



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/13/2024

File ID: TMP-4178

Department: Finance

Subject:

Type of Action: Approval/Action

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

Resolution No.

Finance Information:

Account Number: See additional comments below.

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

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

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Standard of periodic bid utilizes by various departments.

Update of Bid:

Cora Inc. dba Mr. Rooter Plumbing - Plumbing Svcs. For Sanitary Sewer Operation (Water Pollution Control)

Brasco International - Bus Shelters (Public Transit)

Cora Inc. dba Mr. Rooter Plumbing - Sanitary Sewer Plumbing & Hauling (Water Pollution Control)

RESOLUTION NO. 24- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, the Mayor be, and he is authorized to accept the low bids meeting specifications and effectuate the following agreements on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreements are substantially in words and figures similar to those certain documents attached hereto and identified herein below. An executed copy of said documents 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>
Cora Inc. dba Mr. Rooter Plumbing	Plumbing Svcs for Sanitary Sewer Operations	One Year W/Extensions
Brasco International	Bus Shelters	One Year W/Extensions
Cora Inc. dba Mr. Rooter Plumbing	Sanitary Sewer Plumbing & Hauling	One Year W/Extensions

ADOPTED this the 13th day of June, 2024.

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

APPROVED this the 13th day of June, 2024.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 5/14/24
FROM: Kerri Bevilacqua **DEPT:** Water Pollution Control
BID #: 42-2024-76 **COMMODITY/SERVICE:** Plumbing Svcs for Sanitary Sewer O

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cora Inc. dba Mr. Rooter Plumbing

RECOMMENDATION: The department recommends awarding to the sole responsive bidder,
Cora Inc. dba Mr. Rooter Plumbing

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$110.00	HR	
Helper	\$45.00	HR	
Backhoe	\$110.00	HR	
Dump Truck	\$110.00	HR	
Pump Truck	\$175.00	HR	
Jetter	\$265.00	HR	
TVI Camera - Service Line	\$125.00	HR	

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


APPROVALS:

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

Randall Stewart Digitally signed by Randall Stewart
Date: 2024.05.15 15:09:44 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy
Date: 2024.05.20 12:58:37 -05'00'

5.20.2024

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

[illegible]

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

The following specifications are being provided to potential bidders as guidelines which describe the minimum type and quality of service 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.	SV	
	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.	SV	
	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.	SV	
4	The Bidder must be an Alabama State Certified Master Plumber and Alabama State Certified Gas Fitter.	SV	
	D. SCOPE OF SERVICES		
5	The contract shall be a fixed labor rate with reimbursement for materials. The Contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other items, facilities, and services, without exception, for the proper execution and completion of the contract.	SV	
	E. CONTRACTOR REQUIREMENTS		
6	Bidder must have three (3) years of experience in commercial and residential plumbing and possess all tools of the trade.	SV	
7	Bidder must have at least five (5) qualified service technicians on staff with at least two (2) years, individually or more, experience on commercial plumbing equipment. Contractor shall submit resumes listing specific training and experience. Contractor shall also submit references for qualified service technicians who will perform maintenance and service under this contract.	SV	
8	Bidder must supply names of employees who have journeyman and/or master plumber cards.	SV	
9	Any boiler or water heater installed under this contract that is required to be registered with the State of Alabama Department of Labor must be completed by the Contractor.	SV	
	F. RESPONSIBILITY OF THE CONTRACTOR		
10	The successful Contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner.	SV	
11	A purchase order will be issued based upon the estimate which will also serve as the Contractor's authorization to proceed.	SV	
12	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category.	SV	
13	The Contractor is responsible to familiarize himself with local conditions, nature, and extent of work, and to carefully examine the specifications.	SV	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
14	This work includes repair/replacement of sanitary sewer laterals at unknown depths on private property. These repairs occur at all times day and night. The response time is critical to ensure proper operation.	SU	
15	The Contractor must provide competent workmen and supervision.	SU	
16	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.	SU	
17	Perform work without unnecessarily interfering with the City of Huntsville activities or other Contractor(s).	SU	
18	The Contractor must clean up and remove all debris from the job site in accordance with all local disposal regulations as well as landscape and restore the job site to its previous condition.	SU	
19	The Contractor must warranty all new work and repairs for one (1) year.	SU	
G. ADDITIONAL VENDOR REQUIREMENTS			
20	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.	SU	
21	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.	SU	
H. REPAIR STATUS, WHEN A DELAY			
22	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.	SU	
23	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	SU	
I. EXECUTION OF WORK			
24	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	SU	
25	Work schedule shall be coordinated with the Water Pollution Control representative to minimize the effect on the building occupants.	SU	
J. RESPONSE TIME			
26	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.	SU	
27	All work shall be started within one (1) hour for emergencies and four (4) hours for non-emergencies after notification to proceed. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	SU	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
28	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.	SU	
	K. INSPECTION AND ACCEPTANCE		
29	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by an authorized representative.	SU	
	L. CALL BACK SERVICES		
30	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within two (2) hours of notification for emergencies and twenty-four (24) hours for non-emergencies unless further delay is authorized.	SU	
	M. ALLOWANCE OF IN-HOUSE WORK		
31	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.	SU	
	N. MATERIALS & EQUIPMENT		
32	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment, and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful Bidder shall furnish materials unless otherwise directed by the City of Huntsville. Such materials, equipment rental and subcontractor work shall be itemized and billed at the Bidder's actual cost plus ten percent (10%). A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	SU	
33	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.	SU	
34	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	SU	
	O. INVOICING		
35	The Contractor will invoice the City on a job-by-job/project basis. 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).	SU	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
36	<p>Original invoices shall be submitted at the completion of each job with the following information:</p> <p>City of Huntsville Water Pollution Control Department Attn: Accounts Payable P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-883-3719</p> <p>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.</p>	SU	
37	Invoices should be submitted as soon as possible but no later than fourteen (14) calendar days after the work order is closed.	SU	
	P. LABOR CHARGES		
38	The City does not pay overtime or holiday pay.	SU	
39	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	SU	
	Q. TRAVEL TIME		
40	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	SU	
	R. HOUR ROUNDING		
41	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	SU	
	S. EXCESS PROJECT AMOUNT		
42	A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required that the Contractor obtain approval from the requesting department prior to beginning work. Any project which is estimated 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.	SU	
	T. FAILURE FORM		
43	The Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". A sample document of the "Vendor Complaint Form" is shown as "Attachment A" herein. The Contractor will receive a copy of the "Vendor Complaint Form" and given an opportunity to respond. A copy of the form will be sent to Procurement Services for their files.	SU	
44	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.	SU	
	U. TERMINATION FOR DEFAULT		
45	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.	SU	
	V. TERMINATION FOR CAUSE OR CONVENIENCE		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
46	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.	SV	
47	The chosen Bidder shall be required to give the City of Huntsville sixty (60) days' notice before cancellation of the contract, should the Bidder wish to end service before the contract expires.	SV	
W. 24 HOUR CONTACT			
48	Provide three (3) contact names and a 24-hour phone number for each.		
49	Contact #1: Name: Steve Vinson Phone Number(s): 256-426-8991		
50	Contact #2: Name: Keith Sharp Phone Number(s): 256-426-5890		
51	Contact #3: Name: Gerald Vinson Phone Number(s): 256-426-8989		
X. REFERENCES			
52	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company currently holds.		
53	Company Name: WPC City of Huntsville Contact Name: Randall Stewart Address: 1800 Vermont Rd. Huntsville, AL 35802 Phone Number: 256-883-3719 E-mail Address:		
54	Company Name: Madison County Commission Contact Name: Jennie Weatherly Address: 100 North Side Square Huntsville, AL 35801 Phone Number: 256-539-3587 E-mail Address:		
55	Company Name: Huntsville Housing Authority Contact Name: Antonio McGinnis Address: 200 Washington St. Huntsville, AL 35801 Phone Number: 256-539-0774 E-mail Address:		

