



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/12/2024

File ID: TMP-4538

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: \$ Varies based on Contract pricing structures.

Total Cost: \$ Varies based on Contract pricing structures.

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Standard of periodic bid utilizes by various departments.

Update of Bid:

Bobby Meeks Environmental Services, LLC dba Industrial Wastewater Cleaning & Removal Services - Industrial WW leaning & Removal (Water Pollution Control)

RESOLUTION NO. 24- _____

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 is being permanently kept on file in the office of the City Clerk of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Bobby Meeks Environmental Services, LLC dba Industrial Wastewater Cleaning & Removal Services	Industrial WW Cleaning & Removal	One Year W/Extensions

ADOPTED this the 12th day of September, 2024.

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

APPROVED this the 12th day of September, 2024.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 9/3/24
FROM: Kerri Bevilacqua **DEPT:** Water Pollution Control
BID #: 56-2024-76 **COMMODITY/SERVICE:** Industrial WW Cleaning & Removal

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Bobby Meeks Environmental Services, LLC dt

RECOMMENDATION: The department recommends awarding to the sole bidder, Bobby Meeks Environmental Services, LLC dba Meeks Environmental Services, LLC. No bids received, bid negotiated.

DESCRIPTION	PRICE	UOM	COMMENT
Vac Truck Operator	\$475.00	HR	
Pump Truck Operator	\$350.00	HR	
Tanker Truck Operator	\$350.00	HR	
Laborer	\$100	HR	
Materials Percentage Mark-Up (Materials Only)	10%		

INITIAL PURCHASE: As Needed
FUNDING SOURCE: Various
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.

Randall Stewart Digitally signed by Randall Stewart
Date: 2024.09.03 08:52:53 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy
Date: 2024.09.03 09:35:20 -05'00'

9.3.2024

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

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 #	SPECIFICATIONS	Vendor Compliance	
		YES	NO
	I. WASTEWATER REPAIRS AND MINOR INSTALLATION		
	A. INTENT		
1	The successful bidder must possess and maintain all pertinent licenses and permits to provide Industrial Wastewater Cleaning and Removal Services on a twenty-four (24) hour a day, seven (7) days a week basis. All work shall be started within forty-eight (48) hours after notification unless further delay is authorized and all such work shall be completed as soon as possible after commencement. If the City of Huntsville deems any work to be an emergency, work must be started within four (4) hours.	✓	
	B. CALL BACK SERVICE		
2	Call back service for previous repairs or maintenance due to workmanship will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City. Response time shall be within four (4) hours of notification for emergencies and twenty-four (24) hours for non-emergencies.	✓	
	C. EXECUTION OF WORK		
3	Division personnel will instruct the Contractor of what the work consists of and the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is to be performed. The estimate must itemize anticipated installation hours per trade.	✓	
4	No portion of executed work shall be performed by a third party unless prior approval is obtained.	✓	
5	Any project which is estimated at \$100,000.00 or more in cost will be separately bid. No project shall be split in order to avoid this limitation.	✓	
	D. NOTICE TO BIDDERS		
6	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 performed. It is understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	E. TERMINATION FOR CONVENIENCE		
7	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 materials provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	✓	
	F. TERMINATION FOR DEFAULT		
8	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed as specified within the contract. Thereafter, the City may have the services 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 jobs.	✓	
	G. RESPONSIBILITY OF CONTRACTOR		
9	Obtain all necessary licenses and permits.	✓	
10	Provide competent supervision.	✓	
11	Provide competent workmen.	✓	

