelco or Equal Pedestal Pole, 4" Sch 40 Spun Aluminum No Threads PB5101	6-8 Weeks	Pelco	PB-5101-04-PNC	\$ 168.50
5. PELCO or Equal Pole Cap, Acorn Type Alum, 4-1/2" OD pole or equal	45-60 Days	Pelco	PB-5401-PNC PB-5401-P33	\$ 23.25 \$ 25.75
6. PELCO or Equal Pedestal Pole 4" - 8 NPT Sch 40 Spun Alum w/ Pelican ID PB-5100 or equal	8-12 Weeks	Pelco	PB-5100-08-PNC	\$ 312.00
7. PELCO or Equal Square Base Assembly Alum with Metal Door PB-5335	45-60 Days	Pelco	PB-5335-PNC	\$ 326.00
8. Pedestrian Housing complete with clamshell mounting hardware Painted Black	45-60 Days	McCain	M31826 - Housing M27164 - Clamshell	\$ <del>255.00</del> \$ 215.00
9. LED Countdown Indications for 16" Housing	45-60 Days	Leotek	TSL-PED-16-SPV-V1	\$ 110.00
10. Model BDL3-Y Bulldog Pushbutton				\$ NO BID



11. APBC-Y Bulldog Alum Push Button Cup				\$ NO BID	
TOTAL				\$ <del>3,508.50</del>	<del>3,508.50</del>
TRAFFIC SIGNAL HARDWARE				\$ 3,468.50	76
12. Three Section Metal Traffic Signals Housing 12" ready for LED installation	45-60 Days	McCain	M27284-Yellow M21669-Yellow/Black	\$ <del>309.00</del> 265.00	260.00 229.00 76
13. Three Section Metal Traffic Signals Housing 8" ready for LED installation	45-60 Days	McCain	M31901-Yellow M20829-Yellow/Black	\$ <del>235.00</del> 235.00	199.00 185.00 76
14. Signal Head Mounting Hardware for four section Rag – Pelco Astro Bracket AG – 0125-4-96 or equal	45-60 Days	Pelco	AG-0125-4-96-PNC	277.00	76
15. Signal Head Mounting Hardware for three section Rag – PELCO ASTRO BRAC GALAXY AG-0125 or equal with 96" cable length	45-60 Days	Pelco	AG-0125-3-96-PNC	\$ 266.00	
16. Banding Band 3/4" (.030) in 201 SS (100' Roll) **BAND-IT BRAND ONLY**	Stock to 45 Days	Band-It	C20699	\$ 177.95	
17. Banding Buckles 3/4" 201 SS Box of 100 **BAND-IT BRAND ONLY**	Stock to 45 Days	Band-It	C25699	\$ 106.50	
18. Bracket, Sign Banding W/SS Bolt and Washer Box of 50 **BAND-IT BRAND ONLY**	Stock to 45 Days	Band-It	D02189	\$ 4.75	
TOTAL				\$ <del>1,876.20</del>	1,705.20 76
LED'S FOR SIGNALS 12" CLEAR LENS ALTERNATE: 5 YEAR WARRANTY ONLY				\$	
19. RED LED CIRCULAR BALL MIN 15 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12R-LX-IL6-A1-P3-CLR	\$ 44.25	
20. AMBER LED CIRCULAR BALL MIN 15 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12Y-LX-IL6-A1-P3-CLR	\$ 44.25	
21. GREEN LED CIRCULAR BALL MIN 15 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12G-LX-IL6-A1-P3-CLR	\$ 44.25	
22. RED LED ARROW MIN 15 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12RA-IL6-A1-P3-CLR	\$ 48.75	
23. AMBER LED ARROW MIN 15 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12YA-IL6-A1-P3-CLR	\$ 48.75	
24. GREEN LED ARROW MIN 15 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12GA-IL6-A1-P3-CLR	\$ 48.75	
*NOTE: WE ARE BIDDING OUR 5 YEAR WARRANTY MODULES ONLY				TOTAL	\$ 279.00

<b>LED'S FOR BIKES 12" CLEAR LENS WITH BIKE MASK</b>				\$
25. RED LED CIRCULAR BALL MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12R-IL6-BK-A1	\$ 54.00
26. AMBER LED CIRCULAR BALL MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12R-IL6-BK-A1	\$ 54.00
27. GREEN LED CIRCULAR BALL MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-12R-IL6-BK-A1	\$ 54.00
<b>TOTAL</b>				\$ 162.00
<b>LED'S FOR BIKES 8" CLEAR LENS WITH BIKE MASK</b>				\$
28. RED LED 8" CIRCULAR BALL MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-08R-IL6-BK-A1	\$ 47.65
29. AMBER LED 8" CIRCULAR BALL MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-08Y-IL6-BK-A1	\$ 47.65
30. GREEN LED 8" CIRCULAR BALL MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-08G-IL6-BK-A1	\$ 47.65
31. RED LED 8" ARROW MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-08RA-IL6-A1-P3 CLR	\$ 44.25
32. AMBER LED 8" ARROW MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-08YA-IL6-A1-P3 CLR	\$ 44.25
33. GREEN LED 8" ARROW MIN 5 YEAR WARRANTY	10-12 Weeks	Leotek	TSL-08GA-IL6-A1-P3 CLR	\$ 44.25
<b>TOTAL</b>				\$ 275.70

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

10%

This Price Bid Form is hereby submitted by the undersigned:

Utilicom Supply Associates LLC

Printed legal name of Bidder

  
Signature

Rocky Garrison

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

August 22, 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): Utilicom Supply Associates LLC
- City of Huntsville current taxpayer identification number (if available): N/A  
(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: Georgia 20-8203587 FEIN R000740077 State of AL Tax No
<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: Rocky Garrison Title (if applicable): Account Manager  
Type or legibly write name: Rocky Garrison Date: August 22, 2022



# GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
**BRAD RAFFENSPERGER**

[HOME \(/\)](#)

## BUSINESS SEARCH

### BUSINESS INFORMATION

Business Name:	<b>UTILICOM SUPPLY ASSOCIATES, LLC</b>	Control Number:	<b>07002546</b>
Business Type:	<b>Domestic Limited Liability Company</b>	Business Status:	<b>Active/Compliance</b>
Business Purpose:	<b>NONE</b>		
Principal Office Address:	<b>4400 Shackleford Road, Norcross, GA, 30093, USA</b>	Date of Formation / Registration Date:	<b>1/3/2007</b>
State of Formation:	<b>Georgia</b>	Last Annual Registration Year:	<b>2022</b>

### REGISTERED AGENT INFORMATION

Registered Agent Name: **Business Filings Incorporated**  
Physical Address: **289 S Culver St, Lawrenceville, GA, 30046, USA**  
County: **Gwinnett**

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[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):

Utilicom Supply Associates LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

4400 Shackleford

Norcross, GA. 30093

Telephone Number:

(205) 995-2855 (Alabama)

(404) 298-7700

Fax Number:

(404) 298-8810

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

☒

LLC

#### Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

#### Partnership Statement

If a partnership, answer the following:

Date of organization: January 3, 2007  
Location of organization: Norcross, GA.  
The partnership is: General \_\_\_ Limited x

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

James Mulcay	President	33 1/3%
Ed Cooper	Vice-President	33 1/3%
Steve Williams	Sec/Treas	33 1/3%

#### 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  
Rocky Garrison  
Print or Type Name of Proposer  
August 22, 2022  
Date

Utilicom Supply Associates LLC  
Legal Name of Firm  
4400 Shackelford Road  
Mailing Address  
Norcross, GA. 30093  
City State Zip Code  
205-995-2855 404-298-8810  
Phone Fax  
tcoggins@utilicomsupply.com  
Email Address rgarrison@utilicomsupply.com  
www.utilicomsupply.com  
Website Address



Company ID Number: 421709

**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 Utilicom Supply Associates, LLC (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: 421709

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

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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

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(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: 421709

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: 421709

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: 421709

- 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: 421709

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.

## 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: 421709

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: 421709

**Approved by:**

<b>Employer</b> Utilicom Supply Associates, LLC	
<b>Name (Please Type or Print)</b> Barry K Wallace	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/10/2011
<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> 06/10/2011



Company ID Number: 421709

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Utilicom Supply Associates, LLC
Company Facility Address	4400 Shackleford Road Norcross, GA 30093
Company Alternate Address	P.O. Box 3689 Lilburn, GA 30048
County or Parish	GWINNETT
Employer Identification Number	208203587
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



Company ID Number: 421709

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

GEORGIA

1 site(s)

Company ID Number: 421709

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

Name Barry K Wallace  
Phone Number (404) 298 - 7700  
Fax Number (404) 298 - 8810  
Email Address sfiddler@utilicomsupply.com



Company ID Number: 421709

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# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: 10/3/2022  
FROM: AUTUMN MCCORD DEPT: FLEET SERVICES  
BID #: 101-2022-54-1 COMMODITY/SERVICE: LIGHT DUTY VEHICLES

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND WOODY ANDERSON FORD

RECOMMENDATION: PLEASE AWARD THE BELOW CATEGORIES OF THE ABOVE BID TO  
WOODY ANDERSON FORD AS THEY WERE THE LOW, RESPONSIVE BIDDER

DESCRIPTION	PRICE	UOM	COMMENT
5. COMPACT SUV	\$350.00	EACH	ABOVE COST
DISCOUNTS, REBATES, & CONCESSIONS	\$1,200.00	EACH	Gov. Price Concession
6. MID SIZE UTILITY	\$350.00	EACH	ABOVE COST
DISCOUNTS, REBATES, & CONCESSIONS	\$1,700.00	EACH	Gov. Price Concession
7. NON-PURSUIT FULL-SIZE UTILITY	\$350.00	EACH	ABOVE COST
DISCOUNTS, REBATES, & CONCESSIONS	\$2,200.00	EACH	Gov. Price Concession

INITIAL PURCHASE: UNKNOWN  
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.

**John Lang**

Digitally signed by John Lang  
Date: 2022.10.03 13:07:14 -05'00'

10/3/2022

Department Head

Date

**Tamara M. Yancy**

Digitally signed by Tamara M.  
Yancy  
Date: 2022.10.03 14:16:39 -05'00'

10/3/2022

Procurement Manager

Date

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

[illegible]



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

**Invitation For Bids**  
**Light Duty Vehicles**

Invitation for Bid #:	101-2022-54-1
Issue Date:	September 16, 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:	September 23, 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:	September 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:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Light Duty Vehicles 2022

5.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**COMPACT SUV**  
**Approximately One (1)**

2023 or newer model Compact SUV (4 door) to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, descriptions and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: 106.7"
2. ENGINE: 1.5 LITER TURBO
3. 8 SPEED AUTOMATIC TRANSMISSION
4. FACTORY AIR CONDITIONING
5. BODY WIDTH 74.1" WITHOUT MIRRORS
6. REMOTE KEYLESS ENTRY
7. ACTIVE GRILLE SHUTTERS
8. TILT/TELESCOPING WHEEL
9. DRIVER AND PASSENGER DUAL STAGE AIRBAGS
10. ROLL STABILITY AND TRACTION CONTROL
11. POWER WINDOWS AND POWER LOCKS
12. AM/FM RADIO ROOF MOUNTED ANTENNA
13. REAR WINDOW DEFROST
14. TINTED GLASS THROUGHOUT
15. BSW RADIALS W/TOOLS INCLUDING MOUNTED SPARE
16. FABRIC INTERIOR WITH CARPETED FLOORS
17. FLOOR MATS
18. FRONT TAG BRACKETS
19. COLOR: STANDARD COLORS
20. NO DEALER EMBLEMS OR DECALS
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT

**VENDOR COMPLIANCE**

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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options, using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: 4WD
2. OPTION II: EXTENDED SERVICE PLAN  
(a) Powertrain, 5 Year or 100,000-mile, Zero (0) deductible

✓
✓

**DETAILED DESCRIPTION OF WARRANTY** 3 Year / 36,000 Mile Bumper-Bumper  
5 Year / 60,000 Mile Powertrain

(Continued)  
5.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**COMPACT SUV**  
**Approximately One (1)**

