



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/8/2024

**File ID:** TMP-4360

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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:** \$ 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 big utilizes by various departments.

Update of Bid:

Southern Tire Mart, LLC - Retread Tire Services (Fleet Services)

**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:**

**VENDOR**

Southern Tire Mart, LLC

**COMMODITY/SERVICE**

Retread Tire Services

**AGREEMENT**

One Year  
W/Extensions

**ADOPTED** this the 8th day of August, 2024.

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

**APPROVED** this the 8th day of August, 2024.

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



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement DATE: 07/29/2024  
FROM: Autumn McCord DEPT: Fleet Services  
BID #: 51-2024-15 COMMODITY/SERVICE: Retread Tire Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Southern Tire Mart, LLC

RECOMMENDATION: Please award the above bid to Southern Tire Mart, LLC as the lowest, responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
SECTION I-RETREAD TIRES TO INCLUDE ALL RPRS			
1. 11R22.5 G167 Tread	\$110.00	Each	Or Equiv. Bandag DR4.3
2. 11R24.5 G167 Tread	\$120.00	Each	Or Equiv. Bandag DR4.3
3. 11R22.5 G177 Tread	\$151.00	Each	Or Equiv. Bandag BLSS
SECTION II-REPAIRS ONLY			
1. Nail Hole Repair - Repair Only	\$4.00	Each	
2. Casing Spot Repair - Repair Only	\$2.00	Each	

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.

**John Lang** Digitally signed by John Lang  
Date: 2024.07.29 07:36:44 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy  
Date: 2024.07.30 12:18:41 -05'00'

7.30.2024

Procurement Manager

Date

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



# CONTRACT/BID AWARD RECOMMENDATION FORM

<b>TO:</b>	<u>Procurement</u>	<b>DATE:</b>	<u>07/29/2024</u>
<b>FROM:</b>	<u>Autumn McCord</u>	<b>DEPT:</b>	<u>Fleet Services</u>
<b>BID #:</b>	<u>51-2024-15</u>	<b>COMMODITY/SERVICE:</b>	<u>Retread Tire Services</u>

[illegible]

## 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 and product the City of Huntsville is requiring. The Bidder must indicate compliance or list exceptions to each specification item for consideration and/or acceptance. **Failure** to comply with this provision shall be cause for rejection of the bid as non-responsive.

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	<b>I. RETREAD</b>		
1	Retread tread rubber shall be of high-quality premium wearing tread compound for retreading with a hardness factor (durometer) of 64-70.	X	
2	All tread rubber will be pre-cured.	X	
	<b>II. RETREADING PROCESS</b>		
3	Curing temperature shall not exceed 260.	X	
4	All tires shall be inspected using an NDT II or newer inspection machine prior to retreading.	X	
5	Tires shall be built while inflated.	X	
6	There must be no more than one (1) splice per tire.	X	
7	Section repairs shall be centered over injury with a maximum of two (2) per tire.	X	
8	Nail hole repairing during retread process, up to 3/8 of an inch, but cannot overlap.	X	
9	All nail hole, section and casing repairs shall be included in the bid price of the retread tire. Separate pricing is for repair <u>only</u> and is listed separately in Appendix F-Bidder Pricing Form.	X	
10	Base tread width shall have a minimum width as recommended by new tire manufacturer.	X	
11	A maximum of a 7-day turnaround time is required on all retread tires to also include repairs and adjustments.	X	
12	The City will provide all casings, not to exceed the age of 5 years. The City will not accept other casings without approval from the Fleet Manager	X	
	<b>III. TREAD DESIGN</b>		
13	G177 and G167 tread designs will be open shoulder. NO EXCEPTIONS.	X	
14	Lug type shall be Goodyear G177 or equivalent with a minimum of 27/32 of tread depth.	X	
15	Lug type shall be Goodyear G167 or equivalent with a minimum of 22/32 of tread depth.	X	
	<b>IV. GENERAL</b>		
16	A warranty is required and shall be equal to the current new tire supplier warranty. (Attach warranty to bid submission.)	X	
17	Retread supplier shall have a retread tracking system by serial number and supply a copy at time of tire pick-up.	X	
18	Retread mileage shall equal the new tire manufacturers tire mileage per 32nd.	X	
19	Retread program shall include a retread paint process at the retread plant.	X	
20	All pick-up and deliveries must take place on Thursdays between 9:00am and 11:00am.	X	
21	All tires must be delivered dry. Tires delivered with water standing inside will not be accepted.	X	