Line Ref #	SPECIFICATIONS	Vendor Compliance	
		YES	NO
12	Take all precautions necessary to protect persons and property from injury or damage during the performance of the contract. The Contractor shall be responsible for any injury to their self, its 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 the Contractor or its employee's fault or negligence.	✓	
13	Perform work without unnecessarily interfering with the City of Huntsville activities or other Contractor(s).	✓	
14	Must comply with all applicable Federal, State and County regulations.	✓	
15	If, during the term of the contract and extension(s) thereof, regulations are passed which in order to comply with the Contractor is required to purchase or otherwise obtain equipment which is necessary for the trade, the Contractor shall obtain the required equipment at no liability to the City.	✓	
	H. ALLOWANCE OF IN-HOUSE WORK		
16	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking of any operation or project utilizing its own work force.	✓	
	I. LAWS AND REGULATIONS		
17	The Contractor shall perform in accordance with all applicable state, local and federal statutes and legal requirements in their performance of the contract	✓	
	J. MATERIALS AND EQUIPMENT		
18	New or added materials/equipment installed shall be invoiced at the Contractor's actual cost. The Contractor must furnish all new or added equipment required to perform the requested work. The material prices are subject to verification. The materials shall be furnished by the successful Bidder unless otherwise directed by the City of Huntsville. Reimbursement for any new or added systems approved by Water Pollution Control shall be invoiced at the Contractor's ACTUAL COST TO INCLUDE ANY AND ALL DISCOUNTS OFFERED BY THEIR SUPPLIER PLUS A PERCENT MARKUP found in the "Bid Pricing Form" of this bid. Taxes for the purchase of materials/equipment will be reimbursed but are not subject to the markup. Evidence of actual cost shall be required by attaching copies of the invoices for materials to the invoices issued to the City of Huntsville for the work performed. The City of Huntsville may, at its option, furnish to the Contractor the material or equipment needed for any new or added equipment.	N/A	
	II. ADDITIONAL VENDOR REQUIREMENTS		
	A. CHECK-IN/CHECK-OUT		
19	At the City's option, the Contractor may be required to check-in or check-out using one of the following methods.	✓	
20	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.	✓	
21	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.	✓	
22	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.	✓	
	B. CHARACTER OF WORKMEN, METHODS AND EQUIPMENT		
23	The Contractor shall at all times employ sufficient labor and equipment for performing the several classes of work to full completion in the manner and time required by these specifications.	✓	
24	All workmen shall have sufficient skill and experience to perform the work assigned to them. Workmen engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.	✓	

Line Ref #	SPECIFICATIONS	Vendor Compliance	
		YES	NO
25	Any person employed by the Contractor or by a Subcontractor whom, in the opinion of the Water Pollution Control Director, does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Director, be removed forthwith by the Contractor or Subcontractor employing such person and shall not again be employed in any portion of the work without the approval of the Director.	✓	
26	Should the Contractor fail to remove such person or persons as required above or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Director may suspend the work by written notice until compliance with such orders.	✓	
27	All equipment which is proposed to be used for the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work.	✓	
28	When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that demonstrates to the satisfaction of the Director that it will accomplish the work in conformity with the requirements of the contract.	✓	
29	When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless other methods and equipment are authorized by the Director. If the Contractor desires to use a method or type of equipment other than those specified in the contract, the Contractor may request authorization from the Director to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing the work in conformity with the contract requirements. After the work is produced and if it does not meet contract requirements, the Contractor shall discontinue construction with the specified method and equipment.	✓	
C. OSHA & LOCK OUT/TAG OUT			
30	The Contractor must abide by all OSHA regulations and requirements including Lock Out/Tag Out of energy sources.	✓	
D. SUMMARY REPORT			
31	Using the Job Summary Report form located within Appendix E, the Contractor must complete matching invoice with break-down of costs to include: hours, total materials, date, invoice number, mark-up with sub-total and grand total. Attach all copies of tickets/work orders/invoices to the Job Summary Report form.	✓	
E. INVOICING			
32	The Contractor will invoice the City on a job-by-job/project basis to include a copy of the Job Summary Report. The Contractor's invoice shall contain a complete account of all activity for the 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 non-stock 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).	✓	

Line Ref #	SPECIFICATIONS	Vendor Compliance	
		YES	NO
33	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Attn: Water Pollution Control 1800 Vermont Road Huntsville, Alabama 35802 Telephone: 256-883-3719		
	1. Name and address of Contractor 2. Invoice Date 3. Invoice # 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, "Appendix E" 8. Invoice and Job Summary Report must be emailed to Accounts Payable, accountspayable@huntsvilleal.gov , in addition to mailing the original documents to Water Pollution Control for timely payment.		
	F. TRAVEL TIME		
34	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.		
	G. 24 HOUR CONTACT INFORMATION		
35	Provide three (3) contact names below and a twenty-four (24) hour phone number for each.		
36	NAME: Jon Meeks TELEPHONE NUMBER: 205-965-2801		
37	NAME: David Holton TELEPHONE NUMBER: 205-212-4817		
38	NAME: TELEPHONE NUMBER:		
	H. HOUR ROUNDING		
39	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.		
	I. RESPONSE TIME		
40	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. The 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 a 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 frame shall constitute sufficient cause for termination of the contract by reason of default.		
	J. EXCESS PROJECT AMOUNT		
41	A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required that the Contractor obtain approval from the requesting department prior to beginning work. Any project which is estimated at \$100,000.00 or more in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.		

