



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/19/2024

File ID: TMP-4949

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:

Gen-Co, Inc - Generator Services and Repairs (General Services)

Lee Company - Plumbing Services (General 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:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Gen-Co, Inc.	Generator Service and Repairs	One Year W/Extensions
Lee Company	Plumbing Services	One Year W/Extensions

ADOPTED this the 19th day of December, 2024.

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

APPROVED this the 19th day of December, 2024.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 11/8/24
FROM: John Lang DEPT: General Services
BID #: 6-2025-14 COMMODITY/SERVICE: Generator Service and Repairs

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Gen-Co, Inc.

RECOMMENDATION: The General Services Department recommends Gen-Co, Inc., for
the Generator Services and Repair bid. Not to exceed (NTE) \$100,000.00

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2024.11.08 09:12:18 -06'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2024.11.08 09:27:01 -06'00'

11.8.2024

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Tommy Battle

Mayor

City of Huntsville, Alabama

Finance Department

Procurement Services Division

Invitation For Bids Generator Services & Repairs

Invitation for Bid #:	6-2025-14
Issue Date:	October 14, 2024
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	October 29, 2024 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	November 5, 2024 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Generator Services & Repairs

APPENDIX D

DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
	D. SCOPE OF SERVICES		
4.	The contract shall be a unit price for inspections with reimbursement for time and materials on repairs. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
5.	The contractor shall inspect the generators according to the schedule supplied herein.	X	
6.	Contractor shall supply all the equipment and knowledge to inspect, test, trouble shoot and be able to obtain parts for the generators listed.	X	
7.	Each generator is to be inspected twice (2) a year. A generator load test shall be conducted for 90 minutes, with proper load bank equipment, once per year. The transfer switch must be tested at this time as well.	X	
8.	Hours of regular maintenance, testing and inspection shall be between 7:30AM thru 4:30PM unless prior approval is given by General Services.	X	
9.	Results of generator tests and inspections shall be sent to the General Services Representative within four (4) weeks of inspection. The Contractor shall notify the General Services Representative of any abnormalities in the results of the inspection and testing. Abnormalities shall also be noted in the reports submitted to General Services.	X	
10.	After inspections and testing, all controls are to be set back to automatic position.	X	
	E. CONTRACTOR REQUIREMENTS		
11.	Bidders have five (5) years of experience in generator service and possess all tools of the trade.	X	
12.	Bid proposals must include a list of all generator manufacturers in which they are authorized to repair, obtain parts, and perform warranty and start-ups for currently.	X	
13.	Bidders will keep a local service office within 50 miles of 305 Fountain Circle for the duration of this contract. (The City of Huntsville has the right to verify office during the duration of this lease)	X	
14.	Inspections and testing for the Biannual service must include the following:	X	
A	Address of Generator:	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Type Engine Serial Number Model Number Make of Generator Serial Number Model Number Field Technician's Name Date Inspected	X	
B	Fuel System: Day Tank Type Fuel Fuel Level Fuel Piping Condition Fuel Filters (How many and part number) Fuel Analysis (For Diesel only)	X	
C	Lubrication System: Oil Filters Type and Condition Oil Analysis – Oil must be changed at least once in any 12 month period. Old fluid shall be disposed of properly. Crankcase Breather Condition Are there oil leaks detected and to what extent Condition of grease fittings	X	
D	Cooling System: Level of coolant Antifreeze analysis Old fluid shall be disposed of properly. Condition of Radiator Core Exterior Air Flow Condition Condition of Radiator Fan Condition of Radiator Fan Belts Condition of Water Pump Condition of Water Pump Belts Radiator Cap PSI Release and Hold Condition of Coolant Hoses Condition of Jacket Water Heart (Model, wattage and volts) Condition of Louvers/Ductwork Coolant Leaks and to what extent Condition of Coolant Filters	X	
E	Exhaust System: Exhaust Leakage and to what extent Condition of Drain Condensation Line Condition of Rain Cap Flexible Exhaust Condition including Supports	X	
F	Electrical System: General Condition	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Condition of engine wiring and power connections Are any wires chafing and if so, where Condition of Control Panel, Junction Boxes, Circuit Breakers and fuses Inspection of Operation of Safety Shutdowns Inspection of Operation Safety Pre-Alarms	X	
G	Prime Mover: General Inspection Condition of Air Filters Governor Model Condition of Ignition-Plugs and Points Condition of Injector Pumps Condition of Generator Engine Mounting Inspection of Vibration Isolation Adjustment	X	
H	Generator: Condition of Rotor and Stator winding Condition of Bearings Inspect Bearing Grease Model of Voltage Regulator and Condition Inspect Exciter	X	
15.	Overall System Inspection	x	
A.	Paralleling Gear: Inspect wiring, controls and instrumentation Inspect the Operation of System with No Load	X	