## BANDAG® DEALER NATIONAL WARRANTY

Every tire retreaded and/or repaired by the Bandag process and by a franchised dealer of Bandag, Incorporated after January 1, 1998 (as evidenced by the DOT code) is warranted by that dealer (subject to all of the terms of this warranty) against:

A) Failure due to defects in workmanship and materials, other than casing defects, for a period of 4 years (2 years for Intermodal™ and InterTransit Trailer™ retreads); B) failure due to casing defects, for a period of 2 years.

In each case commencing on the date of retread manufacture or, if proof of purchase is provided, the date of purchase.

### WARRANTY CREDIT CALCULATION

In the event of any warranted tire failure, credit will be issued toward the price of a comparable (in both tread design and tread depth) Bandag retread. The credit will be the "Warranty Credit Base" times the percent due. The "Warranty Credit Base" for tires other than Intermodal and InterTransit Trailer (ITT), will be the original purchase price of the tire if the conditions to "Cap and Casing" coverage are met and, otherwise, 58% off the Bandag Suggested Truck/Light Truck Price for the retread and/or repairs at the time of presentation of the defective tire for warranty adjustment.

*"The 'Warranty Credit Base' for Intermodal, ITT or items not listed in the Bandag Suggested Truck/Light Truck Price List will be the original purchase price of the tire if conditions to 'Cap and Casing' coverage are met, otherwise the price for the same or comparable retread at the Bandag dealer to which the defective tire is presented."*

<b>WORKMANSHIP &amp; MATERIAL RELATED FAILURE</b>			
Retreads (with the exception of Intermodal and ITT), failing due to defects in workmanship or materials, other than casing defects: ("Cap and Casing" coverage is available only if the retread was manufactured by a franchised dealer of Bandag, Inc. and/or the customer provides proof of purchase which separately itemizes the cost of the tires purchased. For purposes of this warranty, proof of purchase is the customer's original copy of the retread invoice or, in trade vehicle situations, the vehicle bill of sale.)			
1. If the tread <u>has not</u> separated from the casing: *Percentages are of usable tread depth	<b>Remaining Tread*</b> 100% to 75% 74% down to 5/32nds of usable tread 4/32nds and below	<b>Percent Due</b> 100% Percentage of usable tread depth remaining 0%	
2. If the tread <u>has</u> separated from the casing:	<b>Period from Retread Mfg Date or (if proof of purchase is provided) date of purchase to warranty adjustment date</b> 1st through 16th weeks 17th through 32nd weeks 33rd through 48th weeks 49th through 64th weeks more than 64 weeks	<b>Percent Due</b> 100% 75% 50% 25% 0%	
<b>CASING RELATED FAILURE</b>			
Retreads (with the exception of Intermodal and ITT), failing due to <u>casing defects</u> :			
1. If the tread <u>has not</u> separated from the casing: *Percentages are of usable tread depth	<b>Remaining Tread*</b> 100% to 75% 74% down to 50% 49% and below	<b>Percent Due</b> 100% Percentage of usable tread depth remaining 0%	
2. If the tread <u>has</u> separated from the casing:	<b>Period from Retread Mfg Date or (if proof of purchase is provided) date of purchase to warranty adjustment date</b> 1st through 12th weeks 13th through 24th weeks more than 24 weeks	<b>Percent Due</b> 100% 80% 0%	
<b>INTERMODAL &amp; INTERTRANSIT TRAILER (ITT)</b>		<b>Period from Retread Mfg Date or (if proof of purchase is provided) date of purchase to warranty adjustment date</b>	<b>Percent Due</b>
The "Warranty Credit Base" for Intermodal and ITT retreads will be the original purchase price of the tire if conditions to "Cap and Casing" coverage are met, otherwise the price for the same or comparable retread at the Bandag dealer to which the defective tire is presented.		1 year or less	100%
		Over 1 year and up to 2 years	50%
		Over 2 years	0%
<b>TRADE VEHICLE WARRANTY</b>	<b>Tire Size</b>	<b>Casing Allowance for 1<sup>st</sup> Time Retread</b>	<b>2<sup>nd</sup> or More Retread</b>
In situations where retreads are sold as part of a vehicle sale, credit will be given for the retread only according to the warranty guidelines specified in the Warranty Credit Calculation section. If in the same situation, the customer provides proof of purchase consisting of a vehicle bill of sale that does not separately itemize the cost of the tires, the credit other-wise available hereunder will be increased by the applicable* casing allowance shown:	8.25R20, 9.00R20, 9R22.5 and 10R22.5	\$25.00	\$15.00
	10.00R20	\$45.00	\$20.00
	11.00R20 & 10.00R20	\$55.00	\$25.00
	295/75R22.5 & 11R22.5	\$60.00	\$30.00
	285/75R24.5 & 11R24.5	\$65.00	\$35.00
	*Casing allowances as provided in above table are not subject to proration. Casing allowances are subject to change per notification by Bandag, Inc.		

