



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/21/2023

File ID: TMP-3599

Department: Finance

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: See additional comments below.

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

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

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (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 Bids:

Struthers Recreation - Engineered Wood fiber for Playgrounds (Landscape Management)

Woody Anderson Ford - New Pursuit Rated Light Duty Vehicles-Ford (Fleet Services)

Cowin Equipment Company, Inc. - Broom Sweeper (Fleet Services) \$72,558.32

Commercial Flooring Services, Inc. - Carpet & Tile Products and Installation (General Services)

James Monaghan dba Monaghan Construction - Job Order Contracting for Com. Dev. (Community

Development) \$60,000.00

RESOLUTION NO. 23 - _____

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Struthers Recreation	Engineered Wood Fiber for Playgrounds	One Year W/Extensions
Woody Anderson Ford	New Pursuit Rated Light Duty Vehicles-Ford	One Year W/Extensions
Cowin Equipment Company, Inc.	Broom Sweeper	One Time
Commercial Flooring Services, Inc.	Carpet & Tile Products and Installation	One Year W/Extensions
James Monaghan dba Monaghan Construction	Job Order Contracting for Com. Dev.	One Year W/Extensions

ADOPTED this the 21st day of December, 2023.

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

APPROVED this the 21st day of December, 2023.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** November 2, 2023
FROM: Brian Walker **DEPT:** Landscape Management
BID #: 65-2023-52 **COMMODITY/SERVICE:** Eng Wood Fiber for Playgrounds

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Struthers Recreation


RECOMMENDATION: It is recommended Struthers Recreation, LLC be awarded the bid as they were the lowest responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Benchmark Wood Fiber (Min Delivery 100cy)	31.00	CY	

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

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

Brian R. Walker Digitally signed by Brian R. Walker
Date: 2023.11.02 16:05:53 -05'00' 11/2/23
 Department Head Date

 Digitally signed by Tamara M Yancy
Date: 2023.11.30 10:14:33 -06'00' 11/30/23
 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 Engineered Wood Fiber Surfacing for Playgrounds

Invitation for Bid #:	65-2023-52
Issue Date:	June 5, 2023
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:	June 20, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	June 27, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Engineered Wood Fiber Surfacing for Playgrounds 2023

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	DETAILED REQUIREMENTS	Compliant?															
		Yes	No														
SECTION I - COMPOSITION																	
1	Material used to manufacture the Engineered Wood Fiber Surfacing consists of virgin North American hardwoods such as Oak, Maple, Ash, Poplar, Hickory, Beech, Birch, Eucalyptus and Locust.	✓															
2	All woods will contain less than 5% bark, leaves, twigs and other foreign materials that hasten decomposition.	✓															
3	No chemical treatment or additives are present.	✓															
4	Absolutely no recycled wood from pallets or waste wood is acceptable. Recycled wood could result in poor surface stability and it could be contaminated with chemicals that might be harmful to children.	✓															
SECTION II - DIMENSIONS																	
5	Engineered Wood Fiber Surfacing shall be randomly sized, approximately ten (10) times longer than wide.	✓															
6	Engineered Wood Fiber Surfacing has been tested using ASTM C136 and will meet the following sieve analysis results:	✓															
7	Percent Passing Through Sieve: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Sieve Size</th> <th style="text-align: left;">Minimum Passing by Weight, % - 100</th> </tr> </thead> <tbody> <tr> <td>3/4 inch</td> <td>100</td> </tr> <tr> <td>3/8 inch</td> <td>75</td> </tr> <tr> <td>No. 4</td> <td>45</td> </tr> <tr> <td>No. 10</td> <td>15</td> </tr> <tr> <td>No. 60</td> <td>1</td> </tr> <tr> <td>No. 200</td> <td>0.1</td> </tr> </tbody> </table>	Sieve Size	Minimum Passing by Weight, % - 100	3/4 inch	100	3/8 inch	75	No. 4	45	No. 10	15	No. 60	1	No. 200	0.1	✓	
Sieve Size	Minimum Passing by Weight, % - 100																
3/4 inch	100																
3/8 inch	75																
No. 4	45																
No. 10	15																
No. 60	1																
No. 200	0.1																
8	Ninety-eight percent (98%) of Engineered Wood Fiber Surfacing dimensions shall not exceed 4.00 centimeters in length, 1.30 centimeters in width and 3.25 centimeters in depth.	✓															
SECTION III - PERMEABILITY																	
9	Coefficient of permeability is greater than 0.6 cm/sec ASTM D 2434.	✓															
10	Moisture absorption of Engineered Wood Fiber Surfacing shall be no greater than one hundred fifty percent (150%) by weight.	✓															
SECTION IV - GENERAL																	
11	To meet or exceed the playground surfacing guidelines of the U.S. Consumer Product Safety Commission (using ASTM F355-86 Impact Attenuation Test).	✓															

12	Shock absorbing properties of playing surface systems and materials:						
	Temperature	Thickness of	Drop Height	Average	Average		
	°	Material	Feet	"G" Max	Severity Index		
	70°	8"	10'	72	251		
	70°	8"	12'	81	302		
70°	12"	10'	40	113			
70°	12"	12'	59	179			
13	Must meet the Americans With Disabilities Act Accessibility Guidelines.						
Line Ref #	DETAILED REQUIREMENTS					Compliant?	
						Yes	No
14	Price is requested per cubic yard. Minimums, if any, need to be stated.					✓	
15	Price includes all freight charges.					✓	
16	A sample must accompany this bid.					✓	

**APPENDIX F
BIDDER PRICING FORM**

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

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

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

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

We acknowledge receipt of the following addenda: _____

I. APPROXIMATELY 500 CUBIC YARDS WOOD FIBER SURFACING:

Manufacturer: Benchmark

Minimum Deliverable Quantity: 100 cy

Total Price Per Cubic Yard Delivered: \$ 31.⁰⁰

This Price Bid Form is hereby submitted by the undersigned:

Stacy Perry / office
Printed legal name of Bidder Manager

[Signature]
Signature

Struthers Recreation, LLC.
Printed name of individual/corporate officer/general partner/joint venturer AND Title

06-23-23
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): Struthers Recreation, LLC
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

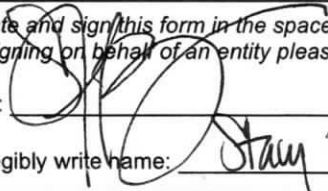
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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

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

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

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

Signature:  Title (if applicable): Office Manager

Type or legibly write name: Stacy Perry Date: 06-23-23

BUSINESS LICENSE
To Conduct Business in
The City of Huntsville, Alabama

2023

TAXPAYER #: 62549
CITIZEN STATUS: C

DATE ISSUED: 4/3/2023
LICENSE NO: 362915

TAXPAYER: STRUTHERS RECREATION LLC
P.O. BOX 1178
PELHAM AL 35124

ATTENTION: CRAIG STRUTHERS

NAICS CODE: 238990 - A.I.L OTHER SPECIALTY TRADE CONTRACTORS *Playground Equipment*

BUSINESS LOCATION: 1

BUSINESS LICENSE YEAR: 2023

LOCATION: STRUTHERS RECREATION LLC
220 APPLGATE TRCE
PELHAM AL 35124

The licensee named herein is authorized to do business
at the above specified Business Location as provided
for the License Schedules listed below:

<u>SECTION NO</u>	<u>TYPE OF LICENSE</u>	<u>AMOUNT</u>
27	CONTRACTOR/SUB SPECIALTY	\$250.00
	TOTAL LICENSE	\$250.00
	TOTAL ISSUANCE FEES	\$12.00
	TOTAL PAYMENT	\$262.00

Licenses paid by check are void if check
is not honored upon first presentation to bank



RANDY L. CUNNINGHAM
DIRECTOR OF INSPECTION SERVICES

WARNING: This license is granted as a personal privilege to the individual, partnership or corporation named, and cannot be used by any other individual, partnership or corporation, under penalty of law. This license does not authorize a business to operate in conflict with any City of Huntsville Ordinances or State of Alabama Laws.

VALID UNTIL DECEMBER 31 of the business license year shown above

CASH

CHECK
#1953



Alabama Secretary of State



Struthers Recreation LLC	
Entity ID Number	000 - 634 - 623
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	06/11/2020
Registered Agent Name	STRUTHERS, CRAIG A
Registered Office Street Address	309 LAUREL SPRINGS PL. PIKE ROAD, AL 36064
Registered Office Mailing Address	309 LAUREL SPRINGS PL. PIKE ROAD, AL 36064
Nature of Business	
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	<u>2021</u> <u>2023</u>
Transactions	
Transaction Date	06/17/2020
Miscellaneous Filing Entry	New Entity Effective 06-11-2020 10:33
Scanned Documents	
Document Date / Type / Pages	<u>06/17/2020</u> <u>Certificate of Formation</u> <u>3 pgs.</u>

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

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

STRUTHERS RECREATION, LLC

Doing-Business-As Name of Proposer:

Principal Office Address:

220 Applegate Tree
Pelham, AL 35124

Telephone Number:

205.663.5053

Fax Number:

205.663.5012

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

- Corporation _____
- Partnership _____
- Individual _____
- Joint Venture _____
- Other (describe): LLC

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____
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 *f*
If "Yes," Department _____

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

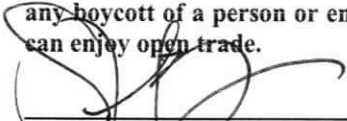
4. ACKNOWLEDGEMENTS

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

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

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

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



Signature of Proposer
Stacy Perry

Print or Type Name of Proposer
06.23.23

Date

STRUTHERS RECREATION, LLC

Legal Name of Firm
220 Applegate Tree

Mailing Address
Relham AL 39124

City State Zip Code
205.663.5059 / 663.5012

Phone Fax
stacy@struthersrec.com

Email Address
www.struthersrecreation.com

Website Address



THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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

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

B. RESPONSIBILITIES OF DHS

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

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

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

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

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

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

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

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

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

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

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

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

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with

respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

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

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

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

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the



verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

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

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)),



and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

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

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

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

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

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

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

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

ARTICLE III



REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.



5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

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

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

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

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or



DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

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

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

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



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

Employer Struthers Recreation LLC

Craig R Struthers Name (Please Type or Print)	Title
<emp_electronically_signed> Signature	General Manager Date 12/11/2020

Department of Homeland Security – Verification Division

<mou_signed_usr_nm> Name (Please Type or Print)	Title
<dhs_electronically_signed> Signature	<mou_signed_date> Date 12/11/2020

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Struthers Recreation LLC
Company Facility Address:	220 Applegate Trace
	Pelham, AL 35124
Company Alternate Address:	PO Box 1178
	Pelham, AL 35124
County or Parish:	SHELBY 85-3224278
Employer Identification Number:	423
North American Industry Classification Systems Code:	

Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1

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

Alabama – 1 site

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

Craig Struthers 205-663-5058
Craig@struthersrec.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	McMillan Insurance Services 2477 Valleydale Road / Suite B-2 Birmingham, AL 35244	CONTACT NAME: Russ McMillan	
		PHONE (A/C, No, Ext): (205)988-5501	FAX (A/C, No): (205)988-5503
		E-MAIL ADDRESS: mcmmins@bellsouth.net	
		INSURER(S) AFFORDING COVERAGE	
INSURED	Struthers Recreation, LLC P.O. Box 1178 Pelham, AL 35124	INSURER A: Everest Indemnity Ins. Co.	NAIC #: 10851
		INSURER B: FCCI Insurance	10178
		INSURER C: Monroe Guaranty Ins.	32506
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 00002089-2907950 REVISION NUMBER: 234

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	CF4GL01437221.	12/11/2022	12/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CA100064337-02	12/11/2022	12/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XC3EX00312221	12/11/2022	12/11/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC0100064338-02	12/11/2022	12/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Installation Floater			CPP100074027-01	12/11/2022	12/11/2023	\$50,000 (Per Job) \$100,000 (Agg.)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability Policy includes the primary & non-contributory additional insured when required by written contract for ongoing operations & completed operations; the blanket waiver of subrogation when required by written contract and the blanket 30 day notice of cancellation for other than non payment of premium and when required by written contract. The Commercial Automobile Policy includes the blanket additional insured when required by written contract on a primary & non-contributory basis and the blanket waiver of subrogation when required by written contract. The Commercial Excess Policy includes the blanket additional insured when required by written contract and the blanket waiver of subrogation when (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

CANCELLATION

EXAMPLE PURPOSES ONLY - NOT VALID UNTIL CONTRACT AWARDED

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Russell K. McMillan

(RKM)

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HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 11/28/2023
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 8-2024-15 **COMMODITY/SERVICE:** New Pursuit Rated Light Duty Veh

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Woody Anderson Ford


RECOMMENDATION: Please award the above bid to Woody Anderson Ford as the sole bidder.
 *One bid received, rejected and negotiated.