**VENDOR COMPLIANCE**

3. OPTION III: STEP BARS (Installed) Description _____	X
4. OPTION IV: WEATHERTECH MOLDED FRONT AND REAR FLOOR LINER	✓
5. OPTION V: WINDOW TINT 4 DOORS GLASS PLUS HATCH	✓
6. OPTION VI: EXTRA KEY	✓
7. OPTION VII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	✓
8. OPTION VIII: HYBRID	✓

6.  
**CITY OF HUNTSVILLE  
SPECIFICATIONS  
MID-SIZE UTILITY  
Approximately One (1)**

2023 or newer model Mid-Size Utility (4 door) to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, descriptions and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: 119.1"
2. ENGINE: 2.3 LITER TURBO 123HP
3. 10 SPEED AUTOMATIC TRANSMISSION
4. WIDTH 78.9"
5. FACTORY AIR CONDITIONING
6. WINDSHIELD WIPERS WITH DELAY
7. POWER STEERING
8. TILT WHEEL
9. AIRBAGS
10. ABS BRAKES
11. POWER WINDOWS
12. POWER LOCKS
13. REAR WINDOW DEFROST
14. DEEP TINTED WINDOWS
15. BSW RADIALS W/TOOLS INCLUDING MOUNTED SPARE
16. FABRIC INTERIOR WITH CARPETED FLOORS
17. FLOOR MATS
18. FRONT TAG BRACKETS
19. COLOR: STANDARD COLORS
20. NO DEALER EMBLEMS OR DECALS
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT

**VENDOR COMPLIANCE**

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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options, using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: 4WD
2. OPTION II: EXTENDED SERVICE PLAN  
(a) Powertrain, 5 Year or 100,000-mile, Zero (0) deductible

✓
✓

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**  
**5 Year / 60,000 Mile Powertrain**

(Continued)  
6.  
CITY OF HUNTSVILLE  
SPECIFICATIONS  
MID-SIZE UTILITY  
Approximately One (1)

VENDOR COMPLIANCE

3. OPTION III: STEP BARS (Installed)  
Description Black Rectangular Steps
4. OPTION IV: WEATHERTECH MOLDED FRONT AND REAR FLOOR  
LINER
5. OPTION V: WINDOW TINT 4 DOORS AND HATCH
6. OPTION VI: EXTRA KEY
7. OPTION VII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST
8. OPTION VIII: HYBRID

✓

✓

✓

✓

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✓





(Continued)  
7.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**NON-PURSUIT FULL-SIZE UTILITY**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

**C. OPTIONS:**

1. **OPTION I: EXTENDED SERVICE PLAN:**

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

✓

**DETAILED DESCRIPTION OF WARRANTY** 3 Year / 36,000 Mile Bumper-Bumper

5 Year / 60,000 Mile Powertrain

- 2. **OPTION II: CARPET INTERIOR**
- 3. **OPTION III: 2 WD OPTION**
- 4. **OPTION IV: DRIVERS SIDE SPOTLAMP**
- 5. **OPTION V: ELECTRIC TRAILER BRAKE CONTROLLER WITH  
TRAILER TOW PACKAGE 8400LBS MIN**
- 6. **OPTION VI: STEP BARS (Installed)**
- 7. **OPTION VII: WEATHERTECH FRONT AND REAR FLOOR LINER**
- 8. **OPTION VIII: WINDOW TINT FRONT DOOR GLASS**
- 9. **OPTION IX: EXTRA KEY**
- 10. **OPTION X: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST**
- 11. **OPTION XI: HYBRID**

✓

✓

X

✓

✓

✓

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✓

X



(Continued)  
8.  
**CITY OF HUNTVILLE**  
**NON-PURSUIT FULL-SIZE SUV**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

**C. OPTIONS:**

1. **OPTION I: EXTENDED SERVICE PLAN:**

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

✓

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**

**5 Year / 60,000 Mile Powertrain**

2. OPTION II: CARPET INTERIOR	✓
3. OPTION III: 2 WD OPTION	✓
4. OPTION IV: DRIVERS SIDE SPOTLAMP	X
5. OPTION V: ELECTRIC TRAILER BRAKE CONTROLLER WITH TRAILER TOW PACKAGE 8300LBS MIN	✓
6. OPTION VI: STEP BARS (Installed)	✓
7. OPTION VII: WEATHERTECH FRONT AND REAR FLOOR LINER	✓
8. OPTION VIII: WINDOW TINT FRONT DOOR GLASS	✓
9. OPTION IX: EXTRA KEY	✓
10. OPTION X: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	✓
11. OPTION XI: HYBRID	X

**9.  
CITY OF HUNTSVILLE  
SPECIFICATIONS  
SMALL-SIZE VAN  
Approximately Two (2)**

2023 or newer model Small-Size Van, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: 104.8 MIN
2. ENGINE: 4 CYL 2.0 DOHC MIN.
3. 8-SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER
4. 150 AMP HIGH OUTPUT ALTERNATOR
5. 590 CCA BATTERY
6. FRONT WHEEL DRIVE
7. FACTORY AIR CONDITIONING
8. POWER WINDOWS
9. POWER DOOR LOCKS
10. POWER ANTI-LOC DISC BRAKES
11. AM/FM RADIO
12. REAR CARGO LIGHT
13. DELAY WINDSHIELD WIPERS
14. TINTED GLASS THROUGHOUT
15. RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE
16. TRACTION AND OR STABILITY CONTROL
17. HEAVY DUTY COOLING SYSTEM
18. MIRRORS: LEFT AND RIGHT OUTSIDE REMOTE, INSIDE DAY/NIGHT
19. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER
20. SINGLE KEY OPERATION OF VEHICLE
21. FRONT TAG BRACKETS
22. COLOR: WHITE EXTERIOR / CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED
23. TOWING CAPACITY 2000 LBS
24. NO DEALER EMBLEMS OR DECALS
25. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
26. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT
27. FLOOR MATS

## VENDOR COMPLIANCE

[illegible]

**B. DEALER INVOICE/OPTIONS:**

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓  
✓

(Continued)  
9.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**SMALL-SIZE VAN**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

**C. OPTIONS:**

1. **OPTION I: EXTENDED SERVICE PLAN:**

(a) Powertrain, 5 Year /100,000 miles, Zero (0) deductible

✓

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**

**5 Year / 60,000 Mile Powertrain**

- 2. **OPTION II: TURBO 4 CYL ENGINE**
- 3. **OPTION III: BULHEAD PARTITION**
- 4. **OPTION IV: TRAILER HITCH WITH 7/4 PIN CONNECTOR**
- 5. **OPTION V: ELECTRIC TRAILER BRAKE CONTROLLER INSTALLED  
WITH RELATED WIRING**
- 6. **OPTION VI: ROOF RACK WITH CROSS BARS**
- 7. **OPTION VII: WEATHERTECH BRAND FRONT FLOOR LINER**
- 8. **OPTION VIII: VENT VISORS (Installed)**
- 9. **OPTION IX: EXTRA KEY**
- 10. **OPTION X: BODY CONIFURATION OPTIONS TO BE PROVIDED AT  
DEALER COST**
- 11. **OPTION XI: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST**
- 12. **OPTION XII: HYBRID**

X

✓

✓

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X

12.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**MID-SIZE KING CAB PICKUP**  
**Approximately Five (5)**

2023 or newer model Mid-Size, King Cab Pickup, fleet side body style, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: MINIMUM 128"
2. ENGINE: 2.3L TURBO 4 CYLINDER MINIMUM
3. 10 SPEED AUTOMATIC TRANSMISSION MINIMUM
4. POWER STEERING / POWER BRAKES / AM/FM RADIO
5. DELAY WINDSHIELD WIPERS/ TILT WHEEL
6. TINTED GLASS THROUGHOUT
7. BSW RADIALS WITH TOOLS INCLUDING MOUNTED SPARE
8. MIRRORS: STANDARD
9. FRONT BUCKET SEATS
10. RUBBER MATTING THROUGHOUT - NO CARPET
11. SUN VISOR LEFT AND RIGHT
12. BUMPERS: FRONT AND REAR
13. FRONT TAG BRACKETS
14. COLOR: WHITE EXTERIOR / BLUE or GREY INTERIOR AND  
STANDARD COLORS AS REQUESTED
15. NO DEALER EMBLEMS OR DECALS
16. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
17. CABIN AIR FILTER
18. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT
19. FLOOR MATS

**VENDOR COMPLIANCE**

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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: 4 CYLINDER
2. OPTION II: 6 CYLINDER
3. OPTION III: LINE X BRAND BED LINER
4. OPTION IV: 4WD
5. OPTION V: EXTENDED CAB

✓
X
✓
✓
✓

(Continued)  
12.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**MID-SIZE KING CAB PICKUP**  
**Approximately Five (5)**

**VENDOR COMPLIANCE**

6. OPTION VI: EXTENDED SERVICE PLAN

(a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible

✓

✓

**DETAILED DESCRIPTION OF WARRANTY** 3 Year / 36,000 Mile Bumper-Bumper

5 Year / 60,000 Mile Powertrain

7. OPTION VII: STEP BARS (Installed)

Description Black Round Tube Steps

✓

8. OPTION VIII: HEAD ACHE RACK (Installed)

Description \_\_\_\_\_

X

9. OPTION IX: LOCKING BED COVER (Installed)

Description Black or Painted Cover

✓

10. OPTION X: WEATHERTECH BRAND MOLDED FLOOR LINER

✓

11. OPTION XI: WEATHERTECH BRAND MOLDED FLOOR LINER REAR

✓

12. OPTION XII: BEDSLIDE 1000 S

✓

13. OPTION XIII: EXTRA KEY

✓

14. OPTION XIV: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST

✓

15. OPTION XV: HYBRID

X

14.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**NON-PURSUIT FULL-SIZE 1/2 TON LONG WHEELBASE PICKUP**  
**Approximately Five (5)**

2023 or newer model Non-Pursuit, Full-Size, 1/2 Ton Long Wheelbase Pick-Up Truck, fleet side body style. Ford F150, Chevrolet C1500, Dodge D150, or equal, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options including any fleet exclusive options or non-pursuit special service vehicles with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. REGULAR CAB
2. WHEELBASE: 141" MINIMUM
3. ENGINE: 3.3L V6 290 HP /10 spd AUTOMATIC TRANSMISSION
4. CABIN AIR FILTER / FACTORY AIR CONDITIONING
5. ALUMINIUM BODY
6. KEY LOCK ENTRY
7. POWER STEERING / POWER BRAKES / AM/FM RADIO
8. DELAY WINDSHIELD WIPERS/ TILT WHEEL
9. TINTED GLASS THROUGHOUT
10. BSW RADIALS WITH TOOLS AND MOUNTED SPARE
11. MIRRORS: L. OUTSIDE, R. OUTSIDE, INSIDE DAY/NIGHT
12. SUN VISOR LEFT AND RIGHT
13. RUBBER MATTING THROUGHOUT - NO CARPET
14. BUMPERS: FRONT AND REAR
15. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH  
& 7 PIN RV STYLE TRAILER CONNECTIONS
16. FRONT TAG BRACKETS
17. COLOR: WHITE EXTERIOR / GRAY INTERIOR AND STANDARD  
COLORS AS REQUESTED
18. NO DEALER EMBLEMS OR DECALS
19. 1 CD, MINIMUM, TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
20. FLEX FUEL
21. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT
22. FLOOR MATS

**VENDOR COMPLIANCE**

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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: V-8 ENGINE
2. OPTION II: LINE X BRAND BED LINER

✓
✓



(Continued)

14.