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 and will only be used for bid evaluation purposes. Actual quantities during the contract period will be on an as-needed basis.

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:



CONTRACT RATES WILL BE BASED ON THE COST PER HOUR VALUES LISTED BELOW:

SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Technician	\$ 110 ⁰⁰	6 HOURS	\$ 660 ⁰⁰
Helper	\$ 45 ⁰⁰	2 HOURS	\$ 90 ⁰⁰
Backhoe	\$ 110 ⁰⁰	4 HOURS	\$ 440 ⁰⁰
Dump Truck	\$ 110 ⁰⁰	4 HOURS	\$ 440 ⁰⁰
Pump Truck	\$ 175 ⁰⁰	4 HOURS	\$ 700 ⁰⁰
Jetter	\$ 265 ⁰⁰	2 HOURS	\$ 530 ⁰⁰
TVI Camera-Service Line	\$ 125 ⁰⁰	4 HOURS	\$ 500 ⁰⁰
TVI Camera-Sanitary Sewer Main Line <i>Truck</i>	\$ 350 ⁰⁰	4 HOURS	\$ 1400 ⁰⁰
Landscaping	\$ 80 ⁰⁰	3 HOURS	\$ 240 ⁰⁰
Leak Detection	\$ 250 ⁰⁰	2 HOURS	\$ 500 ⁰⁰
		TOTAL:	\$ 5500 ⁰⁰

APPENDIX F
BIDDER PRICING FORM
(Continued)

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.

Steve Vinson
Printed legal name of Bidder


Signature

Steve Vinson - President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

5-2-24
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Cora Inc DBA Mr. Rooter Plumbing
- City of Huntsville current taxpayer identification number (if available): 63-1173914
(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>179-390 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: [Signature] Title (if applicable): President
Type or legibly write name: Steve Vinson Date: 5-2-24



Alabama Secretary of State

Cora, Inc.	
Entity ID Number	179 - 390
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	4-30-1996
Registered Agent Name	VINSON, JULIUS STEVEN
Registered Office Street Address	311 OAKWOOD AVE NW HUNTSVILLE, AL 35811
Registered Office Mailing Address	Not Provided
Nature of Business	FULL SERVICE PLUMBING BUSINESS CALLED MR ROOTER
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	VINSON, JULIUS STEVEN
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.ador.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2012

Scanned Documents	
	2013 2014 2015 2016 2017
Purchase Document Copies	
Document Date / Type / Pages	4-30-1996 Certificate of Formation 6 pgs.
Cora, Inc.	