B.	Automatic Transfer Switches: Record Amp Load readings Visual Inspection Check Exerciser Clock Settings Operate Automatic Transfer Switches (Must notify General Services Representative before operation)	X	
C.	Record: Engine Hours Engine RPM Coolant Temperature Inlet Coolant Temperature Outlet Oil Pressure Oil Pressure Differential Oil Temperature Fuel Pressure Fuel Pressure Differential Frequency Voltage Amperage Kilowatts Ambient Temperature	X	
D.	Battery Testing: System Voltage VDC Battery Size	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Quantity Battery Condition: Studs Posts Electrolyte Level: Terminals – Inspect, clean and tighten Battery Case – Clean and Dry Check Specific Gravity and Load Test Check Battery Charger: Record Float Rate Record VDC amps Record Model Number Record Alternator Output: Record Specific Gravity Readings Record Findings from Battery Load Test	X	
E.	Record AMP Load Readings	X	
F.	Record Component Indication Notes	X	
	F. RESPONSIBILITY OF THE CONTRACTOR		
16.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more shall not be authorized under this contract.	X	
17.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
18.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled technician will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
19.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
20.	The contractor must provide competent workmen and supervision.	X	
21.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
22.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
23.	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations.	X	
	G. BACKGROUND CHECKS		
24.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	H. OSHA & LOCK OUT TAG OUT		
25.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	I. ADDITIONAL VENDOR REQUIREMENTS		
26.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: <ol style="list-style-type: none"> The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. 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. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service. 	X	
27.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
28.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
	J. REPAIR STATUS, WHEN A DELAY		
29.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
30.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
	K. EXECUTION OF WORK		
31.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
32.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	L. RESPONSE TIME		
33.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
34.	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	X	
35.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	M. INSPECTION AND ACCEPTANCE		
36.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	
	N. CALL BACK SERVICES		
37.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
	O. ALLOWANCE OF IN-HOUSE WORK		
38.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	P. MATERIALS & EQUIPMENT		
39.	All materials to be used on each job must be approved by General Services Representative.	X	
40.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
41.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
42.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
43.	The City of Huntsville has the authority to add or delete generator locations at any time during the contract period. If a generator location is added, the awarded vendor will invoice at a comparable cost to the generators herein.	X	
	Q. SUMMARY REPORT		
44.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	R. INVOICING		
45.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
46.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Finance Department A/P Division P.O. Box 308 Huntsville, Alabama 35801 Invoices may also be sent to: General Services Peggy.smith@huntsvilleal.gov 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary Report	X	
47.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	S. LABOR CHARGES		
48.	The City does not pay overtime or holiday pay.	X	
49.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	T. TRAVEL TIME		
50.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	U. HOUR ROUNDING		
51.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	V. EXCESS PROJECT AMOUNT		
52.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	work. Any project which is estimated to exceed \$100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	W. FAILURE FORM		
53.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
54.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
55.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Y. TERMINATION FOR DEFAULT		
56.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
57.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
58.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	AA. 24 HOUR CONTACT		
59.	Provide 3 contact names listing each 24-hour phone numbers.	x	
60.	Contact #1: Jeff Kennedy Name: Phone Number(s): 256-929-3508	X	
61.	Contact #2: Matt Crowson Name: Phone Number(s): 256-352-5474	X	
62.	Contact #3: Bobby McDonald Name: Phone Number(s): 256-907-1657	X	
	BB. REFERENCES		
63.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
64.	Company Name: Huntsville Hospital Contact Name: Daniel Johnston Address: 101 Sivley Road Huntsville, AL 35805 Phone Number: 256-265-1000 E-mail Address: daniel.johnston@hhsys.org	X	
65.	Company Name: UAB Contact Name: Steve Doss Address: 619 19th Street Birmingham, AL 35249 Phone Number: 205-996-9348 E-mail Address: sbdoss@uab.edu	X	
66.	Company Name: Ochsner Medical Center Contact Name: Robert Cates	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Address: 1514 Jefferson Hwy New Orleans, LA 70121 Phone Number: 504-201-6784 E-mail Address: robert.cates@ochsner.org	X	