DESCRIPTION	PRICE	UOM	COMMENT
1. 2025 or Newer Model Ford Interceptor Utility			
2025 Ford Police Interceptor			
Delivered Base Price	50,210.00	Each	
Police Upfit Options Package Price	17,492.60	Total Pkg	
Police Upfit Options Package Price-Labor	2695.61	Total Pkg	

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

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

John Lang Digitally signed by John Lang
Date: 2023.11.28 09:54:55 -06'00'
 Department Head _____ Date _____

 Digitally signed by Tamara M Yancy
Date: 2023.11.29 12:00:17 -06'00'
 Procurement Manager _____ Date 11/29/23

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama
Finance Department
Procurement Services Division

Invitation For Bids **New Pursuit Rated Light Duty Vehicles-Ford**

Invitation for Bid #:	8-2024-15
Issue Date:	October 16, 2023
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 25, 2023 @ 5:00 PM All questions must be submitted in writing to larissa.schroeder@huntsvilleal.gov .
IFB Closing Date:	October 31, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	N/A
Procurement Services Contact:	LaRissa Schroeder larissa.schroeder@huntsvilleal.gov (256) 427-5058
City Internet Site:	www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	New Pursuit Rated Light Duty Vehicles Appendix F, Item 1, Additional Bidder Pricing 2024.xlsx
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	New Pursuit Rated Light Duty Vehicles-Ford 2024

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

1. CITY OF HUNTSVILLE SPECIFICATIONS FORD INTERCEPTOR UTILITY Approximately Fifty (50)

2025 or newer model full size four (4) door, certified police package mid-size SUV, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

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

<u>A. ADDITIONAL SPECIFICATIONS:</u>	<u>VENDOR COMPLIANCE</u>
1. WHEELBASE: 119.1	✓
2. ENGINE: 3.3L V6 HYBRID	✓
3. 10 SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER	✓
4. 220AMP ALTERNATOR, MIN	✓
5. 75 MPH REAR CRASH RATING	✓
6. ALL WHEEL DRIVE	✓
7. FACTORY AIR CONDITIONING, FRONT AND REAR	✓
8. POWER WINDOWS, TILT WHEEL	✓
9. POWER DOOR LOCKS	✓
10. POWER BRAKES	✓
11. AM/FM RADIO	✓
12. REAR WINDOW DEFROSTER	✓
13. TINTED GLASS THROUGHOUT	✓
14. PURSUIT RATED RADIAL TIRES WITH TOOLS INCLUDING MOUNTED FULL SIZE SPARE	✓
15. TRACTION CONTROL	✓
16. HEAVY DUTY COOLING SYSTEM	✓
17. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER	✓
18. FABRIC SEATS FRONT & REAR	✓
19. COLOR: WHITE EXTERIOR/CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED	✓
20. <u>NO</u> DEALER EMBLEMS OR DECALS	✓
21. SERVICE INFORMATION TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
22. 2.5lb USA AMEREX FIRE EXTINGUISHER (PART B417T) ALUMINIUM VALVE & MARINE BRKT	✓
<u>B. DEALER INVOICE/OPTIONS:</u>	
1. Must show all options using factory codes, description, and associated cost.	✓
2. 3 YEARS OR 36,000 MILES WARRANTY (MINIMUM)	✓

(Continued)
 I.
 CITY OF HUNTSVILLE
 SPECIFICATIONS
 FORD INTERCEPTOR UTILITY
 Approximately Fifty (50)

C. OPTIONS:

VENDOR COMPLIANCE

1. OPTION I: EXTENDED SERVICE PLAN:

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

_____ ✓ _____

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

5 Year / 60,000 Mile Powertrain

2. OPTION II: 3.0L ECOBOOST ENGINE

_____ ✓ _____

3. OPTION III: 3.3L GAS ENGINE

_____ ✓ _____

4. OPTION IV: WEATHERTECH LASER MEASURED FRONT FLOOR LINER

_____ ✓ _____

5. OPTION V: EXTRA KEY

_____ ✓ _____

6. OPTION VI: WINDOW TINT INSTALLED BOTH FRONT DOORS

_____ ✓ _____

7. OPTION VII: LIMO WINDOW TINT INSTALLED ON ALL GLASS

_____ ✓ _____

8. OPTION VIII: ALL UPFIT OPTIONS TO BE PROVIDED AT DEALER COST

_____ ✓ _____

9. OPTION IX: POLICE UPFIT OPTIONS TO BE PROVIDED AT DEALER COST

_____ ✓ _____

(See below for Police Upfit Compliance requirements. Equivalents are not acceptable where manufacturer is specified to keep uniformity across the board and for ease of repair which best meets the needs of the City. The City reserves the right to purchase all or less than all items to meet the needs of the vehicle.)

DETAILED DESCRIPTION OF WARRANTY (OPTION IX) Vendor forms are attached providing available warranty information.

D. POLICE UPFIT COMPLIANCE

1. Location of equipment will be determined either by existing template vehicles or by consulting the appropriate City personnel. Always follow manufacturers upfit manual for proper locations.
2. The City requires a detailed wiring diagram of all upfit equipment.
3. The City requires that all wiring connections, interior and exterior, use the following guidelines:
 - (a) **Unacceptable Connector Types**
 - (1) Non heat shrink butt style connectors will not be accepted.
 - (b) **Acceptable Connector Types**
 - (1) Submersible (Sealed): A connector that is capable of being immersed in water.
 - (2) Weather-Resistant: A connector that will retain its sealing and connection qualities while being exposed to adverse weather conditions.
 - (3) Duraseal® Crimp: A supplier trade name for a sealed wiring repair or splice.
4. Upfitter must be an authorized dealer able to sell, warranty, and install any manufacturer products they sell or install.

VENDOR COMPLIANCE _____ ✓ _____

2.
CITY OF HUNTSVILLE
SPECIFICATIONS
FORD PURSUIT RATED RESPONDER TRUCK
Approximately Four (4)

2024 or newer model full size four (4) door, certified pursuit rated police package full -size truck, to include all standard equipment and standard warranty. Please include Hybrid options if available and list any other factory options with dealer codes, description, and associated cost.

The following are considered minimum specifications and the Bidder must indicate compliance or list all exceptions for our consideration and/or acceptance. All items not clearly noted or specified will be evaluated as exceptions. Failure to comply with this provision may be cause for rejection of the bid.

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

A. ADDITIONAL SPECIFICATIONS:

VENDOR COMPLIANCE

1. WHEELBASE: 145"	✓
2. ENGINE: HIGH PERFORMANCE 3.5 V6 ECOBOOST	✓
3. 10 SPEED AUTOMATIC TRANSMISSION W /EXTERNAL COOLER	✓
4. 240 AMP ALTERNATOR, MIN	✓
5. 7000 POUND TOW RATING CLASS IV HITCH	✓
6. FOUR WHEEL DRIVE	✓
7. FACTORY AIR CONDITIONING	✓
8. POWER WINDOWS, TILT WHEEL	✓
9. POWER DOOR LOCKS	✓
10. ALUMINIUM BED	✓
11. LOCKING REMOVABLE TAILGATE	✓
12. TINTED GLASS THROUGHOUT	✓
13. PURSUIT RATED RADIAL TIRES	✓
14. TRACTION CONTROL	✓
15. HEAVY DUTY COOLING SYSTEM	✓
16. AIRBAGS: FRONT AND SIDE DRIVER AND PASSENGER	✓
17. FABRIC SEATS FRONT	✓
18. RUBBER MATTING THROUGHOUT (NO CARPET)	✓
19. SINGLE KEY OPERATION OF VEHICLE	✓
20. FRONT TAG BRACKETS	✓
21. COLOR: WHITE EXTERIOR/CHARCOAL INTERIOR & STANDARD COLORS AS REQUESTED	✓
22. <u>NO</u> DEALER EMBLEMS OR DECALS	✓
23. SERVICE INFORMATION TO INCLUDE: Parts, Service, Electrical, Wiring Diagrams	✓
24. 2.5lb USA AMEREX FIRE EXTINGUISHER (PART B417T) ALUMINIUM VALVE & MARINE BRKT	✓

B. DEALER INVOICE/OPTIONS:

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

(Continued)
 2.
 CITY OF HUNTSVILLE
 SPECIFICATIONS
 FORD PURSUIT RATED RESPONDER TRUCK
 Approximately Four (4)

C. OPTIONS:

VENDOR COMPLIANCE

1. OPTION I: EXTENDED SERVICE PLAN:

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

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

- | | |
|--|---------------|
| 2. OPTION II: STEP BARS (Installed)
Description <u>Black Round Tube Steps</u> | _____ ✓ _____ |
| 3. OPTION III: WEATHERTECH LASER MEASURED FRONT FLOOR LINER | _____ ✓ _____ |
| 4. OPTION IV: VENT VISORS (Installed) | _____ ✓ _____ |
| 5. OPTION V: EXTRA KEY | _____ ✓ _____ |
| 6. OPTION VI: WINDOW TINT INSTALLED BOTH FRONT DOORS | _____ ✓ _____ |
| 7. OPTION VII: LIMO WINDOW TINT INSTALLED ON ALL GLASS | _____ ✓ _____ |
| 8. OPTION VIII: UPFIT OPTIONS TO BE PROVIDED AT DEALER COST | _____ ✓ _____ |

D. UPFIT COMPLIANCE

1. Location of equipment will be determined either by existing template vehicles or by consulting the appropriate City personnel. Always follow manufacturers upfit manual for proper locations.
2. The City requires a detailed wiring diagram of all upfit equipment.
3. The City requires that all wiring connections, interior and exterior, use the following guidelines:
 - (a) **Unacceptable Connector Types**
 - (1) Non heat shrink butt style connectors will not be accepted.
 - (b) **Acceptable Connector Types**
 - (1) Submersible (Sealed): A connector that is capable of being immersed in water.
 - (2) Weather-Resistant: A connector that will retain its sealing and connection qualities while being exposed to adverse weather conditions.
 - (3) Duraseal® Crimp: A supplier trade name for a sealed wiring repair or splice.
4. Upfitter must be an authorized dealer able to sell, warranty, and install any manufacturer products they sell or install.

VENDOR COMPLIANCE _____ ✓ _____

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: Richard Bean

1. 2025 OR NEWER MODEL FORD INTERCEPTOR UTILITY

Year/Make/Model 2025 FORD INTERCEPTOR Delivery Schedule SEP/OCT 2024

Total Delivered Price Each Including Title Fee and Manufacturer's Standard Warranty \$ 50,210.00

Option I:	Extended Service Plan	Add	\$ <u>3,495.00</u>
Option II:	3.0L Ecoboost Engine	Add	\$ <u>893.00</u>
Option III:	3.3L Gas Engine	Add	\$ <u>-2,661.00</u>
Option IV:	Weathertech Molded Laser Measured Front Floor Liner	Add	\$ <u>150.00</u>
Option V:	Extra Key	Add	\$ <u>15.00</u>
Option VI:	Window Tint Both Front Doors (Installed)	Add	\$ <u>169.00</u>
Option VII:	Limo Window Tint All Glass	Add	\$ <u>500.00</u>

Option VIII. Police Upfit Options (See New Pursuit Rated Light Duty Vehicles Appendix F, Item 1, Additional Bidder Pricing 2024.xlsx document).

Vendor must bid a price for all items. The City reserves the right to buy individual items or the package in full based on the needs of the vehicle.

TOTAL FOR PACKAGE PRICE OPTIONS: Add \$ 17,492.60
(From New Pursuit Rated Light Duty Vehicles Appendix F, Item 1, Additional Bidder Pricing 2024.xlsx)

TOTAL FOR LABOR COST FOR FULL LIST OF OPTION IX. UPFITS: Add \$ 2,695.61
(The labor pricing will be used for this option no matter the quantity of items removed from the list. Pricing must include all freight and any miscellaneous costs to include shop supplies.)

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

2. 2024 OR NEWER MODEL FORD PURSUIT RATED RESPONDER TRUCK

Year/Make/Model 2024 FORD F-150 RESPONDER Delivery Schedule SEP/OCT 2024

Total Delivered Price Each Including Title Fee and Manufacturer's Standard Warranty \$ 45,896.04

Option I:	Extended Service Plan	Add	\$ <u>3,495.00</u>
Option II:	Step Bars (Installed)	Add	\$ <u>325.00</u>
Option III:	Weathertech Molded Laser Measured Front Floor Liner	Add	\$ <u>150.00</u>
Option IV:	Vent Visors (Installed)	Add	\$ <u>155.00</u>
Option V:	Extra Key	Add	\$ <u>15.00</u>
Option VI:	Window Tint Both Front Doors (Installed)	Add	\$ <u>169.00</u>
Option VII:	Limo Window Tint All Glass	Add	\$ <u>450.00</u>

NOTE: PLEASE SUBMIT A THUMB DRIVE CONTAINING THE DEALER OPTIONS AT THE TIME OF CONTRACT AWARD OR WITH YOUR BID SUBMITTAL.

This Price Bid Form is hereby submitted by the undersigned:

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

RICHARD BEAN
 Printed legal name of Bidder

Richard Bean
 Signature

BOBBY WHITE: GENERAL MANAGER
 Printed name of individual/corporate officer/general partner/joint venturer AND Title

11/27/2023
 Date

CITY OF HUNTSVILLE

NEW PURSUIT RATED LIGHT DUTY VEHICLES - BID# 8-2024-15

NEW PURSUIT RATED LIGHT DUTY VEHICLES APPENDIX F, ITEM 1, ADDITIONAL BIDDER PRICING

(UPDATED-AD3)