**CITY OF HUNTSVILLE**

**SPECIFICATIONS**

**NON-PURSUIT FULL-SIZE 1/2 TON LONG WHEELBASE PICKUP**

**Approximately Five (5)**

**VENDOR COMPLIANCE**

3. OPTION III: 6.5 FT BED SHORT WHEELBASE	<input checked="" type="checkbox"/>
4. OPTION IV: REGULAR CAB WITH 4WD	<input checked="" type="checkbox"/>
5. OPTION V: EXTENDED CAB	<input checked="" type="checkbox"/>
6. OPTION VI: EXTENDED CAB WITH 4WD	<input checked="" type="checkbox"/>
7. OPTION VII: CREW CAB	<input checked="" type="checkbox"/>
8. OPTION VIII: CREW CAB WITH 4WD	<input checked="" type="checkbox"/>
9. OPTION IX: EXTENDED SERVICE PLAN	<input checked="" type="checkbox"/>
a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible	<input checked="" type="checkbox"/>

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**

**5 Year / 60,000 Mile Powertrain**

10. OPTION X: STEP BARS (Installed) Description <u>Black Round Tube Steps</u>	<input checked="" type="checkbox"/>
11. OPTION XI: HEAD ACHE RACK (Installed) Description _____	<input type="checkbox"/>
12. OPTION XII: LOCKING BED COVER (Installed) Description <u>Black or Painted Cover</u>	<input checked="" type="checkbox"/>
13. OPTION XIII: WEATHERTECH BRAND MOLDED FLOOR LINER FRONT	<input checked="" type="checkbox"/>
14. OPTION XIV: WEATHERTECH BRAND MOLDED FLOOR LINER REAR	<input checked="" type="checkbox"/>
15. OPTION XV: BEDSLIDE 1000 CLASSIC	<input checked="" type="checkbox"/>
16. OPTION XVI: EXTRA KEY	<input checked="" type="checkbox"/>
17. OPTION XVII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	<input checked="" type="checkbox"/>
18. OPTION XVIII: TRAILER BRAKES	<input checked="" type="checkbox"/>



(Continued)  
**15.**  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE 3/4 TON HEAVY DUTY PICKUP**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

6. OPTION VI: CREW CAB	✓
7. OPTION VII: CREW CAB 4WD	✓
8. OPTION VIII: EXTENDED SERVICE PLAN (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible	✓

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**

**5 Year / 60,000 Mile Powertrain**

9. OPTION IX: STEP BARS (Installed) Description <u>Black Round Tube Steps</u>	✓
10. OPTION X: HEAD ACHE RACK (Installed) Description <u>Mounts to bed, protects rear window</u>	✓
11. OPTION XI: LOCKING BED COVER (Installed) Description <u>Black or Painted Cover</u>	✓
12. OPTION XII: WEATHERTECH BRAND MOLDED FRONT FLOOR LINER	✓
13. OPTION XIII: WEATHERTECH BRAND MOLDED FRONT REAR LINER	✓
14. OPTION XIV: VENT VISORS (Installed)	✓
15. OPTION XV: EXTRA KEY	✓
16. OPTION XVI: DIESEL ENGINE	✓
17. OPTION XVII: FLATBED OPTION	✓
18. OPTION XVIII: BAKFLIP G2 BRAND FOLDING TONNEAU COVER	✓
19. OPTION XIX: BEDSLIDE 1500, CONTRACTER	✓
20. OPTION XX: CURT (45900) BALL MOUNT WITH 2" & 2-5/16" BALL	✓
21. OPTION XXI: LEER FIBERGLASS CAP WINDOWS COLOR MATCH	✓
22. OPTION XXII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	✓
23. OPTION XXIII: HYBRID	X

16.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE ONE-TON HEAVY DUTY PICKUP**  
**Approximately Two (2)**

2023 or newer model Full-Size, One-Ton Heavy Duty Pickup, fleet side body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: 137" MINIMUM
2. ENGINE: 7.3 V8 MINIMUM
3. ALUMINIUM BODY
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION
5. AUTOMATIC TRANSMISSION
6. FACTORY AIR CONDITIONING
7. AM/FM RADIO
8. POWER STEERING / POWER BRAKES
9. AUXILIARY SWITCHES
10. TILT WHEEL
11. KEY LOCK ENTRY - DRIVER AND PASSENGER DOOR
12. DELAY WINDSHIELD WIPERS
13. TINTED GLASS THROUGHOUT
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE
15. TELESCOPIC TRAILER TOW MIRRORS
16. FLOOR MATS IN ADDITION TO VINYL FLOORING
17. BUMPERS: FRONT AND REAR
18. FRONT TAG BRACKET
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR
20. NO DEALER EMBLEMS OR DECALS
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams
22. FLEX FUEL
23. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT

**VENDOR COMPLIANCE**

✓
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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: DIESEL ENGINE
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER INSTALLED WITH RELATED WIRING
3. OPTION III: LINEX BRAND BED LINER
4. OPTION IV: REGULAR CAB 4WD
5. OPTION V: EXTENDED CAB

✓
✓
✓
✓
✓

(Continued)  
 16.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE ONE-TON HEAVY DUTY PICKUP**  
 Approximately Two (2)

**VENDOR COMPLIANCE**

6. OPTION VI: EXTENDED CAB 4WD	✓
7. OPTION VII: CREW CAB	✓
8. OPTION VIII: CREW CAB 4WD	✓
9. OPTION IX: EXTENDED SERVICE PLAN	
(a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible	✓

**DETAILED DESCRIPTION OF WARRANTY** 3 Year / 36,000 Mile Bumper-Bumper  
5 Year / 60,000 Mile Powertrain

10. OPTION X: STEP BARS (Installed)	✓
Description <u>Black Round Tube Steps</u>	
11. OPTION XI: HEAD ACHE RACK (Installed)	✓
Description <u>Mounts to bed, protects rear window</u>	
12. OPTION XII: LOCKING BED COVER (Installed)	✓
Description <u>Black or Painted Cover</u>	
13. OPTION XIII: WEATHERTECH BRAND MOLDED FRONT FLOOR LINER (Installed)	✓
14. OPTION XIV: WEATHERTECH BRAND MOLDED FRONT LINER	✓
15. OPTION XV: BEDSLIDE 2000 HEAVY DUTY	✓
16. OPTION XVI: EXTRA KEY	✓
17. OPTION XVII: FLAT BED OPTION	✓
18. OPTION XVIII: EXTENDED BED ON CREW CAB	✓
19. OPTION XXIV: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	✓
20. OPTION XXV: HYBRID	X

Invitation for Bid # 101-2022-54-1

(Continued)  
17.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

- |  |   |
|--|---|
| 6. OPTION VI: EXTENDED CAB 4WD                               | ✓ |
| 7. OPTION VII: CREW CAB                                      | ✓ |
| 8. OPTION VIII: CREW CAB 4WD                                 | ✓ |
| 9. OPTION IX: EXTENDED SERVICE PLAN                          | ✓ |
| (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible | ✓ |

**DETAILED DESCRIPTION OF WARRANTY** 3 Year / 36,000 Mile Bumper-Bumper  
5 Year / 60,000 Mile Powertrain

- |   |   |
|---|---|
| 10. OPTION X: STEP BARS (Installed)<br>Description <u>Black Round Tube Steps</u>  | ✓ |
| 11. OPTION XI: TRUCK BED  | ✓ |
| 12. OPTION XII: 9'3" DRW PLATFORM BODY<br>KNAPHEIDE PVMXT-93C 180C TRDPLT<br>92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT<br>MUDFLAPS AND ANTI SAIL BRACKETS<br>BACK UP ALARM<br>HITCH PLATE ½" MINIMUM WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED          | ✓ |
| 13. OPTION XIII: 9' KNAPEHEIDE 6180D54F40 SERVICE BODY<br>PAINTED TO MATCH<br>ROTARY LATCHES WITH MASTER LOCKING SYSTEM<br>(2) CTECH DRAWER UNIT<br>LED COMPARTMENT LIGHTS<br>2 E-TRACK ROWS ONE EACH SIDE<br>10 TIN COMBO PINTLE WITH D-RINGS 7 PIN RV PLUG<br>CABLE STEPS WITH GRAB HANDLES<br>SPRAY LINER ON FLOOR AND BODY<br>INSTALLED AND DELIVERED | ✓ |
| 14. OPTION XIV: 9' DRW CRYSTEEL DUMP BODY<br>DOUBLE ACTING CYL ELECTRIC OVER HYDRAULIC<br>20" DROP DOWN SIDES<br>24" TAILGATE<br>MUDFLAPS, BACK UP ALARM<br>HITCH PLATE ½" MIN WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED                                      | ✓ |

(Continued)

17.

**CITY OF HUNTSVILLE**

**SPECIFICATIONS**

**FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS**

**Approximately Two (2)**

**VENDOR COMPLIANCE**

15. OPTION XV: WEATHERTECH FRONT FLOOR LINERS	<u>✓</u>
16. OPTION XVI: WEATHERTECH REAR FLOOR LINERS	<u>✓</u>
17. OPTION XVII: EXTRA KEY	<u>✓</u>
18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST	<u>✓</u>
19. OPTION XIV: HYBRID	<u>X</u>



**18.**  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE 550 or 5500 HEAVY DUTY TRUCK CHASSIS**  
**Approximately Two (2)**

2023 or newer model Full-Size, 550 or 5500 Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory or fleet options with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: 145" MINIMUM (60CA)
2. ENGINE: 7.3 LV8 MINIMUM
3. ALUMINIUM BODY
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH  
& 7 PIN RV STYLE TRAILER CONNECTION
5. 10 SPEED AUTOMATIC TRANSMISSION
6. FACTORY AIR CONDITIONING
7. AM/FM RADIO
8. POWER STEERING / POWER BRAKES
9. AUXILIARY SWITCHES
10. TILT WHEEL
11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR
12. DELAY WINDSHIELD WIPERS
13. TINTED GLASS THROUGHOUT
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE
15. TELESCOPIC TRAILER TOW MIRRORS
16. FLOOR MATS IN ADDITION TO VINYL FLOORING
17. BUMPERS: FRONT AND REAR
18. FRONT TAG BRACKET
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR
20. NO DEALER EMBLEMS OR DECALS
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring  
Diagrams
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT

**VENDOR COMPLIANCE**

✓
✓
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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: DIESEL ENGINE
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER
3. OPTION III: LINE X BRAND BED LINER
4. OPTION IV: REGULAR CAB 4WD
5. OPTION V: EXTENDED CAB

✓
✓
✓
✓
✓

(Continued)  
18.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE 550 or 5500 HEAVY DUTY TRUCK CHASSIS**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

- |  |   |
|--|---|
| 6. OPTION VI: EXTENDED CAB 4WD                               | ✓ |
| 7. OPTION VII: CREW CAB                                      | ✓ |
| 8. OPTION VIII: CREW CAB 4WD                                 | ✓ |
| 9. OPTION IX: EXTENDED SERVICE PLAN                          | ✓ |
| (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible | ✓ |

**DETAILED DESCRIPTION OF WARRANTY** 3 Year / 36,000 Mile Bumper-Bumper  
5 Year / 60,000 Mile Powertrain

- |   |   |
|---|---|
| 10. OPTION X: STEP BARS (Installed)<br>Description <u>Black Round Tube Steps</u>  | ✓ |
| 11. OPTION XI: TRUCK BED  | ✓ |
| 12. OPTION XII: 9'3" DRW PLATFORM BODY<br>KNAPHEIDE PVMXT-93C 180C TRDPLT<br>92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT<br>MUDFLAPS AND ANTI SAIL BRACKETS<br>BACK UP ALARM<br>HITCH PLATE ½" MINIMUM WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED          | ✓ |
| 13. OPTION XIII: 9' KNAPEHEIDE 6180D54F40 SERVICE BODY<br>PAINTED TO MATCH<br>ROTARY LATCHES WITH MASTER LOCKING SYSTEM<br>(2) CTECH DRAWER UNIT<br>LED COMPARTMENT LIGHTS<br>2 E-TRACK ROWS ONE EACH SIDE<br>10 TIN COMBO PINTLE WITH D-RINGS 7 PIN RV PLUG<br>CABLE STEPS WITH GRAB HANDLES<br>SPRAY LINER ON FLOOR AND BODY<br>INSTALLED AND DELIVERED | ✓ |
| 14. OPTION XIV: 9' DRW CRYSTEEL DUMP BODY<br>DOUBLE ACTING CYL ELECTRIC OVER HYDRAULIC<br>20" DROP DOWN SIDES<br>24" TAILGATE<br>MUDFLAPS, BACK UP ALARM<br>HITCH PLATE ½" MIN WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED                                      | ✓ |

(Continued)

18.