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: 2

<u>Pricing Part A</u>			
Description	Hourly Rate	Estimated Quantity	Subtotal
Technician, per hour (For Repairs Only)	\$ 130.00	8 HR	\$ 1,040.00
Helper, per hour (For Repairs Only)	\$ 75.00	8 HR	\$ 600.00
TOTAL			\$ 1,640.00

<u>Pricing Part B</u>									
Location	Voltage	Kw rating	Phase	Fuel	Tank size	Manufacturer	Model #	6 Month Service Cost with Load Bank	6 Month Service Cost with Oil Change
City Hall; 305 Fountain Circle	480/277	750 kw	3 phase	N.G.		Cummins	C750N6	1,700.00	1,800.00
Public Service; 320 Fountain Circle	480/277	100kw	3 phase	N.G.		Onan	100GGHH-4954801	975.00	525.00
Museum of Art; 300 Church Street	480/277	100kw	3 phase	Diesel	250 Gal.	Generac	97A01372-S	975.00	525.00
Huntsville Library; 915	480/277	100kw	3 phase	N.G.		Cummings	100GGHH	975.00	525.00

Monroe Street									
Municipal Justice Center; 815 Wheeler Avenue	480\277	1100kw	3 phase	Diesel	15000 Gal.	Caterpillar	SR4B	1,900.00	2,300.00
Fleet Services Administration; 2739 Johnson Road	480\277	230kw	3 phase	Diesel	450 Gal.	Generac	OA5399	1,175.00	650.00
Fleet Services Vehicle Repair; 2739 Johnson Road	208\120	400kw	3 phase	Diesel	750 Gal.	Marathon	433PSL6220	1,175.00	650.00
Department of Transportation; 500 Church Street	208\120	100kw	3 phase	N.G.		Cummings	85GGHG-1342651	975.00	525.00
Traffic Engineering; 2100 Clinton Avenue	208\120	100kw	3 phase	N.G.		Baldor	IGLC100-2G	975.00	525.00
North Public Safety Complex; 4014 North Memorial Parkway	480\277	200kw	3 phase	N.G.		Taylor	TG200	1,175.00	650.00
Public Works; 4209 East Schrimsher Lane	208\120	125kw	3 phase	N.G.		Kohler	125REZGC	975.00	525.00
Natatorium; 2213 Drake Avenue	480\277	125kw	3 phase	N.G.		Cummings	GGHE-1640070	975.00	525.00
Parking Garage M; 100 #A Church Street	480\277	150kw	3 phase	N.G.		Generac	QT15068KNSN	975.00	525.00
Garage O; 101 Jefferson Street	480\277	125kw	3 phase	Diesel	750 Gal.	Caterpillar	D125-8	975.00	525.00
Parking Garage T/ W.H. Council; 300 St. Clair Avenue	480\277	100kw	3 phase	N.G.		Taylor	TG100	975.00	525.00
Holmes Ave Parking Garage; 178 Greene Street NW	208\120	150kw	3 phase	N.G.		Kohler	150REZGC	975.00	525.00
Fire Station #1; 2110 Clinton Street	208\120	80kw	3 phase	N.G.		Kohler	80RZG	975.00	525.00