Line #	Manufacturer	Part #	Description	Installation Location	Notes	QTY	Price Each	Extended Total
1	Federal	VALR51J-PP3L	51" Valor Light Bar, F5 Join, Tri Color, Front Red/Blue/White with Take Down and Full Scene Capabilities, Rear Red/Blue/Amber/White with SignalMaster Capabilities	Roof	N/A	1	\$2,078.650	2,078.65
2	Federal	HKB-FPIU20-HP	Strap Kit, 2020+ FPIU	Roof	N/A	1	\$14,000	14,000
3	Federal	MPSW9X-BW	MicroPulse Wide Angle, Dual Color, Blue/White	Undermirrors	N/A	2	\$105.680	211.36
4	Federal	MPSMW9-FPIU20MIR	Undermirror Mounting Kit, 2020+ FPIU	Undermirrors	N/A	1	\$20.270	20.27
5	Federal	PF200	Pathfinder Siren/Light Controller	Console	N/A	1	\$766.290	766.29
6	Federal	ES100C	DynaMax/ES100C Siren/Speaker	Grille	N/A	1	\$135.000	135.00
7	Federal	ESBL-FPIU20	No Drill Grill Bracket, Mounts (1) ES100 Speaker and (2) MPS Series Light Heads	Grille	N/A	1	\$14,000	14,000
8	Federal	MPS62U-RB	MicroPulse 650 Series, Hood Mount LED, Blue/White	Rear Tag Grille	N/A	2	\$87.640	175.28
9	Federal	MPS62U-BW	MicroPulse Ultra, 62 Series, Dual Color, Blue/White	Rear Bumper	N/A	2	\$77.270	154.54
10	Federal	416300X-BW	416300 Series Flush Mount LED, Blue/White	Rear Bumper Rear Pass	N/A	2	\$52.270	104.54
11	Federal	COM3SRWC	Commander 3" Compartment Light, Red/White	N/A	N/A	1	\$93.970	93.94
12	Federal	RBKIT2	Dual Rumbler Woofer Kit	N/A	N/A	1	\$293.170	293.17
13	Federal	RB-FPIU20	Rumbler Mounting Kit, 2020+ FPIU	N/A	N/A	1	\$34.110	34.11
14	Federal	OBDCABLE6-2	OBD Interface Cable, 6 Foot, 2020+ FPIU	N/A	N/A	1	\$95.510	95.51
15	Blue Sea	7615	Automatic Timer Disconnect	N/A	N/A	1	\$99.350	99.35
16	Blue Sea	5028	Fuse Block	N/A	N/A	2	\$24.530	49.06
17	Pro-Gard	GRCA713D-H	Tri-Lock, Single Cell Mounted, Dual Weapon Gun Rack for 20+ FPIU	N/A	N/A	1	\$547.340	547.34
18	Innovative	INV-ES-ORG-FB-FPIU20	Electronic Storage, False Floor, Electronics Tray, PIU 2020+, Poly Coated	N/A	N/A	1	\$331.350	331.35
19	Innovative	INV-ES-FE-ET-FPIU20	Electronic Storage, Accessory, Organizer, Dual Flare Box, PIU 2020+, Poly Coated	N/A	N/A	1	\$746.940	746.94
20	Innovative	INV-BOX-SD-382110-S	Box, Single Drawer, 38"W x 21"D x 10"H, Includes Electronic Slam Latch, Dual Paddle Latches, 500# Drawer Slides, Poly Coated	N/A	N/A	1	\$1,073.260	1,073.26
21	Innovative	INV-ES-FE-ET-BIRCH	Electronic Storage, Accessory, False Floor, Electronic Tray, Birch Board Insert, 35"W x 21"D, Fits All False Floors	N/A	N/A	1	\$30.110	30.11
22	Jotto	475-0767	Single Cell Prisoner, Transport System for Ford PI Utility (2024+)	N/A	N/A	1	\$1,577.210	1,577.21
23	Motorola	HLN6861D	Motorola Radio Bracket	N/A	N/A	1	\$45.740	45.74
24	Motorola	HKNA191C	Motorola Rear Radio Power Ground	N/A	N/A	1	\$23.480	23.48
25	Motorola	HKM61888	Motorola Front Radio, Power Ground and Speaker	N/A	N/A	1	\$41.760	41.76
26	Motorola	HKM61698	Motorola 17FT Coax Cable	N/A	N/A	1	\$77.100	77.10
27	Motorola	HSM4031B	Motorola Voice Radio Speaker	N/A	N/A	1	\$51.650	51.65
28	Motorola	HAF4013A	Motorola Ant 762-870 MHz 3DB Stubby Thru Hole MU	N/A	N/A	1	\$42.900	42.90
29	Panoroma Antenna	TSHHUNTSVILLEAL-001	Custom Antenna Kit	N/A	N/A	1	\$295.960	295.96
30	Havis	C-VS-0618-INUT	Ford Interceptor Utility Specific High Flat Console	N/A	Includes Filler plates: C-EB25-XTL-1P, C-EB30-FSP-1P	1	\$394.010	394.01
31	Havis	C-PM-124	Brother PocketJet Printer Mount for Ford Interceptor Utility	N/A	N/A	1	\$161.870	161.87
32	Havis	CUP2-1001	Self-Adjusting Double Cup Holder	N/A	N/A	1	\$42.030	42.03
33	Havis	C-ARM-103	Armrest for Top Mount, Console, Large Pad	N/A	N/A	1	\$114.190	114.19
34	Havis	C-HDM-222	Internal Pole Mount for Ford Interceptor Utility Flat Console	N/A	N/A	1	\$151.440	151.44
35	Havis	C-MD-112	11" Slide Out Locking Swing Arm with Motion Adapter	N/A	N/A	1	\$228.970	228.97
36	Brother	PJ823-VK	Brother PocketJet PJ 823 Printer - Monochrome - Thermal Paper-A4/Legal - 300 x 300 dpi - Up To 8 ppm - USB 2.0	N/A	N/A	1	\$412.840	412.84
37	N/A	9787	FLEKboot Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded 550MHz, UTP, Pure Bare Copper Wire, 24AWG, 30ft, Black	N/A	N/A	1	\$7.980	7.98
38	N/A	9815	FLEKboot Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded 550MHz, UTP, Pure Bare Copper Wire, 24AWG, 30ft, Red	N/A	N/A	1	\$7.980	7.98
39	Getac	OIA04X	Getac Video Mounting Bracket (Visor) - Zerodark Camera AND Display (CU-D50) - Interceptor	N/A	N/A	1	\$45.470	45.47
40	Getac	OAX1CEXGAAX1	Getac Video Solutions Inc. VR-X20 ICV - DVR (VR-X20-I) - (8GB RAM+256GB SSD+2nd 256GB SSD+Battery Backup+WiFi+GPS+Crash Sensor), DVR mount Zerodark FHD IP Camera CA-NF21-146 (WS Mount), Cable (25ft), Zerodark FHD IP Camera CA-NF21-146IR (Std Mount), Cable (14ft), Wiring Kit	N/A	146IR (Standard Mount) includes cable (14ft), Wiring kit(25ft) GPS antenna(14ft) WiFi/BTantennas(14ft)(**), DVR mounting bracket, 1 year hardware warranty	1	\$3,268.420	3,268.42
41	Getac	GE-5VNDNEXT14	Getac Warranty/Support - 4 Year Extended Warranty - Warranty - Technical	N/A	N/A	1	\$692.800	692.80
42	Getac	OIX08X	Getac USB Data Transfer Cable - USB Data Transfer Cable for Camera - USB - Extension Cable	N/A	N/A	1	\$16.110	16.11
43	Getac	ORB24X	Getac Video Solutions Inc. Body Worn Camera (BC-02) - Single Port Dock (VD-02), Dock ONLY	N/A	N/A	1	\$39.030	39.03
44	Getac	ORB39X	Getac Digital Camcorder - Full HD - 16:9 - H.264, MP4 - USB - GPS - Chest Mount, Magnet Mount	N/A	N/A	1	\$33.050	33.05
45	Getac	OAX03U	Getac Video Solutions Inc. Body Worn Camera USB AC Adapter (US), Adapter ONLY	N/A	N/A	1	\$17.000	17.00

46	Getac	OTX11X	Getac Video Solutions Inc. Body Worn Camera Bluetooth Trigger Box (TB-02)		N/A			1	\$133,670	\$	133,67
47	Getac	GE-SVBDEXT2Y	Getac Video Solutions Inc. Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2 & 3		N/A	N/A		1	\$670,050	\$	670,05
48	Getac	GE-SVTGEXT4Y	Getac Video Solutions Inc. Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5		N/A	N/A		1	\$49,030	\$	49,03
49	Getac	OWC01M	Getac Video Solutions Inc. Getac Enterprise - Video License and Annual Maintenance (Per Client Device) - 1st Year		N/A	N/A		1	\$135,120	\$	135,12
50	Gamber	GJ-331LV02	Panasonic Toughbook CF-33 Trimline Laptop Docking Station DUAL RF with Lind 120W 12-32 Volt Input Car Adapter Hardware		N/A	N/A		1	\$1,115,870	\$	1,115,87
51	Federal	MPS62U-BA	Under Hatch Lights		N/A	N/A		2	\$77,270	\$	154,54
52	Federal	PI5PLTR-4	4-1 Splitter		N/A	N/A		1	\$29,170	\$	29,17
53	Federal	EXPMOD24	CH EXP Module		N/A	N/A		1	\$177,530	\$	177,53
54	Federal	PI5SYNC-1	Sync Module		N/A	N/A		1	\$170,560	\$	170,56
TOTAL POLICE UPFIT PACKAGE PRICE:											\$ 17,492,60

CITY OF HUNTSVILLE
 NEW PURSUIT RATED LIGHT DUTY VEHICLES - BID# 8-2024-15
 ADDITIONAL PRICING LISTED IN BID

Line #	Manufacturer	Part #	Description	Installation		Notes	QTY	Price Each	Extended Total
				Location					
1	NA	Professional Services	Installation of hardware listed. Includes shop supplies.			N/A	1	\$2,429.650	\$ 2,429.65
2	NA	TRANSPORT	Transportation of Vehicles from 1 Install Location to 1 Customer Location. Pricing is per vehicle.			N/A	1	\$265.960	\$ 265.96
								TOTAL	\$ 2,695.61



TRANSFORMING
PRODUCTS AND
SERVICES INTO
SOLUTIONS

We have prepared a quote for you

BID# 8-2024-15 /2023 FPIU

Quote # 006747
Version 1

Quote Prepared for:

Woody Anderson Ford

Richard Bean
rbean@woodyandersonford.com

Prepared by:

ProLogic ITS LLC

Lance Bullock
lance.bullock@prologicits.com

WWW.PROLOGICITS.COM

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
VALR51J-PF3L	51" Valor Light Bar, FS Join, Tri Color, Front Red/Blue/White with Take Down and Full Scene Capabilities, Rear Red/Blue/Amber/White with SignalMaster Capabilities Roof	\$2,078.65	50	\$103,932.50
HKB-FPIU20-HP	Strap Kit, 2020+ FPIU Roof	\$14.00	50	\$700.00
MPSW9X-BW	MicroPulse Wide Angle, Dual Color, Blue/White Undermirrors	\$105.68	100	\$10,568.00
MPSMW9-FPIU20MIR	Undermirror Mounting Kit, 2020+ FPIU Undermirrors	\$20.27	50	\$1,013.50
PF200	Pathfinder Siren/Light Controller Console	\$766.29	50	\$38,314.50
ES100C	DynaMax/ES100C Siren/Speaker Grille	\$135.00	50	\$6,750.00
ESBL-FPIU20	No Drill Grill Bracket, Mounts -1 ES100 Speaker and -2 MPS Series Light Heads Grille	\$14.00	50	\$700.00
MPS652-BW	MICROPULSE HOOD MNT DUAL	\$87.64	100	\$8,764.00
MPS62U-BW	MicroPulse Ultra, 62 Series, Dual Color, Blue/White Grille	\$77.27	100	\$7,727.00
416300X-BW	416300 Series Flush Mount LED, Blue/White Rear Bumper	\$52.27	100	\$5,227.00
COM3SRWC	Commander 3" Compartment Light, Red/White Rear Pass	\$46.97	100	\$4,697.00
RBKIT2	Dual Rumbler Woofer Kit N/A	\$293.17	50	\$14,658.50
RB-FPIU20	Rumbler Mounting Kit, 2020+ FPIU N/A	\$34.11	50	\$1,705.50
OBDCABLE6-2	OBD Interface Cable, 6 Foot, 2020+ FPIU N/A	\$95.51	50	\$4,775.50
7615	Automatic Timer Disconnect N/A	\$99.35	50	\$4,967.50

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
5028	Fuse Block N/A	\$24.53	100	\$2,453.00
GPC4713D-H	Tri-Lock, Single Cell Mounted, Dual Weapon Gun Rack for '20+ FPIU N/A	\$547.34	50	\$27,367.00
INV-ES-ORG-FB-PIU20	Electronic Storage, False Floor, Electronics Tray, PIU 2020+, Poly Coated N/A	\$331.35	50	\$16,567.50
INV-ES-FF-ET-PIU20	Electronic Storage, Accessory, Organizer, Dual Flare Box, PIU 2020+, Poly Coated N/A	\$746.94	50	\$37,347.00
INV-BOX-SD-382110-S	Box, Single Drawer, 38"W x 21"D x 10"H, Includes Electronic Slam Latch, Dual Paddle Latches, 500# Drawer Slides, Poly Coated N/A	\$1,073.26	50	\$53,663.00
INV-ES-FF-ET-BIRCH	Birch board for false floor	\$30.11	50	\$1,505.50
475-0767	Single Cell Prisoner Transport System for Ford PI Utility (2024+) N/A	\$1,577.21	50	\$78,860.50
HLN6861D	Motorola Radio Bracket N/A	\$45.74	50	\$2,287.00
HKN4191C	Motorola Rear Radio Power Ground N/A	\$23.48	50	\$1,174.00
HKN6188B	Motorola Front Radio, Power Ground and Speaker N/A	\$41.76	50	\$2,088.00
HKN6169B	Motorola 17FT Com Cable N/A	\$77.10	50	\$3,855.00
HSN4031B	Motorola Voice Radio Speaker N/A	\$51.65	50	\$2,582.50
HAF4013A	Motorola Ant 762-870 MHZ 3DB Stubby Thru Hole MU N/A	\$42.90	50	\$2,145.00
TSHHUNTSVILLE L-001	Custom Antenna Kit N/A	\$295.96	50	\$14,798.00

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
C-VS-0618-INUT	Ford Interceptor Utility Specific High Flat Console N/A	\$394.01	50	\$19,700.50
C-PM-124	Brother PocketJet Printer Mount for Ford Interceptor Utility N/A	\$161.87	50	\$8,093.50
CUP2-1001	Self-Adjusting Double Cup Holder N/A	\$42.03	50	\$2,101.50
C-ARM-103	Armrest for Top Mount, Console, Large Pad N/A	\$114.19	50	\$5,709.50
C-HDM-222	Internal Pole Mount for Ford Interceptor Utility Flat Console N/A	\$151.44	50	\$7,572.00
C-MD-112	Slide Out Locking Swing Arm with Motion Adapter N/A	\$228.97	50	\$11,448.50
PJ823-VK	Brother PocketJet PJ-823 Printer - Monochrome - Thermal Paper-A4/Legal - 300 x 300 dpi - Up To 8 ppm - USB 2.0	\$412.84	50	\$20,642.00
9787	FLEXboot Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, UTP, Pure Bare Copper Wire, 24AWG, 30ft, Black N/A	\$7.98	50	\$399.00
9815	FLEXboot Cat6 Ethernet Patch Cable - Snagless RJ45, Stranded, 550MHz, UTP, Pure Bare Copper Wire, 24AWG, 30ft, Red N/A	\$7.98	50	\$399.00
OIA04X	GETAC VIDEO SOLUTIONS INC.:Mounting Bracket (Visor) - ZeroDark Camera AND Display (CU-D50) - Interceptor	\$45.47	50	\$2,273.50
OA1XCEXGAXX1	GETAC VIDEO SOLUTIONS INC.:VR-X20 ICV - DVR (VR-X20-i7)- 8GB RAM + 256GB SSD + 2nd 256GB SSD + Battery Backup + WIFI + GPS + Crash Sensor , DVR mount ZeroDark FHD IP Camera CA-NF21-146 (WSMount) cable (25ft), ZeroDark FHD IP Camera CA-NF21-146IR (stf Mou	\$3,268.42	50	\$163,421.00
GE-SVDNEXT4Y	GETAC VIDEO SOLUTIONS INC.:DVR + Cameras + Display Extended Warranty - Years 2, 3, 4 & 5	\$692.80	50	\$34,640.00
OLX0BX	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera USB Extension Cable for VD-02, 12.5 ft	\$16.11	50	\$805.50
ORB24X	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-02) - Single Port Dock (VD-02), dock ONLY	\$39.03	50	\$1,951.50