Line Ref #	SPECIFICATIONS	Vendor Compliance	
		YES	NO
	K. FAILURE TO PERFORM		
42	The Contractor's failure to perform will be documented utilizing the Vendor Complaint Form located in Appendix E. The Contractor will receive a copy of the Vendor Complaint Form and will be given an opportunity to respond. A copy of the form will be sent to Procurement Services for their files.	✓	
43	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter notification of cancellation of the contract.	✓	
	L. TERMINATION FOR CAUSE OR CONVENIENCE		
44	If the City of Huntsville determines that the Contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, the City of Huntsville may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with all or part of the remaining work.	✓	
45	The City of Huntsville reserves the right to cancel this contract without cause giving a thirty-day (30) written notice.	✓	
	M. EXPERIENCE REQUIREMENTS		
46	Business has been in existence for more than five (5) years.	✓	
47	Twelve (12) or more years of cleaning and removal projects of wastewater by qualified company representative.	✓	
48	Company has the ability to transport equipment from job site to in-house location.	✓	

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: _____



TRADE REQUIREMENT DESCRIPTIONS

Vac Truck Operator: Drive and operate vacuum truck to vacuum and clean out dense, heavy industrial wastewater sludge to specified destinations. The per hour rate shall include full compensation for said driver, fuel and the use of all trucking equipment from shop location to the project location in Huntsville.

Pump Truck Operator: Drive and operate pump truck to pump out deep basins of industrial wastewater to specified destinations. The per hour rate shall include full compensation for said driver, fuel and the use of all trucking equipment from shop location to the project location in Huntsville.

Tanker Truck Driver: Drive tanker truck to transport industrial wastewater sludge to specified destinations. The per hour rate shall include full compensation for said driver, fuel and the use of all trucking equipment from shop location to the project location in Huntsville.

Laborer: Person responsible for providing assistance to the operator. Aid in cleaning our sewer basins and pump stations

**APPENDIX F
BIDDER PRICING FORM
(Continued)**

TYPE OF SERVICE (UNIT)	REGULAR HOUR / TIME
Vac Truck Operator	\$ 475.00
Pump Truck Operator	\$ 350.00
Tanker Truck Operator	\$ 350.00
Laborer	\$ 100.00
Material Percentage Mark-Up (Materials Only)	10%

ALL WORK MUST BE APPROVED THRU WATER POLLUTION

For evaluation purposes only, the following formula will be utilized.

Work Orders will typically utilize multiple trades.

EXAMPLE:

If the Vac Truck Operator hourly rate is \$50.00 for 10 hours, the Pump Truck Operator hourly rate is \$45 for 8 hours, the Tanker Truck Driver hourly rate is \$48 for 12 hours, the Laborer hourly rate is \$30.00 for 12 hours and the Material Mark-Up is 10% :

$$(A \times 10) + (B \times 8) + (C \times 12) + (D \times 12) = \text{Labor}$$

$$(50 \times 10) + (45 \times 8) + (48 \times 12) + (30 \times 12) = \$1,796.00$$

$$(\$5,324.00 \times 10\% \text{ Material Mark Up}) = \text{Materials}$$

$$\$5,324 \times 1.10 = \$5,856.40$$

$$\text{Labor} + \text{Material} = \text{Total}$$

$$\$1,796.00 + \$5,856.40 = \$7,652.40$$

Therefore, Grand Total is: \$7,652.40

This Price Bid Form is hereby submitted by the undersigned:

I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Bobby Meeks Environmental Ser.
Printed legal name of Bidder

David G. Holton
Signature

DAVID G. HOLTON - OPERATIONS
Printed name of individual/corporate officer/general partner/joint venturer AND Title

8-23-24
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): Bobby Meeks Environmental Ser.
- 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 checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>63-1133451 AL</u>
<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/, 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: David G. Holton Title (if applicable): Operations