**CITY OF HUNTSVILLE**

**SPECIFICATIONS**

**FULL-SIZE 550 or 5500 HEAVY DUTY TRUCK CHASSIS**

**Approximately Two (2)**

**VENDOR COMPLIANCE**

15. OPTION XV: WEATHERTECH FRONT FLOOR LINERS

\_\_\_\_\_✓\_\_\_\_\_

16. OPTION XVI: WEATHERTECH REAR FLOOR LINERS

\_\_\_\_\_✓\_\_\_\_\_

17. OPTION XVII: EXTRA KEY

\_\_\_\_\_✓\_\_\_\_\_

18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST

\_\_\_\_\_✓\_\_\_\_\_

19. OPTION XIV: HYBRID

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

19.  
CITY OF HUNTSVILLE  
SPECIFICATIONS  
FULL-SIZE 3/4 TON HEAVY DUTY TRUCK CHASSIS  
Approximately Two (2)

2023 or newer model Full-Size, 3/4 Ton Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

<b>A. <u>ADDITIONAL SPECIFICATIONS:</u></b>	<b><u>VENDOR COMPLIANCE</u></b>
1. WHEELBASE: 142" MINIMUM (56CA)	✓
2. ENGINE: 6.2 V8 MINIMUM	✓
3. ALUMINIUM BODY	✓
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION	✓
5. AUTOMATIC TRANSMISSION	✓
6. FACTORY AIR CONDITIONING	✓
7. AM/FM RADIO	✓
8. POWER STEERING / POWER BRAKES	✓
9. AUXILIARY SWITCHES	✓
10. TILT WHEEL	✓
11. KEY LOCK ENTRY – DRIVER AND PASSENGER DOOR	✓
12. DELAY WINDSHIELD WIPERS	✓
13. TINTED GLASS THROUGHOUT	✓
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE	✓
15. TELESCOPIC TRAILER TOW MIRRORS	✓
16. FLOOR MATS IN ADDITION TO VINYL FLOORING	✓
17. BUMPERS: FRONT AND REAR	✓
18. FRONT TAG BRACKET	✓
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR	✓
20. NO DEALER EMBLEMS OR DECALS	✓
21. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT	✓
22. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
<b>B. <u>DEALER INVOICE/OPTIONS:</u></b>	
1. Must show all options using factory codes, description and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM	✓
<b>C. <u>OPTIONS:</u></b>	
1. OPTION I: DIESEL ENGINE	✓
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER	✓
3. OPTION III: LINE X BRAND BED LINER	✓
4. OPTION IV: REGULAR CAB 4WD	✓
5. OPTION V: EXTENDED CAB	✓

(Continued)  
 19.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE 3/4 TON HEAVY DUTY TRUCK CHASSIS**  
 Approximately Two (2)

**VENDOR COMPLIANCE**

- |  |   |
|--|---|
| 6. OPTION VI: EXTENDED CAB 4WD   | ✓ |
| 7. OPTION VII: CREW CAB  | ✓ |
| 8. OPTION VIII: CREW CAB 4WD   | ✓ |
| 9. OPTION IX: EXTENDED SERVICE PLAN:<br>(a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible | ✓ |

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**

**5 Year / 60,000 Mile Powertrain**

- |   |   |
|---|---|
| 10. OPTION X: STEP BARS (Installed)<br>Description <u>Black Round Tube Steps</u>  | ✓ |
| 11. OPTION XI: 8'3" DRW PLATFORM BODY<br>KNAPHEIDE PVMXS-838C 180C TRDPLT.<br>72" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT<br>MUDFLAPS AND ANTI SAIL BRACKETS<br>BACK UP ALARM<br>HITCH PLATE ½" MINIMUM WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED | ✓ |
| 12. OPTION XII: WEATHERTECH MOLDED FRONT FLOOR LINER  | ✓ |
| 13. OPTION XIII: WEATHERTECH MOLDED REAR FLOOR LINER  | ✓ |
| 14. OPTION XIV: VENT VISORS (Installed)   | ✓ |
| 15. OPTION XV: EXTRA KEY  | ✓ |
| 16. OPTION XVI: KNAPAHEIDE 696J (8FT SERVICE BODY WITH<br>BUMPER AND LIGHT KIT)   | ✓ |
| 17. OPTION XVII: BUYERS 1501200 OVER THE CAB LADDER RACK  | ✓ |
| 18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST  | ✓ |
| 19. OPTION XVIX: HYBRID   | X |

20.  
CITY OF HUNTSVILLE  
SPECIFICATIONS  
FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS  
Approximately Two (2)

2023 or newer model Full-Size, One-Ton Heavy Duty Truck Chassis body style to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

It is the intention of these specifications to describe a unit in which the City considers will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications are met.

**A. ADDITIONAL SPECIFICATIONS:**

1. WHEELBASE: 145" MINIMUM (60CA)
2. ENGINE: 6.2 LV8 MINIMUM
3. ALUMINIUM BODY
4. FACTORY HEAVY DUTY TOWING PACKAGE W/ RECEIVER HITCH & 7 PIN RV STYLE TRAILER CONNECTION
5. 10 SPEED AUTOMATIC TRANSMISSION
6. FACTORY AIR CONDITIONING
7. AM/FM RADIO
8. POWER STEERING / POWER BRAKES
9. AUXILIARY SWITCHES
10. TILT WHEEL
11. KEY LOCK ENTRY - DRIVER AND PASSENGER DOOR
12. DELAY WINDSHIELD WIPERS
13. TINTED GLASS THROUGHOUT
14. BSW RADIALS W/TOOLS AND MOUNTED SPARE
15. TELESCOPIC TRAILER TOW MIRRORS
16. FLOOR MATS IN ADDITION TO VINYL FLOORING
17. BUMPERS: FRONT AND REAR
18. FRONT TAG BRACKET
19. COLOR: WHITE EXTERIOR, GRAY INTERIOR
20. NO DEALER EMBLEMS OR DECALS
21. 1 CD, MINIMUM TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams /
22. 2.5lb USA FIRE EXTINGUISHER ALUMINIUM VALVE & MARINE BRKT

**VENDOR COMPLIANCE**

✓
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**B. DEALER INVOICE/OPTIONS:**

1. Must show all options using factory codes, description and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

✓
✓

**C. OPTIONS:**

1. OPTION I: DIESEL ENGINE
2. OPTION II: ELECTRIC TRAILER BRAKE CONTROLLER
3. OPTION III: LINE X BRAND BED LINER
4. OPTION IV: REGULAR CAB 4WD
5. OPTION V: EXTENDED CAB

✓
✓
✓
✓
✓

(Continued)  
20.  
**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS**  
**Approximately Two (2)**

**VENDOR COMPLIANCE**

- |  |   |
|--|---|
| 6. OPTION VI: EXTENDED CAB 4WD                               | ✓ |
| 7. OPTION VII: CREW CAB                                      | ✓ |
| 8. OPTION VIII: CREW CAB 4WD                                 | ✓ |
| 9. OPTION IX: EXTENDED SERVICE PLAN                          |   |
| (a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible | ✓ |

**DETAILED DESCRIPTION OF WARRANTY 3 Year / 36,000 Mile Bumper-Bumper**

**5 Year / 60,000 Mile Powertrain**

- |  |   |
|--|---|
| 10. OPTION X: STEP BARS (Installed)<br>Description <u>Black Round Tube Steps</u>   | ✓ |
| 11. OPTION XI: DUAL REAR WHEEL OPTION  | ✓ |
| 12. OPTION XII: 9'3" DRW PLATFORM BODY<br>KNAPHEIDE PVMXT-93C 180C TRDPLT<br>92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT<br>MUDFLAPS AND ANTI SAIL BRACKETS<br>BACK UP ALARM<br>HITCH PLATE ½" MINIMUM WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED | ✓ |
| 13. OPTION XIII: SINGLE REAR WHEEL OPTION  | ✓ |
| 14. OPTION XIV: 9'3" SRW PLATFORM BODY<br>KNAPHEIDE PVMXT-938C TRDPLT<br>92" by 40" BULKHEAD KNAP BHR4096C OR EQUIVALENT<br>MUDFLAPS AND ANTI SAIL BRACKETS<br>BACK UP ALARM<br>HITCH PLATE ½" MINIMUM WITH SAFETY CHAIN D RINGS<br>7 PIN TRAILER CONNECTOR & BRACKETS<br>RECEIVER TUBE BOLT ON<br>DOT SAFETY KIT<br>INSTALLED AND DELIVERED     | ✓ |
| 15. OPTION XV: WEATHERTECH FRONT FLOOR LINERS  | ✓ |
| 16. OPTION XVI: WEATHERTECH REAR FLOOR LINERS  | ✓ |
| 17. OPTION XVII: EXTRA KEY   | ✓ |
| 18. OPTION XVIII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST   | ✓ |
| 19. OPTION XVIV: HYBRID  | X |

4. 2023 OR NEWER MODEL MID-SIZE SEDAN

Year \_\_\_\_\_ Make/Model No Bid Delivery Schedule \_\_\_\_\_

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ \_\_\_\_\_

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): \_\_\_\_\_

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): PB (Initials)

5. 2023 OR NEWER MODEL COMPACT SUV

Year 2023 Make/Model Ford Escape Delivery Schedule Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: (COST) \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>1,200.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): PB (Initials)



6. 2023 OR NEWER MODEL MID-SIZE UTILITY

Year 2023 Make/Model Ford Explorer Delivery Schedule Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(COST)  
(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID  
(Required):

\$ <u>1,700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): DB (Initials)

7. 2023 OR NEWER MODEL NON-PURSUIT FULL-SIZE UTILITY

Year 2023 Make/Model Ford Expedition Delivery Schedule Appx. 26 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(COST)  
(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID  
(Required):

\$ <u>2,200.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): DB (Initials)

8. 2023 OR NEWER MODEL NON-PURSUIT FULL-SIZE SUV

Year 2023 Make/Model Ford Expedition Delivery Schedule Appx. 26 Weeks

Dollar amount Above or Below dealer invoice each to include Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID

(Required):

\$ 2,200.00

Description: Government Price Concession on Fleet Orders ONLY

\$ \_\_\_\_\_

Description: \_\_\_\_\_

\$ \_\_\_\_\_

Description: \_\_\_\_\_

\$ \_\_\_\_\_

Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

9. 2023 OR NEWER MODEL SMALL-SIZE VAN

Year 2023 Make/Model Ford Transit Connect Delivery Schedule Appx. 30 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID

(Required):

\$ 200.00

Description: Government Price Concession on Fleet Orders ONLY

\$ \_\_\_\_\_

Description: \_\_\_\_\_

\$ \_\_\_\_\_

Description: \_\_\_\_\_

\$ \_\_\_\_\_

Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): FB (Initials)

12. 2023 OR NEWER MODEL MID-SIZE KING CAB PICKUP

Year 2023 Make/Model Ford Ranger Delivery Schedule Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required): (Subject to change)

\$ <u>0</u>	Description: <u>Retail Only as of 9/26/2022</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): IB (Initials)

No Bid

13. 2022 OR NEWER MODEL FULL-SIZE 1/2 TON CREW CAB SHORT BED

Year \_\_\_\_\_ Make/Model \_\_\_\_\_ Delivery Schedule \_\_\_\_\_

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ \_\_\_\_\_

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): \_\_\_\_\_

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): \_\_\_\_\_ (Initials)

14. 2023 OR NEWER MODEL NON-PURSUIT FULL-SIZE 1/2 TON LONG WHEELBASE PICKUP

2023 Ford F-150 Appx. 20 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>0</u>	Description: <u>Retail Only as of 9/26/2022</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

15. 2023 OR NEWER MODEL FULL-SIZE 3/4 TON HEAVY DUTY PICKUP

Year 2023 Make/Model Ford F-250 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

16. **2023 OR NEWER MODEL FULL-SIZE ONE-TON HEAVY DUTY PICKUP**  
2023 Ford F-350 Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

**DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID**  
(Required):

\$ <u>700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

**VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.**

VENDOR COMPLIANCE (Required): EB (Initials)

17. **2023 OR NEWER MODEL FULL-SIZE 450 or 4500 HEAVY DUTY TRUCK CHASSIS**

Year 2023 Make/Model Ford F-450 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

**DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID**  
(Required):

\$ <u>700.00</u>	Description: <u>Government Price Concession on Fleet Orders ONLY</u>
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

**VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.**

VENDOR COMPLIANCE (Required): EB (Initials)