Products

Manufacturer Part Number	Description	Price	Qty	Ext. Price
ORB39X	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-02), magnetic quick release charging USB cable	\$33.05	50	\$1,652.50
OAX03U	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera USB AC Adapter (US), Adapter ONLY	\$17.00	50	\$850.00
OTX11X	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera Bluetooth Trigger Box (TB-02)	\$133.67	50	\$6,683.50
GE-SVBDEXT2Y	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-02) - VD-02 Dock - Extended Warranty - Years 2 & 3	\$670.05	50	\$33,502.50
GE-SVTGEXT4Y	GETAC VIDEO SOLUTIONS INC.:Body Worn Camera (BC-02) - Bluetooth Trigger Box - Extended Warranty - Years 2, 3, 4 & 5	\$49.03	50	\$2,451.50
OWC01M	Getac Video Solutions Inc. Getac Enterprise - Video License and Annual Maintenance (Per Client Device) - 1st year	\$135.12	50	\$6,756.00
GJ-33TLVD2	Panasonic Toughbook 33 Laptop Docking Station DUAL RF with LIND Auto Power Adapter	\$1,115.87	50	\$55,793.50
MPS62U-BA	MicroPulse Ultra 6, blue/amber N/A	\$77.27	100	\$7,727.00
PFSPLTR-4	4-1 Splitter N/A	\$29.17	50	\$1,458.50
EXPMOD24	24-channel expansion module N/A	\$177.53	50	\$8,876.50
PFSYNC-1	Sync Module N/A	\$170.56	50	\$8,528.00
TRANSPORT	Transportation of Vehicles from 1 Install Location to 1 Customer Location	\$265.96	50	\$13,298.00

Subtotal: **\$887,928.00**

ProLogic Services

Manufacturer Part Number	Description	Price	Qty	Ext. Price
PROLOGICSVCS	<p>Installation includes the list of items mentioned herein. All other parts and or equipment not listed will be subject to additional installation fees.</p> <p>Includes shop supplies.</p> <p>Customer will be responsible for transporting vehicles to the installation facility unless otherwise noted. Let it be known, Installation Services will not be scheduled until all product arrives at the designated install facility.</p>	\$2,429.65	50	\$121,482.50

Subtotal: **\$121,482.50**

BID# 8-2024-15 /2023 FPIU

Prepared for:	Bill To:	Ship To:	Quote Information:
Woody Anderson Ford	Woody Anderson Ford	Woody Anderson Ford	Quote #: 006747
2500 Jordan Ln NW	Richard Bean	Richard Bean	Version: 1
Huntsville, AL 35816	2500 Jordan Ln NW	2500 Jordan Ln NW	Delivery Date: 11/20/2023
Richard Bean	Huntsville, AL 35816	Huntsville, AL 35816	Expiration Date: 11/22/2023
(256) 517-1257			
rbean@woodyandersonford.com			

Quote Summary

Description	Amount
Products	\$887,928.00
ProLogic Services	\$121,482.50

Total: **\$1,009,410.50**

Hardware will be invoiced upon receipt at ProLogic facility. Services will be invoiced at pickup

Payment Terms: Net 30 Days. After 30 days, unpaid balances are subject to a 1.5% handling fee per month (18% annual). Warranty covers manufacturer defects only, excluding battery defects, unless explicitly stated herein. Dual-signed Scope of Work will be required prior to placing initial order.

Prices and tax rates are valid in the U.S only and are subject to change. Taxes represented in quotes are estimates and may vary from taxes reflected on invoice (based on physical ship-to address).

Sales/Use tax is a destination charge (i.e., based on physical ship-to address on purchase order). Please indicate your taxability status on your PO. If you are tax exempt, please include proper documentation. If you are not tax exempt, please calculate and include all applicable tax on your PO. Hardware cancelations may be subject to up to a 50% restocking fee.

See Terms and Conditions at www.prologicits.com/terms-conditions/

Quotes are valid for 30 days only and are subject to change without notice due to the imposition of new trade tariffs

Woody Anderson Ford

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Woody Anderson Ford
- City of Huntsville current taxpayer identification number (if available): 63-0367773
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

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

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

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

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

Signature: Richard Bean Title (if applicable): Commercial Sales
 Type or legibly write name: Richard Bean Date: 10/24/2023



Alabama Secretary of State



Woody Anderson Ford	
Entity ID Number	000 - 001 - 080
Entity Type	Domestic Corporation
Principal Address	MADISON, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	02/18/1957
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET STE 605 MONTGOMERY, AL 36104
Nature of Business	OPERATE AUTO SALES AGENCY
Capital Authorized	\$20,000
Capital Paid In	\$20,000
Incorporators	
Incorporator Name	ANDERSON, C W
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	JONES, DONALD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GUTHRIE, THOMAS H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact	

Woody Anderson Ford

Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.

Report Year

[1987](#) [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	08/12/1966
Legal Name Changed From	Woody Anderson Motor Company, Inc.
Transaction Date	12/31/1987
Legal Name Merged	Woody Anderson Companies, Inc.
Transaction Date	12/30/1999
Miscellaneous Filing Entry	CANCELLATION OF SHARES
Transaction Date	06/09/2008
Principal Office Changed From	HUNTSVILLE, AL
Transaction Date	06/09/2008
Registered Agent Changed From	* Added
Transaction Date	11/30/2017
Agent Mailing Address Changed From	* Added
Transaction Date	11/30/2017
Registered Agent Changed From	NEWMAN, DEBBIE 9035 MADISON BLVD MADISON, AL 35758

Scanned Documents

Document Date / Type / Pages	12/31/1987 Merger 31 pgs.
Document Date / Type / Pages	12/30/1999 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	06/09/2008 Registered Agent Change 1 pg.
Document Date / Type / Pages	11/30/2017 Registered Agent Change 2 pgs.

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Woody Anderson Ford

Doing-Business-As Name of Proposer:

Principal Office Address:

2500 Jordan Lane NW Huntsville, AL 35816

Telephone Number: 256-517-1257

Fax Number: 256-517-1234

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

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): "S" Corporation

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 09/26/2008

Location of incorporation: Huntsville, AL

The corporation is held: Publicly Privately

Names and titles of corporate officers:

Cathleen O. Anderson-Stender: Owner/Dealer Principal

Robert White: General Manager/CEO

Donald Wessels: General Sales Manager/COO

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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

Richard Bean
Signature of Proposer

Richard Bean
Print or Type Name of Proposer

10/24/2023
Date

Woody Anderson Ford
Legal Name of Firm

2500 Jordan Lane NW
Mailing Address

Huntsville AL 35816
City State Zip Code

256-517-1257 256-517-1234
Phone Fax

rbean@woodyandersonford.com
Email Address

www.woodyandersonford.com
Website Address



Company ID Number: 502897



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 woody anderson ford (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



Company ID Number: 502897

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.



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Approved by:

Employer woody anderson ford	
Name (Please Type or Print) joe steelman	Title
Signature Electronically Signed	Date 02/10/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/10/2012



Company ID Number: 502897

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



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

AL 1



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

Name melissa brinkman
Phone Number 2565171323
Fax
Email mbrinkman@woodvanderford.com

Name Cindv Davis
Phone Number 2565171322
Fax 2565339747
Email cdavis@woodvanderford.com



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



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 12/06/23
FROM: Autumn McCord **DEPT:** Fleet Services
BID #: 13-2024-15 **COMMODITY/SERVICE:** Broom Sweeper

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cowin Equipment Company, Inc.


RECOMMENDATION: Please award the above bid to Cowin Equipment Company, Inc. as the lowest, responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Broce RCT350 Broom Sweeper	72,558.32	EACH	

INITIAL PURCHASE: \$72,558.32
FUNDING SOURCE: 3020-15-00000-520101-0000000
TERM OF CONTRACT: One Time
 One Year w/ Additional One Year Extensions as Allowable by State Law
 One Year
 Three Months
 Other (Explain)

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

Ricky Wilkinson Digitally signed by Ricky Wilkinson
Date: 2023.12.06 15:05:58-06'00' 12/06/2023
 Department Head Date

 Digitally signed by Tamara M
Yancy
Date: 2023.12.06 16:59:56 -06'00' 12.06.2023
 Procurement Manager Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of equipment 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.

It is the intent of these specifications to describe a Broce RCT350 Broom Sweeper (or equivalent) which the City considers, through its own experience, will best meet its needs. The City realizes that other units on the market may, through different design, meet the same desired level of serviceability and maintainability. Therefore, any bid will be evaluated and given consideration if, in the judgment of the City, the overall intent of these specifications is met. The Fleet Manager shall be the final judge in determining the acceptability of any exception taken to the specifications. The unit shall be in current production and printed literature covering the standard unit shall be submitted with the bid.

Omission in these specifications of any item essential to the delivery of operational equipment does not alleviate the bidder from furnishing such.

LINE REF #	DETAILED REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	BROCE RCT350 BROOM SWEEPER (or equivalent) TO INCLUDE THE FOLLOWING:		
1	Must have a certified rollover structure and canopy that complies with ISO3471.	✓	
2	Length: Maximum of 174 inches	✓	
3	Width: Maximum of 98 inches for transport inches (does not include additional width of mirrors)	✓	
4	Height: Maximum of 121 inches	✓	
5	Weight: Minimum of 5,500 lbs	✓	
6	Broom Location: Mid-mount	✓	
7	Turning Radius (Inside): Maximum of 13.5 feet	✓	
8	Transmission: Minimum of hydrostatic pump and motor coupled to a 2-speed gearbox with neutral shift for towing	✓	
9	Travel Speed: Maximum of 13mph in low gear and maximum of 34mph in high gear	✓	
10	Brush Drive: Direct drive motor enclosed in core, 192 rpm under load	✓	
11	Instrument cluster and controls to include the following: water temperature, oil pressure, voltmeter, tachometer, hour meter, fuel gauge, reverse alarm, rear view mirror, controls for boom drive, core angling, core height, electronic core lock, engine throttle, brakes, directional control, park brake with engage light, and traffic horn	✓	
12	Fuel Tank Capacity: Minimum of 27 gallons	✓	
13	Brakes: Minimum of 4-wheel self-adjusting hydraulic with mechanical parking brake and dual master cylinder with rear drum and front disc brakes	✓	
14	Hydraulic Capacity: Minimum of 26 gpm @ 2,400 rpm	✓	
15	Hydraulic System: Minimum operating pressure of 3,000 psi	✓	
16	Hydraulic Reservoir: Minimum 27 gallons with 100 mesh suction strainers	✓	

LINE REF #	DETAILED REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
17	Wheels: 6 x 16-6 bolt on 5.5" centers	✓	
18	Tires: LT225X75X16 load E-range	✓	
19	Air Filter: Dual element with precleaner	✓	
20	Hydraulic Filter: 10-micron replaceable element on suction & return	✓	
21	Core Cover: 140 degrees of steel construction with rock guard	✓	
22	Front Axle: Heavy duty oscillating with disc brakes	✓	
23	Rear Axle: Dana heavy duty truck type with drum brakes	✓	
24	Swing Frame: Mounted on 10 heavy duty sealed ball bearings	✓	
25	Engine: Cummins 2.8 L turbocharged diesel, 74hp tier 4 engine	✓	
26	Turbo II Pre-cleaner	✓	
27	150-gallon water sprinkling system with poly tank	✓	
28	Suspension seat	✓	
29	Light group to include turn signals, warning lights, headlights, and taillights	✓	
30	Strobe light	✓	
31	Enclosed cab with safety glass, dual access doors and wipers	✓	
32	Cab heater and defroster	✓	
33	Pressurized air conditioning	✓	
34	Windshield washer-front and rear	✓	
35	West coast mirrors	✓	
36	Vandalism locks	✓	
37	Sweeping angle: 45 degrees left or right	✓	
38	Main frame must have all welded 6" channel	✓	
39	Must have heavy structural steel with gussets at stress points	✓	
40	Sweeping width must be 96 inches	✓	
41	Filter: ^{2-10 - micron} 2-micron replaceable element (suction and return)	✓	
42	Steering: Orbital type power steering	✓	
43	Padded seat with arm rest and seat belts that comply with ISO 6683	✓	
44	Cross-link electrical wiring complies with SAE J-1128	✓	
45	Single lever joystick control for brush operation with adjustable down pressure and float position	✓	
46	Minimum 12-month warranty	✓	
47	Must come with any/all manuals	✓	

LINE REF #	DETAILED REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
48	Bidder must be an authorized dealer able to sell, service, and perform warranty work on any item sold to the City under this contract.	✓	
49	Equipment is to be delivered new, unused, and the current model year. Equipment is to be delivered ready for use and all fluids fully serviced. The submitted price shall include all equipment, materials, labor, and delivery.	✓	

**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, delivery, 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: Broom Sweeper AD 1 2024

BROCE RCT350 BROOM SWEEPER (or equivalent)

Make Broce

Model RCT350

Delivery Schedule 5 weeks ARO

Total Price Each \$ 72,558.32
(INCLUDES DELIVERY)

This Price Bid Form is hereby submitted by the undersigned:

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

Cowin Equipment Company Inc.