Fire Station #2; 2002 Lee High Drive	240\120	60kw	1 phase	N.G.		Generac	13226550100	975.00	525.00
Fire Station #3; 2309 Jordan Lane	240\120	60kw	3 phase	N.G.		Generac	13226610100	975.00	525.00
Fire Station #4; 911 Monte Sano Blvd.	208\120	50kw	3 phase	Propane	500 Gal. x2	Generac	13226590100	975.00	525.00
Fire Station #5; 2503 University Drive	208\120	50kw	3 phase	N.G.		Generac	13226630100	975.00	525.00
Fire Station #6; 2810 Drake Avenue	208\120	60kw	3 phase	N.G.		Taylor	TG60	975.00	525.00
Fire Station #7; 2920 Green Cove Road	208\120	25kw	3 phase	N.G.		Kohler	25REZG	975.00	525.00
Fire Station #8; 4012 North Memorial Parkway	240\120	35kw	1 Phase	N.G.		Generac	13226570200	975.00	525.00
Fire Station #9; 7200 Hickory Hill Lane	240\120	35kw	1 Phase	N.G.		Generac	13226570100	975.00	525.00
Fire Station #10; 5006 Pulaski Pike	208\120	35kw	3 Phase	N.G.		Generac	13226450100	975.00	525.00
Fire Station #11; 230 Martin Road	240\120	60kw	1 phase	N.G.		Generac	13226550100	975.00	525.00
Fire Station #12; 305 Wynn Drive	208\120	60kw	3 phase	N.G.		Generac	13226650100	975.00	525.00
Fire Station #13; 13013 South Shawdee Drive	240\120	35kw	1 phase	Propane	500 Gal. x2	Generac	13226570100	975.00	525.00
Fire Station #14; 817 Mountain Gap Road	240\120	60kw	1phase	N.G.		Generac	13226550200	975.00	525.00
Fire Station #15; 4801 Sparkman Drive	240\120	60kw	1 phase	N.G.		Generac	13226550200	975.00	525.00
Fire Station #16; 150 Jeff Road	208\120	50kw	3 phase	N.G.		Generac	13226630100	975.00	525.00
Fire Station #17; 295 Old Highway 431	240\120	50kw	3 phase	N.G.		Generac	13226630100	975.00	525.00
Fire Station #18; 6535	208\120	75kw	3 phase	N.G.		Generac	RTSN400G3	975.00	525.00

Greenbriar Road									
Fire Station #19; 2455 Old Big Cove Road	208\120	60kw	3 phase	N.G.		Cummings	GGHE-1416647	975.00	525.00
Fire Station #20; 13175 Burgreen Road	208/120	80kw	3 phase	N.G.		Cummins	C80N6	975.00	525.00
							TOTAL	37,350.00	22,325.00

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

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees 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.

Jeff Kennedy
Printed legal name of Bidder


Signature

Gen-Co, Inc.
Printed name of individual/corporate officer/general partner/joint venturer AND Title

11-4-2024
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): Gen-Co, Inc.
- City of Huntsville current taxpayer identification number (if available): 53975
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 362-125 Alabama
<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:  Title (if applicable): Vice-President
Type or legibly write name: Jeff Kennedy Date: 11-4-2024



Alabama Secretary of State



Gen-Co, Inc.	
Entity ID Number	000-362-125
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	05/03/2016
Registered Agent Name	WALL, JIMMY C
Registered Office Street Address	3414 9TH AVENUE SW HUNTSVILLE, AL 35805
Registered Office Mailing Address	3414 9TH AVENUE SW HUNTSVILLE, AL 35805
Nature of Business	TO ENGAGE IN THE TRANSACTION OF ANY OR ALL LAWFUL BUSINESS
Capital Authorized	1000000@\$0.01PV
Capital Paid In	
Directors	
Director Name	WALL, JIMMY C
Director Street Address	3414 9TH AVENUE SW HUNTSVILLE, AL 35805
Director Mailing Address	3414 9TH AVENUE SW HUNTSVILLE, AL 35805
Director Name	STUTTS, JESSE
Director Street Address	3414 9TH AVENUE SW HUNTSVILLE, AL 35805
Director Mailing Address	3414 9TH AVENUE SW HUNTSVILLE, AL 35805
Incorporators	
Incorporator Name	BAGGETTE, JOHN R
Incorporator Street Address	305 CHURCH STREET, SUITE 800 HUNTSVILLE, AL 35801
Incorporator Mailing Address	Not Provided
Annual Reports	

Gen-Co, Inc.	
Report Year	2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	05/12/2016
Miscellaneous Filing Entry	New Entity Effective 05-03-2016 13:36
Scanned Documents	
Document Date / Type / Pages	05/12/2016 Certificate of Formation 4 pgs.