Type or legibly write name: DAVID G. HOLTON Date: 8-23-24



Alabama Secretary of State



Bobby Meeks Environmental Services, L.L.C.	
Entity ID Number	000-651-275
Entity Type	Domestic Limited Liability Company
Principal Address	1625 HOLMES DRIVE BESSEMER, AL 35020
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	12/28/1994
Registered Agent Name	MEEKS, JON
Registered Office Street Address	1625 HOLMES DRIVE BESSEMER, AL 35020
Registered Office Mailing Address	1625 HOLMES DRIVE BESSEMER, AL 35020
Nature of Business	INSTALL/REPAIR/CLEAN/MAINTAIN SEWAGE DISPOSAL SYSTEMS/PLANTS
Members	
Member Name	Jon Meeks
Member Street Address	1625 Holmes Drive Bessemer, AL 35020
Member Mailing Address	1625 Holmes Drive Bessemer, AL 35020
Member Name	Angela Wood
Member Street Address	1625 Holmes Drive Bessemer, AL 35020
Member Mailing Address	1625 Holmes Drive Bessemer, AL 35020
Member Name	Jason Wood
Member Street Address	1625 Holmes Drive Bessemer, AL 35020
Member Mailing Address	1625 Holmes Drive Bessemer, AL 35020
Member Name	Cole Tully
Member Street Address	1625 Holmes Drive Bessemer, AL 35020
Member Mailing Address	1625 Holmes Drive Bessemer, AL 35020

Bobby Meeks Environmental Services, L.L.C.	
Annual Reports	
Report Year	<u>2022</u> <u>2023</u>
Transactions	
Transaction Date Miscellaneous Filing Entry	02/07/1995 REPORT OF LLC FILED
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Removed TULLY, MARY KAY
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Added Angela Wood
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Removed MEEKS, FAYE C
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Removed MEEKS, STEVE
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Added Cole Tully
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Removed MEEKS, BOBBY H
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Added Jon Meeks
Transaction Date Incorporator/Member/Partner Activity	12/19/2022 *Added Jason Wood
Transaction Date Registered Agent Changed From	12/23/2022 MEEKS, BOBBY H 4857 RIDGE WAY BESSEMER, AL 35023
Scanned Documents	
Document Date / Type / Pages	<u>12/28/1994</u> <u>Certificate of Formation</u> <u>3 pgs.</u>
Document Date / Type / Pages	<u>02/07/1995</u> <u>Miscellaneous Entry</u> <u>1 pg.</u>
Document Date / Type / Pages	<u>12/19/2022</u> <u>Articles of Amendment</u> <u>4 pgs.</u>

Bobby Meeks Environmental Services, L.L.C.	
Document Date / Type / Pages	<u>12/23/2022</u> <u>Registered Agent</u> <u>Change</u> <u>2</u> 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):

Bobby Meeks Environmental Services, LLC

Doing-Business-As Name of Proposer:

Meeks Environmental Services, LLC

Principal Office Address:

1625 Holmes Dr.
Bessemer, AL 35020

Telephone Number:

205-425-8303

Fax Number:

N/A

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:

1-1-57

Location of incorporation:

Alabama

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

Jon Meeks - Owner

David Holtom - Operations

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 supersede.

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.

I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

David G. Holton

Signature of Proposer

DAVID G. HOLTOM

Print or Type Name of Proposer

8-23-24

Date

Meeks Environmental Services, LLC

Legal Name of Firm

1625 Holmes Dr.

Mailing Address

Bessemer, AL 35020

City State Zip Code

205-425-8303

Phone

Fax

ap@meeksonsite.com

Email Address

www.meeksonsite.com

Website Address



Company ID Number: 485746

**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 Bobby Meeks Environmental Services (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.

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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(I)) 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. 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.

- 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

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

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- 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

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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:

Employer Bobby Meeks Environmental Services	
Name (Please Type or Print) Steve Meeks	Title
Signature Electronically Signed	Date 01/09/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 01/09/2012

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Bobby Meeks Environmental Services
Company Facility Address	1625 Holmes Drive Bessemer, AL 35020
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	631133451
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

Company ID Number: 485746

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: 485746

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

Name	Steve Meeks
Phone Number	2054258303
Fax	2054245324
Email	steve@meeksonsite.com

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