Printed legal name of Bidder

John Edwards
Signature

John Edwards Governmental Sales Manager
Printed name of individual/corporate officer/general partner/joint venturer AND Title

11-16-2023
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): Cowin Equipment Company Inc.
- City of Huntsville current taxpayer identification number (if available): _____
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

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

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, 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: John Edwards Title (if applicable): Governmental Sales Manager
 Type or legibly write name: John Edwards Date: 11-16-2023



Alabama Secretary of State



Cowin Equipment Company, Inc.	
Entity ID Number	000-005-026
Entity Type	Domestic Corporation
Principal Address	TARRANT, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Jefferson County
Formation Date	07/02/1940
Registered Agent Name	COWIN, JAMES P
Registered Office Street Address	2238 PINSON VALLEY PKY BIRMINGHAM, AL 35217
Registered Office Mailing Address	Not Provided
Nature of Business	SUPPLY MINES AND CONTRACTORS ETC
Capital Authorized	\$100,000
Capital Paid In	\$10,000
Incorporators	
Incorporator Name	SALMON, HERBERT S
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	COWIN, PERCY G
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SALMON, HERBERT S JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue.	

Cowin Equipment Company, Inc.

If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these 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	07/12/1946
Capital Amounts Changed From	\$10,000 Authorized \$10,000 Paid In
Transaction Date	04/07/1955
Legal Name Changed From	Mine and Contractors Supply Co., Inc.
Transaction Date	01/03/1963
Capital Amounts Changed From	\$30,000 Authorized \$10,000 Paid In
Transaction Date	04/03/1980
Legal Name Merged	Cowin Road Machinery, Inc.
Transaction Date	09/29/2000
Principal Office Changed From	BIRMINGHAM, AL
Transaction Date	09/29/2000
Registered Agent Changed From	* Added
Transaction Date	11/05/2008
Miscellaneous Filing Entry	AMENDED AND RESTATED ARTICLES OF INCORPORATION
Transaction Date	11/05/2008
Registered Agent Changed From	COWIN, JAMES P 2300 PINSON VALLEY PKY TARRANT, AL

Scanned Documents

Document Date / Type / Pages	04/03/1980 Merger 7 pgs.
Document Date / Type / Pages	09/29/2000 Registered Agent Change 1pg.
Document Date / Type / Pages	11/05/2008 Miscellaneous Entry 3 pgs.

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

Cowin Equipment Company Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

2238 Pinson Valley Parkway

Branch Office: 15101 Alabama Hwy 20

Birmingham Al. 35217

Madison Al. 35756

Telephone Number:

Birmingham: 205-841-6666

Madison: 256-350-0006

Fax Number:

205-849-0853

256-355-5250

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:

4/3/1980

Location of incorporation:

Birmingham Alabama

The corporation is held:

Publicly ___ Privately X

Names and titles of corporate officers:

Jamie Cowin President

James Chafin Treasurer

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

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

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

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

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



Signature of Proposer

John Edwards

Print or Type Name of Proposer

11-16-2023

Date

Cowin Equipment Company Inc.

Legal Name of Firm

Legal Name of Firm

15101 Alabama Hwy 20

Mailing Address

Madison AI 35756

City State Zip Code

256-350-0006 256-355-5250

Phone Fax

jedwards@cowin.com

Email Address

www.cowin.com

Website Address

Company ID Number: 505216

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

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

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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

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

Company ID Number: 505216

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

Employer Cowin Equipment Co Inc	
Tracy Womack	
Name (Please Type or Print)	Title
Electronically Signed	02/15/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	02/15/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Cowin Equipment Co Inc
Company Facility Address:	2238 Pinson Valley Parkway
	Birmingham, AL 35217
Company Alternate Address:	PO Box 10624
	Birmingham, AL 35202
County or Parish:	JEFFERSON
Employer Identification Number:	630141942



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 12/7/23
FROM: John Lang **DEPT:** General Services
BID #: 14-2023-14 **COMMODITY/SERVICE:** Carpet & Tile Products and Installation


AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Commercial Flooring Services, Inc.

RECOMMENDATION: The General Services Department recommends Commercial Flooring Services, Inc. for the Carpet and tile Products and Installation Bid.

DESCRIPTION	PRICE	UOM	COMMENT
See Bid Tab			

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

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

John Lang Digitally signed by John Lang
Date: 2023.12.07 09:51:33 -06'00'
Department Head Date
 Digitally signed by Tamara M Yancy
Date: 2023.12.07 12:09:46 -06'00' 12.07.2023
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 Carpet & Tile Products and Installation

Invitation for Bid #:	14-2023-14
Issue Date:	November 17, 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:	November 28, 2023 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	December 5, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power carrie.power@huntsvilleal.gov (256) 564-8060 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Carpet & Tile Products and Installation 2024

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 fixed price agreement including labor and 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		
5	The contractor must have extensive experience in the repair and installation of various flooring types including, but not necessarily limited to carpet, luxury vinyl planks, VCT, vinyl flooring, rubber cove base, floor patching & preparation, tile (ceramic, porcelain, etc.) and Protect-All.	X	
6	Bidders have five (5) years of experience in commercial flooring installation and possess all tools of the trade.	X	
	F. MATERIALS & PRODUCTS		
7	The contractor must comply with the materials and products listed on the attached pricing sheet (Appendix F) or an approved equal. All approved equals must be submitted and confirmed by the City of Huntsville in writing prior to the submission of the bids.	X	
	G. LABOR & INSTALLATION		
8	All labor shall be performed by mechanics skilled in their respective trades and the work shall be performed in the best and most workmanlike manner. The installer shall install according to the guidelines of the "Carpet and Rug Institute". The standard of the work throughout shall be first class. The City may require the successful bidder to dismiss from this project any employee or employees which the City deems unskilled, incompetent, careless, insubordinate, or otherwise objectionable.	X	
9	Installation of Carpet Using Tabs 1. Tabs must be utilized in the installation of carpet tiles unless the City requests otherwise. This tab method is to be used unless application is not suitable for tabs. The successful bidder will obtain approval for using a glue down method over tabs prior to installation. The successful bidder will furnish and install all fastening strips and carpet binders where required to install carpet in a workmanlike manner.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<ol style="list-style-type: none"> 2. All carpet tile should be laid monolithic unless specifically shown otherwise. 3. All tiles should be placed together without trapping face yarns between or under the edges of the tile. 4. Tabs shall be used in a sufficient quantity as per manufacturer's specification to ensure proper installation. 	X	
10	<p>Installation of Carpeting with Pad</p> <ol style="list-style-type: none"> 1. The successful bidder will furnish and install all fastening strips, carpet binders, cutting of selvages and sewing or taping of carpet edges, strips, thresholds and other accessories where required to properly install all carpet in a workmanlike manner. 2. Carpet, unless otherwise stated, shall run in the same direction and lay with the minimum number of seams. Where carpet meets tile or other hard surfaces, carpet shall be held in place by gripper bar. Carpet in hallways will be laid in one direction, in cases where the carpet on the roll ends in the hallway, no seams shall occur at doorways. All carpet seams shall be joined in a neat and sturdy manner. All seams and edges will be secured in a manner to prevent raveling. 3. The successful bidder will be required to relay any carpet that does not provide an attractive, wrinkle free appearance and will correct any condition, due to faulty installation, for a period one (1) year. The successful bidder is responsible for necessary removal and re-installation of base boards and installation of new rubber base cover molding where necessary. The successful bidder is responsible for special seam arrangement to avoid or minimize placing seams in a high traffic area and finish of edges at adjoining tile floors in a manner that will not result in a trip hazard. 	X	
11	<p>Installation of Carpet/ Tile – Glue Down Only</p> <ol style="list-style-type: none"> 1. The contractor will furnish and install carpet binders and other accessories where required to properly install carpet in a workmanlike manner. Prior to installing the carpet the floor must be swept clean and repaired where necessary by the successful bidder. 2. CARPET will be glued directly to concrete floor, using glue per manufacturer's recommendation. The glue used to adhere the carpet to the floor will be of sufficient quality and/or make-up to withstand cleaning by the steam cleaning process utilizing 180 degree water. Further, sufficient amounts of glue will be used around all seaming edges of the carpet to prevent the finished product from coming away from the floor at the seams or from parting at the seams, or raveling. Carpet, unless otherwise stated shall run in the same direction. Where carpet meets tile or other hard surfaces, carpet shall be held in place by a gripper bar. 3. Before the successful bidder begins to lay the carpet he will inspect the area to insure that there is a full understanding as to the requirement of the installation and that only a first rate job at cutting and laying this carpet will be accepted. All carpet shall be joined in a neat and sturdy manner. The successful bidder will be required to relay and/or replace any carpet that does not provide an attractive wrinkle free appearance and will correct any condition due to faulty installation. The successful bidder is responsible for necessary removal and reinstallation of base boards and installation of new rubber base cove molding where necessary. The successful bidder is responsible for special seam arrangement to avoid or minimize placing seams in a high traffic area and finish of edges at adjoining tile floors in a manner that will not result in a trip hazard. 4. TILE will be glued directly to concrete floor, using glue per manufacturer's recommendation. The glue used to adhere the tile to the floor will be of sufficient quality and/or make-up to withstand cleaning. Further, sufficient amounts of glue will be used around all edges of the tile to prevent the finished product from 	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>coming away from the floor. Where tile meets carpet, carpet shall be held in place by a gripper bar.</p> <p>5. Before the successful bidder begins to lay the tile he will inspect the area to insure that there is a full understanding as to the requirement of the installation and that only a first rate job will be accepted. All tile shall be joined in a neat and sturdy manner. The successful bidder will be required to relay and/or replace any tile that does not provide an attractive appearance and will correct any condition due to faulty installation. The successful bidder is responsible for necessary removal and reinstallation of base boards and installation of new rubber base cove molding where necessary. The successful bidder is responsible for adjoining tile floors with carpet flooring or other hard surface flooring to provide finish of edges in a manner that will not result in a trip hazard.</p>	X	
12	<p>Seaming</p> <p>1. The successful bidder will be responsible for contacting the General Services representative who will approve the seams for laying the carpet in order that he may know where the seams will be and how many there are.</p> <p>2. All seams to be tape seamed shall meet the guidelines of the "Carpet and Rug Institute. It must also be in accordance with the manufactures recommendations. Cross seams necessary due to length of rolls received shall be placed, in the cutting, to avoid occurrence at conspicuous locations, near doors or at pivot points. Length seams shall be trimmed and seamed in accordance with the Manufacturer's specifications.</p> <p>3. No seams shall occur at doorways and entries perpendicular to doors and entries.</p> <p>4. Seams occurring at doors parallel to doors shall be centered directly under the door.</p> <p>5. Thresholds will be replaced by successful bidder as deemed necessary by the City.</p>	X	
13	<p>Restretching</p> <p>1. It is the experience of the City that in a majority of the carpet installations, one or more are necessary. It is considered that the number of re-stretchings is due to some technical fault in manufacturing and/or defective workmanship in installation or inherent nature of materials involved. Due to the above opinions as to the cause requiring re-stretching, the City of Huntsville does not specify the exact number as required. It will be required that re-stretching as necessary shall be the successful bidder's responsibility. Included in this contract is the provision that the carpet contractor shall re-stretch the carpet, repair seams, joints and edges, if required. Once after the original installation is completed. The exact time for the work shall be left to the discretion of the City, but shall be within twelve (12) months after final approval of finished installation. A fourteen (14) day notice for this work shall be given by the City so that the contractor can make necessary arrangements for same.</p>	X	
14	<p>Clean Up</p> <p>1. Upon completion of this installation, the successful bidder shall remove all waste and excess materials, all tools and equipment and shall carefully and thoroughly vacuum clean the entire floor surface with an upright beater bar type vacuum cleaner to owner's satisfaction.</p>	X	
15	<p>Excess Materials</p> <p>1. All usable pieces of carpet not necessary to complete the work are to be left on the job site and placed in an orderly manner in such an area as designated by the Owner, if requested.</p>	X	
16	<p>Maintenance</p> <p>1. The carpet/tile manufacturer of the successful bidder shall submit to the City of Huntsville one (1) hard copy and one (1) digital copy of a complete manual of</p>	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>the manufacturer's recommended maintenance for the carpet that is being proposed.</p> <p>2. All carpet furnished shall be guaranteed not to wear more than 10% in five (5) years. Any carpet which is abrasively worn more than five (5) years will be replaced at the successful bidder's expense.</p>	X	
17	<p>Substitutions During the Contract</p> <p>1. The use (substitution) of carpet not shown on the successful bidder's original proposal must be specifically approved by the City of Huntsville. Any substitute material must meet or exceed original contract specifications. All requests for substitution must be submitted in writing to the City of Huntsville General Services and must be approved prior to the installation. All carpet requires the specific approval of a designated authorized City representative, who will verify adherence to specifications prior to acceptance.</p>	X	
18	<p>Sample Carpet to be Furnished by Contractor</p> <p>1. The successful bidder will be required to furnish sets of sample materials where applicable, for use by General Services and the using areas. The sample sets will include the specific carpet items by the contract and will be maintained by General Services.</p>	X	
19	<p>Removal of Vinyl Asbestos Tile</p> <p>1. No asbestos removal (tile, mastic, etc.) is to be performed under this contract. Notify General Service's personnel immediately if any material is found and is suspected of containing asbestos. Do not perform any removal.</p>	X	
20	<p>Installation Time</p> <p>1. Delivery and installation of items furnished against this contract will not exceed thirty (30) calendar days, unless specifically approved by the City. Approval must be in writing and is the successful bidder's responsibility to obtain.</p>	X	
21	<p>Inspection and Pricing of Individual Projects</p> <p>1. The Contractor must visit each project site before commencing work. The Contractor will be responsible for all measurements in order to arrive at a clear understanding of the conditions under which the installation is to be done so that they may fully understand the facilities, difficulties and restrictions affecting the execution of work. Prior to installation, the Contractor will submit all measurements (yardage) and a firm quotation based on contract prices, as well as the installation plan, to the General Services Director or his representative, for approval.</p>	X	
	H. RESPONSIBILITY OF THE CONTRACTOR		
22	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	
23	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	
24	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 tradesman will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
25	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
26	Provide competent workmen and supervision.	X	
27	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	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
28	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
29	The contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations.	X	
30	Warranty all flooring repairs for one (1) year. All new flooring installations shall be warranted according to the manufacturer's standard terms.	X	
	I. BACKGROUND CHECKS		
31	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	
	J. OSHA & LOCK OUT TAG OUT		
32	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	K. ADDITIONAL VENDOR REQUIREMENTS		
	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.		
33		X	
34	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	
35	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	
	L. REPAIR STATUS, WHEN A DELAY		
36	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	
37	In the event, Contractor must leave site to purchase parts for 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 job site for completion of project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
	M. EXECUTION OF WORK		
38	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	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	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	
39	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	N. RESPONSE TIME		
40	All work shall be started within twenty-four (24) hours for emergencies and thirty (30) days 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	
41	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	
	O. INSPECTION AND ACCEPTANCE		
42	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	
	P. CALL BACK SERVICES		
43	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 twenty-four (24) hours of notification for emergencies and seventy-two (72) hours for non-emergencies unless further delay is authorized.	X	
	Q. ALLOWANCE OF IN-HOUSE WORK		
44	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	
	R. MATERIALS & EQUIPMENT		
45	All carpet & tile materials to be used on each job must be approved by General Services Representative.	X	
46	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. Any materials/products not listed on the pricing sheet (Appendix F), all equipment rental and any subcontractor required to complete the 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	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
47	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	S. SUMMARY REPORT		
48	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	
	T. INVOICING		
49	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	
50	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Accounts Payable Division accountspayable@huntsvilleal.gov Please also send invoices to: City of Huntsville General Services Department Attn: Peggy Smith P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5660 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	
51	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	U. LABOR CHARGES		
52	The City does not pay overtime or holiday pay.	X	
53	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	V. TRAVEL TIME		
54	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	W. HOUR ROUNDING		
55	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	X. EXCESS PROJECT AMOUNT		
56	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	
	Y. FAILURE FORM		
57	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	
58	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	
	Z. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
59	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	
	AA. TERMINATION FOR DEFAULT		
60	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	
	BB. TERMINATION FOR CAUSE OR CONVENIENCE		
61	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	
62	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	
	CC. 24 HOUR CONTACT		
63	Provide 3 contact names listing each 24-hour phone numbers.	X	
64	Contact #1: Name: ROBERT OLAN Phone Number(s): 256-933-8275	X	
65	Contact #2: Name: MELISSA CLECKLER Phone Number(s): 256-722-9302	X	
66	Contact #3: Name: GEORGE R. SEXTON Phone Number(s): 256-656-2252	X	
	DD. REFERENCES		
67	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	X	
68	Company Name: MADISON COUNTY COMMISSION Contact Name: BRIAN ALVEY Address: 100 NORTHSIDE SQUARE, HUNTSVILLE, ALABAMA 35801 Phone Number: OFFICE 256-532-3657 CELL 256-932-1198	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	E-mail Address: BALVEY@MADISONCOUNTYAL.GOV	X	
69	Company Name: CITY OF HUNTSVILLE ALABAMA Contact Name: CHRIS POSEY Address: 615 WASHINGTON STREET, HUNTSVILLE, ALABAMA 35801 Phone Number: OFFICE 256-427-7200 CELL 256-924-5534 E-mail Address: CHRIS.POSEY@HUNTSVILLEAL.GOV	X	
70	Company Name: CRESTWOOD MEDICAL CENTER Contact Name: HORACE DOVER Address: ONE HOSPITAL DRIVE, HUNTSVILLE, ALABAMA 35801 Phone Number: OFFICE 256-429-5508 E-mail Address: HORACE.DOVER@CRESTWOODMEDICALCENTER.COM	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: _____



PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
Mohawk Lees Mind Over Matter Collection – Both modular and broadloom or equal (Must have Duracolor or equal)						
Brain Power Modular or equal	SF	\$ 3.79	\$ 0.45	\$	100	\$
Brain Power Broadloom or equal	SF	\$ 3.79	\$ 0.50	\$	100	\$
J&J Invision Collection or equal						
Esteem Broadloom or equal	SF	\$ 1.79	\$ 0.50	\$	100	\$
Merit Broadloom or equal	SF	\$ 1.79	\$ 0.50	\$	100	\$
Madras Modular or equal	SF	\$ 2.00	\$ 0.45	\$	100	\$
Oxford Modular or equal	SF	\$ 2.00	\$ 0.45	\$	100	\$
J&J Kinetex Collection High Performance Textile Composite Modular or equal						
Accelerate Modular or equal	SF	\$ 3.00	\$ 0.45	\$	100	\$
Boom Modular or equal	SF	\$ 3.27	\$ 0.45	\$	100	\$
Flash Modular or equal	SF	\$ 3.27	\$ 0.45	\$	100	\$
Pop Modular or equal	SF	\$ 3.00	\$ 0.45	\$	100	\$
Propel Modular or equal	SF	\$ 3.03	\$ 0.45	\$	100	\$
Velocity Modular or equal	SF	\$ 3.27	\$ 0.45	\$	100	\$
Umbra Modular or equal	SF	\$ 3.27	\$ 0.45	\$	100	\$
Milliken Nordic Stories Collection Carpet Tile -or equal						
Hidden Plains Modular or equal	SF	\$ 2.74	\$ 0.45	\$	100	\$

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
Isograd Modular or equal	SF	\$ 2.74	\$ 0.45	\$	100	\$
Techtonic Modular or equal	SF	\$ 2.74	\$ 0.45	\$	100	\$
Bentley Carpet Tile -or equal						
Coin OP Hard Back Modular or equal	SF	\$ 2.12	\$ 0.45	\$	100	\$
Coin OP Cushion Back Modular or equal	SF	\$ 3.19	\$ 0.45	\$	100	\$
End Game Hard Back Modular or equal	SF	\$ 4.09	\$ 0.45	\$	100	\$
End Game Cushion Back Modular or equal	SF	\$ 4.52	\$ 0.45	\$	100	\$
High Score Hard Back Modular or equal	SF	\$ 2.12	\$ 0.45	\$	100	\$
High Score Cushion Back Modular or equal	SF	\$ 3.19	\$ 0.45	\$	100	\$
Multi Play Hard Back Modular or equal	SF	\$ 2.12	\$ 0.45	\$	100	\$
Multi Play Cushion Back Modular or equal	SF	\$ 3.19	\$ 0.45	\$	100	\$
Bentley Broadloom Carpet -or equal	SF	\$ 4.00	\$ 0.50	\$	100	\$
Coin OP Broadloom or equal	SF	\$ 2.22	\$ 0.50	\$	100	\$
End Game Broadloom or equal	SF	\$ 2.22	\$ 0.50	\$	100	\$
High Score Broadloom or equal	SF	\$ 2.22	\$ 0.50	\$	100	\$
Multi Play Broadloom or equal	SF	\$ 3.33	\$ 0.50	\$	100	\$
Interface Carpet Tile- or equal						
The Standard Modular or equal	SF	\$ 3.47	\$ 0.45	\$	100	\$
Walk Off Carpet Tile- or equal						
Interface Step Repeat Collection Walk Off Modular Carpet SR699,SR799,SR899 & SR999 or equal	SF	\$ 5.89	\$ 0.45	\$	200	\$
Adhesives /Sundries						
Mohawk Enpress PSA Modular Carpet Adhesive 4 Gallon or equal	EA	\$ 195.00		\$	5	\$
Milliken Modular Carpet Adhesive 4 Gallon or equal	EA	\$ 172.80		\$	5	\$
Milliken Broadloom Carpet Adhesive 4 Gallon or equal	EA	\$ 125.00		\$	5	\$
Interface Modular Carpet Tabs (per roll) or equal	EA	\$ 137.20		\$	5	\$
ECO 711 VCT Adhesive or equal	EA	\$ 68.87		\$	5	\$
J&J Kinetex Modular Carpet Adhesive 4 Gallon or equal	EA	\$ 140.50		\$	5	\$
J&J Premium LVT Adhesive 4 Gallon or equal	EA	\$ 227.50		\$	5	\$
Mohawk Modular Carpet FlexLok Tabs(per roll) or equal	EA	\$ 137.20		\$	10	\$
Mannington Modular Carpet Frelok Tabs(per roll) or equal	EA	\$ 137.20		\$	10	\$
J&J Modular Carpet Tabs (per roll) or equal	EA	\$ 137.50		\$	10	\$
Apac-530 VCT Adhesive 4 Gallon or equal	EA	\$ 85.00	\$ N/A	\$	5	\$

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
J&J Nexus Modular Carpet Adhesive 4 Gallon or equal	EA	\$ 145.00	\$ N/A	\$	5	\$
APAC 521 - Felt-Backed Vinyl Sheet Goods Adhesive 4 Gallon or equal	EA	\$ 289.53	\$ N/A	\$	5	\$
Mohawk Carpet Tile – or equal						
Iconic Earth 1'x 3' or equal	SF	\$ 2.85	\$ 0.45	\$	500	\$
Iconic Earth 2'x 2' or equal	SF	\$ 2.85	\$ 0.45	\$	500	\$
Mannington Carpet Tile – or equal						
Good Form II or equal	SF	\$ 2.85	\$ 0.45	\$	500	\$
Elemental Spectrum II or equal	SF	\$ 2.85	\$ 0.45	\$	500	\$
Urban Grid Collection - Mesh or equal	SF	\$ 2.56	\$ 0.45	\$	100	\$
Urban Grid Collection - Scaffold or equal	SF	\$ 2.56	\$ 0.45	\$	100	\$
Urban Grid Collection - Innuendo II or equal	SF	\$ 3.53	\$ 0.45	\$	100	\$
Palma II Collection –Oro or equal	SF	\$ 2.99	\$ 0.45	\$	100	\$
Palma II Collection –Estio or equal	SF	\$ 2.99	\$ 0.45	\$	100	\$
Palma II Collection –Scena or equal	SF	\$ 2.99	\$ 0.45	\$	100	\$
Palma II Collection – Portela or equal	SF	\$ 2.99	\$ 0.45	\$	100	\$
Divergent Collection – Ebb or equal	SF	\$ 3.53	\$ 0.45	\$	100	\$
Divergent Collection – Current or equal	SF	\$ 3.53	\$ 0.45	\$	100	\$
Divergent Collection – Flow or equal	SF	\$ 3.53	\$ 0.45	\$	100	\$
Blue Print or equal	SF	\$ 2.41	\$ 0.45	\$	100	\$
Luxury Vinyl Planks (LVT) –Needs to be glued down – or equal						
Mohawk Select Step LVT Wood or Stone or equal	SF	\$ 2.80	\$ 0.92	\$	200	\$
Milliken 28 mil LVT Wood, Stone or equal	SF	\$ 2.45	\$ 0.92	\$	100	\$
Milliken 28 mil free lay LVT	SF	\$ 3.76	\$ 1.04	\$	100	\$
J&J Classics LVT Wood or equal	SF	\$ 4.06	\$ 0.92	\$	100	\$
Mannington Spacia 20 mil LVT Wood or Stone or equal	SF	\$ 3.11	\$ 0.92	\$	100	\$
VCT – Armstrong Imperial Texture– or equal						
Remove Existing LVT, VCT or Vinyl	SF		\$ 0.75	\$	1	
Armstrong Imperial Texture VCT or equal	SF	\$ 1.68	\$ 0.75	\$	500	\$
Sheet Vinyl –or equal						
Mannington Magna Sheet Goods or equal	SF	\$ 5.90	\$ 11.00	\$	100	\$
Patching Compounds						
Ardex Feather Finish (per 10 lb. bag) Or equal	EA	\$ 25.00	\$ 40.00	\$	1	\$
Ardex K-15 (per 55 lb. bag) or equal	EA	\$ 75.90	\$ 50.00	\$	1	\$
Cove Base Johnsonite or equal (Must be rubber base – No Vinyl)						

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
Johnsonite 4" Wall	LF	\$ 1.00	\$ 0.60	\$	200	\$
Johnsonite 6" Wall	LF	\$ 1.45	\$ 0.70	\$	100	\$
Apac 750 Cove Base Adhesive	TB	\$ 7.15		\$	1	\$
American Olean Ceramic Tile – or equal						
American Olean Storm Gray Speckled 2" Mosaic	SF	\$ 4.93	\$ 5.00	\$	100	\$
American Olean Bimini Blue Speckled 2" mosaic	SF	\$ 4.93	\$ 5.00	\$	100	\$
American Olean Salt & Pepper 2" mosaic	SF	\$ 4.93	\$ 5.00	\$	100	\$
American Olean Black 2" mosaic	SF	\$ 4.93	\$ 5.00	\$	100	\$
American Olean Sapphire Sky Speckled 2" mosaic	SF	\$ 4.93	\$ 5.00	\$	100	\$
American Olean Porcelain Tile Concrete Chic 12"x12"	SF	\$ 2.45	\$ 5.00	\$	50	\$
American Olean Porcelain Tile Concrete Chic 12"x24"	SF	\$ 2.45	\$ 5.00	\$	50	\$
American Olean Porcelain Tile Concrete Chic 6"x12" Wall Base	EA	\$ 8.35	\$ 2.50	\$	10	\$
American Olean Ceramic Wall Tile 4"x4"	SF	\$ 2.49	\$ 6.00	\$	75	\$
American Olean Ceramic Cove Base 4"x4"	EA	\$ 1.46	\$ 2.50	\$	25	\$
American Olean Ceramic Cove Base Outside Corner 4"x4"	EA	\$ 2.23	\$ 2.50	\$	40	\$
Ultraflex Thin Set or Equal	EA	\$ 22.75	\$ N/A	\$	1	\$
American Olean Ceramic Bullnose 4"x4"	EA	\$ 2.49	\$ 5.00	\$	40	\$
American Olean Ceramic Bullnose Outside Corner 4"x4"	EA	\$ 2.49	\$ 5.00	\$	10	\$
Laticrete Wall Tile Mastic 3 ½ Gallon	EA	\$ 49.18	\$ 0.50	\$	5	\$
Laticrete Un-sanded Grout 25 lb	EA	\$ 31.99	\$ N/A	\$	10	\$
Laticrete Wall Tile Primer 2 ½ Gallon	EA	\$ 81.51	\$ 0.50	\$	5	\$
Florida Tile-Ceramic Tile - or equal						
Streamline 4x16	SF	\$ 4.29	\$ 5.00	\$	50	\$
Streamline 3x6	SF	\$ 3.47	\$ 5.00	\$	50	\$
Daltile – Ceramic Tile – or equal						
6" x 6" Ceramic Wall Tile	SF	\$ 2.99	\$ 5.00	\$	100	\$
6" x 6" Bullnose #S-4669	PC	\$ 1.99	\$ 5.00	\$	75	\$
Daltile 12x12, 12x24, 24x24	SF	\$ 10.99	\$ 5.00	\$	15	\$