### WARRANTY EXCLUSIONS

This warranty does not cover (a) failure of retreads used in other than normal operating conditions, or (b) tire failures due to the following causes:

- Road hazard (i.e. cuts, snags, bruises, punctures, impact breaks)
- Improper inflation
- Wheel misalignment
- Repairs installed by a non-Bandag dealer
- Incorrect or improper mounting
- Vehicle Damage
- Damage caused by abuse, neglect, collision, fire, curbing, vandalism or chemical corrosion

Customers participating in a Bandag, Inc. national account program, or in any other retread program with Bandag dealers that includes warranty provisions, are not eligible for the protection of this warranty.

### OWNERS OBLIGATIONS

The customer will obtain an adjustment under this warranty only if: 1) The tire fails on the road and is presented to the closest authorized Bandag dealer, which is located more than 100 road miles from the Manufacturing Dealer's shop; or 2) the customer's facilities are located more than 100 road miles from the Manufacturing Dealer's retreading shop and the customer presents the tire to a Bandag dealer in the area of the customer's facilities. The "Manufacturing Dealer" is the Bandag dealer which performed the retreading and/or repair.

### DISCLAIMERS

A credit calculated according to the terms of this warranty is the customer's sole remedy, and the sole liability of Bandag dealers, for any breach of this warranty. Service or labor charges (e.g., for dismounting, mounting, balancing), and all applicable taxes, are the responsibility of the customer. This warranty is the only warranty given on Bandag retreads. Bandag dealers disclaim any implied warranty of merchantability or fitness for particular purpose. **BANDAG DEALERS SHALL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE OF TIRES OR EQUIPMENT, DOWNTIME OR OTHER FORMS OF ECONOMIC LOSSES, OR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER FOR BREACH OF WARRANTY OR OTHER CONTRACT BREACH, NEGLIGENCE OR OTHER TORT, OR ON ANY STRICT LIABILITY THEORY.**

## BANDAG DEALER NATIONAL WARRANTY

### DISPUTES BETWEEN CUSTOMERS AND DEALERS

If the customer and dealer disagree on whether the retread is adjustable, the customer should call the Bandag Warranty Department, using the toll free number and request assistance.