18. 2023 OR NEWER MODEL FULL-SIZE 550 OR 5500 HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-550 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: <sup>(COST)</sup> \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID  
(Required):

\$ 700.00  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Description: Government Price Concession on Fleet Orders ONLY  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): PB (Initials)

19. 2023 OR NEWER MODEL FULL-SIZE 3/4 TON HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-250 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: <sup>(COST)</sup> \$ 350.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID  
(Required):

\$ 700.00  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Description: Government Price Concession on Fleet Orders ONLY  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): PB (Initials)

20. 2023 OR NEWER MODEL FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS

Year 2023 Make/Model Ford F-350 Delivery Schedule Appx. 40 Weeks

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 350.00 (COST)

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): Appx. 12/31/2022  
(Subject to change)

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID

(Required):

\$ 700.00

Description: Government Price Concession on Fleet Orders ONLY

\$ \_\_\_\_\_

Description: \_\_\_\_\_

\$ \_\_\_\_\_

Description: \_\_\_\_\_

\$ \_\_\_\_\_

Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): RB (Initials)

This Price Bid Form is hereby submitted by the undersigned:

Richard Bean

Printed legal name of Bidder

Richard Bean

Signature

Bobby White: General Manager

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

09/26/2022

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): Woody Anderson Ford
- City of Huntsville current taxpayer identification number (if available): 63-0367773  
(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 type="checkbox"/> Corporation	Number & State:
<input checked="" type="checkbox"/> Other, please explain: "S" Corporation	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: Richard Bean Title (if applicable): Commercial Sales  
Type or legibly write name: Richard Bean Date: 09/26/2022





# Alabama Secretary of State



Woody Anderson Ford	
Entity ID Number	000 - 001 - 080
Entity Type	Domestic Corporation
Principal Address	MADISON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	02/18/1957
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Nature of Business	OPERATE AUTO SALES AGENCY
Capital Authorized	\$20,000
Capital Paid In	\$20,000
Incorporators	
Incorporator Name	ANDERSON, C W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JONES, DONALD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GUTHRIE, THOMAS H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
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="#">1987</a> <a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <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>
Transactions	

Woody Anderson Ford	
Transaction Date Legal Name Changed From	08/12/1966 Woody Anderson Motor Company, Inc.
Transaction Date Legal Name Merged	12/31/1987 Woody Anderson Companies, Inc.
Transaction Date Miscellaneous Filing Entry	12/30/1999 CANCELLATION OF SHARES
Transaction Date Principal Office Changed From	06/09/2008 HUNTSVILLE, AL
Transaction Date Registered Agent Changed From	06/09/2008 * Added
Transaction Date Agent Mailing Address Changed From	11/30/2017 * Added
Transaction Date Registered Agent Changed From	11/30/2017 NEWMAN, DEBBIE 9035 MADISON BLVD MADISON, AL 35758
Scanned Documents	
Document Date / Type / Pages	<u>12/31/1987</u> Merger <u>31 pgs.</u>
Document Date / Type / Pages	<u>12/30/1999</u> Miscellaneous Entry <u>3 pgs.</u>
Document Date / Type / Pages	<u>06/09/2008</u> Registered Agent Change <u>1 pg.</u>
Document Date / Type / Pages	<u>11/30/2017</u> Registered Agent Change <u>2 pgs.</u>

[Browse Results](#)
[New Search](#)

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

**1. BIDDER INFORMATION**

Business Organization

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

Woody Anderson Ford

Doing-Business-As Name of Proposer:

Principal Office Address:

2500 Jordan Lane NW Huntsville, AL 35816

Telephone Number:

256-517-1257

Fax Number:

256-517-1234

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

☒

"S" Corporation

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

09/26/2008

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

Cathleen O. Anderson-Stender: Owner/Dealer Principal

Robert White: General Manager/CEO

Donald Wessels: General Sales Manager/COO

Partnership Statement

If a partnership, answer the following:

Date of organization: N/A  
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: N/A  
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 ☒

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

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

## **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

Richard Bean  
Print or Type Name of Proposer

09/26/2022  
Date

Woody Anderson Ford  
Legal Name of Firm

2500 Jordan Lane NW  
Mailing Address

<u>Huntsville</u>	<u>AL</u>	<u>35816</u>
City	State	Zip Code

<u>256-517-1257</u>	<u>256-517-1234</u>
Phone	Fax

rbean@woodyandersonford.com  
Email Address

www.woodyandersonford.com  
Website Address

# E-Verify



Company ID Number: 502897

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	woody anderson ford
Company Facility Address	2500 Jordan lane huntsville, AL 35816
Company Alternate Address	p o box 11400 huntsville, AL 35814
County or Parish	MADISON
Employer Identification Number	630367773
North American Industry Classification Systems Code	441
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1

# E-Verify



Company ID Number: 502897

Approved by:

<b>Employer</b> woody anderson ford	
<b>Name (Please Type or Print)</b> joe steelman	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 02/10/2012
<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> 02/10/2012



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT DATE: 10/4/2022  
FROM: AUTUMN MCCORD DEPT: FLEET SERVICES  
BID #: 101-2022-54-1 COMMODITY/SERVICE: LIGHT DUTY VEHICLES

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND DONOHOO CHEVROLET

RECOMMENDATION: PLEASE AWARD THE BELOW CATEGORIES OF THE ABOVE BID TO DONOHOO CHEVROLET

DESCRIPTION	PRICE	UOM	COMMENT
4. MID SIZE SEDAN	21195.00	EACH	2023 CHEVROLET MALIBU
PRICE INCLUDES DONOHOO DISCOUNT	1000.00	EACH	DONOHOO DISCOUNT
PRICE INCLUDES GM FLEET REBATE	3300.00	EACH	GM FLEET REBATE
13. FULL SIZE HALF TON CREW CAB SHORT BED	42586.50	EACH	CHEVROLET SILVERADO
PRICE INCLUDES DONOHOO DISCOUNT	2000.00	EACH	DONOHOO DISCOUNT
PRICE INCLUDES GM FLEET REBATE	6400.00	EACH	GM FLEET REBATE

INITIAL PURCHASE: UNKNOWN

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.

**John Lang** Digitally signed by John Lang  
Date: 2022.10.04 14:50:00 -05'00'

Department Head

Date

**Tamara M. Yancy** Digitally signed by Tamara M. Yancy  
Date: 2022.10.04 15:21:54 -05'00'

10/4/2022

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**  
**Light Duty Vehicles**

Invitation for Bid #:	101-2022-54-1
Issue Date:	September 16, 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:	September 23, 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:	September 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:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Light Duty Vehicles 2022

**4.**

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

**A. ADDITIONAL SPECIFICATIONS:**

- ## VENDOR COMPLIANCE

See Attached Bufile

1. Must show all options using factory codes, descriptions and associated cost.
2. 3 YEARS OR 36,000 MILES WARRANTY MINIMUM

4.

**CITY OF HUNTSVILLE**  
**SPECIFICATIONS**  
**MID-SIZE SEDAN**  
**Approximately Two (2)**

**C. OPTIONS:**

**I. OPTION I: EXTENDED SERVICE PLAN**  
(a) **Roundtrip 5 M.**

(a) Powertrain 5 Year or 100,000 miles, Zero (0) deductible

## VENDOR COMPLIANCE

### DETAILED DESCRIPTION OF WARRANTY

2. OPTION II: WEATHERTECH FRONT AND REAR FLOOR LINERS
3. OPTION III: VENT VISORS (Installed)
4. OPTION IV: EXTRA KEY
5. OPTION V: HYBRID
6. OPTION VI: PLUG-IN HYBRID
7. OPTION VII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST

**\$200**

3100

150

ALZA

2/4

**N/A**

**13.**

The following are considered minimum specifications and the 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 may be cause for rejection of the bid.

**A. ADDITIONAL SPECIFICATIONS:**

- ## **VENDOR COMPLIANCE**

See Attached page

1. OPTION I: V-8 ENGINE
2. OPTION II: LINE X BRAND BED LINER

8 1,595  
8450

(Continued)

13.

**CITY OF HUNTSVILLE  
SPECIFICATIONS  
FULL-SIZE 1/2 TON CREW CAB SHORT BED  
Approximately Two (2)**

		<b>VENDOR COMPLIANCE</b>
3. OPTION III: 6.5 FT BED SHORT WHEELBASE		<u>N/A</u>
4. OPTION IV: REGULAR CAB WITH 4WD		<u>N/A</u>
5. OPTION V: EXTENDED CAB		<u>N/A</u>
6. OPTION VI: EXTENDED CAB WITH 4WD		<u>N/A</u>
7. OPTION VII: CREW CAB		<u>INC</u>
8. OPTION VIII: CREW CAB WITH 4WD		<u>INC</u>
9. OPTION IX: EXTENDED SERVICE PLAN		<u>N/A</u>
a) Powertrain, 5 Year or 100,000 miles, Zero (0) deductible		<u>INC</u>
10. OPTION X: STEP BARS (Installed)		<u>\$795</u>
Description <u>6" Black Tubular Rectangular</u>		
11. OPTION XI: HEAD ACHE RACK (Installed)		<u>N/A</u>
Description _____		
12. OPTION XII: LOCKING BED COVER (Installed)		<u>\$950</u>
Description <u>Under Cover Flex Tri-fold</u>		
13. OPTION XIII: WEATHERTECH BRAND MOLDED FLOOR LINER FRONT		<u>\$100</u>
14. OPTION XIV: WEATHERTECH BRAND MOLDED FLOOR LINER REAR		<u>\$100</u>
15. OPTION XV: BEDSLIDE 1000 CLASSIC		<u>N/A</u>
16. OPTION XVI: EXTRA KEY		<u>\$150</u>
17. OPTION XVII: UP-FIT OPTIONS TO BE PROVIDED AT DEALER COST		
18. OPTION XVIII: TRAILER BRAKES		<u>\$275</u>

4. 2023 OR NEWER MODEL MID-SIZE SEDAN

Year 2023 Make/Model Chevrolet Malibu Delivery Schedule 90 days

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or (Below) Dealer Invoice: \$ 21,195.00

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): NO ETA of Cut-off

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ 1,000  
\$ 3,300  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Description: Denahoo Discount  
Description: GM Fleet Rebate  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): CJ (Initials)

5. 2023 OR NEWER MODEL COMPACT SUV

Year \_\_\_\_\_ Make/Model \_\_\_\_\_ Delivery Schedule \_\_\_\_\_

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ No Bid

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): \_\_\_\_\_

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

Description: \_\_\_\_\_  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_  
Description: \_\_\_\_\_

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): \_\_\_\_\_ (Initials)

12. 2023 OR NEWER MODEL MID-SIZE KING CAB PICKUP

Year \_\_\_\_\_ Make/Model \_\_\_\_\_ Delivery Schedule \_\_\_\_\_

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ No Bid

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): \_\_\_\_\_

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): \_\_\_\_\_ (Initials)

13. 2022 OR NEWER MODEL FULL-SIZE 1/2 TON CREW CAB SHORT BED

Year 2023 Make/Model Chevrolet Silverado 1500 Delivery Schedule 90 days

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ 42,586.50

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): No ETA on Cut-off

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ <u>2,000</u>	Description: <u>Donohoo Discount</u>
\$ <u>6,400</u>	Description: <u>GM Fleet Rebate</u>
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): CJ (Initials)

20. **2023 OR NEWER MODEL FULL-SIZE ONE-TON HEAVY DUTY TRUCK CHASSIS**

Year \_\_\_\_\_ Make/Model \_\_\_\_\_ Delivery Schedule \_\_\_\_\_

Dollar amount Above or Below dealer invoice each for base vehicle to include Discounts, Rebates, Concessions, Delivery, Title Fee, and Manufacturer's Standard Warranty. All options and upfits provided at dealer cost.

(CIRCLE ONE) Above or Below Dealer Invoice: \$ \_\_\_\_\_

ESTIMATED VEHICLE MANUFACTURER CUT-OFF DATE (Required): \_\_\_\_\_

DOLLAR AMOUNT OF DISCOUNTS, REBATES & CONCESSIONS APPLIED AT TIME OF BID (Required):

\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____
\$ _____	Description: _____

VENDOR AGREES TO APPLY ANY DISCOUNTS, REBATES, AND CONCESSIONS AVAILABLE AT TIME OF ORDER.