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
6" x 6" Cove Base #A-3601	PC	\$ 2.39	\$ 2.50	\$	50	\$
Rubber Treads						
54" Rubber Raised Tread/Riser Visually Impaired	LF	\$ 21.25	\$ 26.00	\$	5	\$
Flexco Stair Treads & Matching Risers Heavy Duty Radial #550	EA	\$ 16.96	\$ 26.00	\$	10	\$
Flexco Stair Tread Adhesive #1100 (4 Gal)	EA	\$ 160.55		\$	2	\$
Flexco Stair Nose Filler Adhesive #5100C (30 oz. tube)	EA	\$ 47.28		\$	5	\$
Protect-All – or equal						
1/4" Thick Standard Finish – Brown	SF	\$ 5.75	\$ 3.25	\$	200	\$
1/4" Thick Standard Finish – Dark Gray	SF	\$ 4.59	\$ 3.25	\$	200	\$
1/4" Thick Standard Finish – Light Gray	SF	\$ 4.59	\$ 3.25	\$	200	\$
Protect-All 139 Adhesive (6 Hr. Cure Time)	EA	\$ 154.34		\$	5	\$
Stainless Steel Transitional Strip	LF	\$ 33.91	\$ 26.00	\$	10	\$
Rapid Weld (1 Tube/1 Nozzle – 80 LF/Tube)	EA	\$ 127.40		\$	5	\$
Cold Weld Seams (Per Foot)	LF		\$ 2.50	\$	30	\$
865045 Rapid Seam Tape (180 LF/Roll)	EA	\$ 60.00		\$	5	\$
Demolition & Miscellaneous						
Tile Removal	SF		\$ 5.00	\$	100	\$
Tile Installation (Includes sealing grout)	SF		\$ 5.00	\$	100	\$
Floor Preparation Cost NEW Floor	SF	\$ N/A	\$ 0.50	\$	100	\$
Floor Preparation Cost OLD Floor	SF	\$ N/A	\$ 0.75	\$	100	\$
Transition Strips	LF	\$ 2.00	\$ 1.00	\$	20	\$
Existing Carpet Removal	SF		\$ 0.50	\$	200	\$
Furniture Removal & Installation Light	SF		\$ 0.45	\$	150	\$
Furniture Removal & Installation Medium	SF		\$ 0.75	\$	1	\$
Furniture Removal & Installation Heavy	SF		\$ 1.25	\$	1	\$
Rubber Cove Base Removal	LF		\$ 0.25	\$	100	\$
Tile Base Installation	LF		\$ 5.00	\$	100	\$
Tile Base Removal	LF		\$ 5.00	\$	100	\$
Minimum Trip Charge	EA		\$ 400.00	\$	1	\$

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
30 Yard Dumpster	EA		\$ 600.00	\$	1	\$
Thin Set	EA	\$ 22.00		\$	1	\$
Stair Tread Removal	LF		\$ 1.25	\$	5	\$
Eclectic 6100 Clear Sealant for Around Drains and Bonding Trim Metals	EA	\$ 162.00	\$ 1.00	\$	1	\$
Metal Trim Installation	LF	\$ 2.05	\$ 2.00	\$	20	\$
Install Stainless Drain Cover	EA	\$ 88.88	\$ 39.00	\$	4	\$
Stainless Steel Screws & Anchors (Per 10 Pack)	EA	\$ 53.63	\$ 20.00	\$	5	\$
#8 1-1/4" Pan Head Screws (Per 5-LB Box)	EA	\$ 48.26	\$ 20.00	\$	5	\$
Backer Board (3' x 5')	EA	\$ 21.99	\$ 20.00	\$	10	\$
Expoxy and Concrete Overlays						
Hermetic Quartz Epoxy – double broadcast	SF	\$ 3.96	\$ 5.00	\$	300	\$
Hermetic Flake Epoxy	SF	\$ 2.85	\$ 5.00	\$	300	\$
Hermetic Paramount Slurry Epoxy	SF	\$ 4.50	\$ 5.00	\$	300	\$
Hermetic Paramount HD Epoxy Mortar	SF	\$ 4.75	\$ 5.00	\$	300	\$
Hermetic Neat Epoxy	SF	\$ 1.70	\$ 4.75	\$	300	\$
Hermetic Stout Epoxy	SF	\$ 2.12	\$ 4.75	\$	300	\$
Stamped Overlay	SF	\$ 3.15	\$ 8.00	\$	200	\$
Micro-Finish Overlay	SF	\$ 1.88	\$ 7.00	\$	200	\$
Reflector Epoxy	SF	\$ 3.35	\$ 7.00	\$	300	\$
Epoxy & Overlay Custom, Designs and Patterns	SF	\$ 4.00	\$ 7.00	\$	200	\$
Slate Trowel Texture Overlay	SF	\$ 1.75	\$ 6.00	\$	200	\$
Standard Broom Finish Overlay	SF	\$ 1.75	\$ 6.00	\$	200	\$
Epoxy and Overlay Sealers, H&C or equal	SF	\$ 0.75	\$ 1.00	\$	200	\$
Standard Epoxy and Overlay Prep / Grinding	SF	\$ 2.50	\$4.00	\$	200	\$
Concrete Polishing 60-75 gloss meter rating	SF	\$ N/A	7.00	\$	200	\$
Coating Removal	SF	\$ N/A	\$3.25	\$	200	\$
Concrete Polishing 75-95 gloss meter rating	SF	\$ N/A	9.00	\$	200	\$
Nights and Weekends Labor	SF	\$ N/A	0.27	\$	1	\$

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
Vapor Barrier	SF	\$ 0.25	\$ 0.25	\$	300	\$
GrassTex Range Turf	SF	\$ 6.75	\$ 2.50	\$	180	\$
GrassTex Putting Turf	SF	\$ 4.75	\$ 2.50	\$	180	\$
GrassTex Standard Turf	SF	\$ 4.75	\$ 2.50	\$	180	\$
Turf Envirofill	EA	\$ 39.00	\$ 26.00	\$	50	\$
Outdoor Adhesive, Turf Claw	EA	\$ 455.00	\$ N/A	\$	1	\$
ESD VCT with Copper Strip	EA	\$ 8.93	\$ 1.25	\$	45	\$
Gerflor Attraction Tile 25" x 25"	SF	\$ 5.82	\$ 1.25	\$	4	\$
Gerflex Adhesive	EA	\$ 219.23		\$	1	\$
Attraction Transitions	LF	\$ 1.00	\$ 0.75	\$	12	\$
Duro Designs Ultra Cork Flooring, Includes adhesive and sealer 12"x24"x8mm	SF	\$ 8.15	\$ 3.25	\$	400	\$
Teragren Essence Wood	SF	\$ 8.05	\$ 5.00	\$	23	\$
Bamboo Transitions and Nosings	LF	\$ 12.50	\$ 1.25	\$	6	\$
Teragren Synergy Wide Bamboo	SF	\$ 8.05	\$ 5.00	\$	24	\$
Teragren Wright Bamboo	SF	\$ 8.05	\$ 5.00	\$	24	\$
Teragren Craftsman II Traditional Bamboo	SF	\$ 6.75	\$ 5.00	\$	24	\$
Teragren Engineered Studio Wood	SF	\$ 7.75	\$ 5.00	\$	24	\$
Teragren Neo Tera, Portfolio, MPL and Signature Natural Wood or equal	SF	\$ 6.49	\$ 5.00	\$	24	\$
Urethane Wood Adhesive	EA	\$ 119.58		\$	1	\$
Spartan, Encore Wood Flooring	SF	\$ 4.49	\$ 2.00	\$	100	\$
Rubber Flooring Adhesive	EA	\$ 320.86	\$	\$	1	\$
Schlutter Trims	EA	\$ 25.00		\$	8	\$
SHP Floor Primer	EA	\$ 189.44	\$	\$	1	\$
Wood or Cork Sanding Prep	SF	\$ 0.50	\$ 1.00	\$	400	\$
Gerflor Standard Sheet Vinyl	SF	\$ 4.49	\$ 11.00	\$	9	\$
Gerflor GTI ESD Tiles	SF	\$ 10.66	\$ 1.25	\$	4	\$
ESD Copper Strip	LF	\$ 29.86	\$	\$	50	\$

PRODUCT	Unit Price	Material Price	Installation Price	Evaluation Purposes Only		
				Subtotal	Quantity	Total
ESD Adhesive	EA	\$ 275.00		\$	1	\$
Wood or Cork Flooring Sealer	EA	\$ 170.30	\$ 1.00	\$	200	\$
				SUBTOTAL	\$	

ALL WORK MUST BE APPROVED THRU THE GENERAL SERVICES DEPARTMENT

This Price Bid Form is hereby submitted by the undersigned: I affirm that I understand and agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Robert Olan

George R Sexton

Printed legal name of Bidder

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



12/5/2023

Signature

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): COMMERCIAL FLOORING SERVICES, INC.
- City of Huntsville current taxpayer identification number (if available): 5338
(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.)

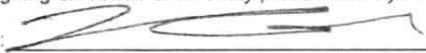
B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

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: 175-888 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): VP OF OPERATIONS

Type or legibly write name: ROBERT OLAN Date: 12/01/2023



Alabama Secretary of State



Commercial Flooring Services, Inc.	
Entity ID Number	000-175-888
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	11/30/1995
Registered Agent Name	SEXTON, GEORGE R
Registered Office Street Address	235 WEST PARK LOOP STE A HUNTSVILLE, AL 35806
Registered Office Mailing Address	Not Provided
Nature of Business	PROVIDING SERVICES TO FLOOR COVERINGS/RELATED SERVICES
Capital Authorized	\$1,000
Capital Paid In	----
Incorporators	
Incorporator Name	SEXTON, GEORGE R
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue.</p> <p>If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1996 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	05/01/2006

Commercial Flooring Services, Inc.	
Registered Agent Changed From	SEXTON, GEORGE R 650 PRATT AVE HUNTSVILLE, AL 35801
Scanned Documents	
Document Date / Type / Pages	<u>11/30/1995</u> <u>Certificate of Formation</u> <u>6</u> pgs.
Document Date / Type / Pages	<u>05/01/2006</u> <u>Registered Agent</u> <u>Change</u> <u>1</u> pg.

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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):

COMMERCIAL FLOORING SERVICES, INC.

Doing-Business-As Name of Proposer:

Principal Office Address:

2220 MERIDIAN STREET NORTH

HUNTSVILLE, ALABAMA 35811

Telephone Number:

256-722-9302

Fax Number:

N/A

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:

12/01/1995

Location of incorporation:

ALABAMA

The corporation is held:

Publicly Privately

Names and titles of corporate officers:

GEORGE R. SEXTON - PRESIDENT

MELISSA CLECKLER - OFFICE ADMINISTRATOR

ROBERT OLAN - VP OF OPERATIONS

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS

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

ROBERT OLAN

Print or Type Name of Proposer

12/01/2023

Date

COMMERCIAL FLOORING SERVICES, INC.

Legal Name of Firm

2220 MERIDIAN STREET NORTH

Mailing Address

HUNTSVILLE AL 35811

City State Zip Code

256-933-8275

Phone

N/A

Fax

ROBERT@COMMERCIALFLOORINGSERVICES.COM

Email Address

WWW.COMMERCIALFLOORINGSERVICES.COM

Website Address



Company ID Number: 546277

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 Commercial Flooring Services, 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.



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Approved by:

Employer Commercial Flooring Services, Inc.	
Name (Please Type or Print) Betheny A Piraino	Title
Signature Electronically Signed	Date 04/19/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2012



Company ID Number: 546277

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Commercial Flooring Services, Inc.
Company Facility Address	2220 Meridian Street N Huntsville, AL 35811
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	631160185
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



Company ID Number: 546277



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: 546277

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

Name	Allison P Conn
Phone Number	2567229302
Fax	2567229706
Email	allison@commercialflooringservices.com



Company ID Number: 546277



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

My Company Account

My Company Profile

Company Information

Company Name

Commercial Flooring Services, Inc.

Doing Business As (DBA) Name

Company ID

546277

Enrollment Date

Apr 18, 2012

Employer Identification Number (EIN)

631160185

Unique Entity Identifier (UEI)

DUNS Number

946779626

Total Number of Employees

5 to 9

NAICS Code

238

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Company Addresses

Physical Address

2220 Meridian Street N
Huntsville, AL 35811

Mailing Address

Same as Physical Address

Edit Company Addresses

Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

Number of Sites

1

Edit Hiring Sites

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)





HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement **DATE:** 12/4/2023
FROM: Sharon Webster **DEPT:** Community Development
BID #: 11-2024-70 **COMMODITY/SERVICE:** Job Order Contracting for Com. Dev.

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND James Monaghan dba Monaghan Construction

RECOMMENDATION: Monaghan Construction met all of the bid requirements.

DESCRIPTION	PRICE	UOM	COMMENT
Contractor's Coefficient Multiplier	.88		Job Order Contracting

INITIAL PURCHASE: 60000.00
FUNDING SOURCE: 2100-70-70300-523000-0000000
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.