#### Bandag Dealer National Warranty Department

Toll Free - 1-800-523-6366, ext. 2

7 a.m. – 5 p.m. CST

#### Bandag Emergency Tire Assistance Department

Toll Free - 1-800-822-6324 (U.S.) 1-800-544-4142 (Canada)

24-Hour Operations

**NORTH  
AMERICA'S  
#1  
TIRE DEALER**

 **Southern Tire Mart**

**2019  
RETREAD TIRES**

**STMTIRES.COM  
1.877.STM.TIRE**

Mar 2019

## TRAILER



### B197F

**11/32nds** | The Bandag B197 FuelTech™ trailer retread complements the Bridgestone R197™ Ecopia™ radial tire in design and performance. Its advanced tread compound and low rolling resistance design results in long tread life and fuel economy on single and tandem trailer axles in over-the-highway use. The B197 provides the added benefits of EPA SmartWay® verification and CARB compliance.



### FCR-T2

**11/32nds** | The FCR-T2 is designed to succeed the FCR-T and is shown to extend tread life by 4% by combating irregular wear through its solid shoulder ribs and flat tread pattern. With a proprietary tread compound that limits energy loss for improved rolling resistance, the FCR-T2 is the next generation FCR-T, a Smart Way and CARB compliant industry standard trailer tread since 1996.



### ECL-SST

**15/32nds** | The Bandag ECL SST is ideal for on/off road and heavy load spread-axle or multi-axle fleets. It handles the tortuous routes of tough applications.



### RTP

**18/32nds** | The RTP is designed specifically to withstand the punishing environments of on/off road trailer applications such as construction and logging.



### BLT-SA

**16/32nds** | BTL-SA was specifically engineered for trailer tires used in spread axle and multi-axle applications. Spread axle trailer tires take the brunt of what the road has to offer. When cornering, tires drag causing lateral stress. Shoulders twist, scrape and scrub. These movements punish your tire casing, causing scuffing and tearing at tread ribs. The BTL-SA design helps protect casings from this damage.

## DRIVE



### MGT

**26/32nds** | Tread design and compound built for long-lasting performance that helps you lower your tire operating costs over the life of the your truck. That's MegaTrek, a deep aggressive tread design with solid shoulders that keeps your truck rolling for the long haul.



### B760

**23/32nds** | The Bandag B760 FuelTech™ has an advanced tread design and proprietary compound to deliver longer wear life. Couple that with a highly siped design that delivers traction in all conditions, and you have a SmartWay® verified, CARB-Compliant retread that offers a balance of tread life, traction and fuel efficiency.



### DR4.3

**22/32nds** | The open-shoulder, Bandag DR 4.3 retread offers traction and longevity for a variety of applications, including light on/off highway, and is a good choice for fleets seeking dependable performance and long-term value.



### BRM

**26/32nds** | The Bandag BRM is for pickup and delivery industries and other high scrub applications.



### BDM

**26, 30, 32/32nds** | Designed for refuse and construction industries as well as other high-scrub applications where a lug design is needed.



### BDL

**20/32nds** | The Bandag BDL is designed for a wide range of applications. Tie bars stabilize shoulders for even, uniform wear and the open lug design delivers off-road traction.



## 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: X

**PRICES QUOTED TO THE CITY FOR RETREAD TIRES SHALL INCLUDE ALL CASING REPAIRS AS WELL AS, BUT NOT LIMITED TO: NAIL HOLE REPAIRS, SECTION REPAIRS AND CASING SPOT REPAIRS. REPAIRS ONLY PRICING IS LISTED SEPERATELY IN SECTION II.**

### SECTION I: RETREAD TIRES TO INCLUDE ALL REPAIRS

ITEM #	SIZE	ESTIMATED QUANTITY	TREAD TYPE OR EQUAL	OR EQUAL ITEM (IF APPLICABLE)	PRICE EACH	EXTENDED PRICE
1	11R22.5	350	G167	Bandag DR4.3	110.00	38,500.00
2	11R24.5	50	G167	Bandag DR4.3	120.00	6,000.00
3	11R22.5	150	G177	Bandag BLSS	151.00	22,650.00
					<b>EXTENDED TOTAL PRICE</b>	<b>67,150.00</b>