VENDOR COMPLIANCE (Required): \_\_\_\_\_ (Initials)

This Price Bid Form is hereby submitted by the undersigned:

Chad Johnson  
Printed legal name of Bidder

[Signature]  
Signature

Chad Johnson / Fleet Director  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

10-4-22  
Date





Donohoo Chevrolet LLC | 256-845-3525 | fleet@donohoochevrolet.com

Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL

**Selected Model and Options**

CODE	MODEL	Invoice
1ZC69	2023 Chevrolet Malibu 4dr Sdn LS w/1FL	

CODE	DESCRIPTION
GAZ	Summit White

CODE	DESCRIPTION	Invoice
1FL	LS Preferred Equipment Group includes standard equipment	
A51	Seats, front bucket (STD)	\$0.00
FE9	Emissions, Federal requirements	\$0.00
GAZ	Summit White	\$0.00
H1H	Dark Atmosphere/ Medium Ash Gray, Premium cloth seat trim	\$0.00
IOR	Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)	\$0.00
LFV	Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)	\$0.00
MRG	Transmission, Continuously Variable (CVT) (STD)	\$0.00
Options Total		\$0.00



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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

## Price Summary

### PRICE SUMMARY



Invoice #  
N/A

For:  
2023 Chevrolet Malibu

Bill To:  
City of Huntsville

Vin #  
N/A

Item Description	Amount
MSRP	\$25,495.00
Donohoo Discount	\$1,000.00
Donohoo Price	\$24,495.00
Fleet Discount	\$3,300.00
Vehicle Price	\$21,195.00
Upfit Cost	\$0.00
Vehicle Price with Upfit	\$21,195.00
Delivery	\$0.00
Total Price	\$21,195.00

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Data Version: 17121. Data Updated: Aug 4, 2022 6:51:00 PM PDT.

Aug 5, 2022



Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

## Standard Equipment

### Package

Chevy Safety Assist includes (UE4) Following Distance Indicator, (UEU) Forward Collision Alert, (UHX) Lane Keep Assist with Lane Departure Warning, (TQ5) IntelliBeam, (UHY) Automatic Emergency Braking and (UKJ) Front Pedestrian Braking

### Standard

Engine, 1.5L turbo DOHC 4-cylinder DI with Variable Valve Timing (VVT) (160 hp [119.3 kW] @ 5700 rpm, 184 lb-ft torque [248.4 N-m] @ 2500-3000 rpm) (STD)

Transmission, Continuously Variable (CVT) (STD)

Engine control, stop-start system

Axle, 5.10 final drive ratio

Front wheel drive

Suspension, front MacPherson strut

Suspension, rear 4-link, independent

Brakes, 4-wheel antilock, 4-wheel disc

Brake rotors, Duralife

Brake lining, high-performance, noise and dust performance

Brake, parking, electronic

Fueling system, capless

Fuel door, push open

Tool kit, road emergency

Wheels, 16" (40.6 cm) aluminum

Tires, P205/65R16 all-season, blackwall

Wheel, spare, 16" (40.6 cm) steel

Tire, compact spare, T125/80R16

Headlamp control, automatic on and off

Headlamps, halogen

IntelliBeam, automatic high beam on/off (Included with (WPS) Chevy Safety Assist.)

Glass, acoustic, laminated, windshield

Mirrors, outside power-adjustable, manual-folding Black

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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

Audio system, Chevrolet Infotainment 3 system, 8" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable. (STD)

Audio system feature, 6-speaker system

Display, 8" diagonal LCD touch screen

Wireless Apple CarPlay/Wireless Android Auto

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Antenna, Black

#### Interior

Seats, front bucket (STD)

Seat trim, Premium Cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

Seat, rear 60/40 split-folding

Floor mats, carpeted front (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Floor mats, carpeted rear (Deleted when the following LPOs are ordered: PCH, PCM, PDH, RIA, VAV.)

Steering wheel, 3-spoke

Steering column, tilt and telescopic

Steering wheel controls, mounted controls for audio, phone and cruise

Driver Information Center, monochromatic display

Temperature display, outside

Warning indicator, front passenger seat belt

Windows, power with Express-Down on all

Door locks, power programmable

Keyless Start

Keyless Open, front doors includes extended range Remote Keyless Entry

Cruise control, electronic with set and resume speed

Remote panic alarm

Theft-deterrent system, content theft alarm

Power outlet, auxiliary, 12-volt

Air conditioning, single-zone manual

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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

**Interior**

Air filter, cabin  
Defogger, rear-window, electric  
Mirror, inside rearview manual day/night  
Visors, driver and front passenger vanity mirrors, covered  
Assist handle, front passenger  
Lighting, interior overhead courtesy lamp, dual reading lamps and illuminated trunk area  
Map pocket, front passenger seatback  
Trunk cargo anchors

**Safety-Mechanical**

StabiliTrak, stability control system with brake assist includes Traction Control  
Front Pedestrian Braking (Included with (WPS) Chevy Safety Assist.)  
Automatic Emergency Braking (Included with (WPS) Chevy Safety Assist.)  
Braking control, ECM grade

**Safety-Exterior**

Daytime Running Lamps, integral to headlamps

**Safety-Interior**

Airbags, 10 total, frontal and knee for driver and front passenger, side-impact seat-mounted and roof rail-mounted head-curtain for front and rear outboard seating positions includes Passenger Sensing System (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)  
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)  
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)  
HD Rear Vision Camera (Rear Vision Camera display is not HD with IOR audio system.)  
Lane Keep Assist with Lane Departure Warning (Included with (WPS) Chevy Safety Assist.)  
Following Distance Indicator (Included with (WPS) Chevy Safety Assist.)  
Forward Collision Alert (Included with (WPS) Chevy Safety Assist.)  
Rear Seat Reminder  
Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings or Teen Driver menu  
LATCH system (Lower Anchors and Tethers for CHildren), for child restraint seats  
Door locks, rear child security

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Vehicle: [Fleet] 2023 Chevrolet Malibu (1ZC69) 4dr Sdn LS w/1FL (✓ Complete)

#### Safety Features

Trunk latch, safety, manual release

Tire Pressure Monitor System

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

#### WARRANTY

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck

### Selected Model and Options

CODE	MODEL
CK10543	2023 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck

CODE	DESCRIPTION
GAZ	Summit White

CODE	DESCRIPTION	MSRP
—	Compass located in instrument cluster (Included and only available with (UE1) OnStar.)	Inc.
—	Chevrolet Connected Access capable (Included and only available with (UE1) OnStar. Subject to terms. See onstar.com or dealer for details.)	Inc.
—	Option/package discount (Requires (L3B) 2.7L Turbo engine or (PEB) WT Value Package.) *DISCOUNT*	(\$500.00)
1WT	Work Truck Preferred Equipment Group includes standard equipment	
AKO	Glass, deep-tinted (Included with (PCV) WT Convenience Package.)	\$0.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	Inc. \$0.00
BAQ	Work Truck Package includes (NZZ) skid plates and (K47) heavy-duty air filter (Requires (QDV) 265/70R17 blackwall all-terrain tires or (RC5) LT265/70R17C all-terrain tires. Not available with (Z71) Z71 Off-Road Package or (VYU) Snow Plow Prep Package.)	\$175.00
C49	Defogger, rear-window electric (Included with (PCV) WT Convenience Package.)	Inc.





Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

OPTIONS		
CODE	DESCRIPTION	MSRP
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.
FE9	Emissions, Federal requirements	
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	\$0.00 \$395.00
GAZ	Summit White	
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	\$0.00
H2G	Jet Black, Vinyl seat trim	Inc.
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)	\$0.00 \$0.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	
KNP	Cooling, auxillary external transmission oil cooler (Included and only available with V8 engines.)	Inc.
KW7	Alternator, 170 amps (Included and only available with (L84) 5.3L EcoTec3 V8 engine. Not available with (L3B) 2.7L Turbo engine or (VYU) Snow Plow Prep Package.)	Inc. \$0.00
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	\$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.)	Inc.

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

OPTIONS

CODE	DESCRIPTION	MSRP
PCV	WT Convenience Package Includes (AKO) tinted windows, (C49) rear-window defogger, (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror.)	Inc.
PEB	WT Value Package Includes (PCV) WT Convenience Package and (Z82) Trailing Package (Not available with (ZLQ) WT Fleet Convenience Package or (ZW9) pickup bed delete.) *GROSS*	\$1,190.00
PPW	Wireless phone projection for Apple CarPlay and Android Auto (Included and only available with (UE1) OnStar.)	Inc.
PRF	3 Years of Remote Access. The Remote Access Plan gives you simplified remote control of your properly equipped vehicle and unlocks a variety of great features in your myChevrolet mobile app. See dealer for details. (Required with (UE1) OnStar. Remote Access Plan does not include emergency or security services. See onstar.com for details and limitations. Available on select Apple and Android devices. Service availability, features and functionality vary by vehicle, device, and the plan you are enrolled in. Terms apply. Device data connection required.)	\$0.00
Q5U	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Bright Silver painted aluminum (Not available with (VYU) Snow Flow Prep Package.)	\$395.00
QDV	Tires, 265/70R17 all-terrain, blackwall	
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	\$200.00
R7N	Not Equipped with Steering Column Lock, see dealer for details *CREDIT*	\$150.00
U2K	SiriusXM Radio enjoy a Platinum Plan trial subscription with over 150 channels including commercial-free music, plus sports, news and entertainment. Plus listening on the SiriusXM app, online and at home on compatible connected devices is included, so you'll hear the best SiriusXM has to offer, anywhere life takes you. Welcome to the world of SiriusXM. (Requires (UE1) OnStar. IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)	(\$50.00) \$100.00
UE1	OnStar and Chevrolet connected services capable (Requires (U2K) SiriusXM Radio. Includes (PPW) Wireless Phone Projection. Terms and limitations apply. See onstar.com or dealer for details.)	\$475.00
VV4	Wi-Fi Hotspot capable (Included and only available with (UE1) OnStar. Terms and limitations apply. See onstar.com or dealer for details.)	Inc.
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Requires (QDV) 265/70R17 all-terrain blackwall tires or all 18" wheels and tires.)	Inc.
Z82	Trailing Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	Inc.
Options Total		\$4,125.00

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Sep 8, 2022



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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete.)

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

## Price Summary

PRICE SUMMARY



Invoice #  
N/A

For:  
2023 Chevrolet Silverado 1500 WT

Bill To:  
City of Huntsville

Vin #  
N/A

Item Description	Amount
MSRP	\$50,520.00
Donohoo Discount	\$2,000.00
Donohoo Price	\$48,520.00
Bid Assist	\$6,400.00
Vehicle Price	\$42,120.00
Upfit Cost	\$450.00
Vehicle Price with Upfit	\$42,670.00
Title	\$16.50
Delivery	\$0.00
Total Price	\$42,586.50

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Sep 9, 2022



Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

## Standard Equipment

### Package

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam

### Mechanical

Durabed, pickup bed

Engine, 2.7L Turbo High-Output (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.)

Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) 2.7L Turbo engine.)

Rear axle, 3.42 ratio

GVWR, 7000 lbs. (3175 kg) (STD) (Requires Crew Cab or Double Cab 4WD model and (L3B) 2.7L Turbo engine.)

Push Button Start

Automatic Stop/Start (Not available with (5W4) Special Services Package, (9C1) Police Pursuit Package or (FHS) E85 FlexFuel capability.)

Transfer case, single speed electronic Autotrac with push button control (4WD models only)

Four wheel drive

Battery, heavy-duty 730 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 220 amps (Included with (L3B) 2.7L Turbo engine, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package.)

Recovery hooks, front, frame-mounted, Black (Included with 4WD models or on 2WD models with (PQA) WT Safety Package. Available free flow on 2WD models.)