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

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Gen-Co, Inc.

Doing-Business-As Name of Proposer:

Gen-Co, Inc.

Principal Office Address:

3500 8th Avenue SW

Huntsville, AL 35805

Telephone Number:

256-319-0382

Fax Number:

256-319-0383

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

May 3, 2016

Location of incorporation:

Huntsville, AL

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

Jimmy Wall - President

Jeff Kennedy - Vice-President

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
Location of organization: _____
The partnership is: General ___ Limited ___

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

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____
Location of organization: _____
JV Agreement recorded? Yes ___ No ___

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

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

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

City Employee Yes ___ No X
If "Yes," Department _____

Member of Household City Employee Yes ___ No X
If "Yes," Name (s) _____

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

I affirm that I understand and agrees 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

Jeff Kennedy
Print or Type Name of Proposer

11-4-2024
Date

Gen-Co, Inc.
Legal Name of Firm

3500 8th Avenue SW
Mailing Address

Huntsville, AL 35805
City State Zip Code

256-319-0382 256-319-0383
Phone Fax

jkennedy@gen-coinc.com
Email Address

gen-coinc.com
Website Address



Company ID Number: 1121173



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 Gen-Co., Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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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 anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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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.



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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.



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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.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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



Company ID Number: 1121173

Approved by:

Employer Gen-Co., Inc.	
Name (Please Type or Print) Jeff Kennedy	Title
Signature Electronically Signed	Date 08/23/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 08/23/2016



Company ID Number: 1121173

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Gen-Co., Inc.
Company Facility Address	3500 8th Avenue Huntsville, AL 35805
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	812506158
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)



Company ID Number: 1121173



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: 1121173

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

Name Rene D Coqain
Phone Number 2563190382
Fax 2563190383
Email rcoqain@aen-coinc.com

Name Jeff Kennedy
Phone Number 2563190382
Fax 2565337736
Email ikennedy@aen-coinc.com



Company ID Number: 1121173



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



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 11/8/24
FROM: John Lang DEPT: General Services
BID #: 8-2025-14 COMMODITY/SERVICE: Plumbing Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Lee Company

RECOMMENDATION: The General Services Department recommends Lee Company, for the Plumbing Services bid. Not to exceed (NTE) \$100,000.00

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$165	/hr	
Helper	\$105	/hr	
Backhoe	\$100	/hr	
Pump Truck	\$150	/hr	
Jetter	\$150	/hr	
TVI Camera Svc.	\$75	/hr	
Leak Detection	\$125	/hr	

INITIAL PURCHASE: TBD
FUNDING SOURCE: 1000-14-14300-513010-0000000
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2024.11.08 09:19:37 -06'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2024.11.08 09:27:47 -06'00'

11.08.2024

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

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

Invitation For Bids Plumbing Services

Invitation for Bid #:	8-2025-14
Issue Date:	October 14, 2024
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	October 29, 2024 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	November 5, 2024 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Plumbing Services