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

**SECTION II: REPAIRS ONLY**

ITEM #	REPAIR TYPE	ESTIMATED QUANTITY	PRICE EACH	EXTENDED PRICE
1	Nail Hole Repair - Repair Only	50	4.00	200.00
2	Casing Spot Repair - Repair Only	50	2.00	100.00
3	Section Repair - Repair Only	50	25.00	1,250.00
			<b>EXTENDED TOTAL PRICE</b>	1,550.00

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.**

Southern Tire Mart LLC  
Printed legal name of Bidder

x  
Signature

Richard Conwill Director of Government Sales  
Printed name of individual/corporate officer/general partner/joint venturer AND Title

July 22nd 2024  
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): N/A
- City of Huntsville current taxpayer identification number (if available): 06-1689011  
(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: 06-1689011, Mississippi
<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: X  Title (if applicable) Director of Government Sales  
Type or legibly write name: Richard Conwill Date: July 22, 2024



# Alabama Secretary of State



Southern Tire Mart at Pilot, LLC	
Entity ID Number	001-006-012
Entity Type	Foreign Limited Liability Company
Principal Address	800 US Highway 98 Columbia, MS 39429
Principal Mailing Address	800 US Highway 98 Columbia, MS 39429
Status	Exists
Place of Formation	Delaware
Formation Date	11/24/2020
Qualify Date	03/02/2022
Registered Agent Name	C T Corporation System
Registered Office Street Address	2 North Jackson Street-Suite 605 Montgomery, AL 36104
Registered Office Mailing Address	2 North Jackson Street-Suite 605 Montgomery, AL 36104
Nature of Business	
Doing Business in AL Since	04/01/2022
Scanned Documents	
Document Date / Type / Pages	<u>03/02/2022</u> <u>Certificate of Formation</u> <u>3</u> pgs.

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

## 1. BIDDER INFORMATION

Southern Tire Mart LLC

Same as above

800 Highway 98

Columbia, MS 39429

Telephone Number: 877-786-4681

Fax Number: 601-651-0655

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: N/A

Location of incorporation:

The corporation is held: Publicly        Privately       

Names and titles of corporate officers:

N/A

### 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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 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:

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

#### 4. ACKNOWLEDGEMENTS

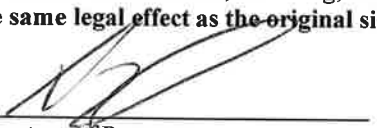
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

  
Signature of Proposer

Richard Conwill  
Print or Type Name of Proposer

7/22/2024  
Date

Southern Tire Mart LLC  
Legal Name of Firm

800 Highway 98  
Mailing Address

Columbia      MS      39429  
City                      State                      Zip Code

877-786-4681      601-651-0655  
Phone                      Fax

gov-sales@stmtires.com  
Email Address

Http://stmtires.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 the Southern Tire Mart, 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.



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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

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

(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

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

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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> Southern Tire Mart, LLC	
<b>Name (Please Type or Print)</b> Kim L Ortega	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/23/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/23/2008

Company ID Number: 138645

<b>Information Required for the E-Verify Program</b>	
<b>Information relating to your Company:</b>	
Company Name	Southern Tire Mart, LLC
Company Facility Address	529 Industrial Park Road Columbia, MS 39429
Company Alternate Address	
County or Parish	MARION
Employer Identification Number	61689011
North American Industry Classification Systems Code	811
Parent Company	Southern Tire Mart, LLC
Number of Employees	1,000 to 2,499
Number of Sites Verified for	44

Company ID Number: 138645

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

Name Casey M Crawley  
Phone Number (601) 424 - 3206  
Fax Number (601) 424 - 3227  
Email Address ccrawley@stmtires.com

Name Victoria Newcomer  
Phone Number (601) 424 - 3213  
Fax Number (601) 424 - 3227  
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