Frame, fully-boxed, hydroformed front section

Suspension Package, Standard

Steering, Electric Power Steering (EPS) assist, rack-and-pinion

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill

Exhaust, single outlet

### Exterior

Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Exterior

Tires, 255/70R17 all-season, blackwall (STD)  
Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)  
Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare  
Tire carrier lock, keyed cylinder lock that utilizes same key as ignition and door  
Bumpers, front, Black (semi-gloss)  
Bumpers, rear, Black (semi-gloss)  
CornerStep, rear bumper  
Cargo tie downs (12), fixed rated at 500 lbs per corner  
Headlamps, halogen reflector with halogen Daytime Running Lamps  
IntelliBeam, automatic high beam on/off  
Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel (Incandescent on Regular Cab models, LED on Crew Cab and Double Cab models)  
Taillamps with incandescent tail, stop and reverse lights  
Mirrors, outside manual, Black (Standard on Crew Cab and Double Cab models only. Not available on Regular Cab models.)  
Glass, solar absorbing, tinted  
Door handles, Black  
Tailgate and bed rail protection cap, top  
Tailgate, standard  
Tailgate, locking utilizes same key as ignition and door (Removed when (QT5) EZ Lift power lock and release tailgate is ordered.)  
Tailgate, gate function manual, no EZ Lift

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, wired Apple CarPlay and Android Auto capable. (STD)  
Audio system feature, 6-speaker system (Requires Crew Cab or Double Cab model.)  
Bluetooth for phone, connectivity to vehicle infotainment system

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)  
Seat trim, Vinyl  
Seat adjuster, driver 4-way manual

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Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Interior

Seat adjuster, passenger 4-way manual  
Seat, rear 60/40 folding bench (folds up), 3-passenger (includes child seat top tether anchor) (Requires Crew Cab or Double Cab model.)  
Floor covering, rubberized-vinyl (Not available with LPO floor liners.)  
Steering wheel, urethane  
Steering column, Tilt-Wheel, manual with wheel locking security feature  
Instrument cluster, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure  
Driver Information Center, 3.5" diagonal monochromatic display  
Exterior Temperature Display located in radio display  
Rear Seat Reminder (Requires Crew Cab or Double Cab model.)  
Window, power front, drivers express up/down  
Window, power front, passenger express down  
Windows, power rear, express down (Not available with Regular Cab models.)  
Door locks, power  
Remote Keyless Entry, with 2 transmitters  
Power outlet, front auxiliary, 12-volt  
USB Ports, 2, Charge/Data ports located on instrument panel  
Air conditioning, single-zone manual  
Air vents, rear, heating/cooling (Not available on Regular Cab models.)  
Mirror, inside rearview, manual tilt  
Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Safety-Mechanical

Automatic Emergency Braking  
Front Pedestrian Braking  
StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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Donohoo Chevrolet LLC | 256-845-3525 | fleet@donohoochevrolet.com

Vehicle: [Fleet] 2023 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

Airbags, dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

HD Rear Vision Camera

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Tire Pressure Monitoring System, auto learn includes Tire Fill Alert (does not apply to spare tire)

Warranty Note: <<< Preliminary 2023 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.

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Sep 9, 2022



## 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): N/A - Not a City of Huntsville business
- 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 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: \_\_\_\_\_ Title (if applicable): \_\_\_\_\_  
Type or legibly write name: \_\_\_\_\_ Date: \_\_\_\_\_





# Alabama Secretary of State



Donohoo Chevrolet, LLC	
Entity ID Number	000 - 288 - 341
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Shelby County
Formation Date	09/24/2013
Registered Agent Name	DONOHOO, PETER S
Registered Office Street Address	8122 HELENA ROAD PELHAM, AL 35124
Registered Office Mailing Address	8122 HELENA ROAD PELHAM, AL 35124
Nature of Business	AUTOMOBILE SALES AND SERVICE DEALERSHIP
Organizers	
Organizer Name	DONOHOO, CHRISTOPHER PAUL
Organizer Street Address	2016 TRAMMEL CHASE DR BIRMINGHAM, AL 35244
Organizer Mailing Address	2016 TRAMMEL CHASE DR BIRMINGHAM, AL 35244
Organizer Name	DONOHOO, PETER SCOTT
Organizer Street Address	106 YORKSHIRE DRIVE BIRMINGHAM, AL 35209
Organizer Mailing Address	106 YORKSHIRE DRIVE BIRMINGHAM, AL 35209
Organizer Name	NOT PROVIDED
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
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="#">2014</a> <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>
Scanned Documents	
Document Date / Type / Pages	10/02/2013 Certificate of Formation 4 pgs.

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

**1. BIDDER INFORMATION**

Business Organization

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

Dorchee Chevrolet LLC

Doing-Business-As Name of Proposer:

Chad Johnson

Principal Office Address:

1000 Greuhill Blvd NW  
Fort Payne AL 35967

Telephone Number:

256-845-3525 Ext. 3

Fax Number:

256-845-6974

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization:  
Location of organization:  
The partnership is:

November 2013  
Port Payne, AL  
General \_\_\_ Limited X

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 ✓

Member of Household City Employee  
If "Yes," Name (s)

Yes \_\_\_ No ✓

Anyone associated with your  
company a City Employee  
If "Yes," Name (s)

Yes \_\_\_ No ✓

## **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

Invitation For Bid # 101-2022-54-1

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."

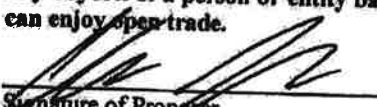
#### 4. ACKNOWLEDGEMENTS

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

Chad Johnson  
Print or Type Name of Proposer

9.26.22  
Date

Donoho Chevrolet LLC  
Legal Name of Firm

1000 Greenhill Blvd NW  
Mailing Address

Fort Payne AL 35967  
City State Zip Code

256-843-2525 256-843-0974  
Phone Fax

Fleet@donohochvrolet.com  
Email Address

www.donohochvrolet.com  
Website Address



Company ID Number: 728051

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Donohoo Chevrolet, LLC (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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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).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

## **B. RESPONSIBILITIES OF DHS**

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. 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 make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. 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.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, 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 Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide 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.

### **C. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the 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.

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 regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- 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.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the 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 photocopy must be of sufficient quality to allow for verification of the photo





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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the 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, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and 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) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is 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. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer





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may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. 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 non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, 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 (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption 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 non-match 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 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. 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, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. 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 unfair immigration-related 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).



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12. 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.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU 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.

14. The Employer acknowledges that the information which 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)), and that 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.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon 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 timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

#### **D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE**

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time



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of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate 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 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify 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 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate 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.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause 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 pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause 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 new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form



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I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed 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 with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, 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.

### **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 the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 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. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.



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## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. 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. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
  - Scanning and uploading the document, or
  - Sending a photocopy of the document by an express mail account (paid for at employer expense).
7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

## **ARTICLE IV**

### **SERVICE PROVISIONS**



**Company ID Number: 728051**

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**

### **PARTIES**

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU 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 procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. 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 they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. 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.

E. 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





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regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of 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, 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).

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

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



Company ID Number: 728051

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

**Employer Donohoo Chevrolet, LLC**

**William Donohoo**

Name (Please Type or Print)

Title

**Electronically Signed**

**11/15/2013**

Signature

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

**Electronically Signed**

**11/15/2013**

Signature

Date

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name: **Donohoo Chevrolet, LLC**

Company Facility Address: **1000 Greenhill Blvd NW**

**Fort Payne, AL 35967**

Company Alternate  
Address:

County or Parish: **DE KALB**

Employer Identification  
Number: **463580891**





Company ID Number: 728051

North American Industry Classification Systems Code:	441
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none"><li>• ALABAMA 1 site(s)</li></ul>	

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

Name:	William M Donohoo	Fax Number:	(205) 769 - 3117
Telephone Number:	(205) 444 - 9333		
E-mail Address:	bill@donohooauto.com		
Name:	Sherry Trantham	Fax Number:	(205) 769 - 3135
Telephone Number:	(205) 444 - 9333		
E-mail Address:	strantham@donohooauto.com		
Name:	Charlotte M Roberts	Fax Number:	(256) 845 - 6974
Telephone Number:	(256) 845 - 3525		
E-mail Address:	charlotte@wjchevy.com		
Name:	Peter S Donohoo	Fax Number:	(205) 769 - 3114
Telephone Number:	(205) 444 - 9333		
E-mail Address:	pete@donohooauto.com		



**Company ID Number: 728051**



Finance Department  
Procurement Services Division

### CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 9/27/22  
FROM: JOHN LANG DEPT: GENERAL SERVICES  
BID #: 100-2022-74-2 COMMODITY/SERVICE: Gym Floor Restoration

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Professional Restoration On-site Solutions, LLC

RECOMMENDATION: The General Services Department recommends Professional Restoration On-Site Solutions, LLC for the Gym Floor Restoration bid as they were the only bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Pricing Proposal			

INITIAL PURCHASE: As Needed  
FUNDING SOURCE: 1000-14-14300-513010-0000000  
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.

**John Lang** Digitally signed by John Lang  
Date: 2022.09.27 09:38:18 -05'00'

Department Head

Date

**Tamara M. Yancy** Digitally signed by Tamara M. Yancy  
Date: 2022.09.27 11:01:30 -05'00'

9/27/2022

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 Gym Floor Restoration Services**

Invitation for Bid #:	100-2022-74-2
Issue Date:	August 30, 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:	September 13 @ 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:	September 20 @ 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:	Gym Floor Restoration Services 2022