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	A. NOTICE TO BIDDERS		
1	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	B. LAW AND REGULATIONS		
2	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
3	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
4	The bidder must be an Alabama State Certified Master Plumber and Alabama State Certified Gas Fitter.	X	
	D. SCOPE OF SERVICES		
5	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other items, facilities, and services, without exception, for the proper execution and completion of the contract.	X	
	E. CONTRACTOR REQUIREMENTS		
6	Bidder must have three years of experience in commercial plumbing and possess all tools of the trade.	X	
7	Bidder must have at least two (2) qualified service technicians on staff with at least two (2) years, individually, or more experience on commercial plumbing equipment. Contractor shall submit resumes listing specific training and experience. Contractor shall also submit references for qualified service technicians who will perform maintenance and service under this contract.	X	
8	Bidder must supply names of employees who have journeyman and/or master plumber cards.	X	
9	Any boiler or water heater installed under this contract that is required to be registered with the State of Alabama Department of Labor must be completed by the contractor.	X	
	F. RESPONSIBILITY OF THE CONTRACTOR		
10	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more shall not be authorized under this contract.	X	
11	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
12	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) technician will be	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
13	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
14	The contractor must provide competent workmen and supervision.	X	
15	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
16	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
17	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations.	X	
18	The contractor must warranty all new work and repairs for one (1) year.	X	
	G. BACKGROUND CHECKS		
19	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	H. OSHA & LOCK OUT TAG OUT		
20	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	I. ADDITIONAL VENDOR REQUIREMENTS		
21	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
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.	X	
23	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
	J. REPAIR STATUS, WHEN A DELAY		
24	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
25	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
	K. EXECUTION OF WORK		
26	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
27	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	L. RESPONSE TIME		
28	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
29	All work shall be started within one (1) hour for emergencies and four (4) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	X	
30	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	M. INSPECTION AND ACCEPTANCE		
31	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	X	
	N. CALL BACK SERVICES		
32	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies unless further delay is authorized.	X	
	O. ALLOWANCE OF IN-HOUSE WORK		
33	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	P. MATERIALS & EQUIPMENT		
34	All plumbing materials to be used on each job must be approved by General Services Representative.	X	
35	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.</p> <p>Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).</p> <p>A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.</p>	X	
36	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
37	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	Q. SUMMARY REPORT		
38	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	R. INVOICING		
39	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
40	<p>Original invoices shall be submitted at the completion of each job with the following information:</p> <p>City of Huntsville Finance Department P.O. Box 308 Huntsville, Alabama 35801 accountspayable@huntsvilleal.gov</p> <p>Invoices may also be sent to: General Services Peggy.smith@huntsvilleal.gov</p> <ol style="list-style-type: none"> 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 	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
41	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	S. LABOR CHARGES		
42	The City does not pay overtime or holiday pay.	X	
43	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	T. TRAVEL TIME		
44	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	U. HOUR ROUNDING		
45	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	V. EXCESS PROJECT AMOUNT		
46	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	X	
	W. FAILURE FORM		
47	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
48	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	X	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
49	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	Y. TERMINATION FOR DEFAULT		
50	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
51	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
52	The chosen bidder shall be required to give the City of Huntsville 60 days notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	AA. 24 HOUR CONTACT		
53	Provide 3 contact names listing each 24-hour phone numbers.	X	
54	Contact #1: Name: Dispatch Phone Number(s): 256-353-1500	X	
55	Contact #2: Name: Josh Garner, Service Manager Phone Number(s): 256-808-9891	X	
56	Contact #3: Zeb Hammond, Supervisor Name: 256-945-0034	X	

Line Ref #	SPECIFIC FUNTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Phone Number(s):		
	BB. REFERENCES		
57	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company currently holds.	X	
58	Company Name: ALDOT Contact Name: Joey Light Address: Arab, AL Phone Number: 256-586-4178 E-mail Address: lightj@dot.state.al.us	X	
59	Company Name: Publix Contact Name: Allen Henry Address: Phone Number: 256-541-4178 E-mail Address: allen.henry@publix.com	X	
60	Company Name: City of Madison Contact Name: Dustin Riddle Address: Madison, AL Phone Number: 256-279-0684 E-mail Address: dustin.riddle@madisonal.gov	X	

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: No addenda issued

SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Technician	\$165.00	6 HOURS	\$ 990.00
Helper	\$105.00	2 HOURS	\$210.00
Backhoe	\$100.00	4 HOURS	\$400.00
Pump Truck	\$150.00	4 HOURS	\$600.00
Jetter	\$150.00	2 HOURS	\$300.00
TVI Camera Service	\$ 75.00	4 HOURS	\$300.00
Leak Detection	\$125.00	2 HOURS	\$250.00
		SUBTOTAL	\$3,050.00

This Price Bid Form is hereby submitted by the undersigned. I affirm that I understand and agrees 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.