Scott Erwin Digitally signed by Scott Erwin
Date: 2023.12.04 10:59:46 -06'00'

Department Head

Date

Digitally signed by Tamara M
Yancy
Date: 2023.12.04 11:42:00 -06'00'

12.04.23

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	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.	✓	
2.	The City will request the services at various owner-occupied residential units. This work will be at any number of locations.	✓	
	B. LAW AND REGULATIONS		
3.	The contractor shall perform in accordance with all applicable state, local and federal regulations, and legal requirements in his performance of the contract.	✓	
	C. LICENSES, APPROVALS, PERMITS, ETC.		
4.	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.	✓	
	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 services, without exception, for the proper execution and completion of the contract.	✓	
	E. CONTRACTOR REQUIREMENTS		
6.	Bidders have ten years of experience in General Contracting Services and possess all tools of the trade.	✓	
	F. RESPONSIBILITY OF THE CONTRACTOR		
7.	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 \$24,000 or more per job shall not be authorized under this contract.	✓	
8.	A purchase order will be issued based upon the estimate. Contractor will be issued a notice to proceed. No work shall be performed without a purchase order and a notice to proceed from the Community Development Department.	✓	
9.	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 the minimum number of workers to complete the job in a timely manner will be allowable on projects unless approved by the Community Development Representative. Under no circumstances shall any invoice exceed the original estimate without an approved change order.	✓	
10.	The contractor is responsible for familiarizing himself with local conditions, nature, and extent of work, and to carefully examine the specifications.	✓	
11.	The contractor must provide competent workmen and supervision.	✓	
12.	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.	✓	
13.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
14.	The contractor shall be responsible for meeting all requirements agreed to in the response to this IFB. Further, the City will consider the contractor to be the sole point of contact with regards to contractual matters, including the performance of services and the payment of any and all charges resulting from contractual obligations. Upon contract award, the contractor shall be directly responsible for all the subcontractors, if any.	✓	
15.	The contractor will be responsible for pre-qualifying their subcontractors. All subcontractors shall have proper licenses and proof of workers compensation for its employees. The prime contractor will not be responsible for the City's In-House employees or its bid contractors. The City of Huntsville reserves the right to bid for a project that exceeds \$24,000.00 in case the City feels the contractor's estimates are not in line with the scope of work.	✓	
16.	R.S. Means will be the unit pricing book for this contract using the R.S. Means right hand column ("Total Inc. O & P") and the most recent edition including any quarterly updates provided. Contractor, at their expense, must make available copies of the UPB available to the City upon request. While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the City and listed as a separate line item with an attachment giving an explanation as to the special need. Items that cannot be found in the UPB will be listed as "non-pre-priced". The contractor will provide three prices to establish the average base cost for each item and add in the overhead and profit (OH/P) based upon the contractor's coefficient. The line item will then be negotiated with the City as an approved item. The item will then be added to the UPB for future reference. Other price books that should be referenced for non-priced items not included in the R.S. Means Facilities Construction Cost Data book are the latest additions of: R.S. Means Concrete & Masonry Cost Data R.S. Means Electrical Cost Data R.S. Means Mechanical Cost Data R.S. Means Plumbing Cost Data R.S. Means Maintenance & Repair Book	✓	
17.	Contractor must provide a price estimate for each job based on this contract, at no additional cost to the City.	✓	
18.	The contractor shall use the current edition of RS Means and quarterly adjustments as the Unit Pricing Book (UPB). The contractor must provide and back up the RS Means breakdown price of each job based on the UPB.	✓	
19.	In estimating work write-ups, the contractor shall not micro estimate line items. Micro estimating is the intentional breaking down of projects into their smallest components when a single line item or two would suffice. An example would be the need to replace a door and it is obvious that a pre-hung door and frame would be the fastest and cheapest route to use. Instead of a single line item defining the pre-hung door, the estimator breaks down this portion of the job into individual line items such as a door frame, hinges, and screws which will unnecessarily drive the cost to the City. This should be avoided and will be looked for during the review. Permits required will be acquired by the contractor and invoiced at cost as part of the purchase order unless they are provided by the City.	✓	
20.	All repairs shall be done in a professional manner and be inspected by the Owner, or any representative the owner selects, including but not limited to the City of Huntsville Inspection Department.	✓	
21.	Work would be accomplished via a request by the City for a job order proposal based upon the general scope provided by the City. The specific scope of work for each job	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	order shall be determined in advance and in writing between the City and the Contractor. The Scope of Work shall also include a schedule for work. The Contractor should provide a written scope of work to the City as part of the proposal. Once the scope of work is agreed to by both parties, a Purchase Order (PO) with the line-item estimate referenced as an attachment.	✓	
22.	Contractor shall visit the proposed job site and conduct a walk-through/project with the City's representative to define the scope of work. The contractor shall perform due diligence to request and gather all available project relevant existing conditions and record documents from the City to include, but not limited to, hazardous materials surveys and other relevant documents. The contractor will then prepare a work write-up proposal including a written scope of work with a line item estimate of the individual tasks, quantities, the city cost index, the contractor's bid coefficient, and applicable cost additions. Work write-up proposal must provide line-item estimate based upon their coefficient and UPB for the scope of work which must be reviewed and agreed upon by the City and contractor. The City will then issue a Purchase Order for the work.	✓	
23.	In the event of an emergency such as a hurricane, tornado, flooding or fire, the contractor will meet with the City, expedite these procedures with verbal job orders and an understanding with the contractor. Work may commence immediately as required, but documentation must be provided as soon as possible for this work or for additional long-term job order requirements.	✓	
24.	The contractor's Project General Manager should be knowledgeable in multiple construction divisions. They must also have managed plumbing, concrete, electrical, painting, HVAC, and mechanical work in multi discipline projects. They should have experience working with architects and engineers on projects. The Project General Manager shall also be experienced in scheduling and critical path analysis. They should be able to show with references that they have extensive experience with and the ability to work with many small subcontractors. The Project General Manager must show an understanding and willingness to explain each line item estimate to the City. They should be able to recommend cost savings measures as well as understand the City's budget for the project.	✓	
25.	The contractor shall keep the site and off-site areas reasonably clean during performance of the Work and is responsible for the trash/debris that is allowed to accumulate onsite or off-site. Upon final completion of the work, the Contractor shall thoroughly clean the site and the Project and remove all waste, debris, trash and excess materials or equipment, together with all the Contractor's property.	✓	
26.	The contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.	✓	
27.	If the contractor fails to clean up as provided in the Contract Documents, the Owner may do so, and the cost thereof shall be charged to the Contractor.	✓	
28.	The contractor shall perform its scope of the work so as not to interrupt or interfere with any on-site operations of the Owner or those authorized by the Owner to use the site.	✓	
29.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking of any operation or project utilizing its own work force. The City of Huntsville Community Development Department reserves the right to hire any subcontractor that holds a current City bid for work.	✓	
30.	The City reserves the right to inspect any project and audit contractor's job files, documentation, and correspondence.	✓	
31.	When possible and practical, Community Development will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. When practical, a Purchase Order will be issued to the contractor based upon an estimate before any work is performed. Any project which is estimated to exceed \$24,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	avoid this limitation. Some work will require a building permit through the City of Huntsville Inspection Department. Contractor must be able to secure any required building permits.	✓	
32.	The contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss.	✓	
33.	The contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.	✓	
34.	The contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including fencing, posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.	✓	
35.	The contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be designated by the contractor in writing to the Owner and Engineer.	✓	
36.	The contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.	✓	
	H. OSHA & LOCK OUT TAG OUT		
37.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	J. REPAIR STATUS, WHEN A DELAY		
38.	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.	✓	
	K. EXECUTION OF WORK		
39.	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. Any project, which is estimated at \$24,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
	Work schedule shall be coordinated with the Community Development representative to minimize the effect on the building occupants.	✓	
	a. L. RESPONSE TIME		
40.	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.	✓	
	M. INSPECTION AND ACCEPTANCE		
41.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of Community Development. Community Development Department 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.	✓	
42.	All repairs shall be done in a professional manner and be inspected by the Owner, or any representative the owner selects, including but not limited to the City of Huntsville Inspection Department.	✓	
	N. CALL BACK SERVICES		
43.	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.	✓	
	O. ALLOWANCE OF IN-HOUSE WORK		
44.	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.	✓	
	P. MATERIALS & EQUIPMENT		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
45.	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.	✓	
46.	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.	✓	
	R. INVOICING		
47.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Job Completion report. The contractor's invoice shall contain a complete account of all materials and labor. 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).	✓	
48.	Original invoices shall be submitted at the completion of each job with the following information: City of Huntsville Community Development Department Attn: Rodney McCallie P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5437 1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description of materials and labor 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.	✓	
49.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	S. LABOR CHARGES		
50.	The City does not pay overtime or holiday pay.	✓	
51.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	T. TRAVEL TIME		
52.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	U. HOUR ROUNDING		
53.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	V. EXCESS PROJECT AMOUNT		
57.	Purchase Orders will be issued to Contractor based upon an estimate before any work is performed.	✓	
	W. FAILURE FORM		
58.	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.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
59.	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. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
60.	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.	✓	
	Y. TERMINATION FOR DEFAULT		
62.	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.	✓	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
63.	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.	✓	
64.	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.	✓	
	AA. 24 HOUR CONTACT		
65.	Provide 3 contact names listing each 24-hour phone numbers.	✓	
66.	Contact #1: James Monaghan Name: Phone Number(s): 256-656-4897	✓	
67.	Contact #2: April Armijo Name: Phone Number(s): 931-625-0542	✓	
68.	Contact #3: Pamela Monaghan Name: Phone Number(s): 931-625-2455	✓	
	BB. REFERENCES		
69.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	✓	
70.	Company Name: City of Huntsville General Services Contact Name: Chris Posey Address: 308 Fountain Circle SW/615 Washington St. Huntsville, AL 35801 Phone Number: 256-824-5534 E-mail Address: chris.posey@huntsvilleal.gov	✓	
71.	Company Name: City of Huntsville Project Management Contact Name: Jeffrey Alpha Address: 615 Washington St. Huntsville, AL 35801 Phone Number: 256-975-3338 E-mail Address: jeffrey.alpha@huntsvilleal.gov	✓	
72.	Company Name: City of Huntsville Community Development Contact Name: Rodney McCallie Address: 120 Holmes Ave. Huntsville, AL 35801 Phone Number: 256-585-0653 E-mail Address: rodneymccallie@huntsvilleal.gov	✓	

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: Addendum No. 1 11-7-23 "Correct Bid"

R.S. Means will be the unit pricing book for this contract using the R.S. Means right hand column ("Total Inc. O & P") and the most recent edition including any quarterly updates provided. All line items provided in work write-up proposals are to be carried out to R.S. Means 12-digit line number. The Contractor, at their expense, must make available copies of the UPB to the City upon request. Items that cannot be found in the UPB will be listed as "non-pre-priced". The contractor will provide three prices to establish the average base cost for each item and add in the overhead and profit (OH/P) based upon the contractor's coefficient. The line item will then be negotiated with the City as an approved item. The item will then be added to the UPB for future reference.

Other price books that should be referenced for non-priced items not included in the R.S. Means Facilities Construction Cost Data book are the latest editions of:

- R.S. Means Concrete & Masonry Cost Data
- R.S. Means Electrical Cost Data
- R.S. Means Mechanical Cost Data
- R.S. Means Plumbing Cost Data
- R.S. Means Maintenance & Repair Book

Coefficient, is the contractor's coefficient multiplier that is applied to the local city cost index and the total sum of line estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, final site cleanup and all contingencies. It will also include all costs to the contractor associated with program and/or project management and administration, and sufficient jobsite supervision. Contractor's profit is also included.

Example: Using sample figures from a job order proposal the total cost with all of the adjustments would be as follows:

Total of divisional line items on the quantities and unit prices from the UPB including overhead and profit column = \$15,000.00.

City Cost Index - .891 adjusted = \$13,365.00

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): James Monaghan dba Construction ^{Monaghan}
- City of Huntsville current taxpayer identification number (if available): 66668
(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 checked="" type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): owner
 Type or legibly write name: James Monaghan Date: 11-6-23

**APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

1. BIDDER INFORMATION

Business Organization

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

_____ James Monaghan _____

Doing-Business-As Name of Proposer:

_____ Monaghan Construction _____

Principal Office Address:

_____ 3304 7th Ave. SW _____
_____ Huntsville, AL 35805 _____

Telephone Number:

_____ 256-656-4897 _____

Fax Number:

_____ 256-536-2515 _____

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

- Corporation _____
- Partnership _____
- Individual _____
- Joint Venture _____
- Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: _____

Location of incorporation: _____

The corporation is held: Publicly ___ Privately ___

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization:

The partnership is: General Limited

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

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:

Location of organization:

JV Agreement recorded?

Yes No

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

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

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

City Employee Yes No
If "Yes," Department _____

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

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

3. CONTRACTOR E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535, Code of Alabama (1975) § 31-13-1 through 31-13-30 (also known as and hereinafter referred to as " the Alabama Immigration Act") as amended by Act No. 2012-491 on May 16, 2012 is applicable to all competitively bid contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, as amended, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

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

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

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

4. ACKNOWLEDGEMENTS

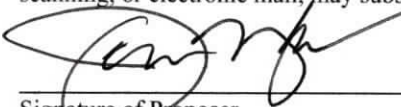
I hereby certify that I have read and understand the City of Huntsville’s General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

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

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

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

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
James Monaghan

Print or Type Name of Proposer
11-6-23

Date

Monaghan Construction

Legal Name of Firm
3304 7th Ave. SW

Mailing Address
Huntsville, AL 35805

City State Zip Code
256-656-4897 256-536-2515

Phone Fax
jimonaghan70@gmail.com

Email Address
N/A

Website Address



Company ID Number: 523147

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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the McNaughtan Construction (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 employee is separated from the company or no longer needs access to E-Verify.

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

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.


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

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

Approved by:

E-Verify Employer	Monaghan Construction	
Name (Please Type or Print)	James Monaghan	Owner
Signature		11-6-23
		Date

Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date

Information Required for E-Verify	
Information relating to your Company:	
Company Name:	Monaghan Construction
Company Facility Address:	3304 7th Ave. SW Huntsville, AL
Company Alternate Address:	35805 5 Tulip Ln. Fayetteville, TN 37334
County or Parish:	Madison, AL
Employer Identification Number:	20-8046008
North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	5-9
Number of Sites Verified for:	1

Are you verifying for more than one site? **No**
 If yes, please provide the number of sites verified for in each State:

State	Number of sites	Site(s)

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

Name:	James Monaghan - Owner
Telephone Number:	256 - 656 - 4897
Fax Number:	256 - 536 - 2515
E-mail Address:	jimmonaghan@bellsouth.net

Name:	April Armijo
Telephone Number:	931-625-0562
Fax Number:	256 - 536 - 2515
E-mail Address:	bamaaim@hotmail.com