## 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.

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed price service rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
5.	Bidders have three years of experience in Gym Floor Restoration and possess all tools of the trade.	X	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
6.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$50,000 or more shall not be authorized under this contract.	X	
7.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
8.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only (1) skilled laborer will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
9.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
10.	The contractor must provide competent workmen and supervision.	X	
11.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
12.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
13.	The successful contractor must remove all items and trash from gym floor before floor restoration or repair including but not limited to debris, dust, gum, tape, tape residue, ink, etc.	X	
14.	The successful contractor must clean up and remove all cans, chemicals and debris of the job site in accordance with all local disposal regulations.	X	
15.	One (1) year warranty for labor required for all work performed under this contract	X	
I.	<b>GENERAL</b>		
16.	The floor will be cleaned prior to screening using a solution of gym floor cleaner to reduce organic soil from the existing coating	X	
17.	Entire floor will be abraded using 80 or 100 grit and screen discs, unless otherwise specified	X	
18.	Game lines, logos, lettering to be repainted if applicable	X	
19.	Two coats of gym finish will be applied to the entire floor surface	X	
20.	Following the completion of the project, a maintenance chart will be provided to each Center. Each Center's personnel shall be trained in the proper daily, weekly and monthly care of the gym floor	X	
21.	<b>Materials</b>		
22.	Oil Based Gym Finish – see specifications	X	
23.	Water Based Gym Finish – see specifications	X	
24.	Game Line Paint – DTM	X	
II.	<b>SPECIFICATIONS FOR SANDING TO BARE WOOD</b>		
25.	<b>Scope</b>	X	
26.	The work to be performed includes the mechanical sanding and application of professional quality game lines, graphics and finishing of the entire floor surface. Initially the floor will be sanded to bare wood using coarse, medium and fine sandpaper. Following the sanding process, the floor will be rotary sanded or "screened" with both 80 and 100 grit sand screen discs to remove all sander marks, unless otherwise specified. The floor will then be sealed with two coats of water or oil based gym seal and finished with three coats of water or oil based gym finish	X	
27.	<b>COMPLIANCE</b>		
28.	Full color graphics (for design ideas) for each floor are to be submitted complete with lettering and logos prior to beginning work	X	
29.	Entire floor sanded smooth with coarse, medium fine and extra fine sandpaper followed by the rotary sanding to remove all drum sander marks	X	
30.	Two coats of water or oil based gym seal shall be applied to the entire surface	X	
31.	All game striping, logos and lettering will be applied between the seal and finish coats		
32.	Three coats of water or oil based Urethane gym finish will be applied to the entire floor surface	X	
33.	Following the project, a complete maintenance kit including gym floor cleaner, dust mop treatment and wall charts specific to the products included will be provided to the recreational center. Recreational Center personnel shall be trained in the proper daily, weekly and monthly care of the gym floor.	X	
34.	<b>MATERIALS</b>		
35.	Gym floor seal/finish – Water or oil based Urethane as specified	X	
36.	Gym Line Paint – DTM or equal acrylic by Sherwin Williams	X	
III.	<b>SPECIFICATIONS FOR FLOATING WOOD SLEEPER SYSTEM</b>		
37.	Attach resilient pads to wood sleepers according to manufacturers' written instructions. Install sleepers perpendicular to direction of flooring without anchoring to substrate. Stagger end joints a minimum of 24 inches (810 mm). Space sleepers 9 inches o.c.	X	
38.	Install a minimum 1/2" plywood sub floor according to manufacturers' written instructions	X	
39.	Mechanically fasten wood strip flooring perpendicular to sleepers	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
IV.	<b>SPECIFICATIONS FOR REPAIRS</b>		
40.	<b>COMPLIANCE</b>		
41.	The contractor will make recommendations and provide estimates for any necessary repairs in accordance with the prices submitted herein	X	
42.	<b>MATERIALS</b>		
43.	Flooring – MFMA approved northern hardware maple flooring in width, thickness, milling and grade to match the existing floor system	X	
44.	Sub-floor repair, material to match original must be included	X	
V.	<b>PRODUCT SPECIFICATIONS</b>		
45.	<b>OIL MODIFIED URETHANE – SUPERIOR COURT #612 OR APPROVED EQUAL</b>	X	
46.	The product must contain 40% alkyd urethane solids	X	
47.	Product must be dry for recoat after 12 hours	X	
48.	Product must work in standard gravity feed applicators	X	
49.	Product must cure for normal traffic after 72 hours	X	
50.	Product must be approved by the Maple Flooring Manufacturers Association	X	
51.	Product must cover no less than 400 square feet per gallon	X	
52.	<b>WATER BASED URETHANE – SUPREME COURT #655 OR APPROVED EQUAL</b>		
53.	This product must be an aliphatic urethane at 30% solids	X	
54.	Product must be a two-component system using polyfunctional aziridine as the crosslinker	X	
55.	Product must cover at least 800 square feet per gallon (Average 2 coats)	X	
56.	Aliphatic urethane resin content must be at least 75% of solids content	X	
57.	Product cannot foam excessively at any point during applications	X	
58.	Product V.O.C. levels must be lower than 150 grams per liter	X	
59.	Product must dry for recoating in two to four hours without screening between coats	X	
60.	Must be cured for normal traffic after 24 hours	X	
61.	Product must be approved by the Maple Flooring Manufacturer's Association	X	
	<b>G. BACKGROUND CHECKS</b>		
62.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	<b>H. OSHA &amp; LOCK OUT TAG OUT</b>		
63.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>		
64.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
65.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
66.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
	<b>J. REPAIR STATUS, WHEN A DELAY</b>		
67.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
68.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
	<b>K. EXECUTION OF WORK</b>		
69.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
70.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	<b>L. RESPONSE TIME</b>		
71.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
72.	All work shall be started within one (1) hour for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	X	
73.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>M. INSPECTION AND ACCEPTANCE</b>		
74.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>N. CALL BACK SERVICES</b>		
75.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	x	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
76.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	x	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
77.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.  Such materials, equipment rental and subcontractor work shall be itemized and billed at the Contractor's actual cost plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	x	
78.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	x	
79.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	x	
	<b>Q. SUMMARY REPORT</b>		
80.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	x	
	<b>R. INVOICING</b>		
81.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	x	
82.	Original invoices shall be submitted at the completion of each job with the following information:  City of Huntsville Finance Department A/P Division accountspayable@huntsvilleal.gov	x	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>P.O. Box 308 Huntsville, Alabama 35804</p> <p>An additional copy of the invoice may also be submitted via email to General Services – Attn: Peggy Smith Peggy.smith@huntsvilleal.gov</p> <p>1. Name and address of Contractor 2. Invoice date 3. Invoice #, Work Order #, PO# 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report</p>	X	
83	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	<b>S. LABOR CHARGES</b>		
84.	The City does not pay overtime or holiday pay.	X	
85.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	<b>T. TRAVEL TIME</b>		
86.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
87.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
88.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$50,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	<b>W. FAILURE FORM</b>		
89.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
90.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
91.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
92.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
93.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
94.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
95.	Provide 3 contact names listing each 24-hour phone numbers.		
96.	Contact #1: Name: Adam Brown Phone Number(s): 256-762-1193		
97.	Contact #2: Name: Adam Brown Phone Number(s): 256-275-7181		
98.	Contact #3: Name: James Robnett Phone Number(s): 256-904-2024		
	<b>BB. REFERENCES</b>		
99.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
100.	Company Name: Carbine Construction Contact Name: Ronnie King Address: 612 Thompson Street Florence AL 35630 Phone Number: 256-766-9210 E-mail Address: rking@carbineconstruction.com		
101.	Company Name: City of Tuscumbia Contact Name: Joel Kendrick Address: P O Box 29 Tuscumbia AL 35674 Phone Number: 256-383-5463 E-mail Address: joelkendrick@comcast.net		
102.	Company Name: Johnson Contractors Contact Name: Justin Boozer Address: 3635 Second Street Muscle Shoals AL 35661 Phone Number: 256-383-0313 E-mail Address: jboozer@johnsoncont.com		

## 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.

X

I do acknowledge receipt of the following addenda: \_\_\_\_\_

Description	Rate	Estimated Quantity	Subtotal
Screening and Recoating	\$ .506	Per Sq Ft	\$
Sanding to Bare Wood	\$ 1.127	Per Sq Ft	\$
Floating Wood Sleeper	\$ 7.00	Per Sq Ft	\$
Replacement of Strip Flooring 25/32x2-1/4" 2 <sup>nd</sup> and Better Maple	\$ 14.00	Per Sq Ft	\$
Replacement of Parquet Flooring 4-3/4"x4-3/4" Slat Maple or Better	\$ 12.00	Per Sq Ft	\$
Repairing of Wood Strip Flooring (Sub Flooring and Surfacing Material)	\$ 9.00	Per Sq Ft	\$
Repairing of Parquet Flooring Sub Flooring and Surfacing Material	\$ 9.00	Per Sq Ft	\$
Demolition and Disposal of Existing Sub Floor and Finish Floor	\$ 10.00	Per Sq Ft	\$
Installation of 33/32" 2 <sup>nd</sup> and Better Maple Strip Flooring (MFMA Approved)	\$ 8.00	Per Sq Ft	\$
Installation of 33/32" 34D Grad Maple Strip Flooring (MFMA Approved)	\$ 7.50	Per Sq Ft	\$
Installation 25/32" 2 <sup>nd</sup> and Better Maple Strip Flooring (MFMA Approved)	\$ 8.00	Per Sq Ft	\$
Vent Cove Base 4x3 Johnsonite or Equal Installed	\$ 6.50	Per Sq Ft	\$
Installation of Volleyball Insert Sleeves Per Manufacturer's Specifications	\$ 30.00	Per Sq Ft	\$
Painting/Graphics Borders	\$ 2.25	Per Sq Ft	\$
Painting/Graphics Lanes	\$ 2.25	Per Sq Ft	\$

Two per Floor			
Painting/Graphics Logo Two color Logo 6'-12'	\$ 16.00	Per Sq Ft	\$
Painting/Graphics Letters Two color	\$ 3.50	Per Sq Ft	\$
Basketball Lanes (TSSAA Approved)	\$ 3.50	Per Sq Ft	\$
Painting/Graphics Volleyball Lines per Court	\$ 2.50	Per Sq Ft	\$
Painting/Graphics Cross Court Basketball (Two per Floor)	\$ 2.00	Per Sq Ft	\$
Painting/Graphics Badminton	\$ 1.50	Per Sq Ft	\$
Painting/Graphics Shuffleboard	\$ 1.50	Per Sq Ft	\$
Painting/Graphics Three Point Area, Solid Paint 2 per Floor	\$ 1.75	Per Sq Ft	\$
TOTAL			\$

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

This Price Bid Form is hereby submitted by the undersigned:

Professional Restoration OnSite Solution LLC

Timmy Adam Brown, Owner

Printed legal name of Bidder

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



9-22-22

Signature

Date

**\*ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT\***

## 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): Professional Restoration OnSite Solutions  
DBA PROS LLC
- City of Huntsville current taxpayer identification number (if available): 51042  
(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 checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: 000-345-997 AL
<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 the entity, please insert your title as well.

Signature:  Title (if applicable): Owner  
Type or legibly write name: Timmy Adam Brown Date: 9-22-22



## Alabama Secretary of State



Professional Restoration On-site Solutions LLC	
Entity ID Number	345 - 997
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Lauderdale County
Formation Date	10-2-2015
Registered Agent Name	BROWN, T A
Registered Office Street Address	1406 PINE STREET FLORENCE, AL 35630
Registered Office Mailing Address	1406 PINE STREET FLORENCE, AL 35630
Nature of Business	
Capital Authorized	
Capital Paid In	
Organizers	
Organizer Name	BROWN, T ADAM
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Organizer Name	MINOR, JEREMY
Organizer Street Address	Not Provided
Organizer Mailing Address	Not Provided
Annual Reports	
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	<u>2016</u> <u>2017</u> <u>2018</u>
Transactions	
Transaction Date	10-5-2015
Miscellaneous Filing Entry	New Entity Effective 10-02-2015 10:02

**APPENDIX C  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Professional Restoration OnSite Solutions

Doing-Business-As Name of Proposer:

PROS LLC

Principal Office Address:

114 Harvest Drive

Florence AL 35633

Telephone Number:

256-762-1193

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

☒ x

LLC

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

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.

Signature of Proposer

Timmy Adam Brown

Print or Type Name of Proposer

9-22-22

Date

Professional Restoration OnSite Solutions LLC

Legal Name of Firm

114 Harvest Drive

Mailing Address

Florence AL 35633

City State Zip Code

256-762-1193

Phone Fax

adam.pros@yahoo.com

Email Address

www.prosflooring.com

Website Address

Professional Restoration On-site Solutions LLC	
Scanned Documents	
Document Date / Type / Pages	<u>10-5-2015</u> Certificate of Formation 5 pgs.
Document Date / Type / Pages	<u>7-25-2016</u> Articles of Amendment 3 pgs.

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Company ID Number:521641

Client Company ID Number:1459957

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Professional Restoration Onsite Solutions, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent 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 E-Verify Employer Agent, 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. Section 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 shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. 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 1-888-464-4218.
  - 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 I-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.

5. 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.

6. 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 5 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 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.
7. 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.
8. 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.
9. The Employer must use E-Verify (through its E-Verify Employer Agent) 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.
10. 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.
11. 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. Section 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 (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).

12. 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).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) 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.
14. 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 a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 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.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

## **B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT**

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
  - B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability.
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent 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. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent 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 E-Verify Employer Agent 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 Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent 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.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see ) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

### C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

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 reverify 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 information reflected in the Form I-9 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 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.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) 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 the E-Verify Employer Agent) 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. Section 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 E-Verify Employer Agent.
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 E-Verify Employer Agent.

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

#### **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
  - A. Automated verification checks on alien employees by electronic means, and
  - B. Photo verification checks (when available) on employees.
2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent 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 E-Verify Employer Agents 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 E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), 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 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.

###### **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. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
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.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

## 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, 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, the E-Verify Employer Agent, 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, the Employer, and the E-Verify Employer Agent. Professional Restoration Onsite Solutions, LLC (Employer) hereby designates and appoints MARIAN ANDREWS (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



Company ID Number:521641

Client Company ID Number:1459957

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

Approved by:

Employer	
Professional Restoration Onsite Solutions, LLC	
Name (Please Type or Print)	Title
Timmy Brown	
Signature	Date
Electronically Signed	October 16, 2019
E-Verify Employer Agent	
Stack & Blair, LLC	
Name (Please Type or Print)	Title
MARIAN ANDREWS	
Signature	Date
Electronically Signed	October 16, 2019
Department of Homeland Security - Verification Division	
Name	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	October 16, 2019



Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Professional Restoration Onsite Solutions, LLC
Company Facility Address	1504 N Pine Street Florence, AL 35630
Company Alternate Address	114 Harvest Drive Florence, AL 35633
County or Parish	Lauderdale
Employer Identification Number	47-5198115
North American Industry Classification Systems Code	Administrative And Support Services (561)
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1



Company ID Number:521641

Client Company ID Number:1459957

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

Alabama	1
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Company ID Number:521641

Client Company ID Number:1459957

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

Name	Timmy Brown
Phone Number	(256) 762-1193
Fax Number	
Email Address	adam.pros@yahoo.com