LEE COMPANY

Printed legal name of Bidder



Signature

David B. Sims, Director of Operations

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

10/29/24

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): LEE COMPANY
- City of Huntsville current taxpayer identification number (if available): 27264
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 000-861-049, TN
<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:  Title (if applicable): Director of Operations
Type or legibly write name: David B. Sims Date: 10/29/24



Alabama Secretary of State



Lee Company Of Tennessee, Inc.	
Entity ID Number	000-861-049
Legal Name in Place of Origin	Lee Company
Entity Type	Foreign Corporation
Principal Address	322 WILHAGAN DR NASHVILLE, TN
Principal Mailing Address	322 WILHAGAN DR NASHVILLE, TN
Status	Exists
Place of Formation	Tennessee
Formation Date	
Qualify Date	08/14/1979
Registered Agent Name	NATIONAL REGISTERED AGENTS INC
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	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	12/29/1983
Fictitious Name Changed From	* Added
Transaction Date	12/29/1983

Lee Company Of Tennessee, Inc.	
Legal Name Changed From	Lee Refrigeration Company
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	07/01/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2011
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	06/25/2013
Registered Agent Changed From	NATIONAL REGISTERED AGENTS INC. 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	08/08/1983 Registered Agent Change _1pg.
Document Date / Type / Pages	12/29/1983 Legal Name Change _1 pg.
Document Date / Type / Pages	03/08/2010 Registered Agent Change _1pg.
Document Date / Type / Pages	07/01/2011 Registered Agent Change _2 pgs.
Document Date / Type / Pages	06/25/2013 Registered Agent Change _2 pgs.

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APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

LEE COMPANY

Doing-Business-As Name of Proposer:

Principal Office Address:

HQ: 4057 Rural Plains Cir., Franklin, TN 37064

Local: 15050 State Hwy. 20, Madison, AL 35756

Telephone Number:

256-353-1500

Fax Number:

NA

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

04/05/1965

Location of incorporation:

Tennessee

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

Richard Perko, P.E. President & CEO

Rob Ivy, CFO

Dan Kalman, Executive VP of Service

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is:

General ____ Limited ____

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

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV Agreement recorded?

Yes ____ No ____

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

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

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

City Employee

Yes ____ No X

If "Yes," Department

Member of Household City Employee

Yes ____ No X

If "Yes," Name (s)

Anyone associated with your

company a City Employee

Yes ____ No X

If "Yes," Name (s)

3. CONTRACTOR E-VERIFY – NOTICE

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

As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in

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

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

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

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

4. ACKNOWLEDGEMENTS

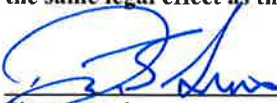
I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

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

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

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

I affirm that I understand and agrees 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

David B. Sims

Print or Type Name of Proposer

10/29/24

Date

Lee Company

Legal Name of Firm

15050 State Hwy. 20

Mailing Address

Madison AL 35756
City State Zip Code

256-353-1500

Phone Fax

bsims@leecompany.com

Email Address

www.leecompany.com

Website Address



Company ID Number: 214021

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 Web Services Employer.

Approved by:

Web Services Employer	
Lee Company	
Name (Please Type or Print) Marie Brock	Title
Signature Electronically Signed	Date 05/18/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/18/2009



Company ID Number: 214021

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Lee Company
Company Facility Address	4057 Rural Plains Circle Franklin, TN 37064
Company Alternate Address	
County or Parish	WILLIAMSON
Employer Identification Number	620723985
North American Industry Classification Systems Code	238
Parent Company	Lee Company
Number of Employees	1,000 to 2,499
Number of Sites Verified for	5 site(s)



Company ID Number: 214021

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

AL	1
KY	1
TN	3



Company ID Number: 214021

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

Name Ashley Haley
Phone Number 6154066126
Fax
Email ashley.haley@leecompany.com

Name Melissa Wilson
Phone Number 6152932469
Fax
Email melissa.wilson@leecompany.com

Name Scarleth Chavez
Phone Number 6152241402
Fax 6155671027
Email scarleth.chavez@leecompany.com

Name Lawrence K Evert
Phone Number 6154686728
Fax
Email lawrence.evert@leecompany.com