[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):

Cora Inc.

Doing-Business-As Name of Proposer:

Mr. Rooter Plumbing

Principal Office Address:

1330 Fletcher St.
Huntsville AL 35801

Telephone Number:

256-536-9555

Fax Number:

256-536-9533

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:

April 30, 1996

Location of incorporation:

Huntsville AL

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

Steve Vinson

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

Steve Vinson

Print or Type Name of Proposer

5/7/24

Date

Cora Inc DBA Mr. Rooter Plumbing

Legal Name of Firm

P.O. Box 2934

Mailing Address

Huntsville AL 35804

City State Zip Code

256-536-9555 256-536-9533

Phone

Fax

mrrooterhsv@aol.com

Email Address

mrrooter.com/huntsville

Website Address

E-Verify



Company ID Number: 483662

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Employer Cora Inc.

Steve Vinson

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/05/2012

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

01/05/2012

Signature

Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Cora Inc.

Company Facility Address: 1330 Fletcher St

Huntsville, AL 35801

Company Mailing Address: P.O. Box 2834

Huntsville, AL 35804

E-Verify



Company ID Number: 483662

County or Parish:	MADISON
Employer Identification Number:	631173916
North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 1 site(s)	



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Carrie Power - Procurement **DATE:** 5/16/2024
FROM: Anissa Pratte **DEPT:** COH Public Transit
BID #: 40-2024-54 **COMMODITY/SERVICE:** Bus Shelters

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Brasco International

RECOMMENDATION: 1 year contract with two, one year extensions

DESCRIPTION	PRICE	UOM	COMMENT
Bus Shelter 3/8" Safety Glass	6750.00	Each	
Bus Shelter Trash Can (5 Gal)	475.00	Each	
Bus Shelter Solar Panels	1650.00	Each	
Shipping (Shelter, Glass, Trash Can, Solar Panel)	1200.00		
Bus Shelter Bench	1275.00	Each	
Shipping (Bench only)	375.00		

INITIAL PURCHASE:

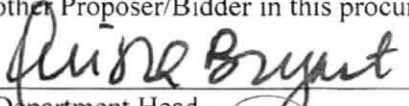
FUNDING SOURCE: 200-54-54M11-520000-PT11902

TERM OF CONTRACT:

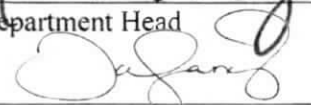
- ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

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.


Department Head

5/16/24
Date


Procurement Manager

5.16.2024
Date

Email completed form to Procurement

PROCUREMENT SERVICES									
TABULATION									
MAY 14, 2024									
40-2024-54									
Passenger Bus Shelters and Benches									
TABULATED BY: Carrie Power									
Larissa Schroeder									
Proposers	JGW Machine Limited	Brasco International, Inc.							
Addendum Issued? YES or NO	YES	YES							
Bid Bond? YES or NO	N/A	N/A	N/A						
Bid Responsive? YES or NO	YES	YES							
Comment: Explain if NO									
9'-10" L X 4.5'-5" W X 7'-8" H PASSENGER SHELTER WITH BENCH, TRASH CANS, AND SOLAR PANEL. Purchase shall consist of a Minimum of Five (5) and a Maximum of Twenty (20) shelters per year. All shelter purchases are contingent on the availability of federal and local funding.									
I. 3/8" SAFETY GLASS	NO BID	\$6,750.00							
III. 5 GALLON ATTACHABLE TRASHCAN	NO BID	\$475.00							
III. SOLAR PANELS 25" L X 13" W X 1" H	NO BID	\$1,650.00							
IV. TOTAL PRICE	NO BID	\$8,875.00							
V. SHIPPING & HANDLING	NO BID	\$1,200.00							
6' STAND-ALONE ALUMINUM BENCHES. Purchase shall consist of a Minimum of Five (5) and a Maximum of Twenty (20) benches per year. All bench purchases are contingent on the availability of federal and local funding.									
I. 6' CONTOUR SERIES WITH PERFORATED ALUMINUM SEAT AND FOUR ANTI-VAGRANT ARMRESTS	\$1,286.00	\$1,275.00							
II. TOTAL PRICE	\$1,536.00	\$1,275.00							
III. SHIPPING & HANDLING	\$250.00	\$375.00							



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Invitation For Bids Passenger Bus Shelters and Benches

Invitation for Bid #:	40-2024-54
Issue Date:	April 11, 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:	May 7, 2024 @ 2:00 PM All questions must be submitted in writing to carrie.power@huntsvilleal.gov
IFB Closing Date:	May 14, 2024 @ 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 Electronic Copy on Thumbdrive
City File Reference:	Passenger Bus Shelters and Benches

APPENDIX D

DETAILED REQUIREMENTS CHECKLIST

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

	SPECIFICATIONS	Vendor Compliance	
		YES	NO
I.	STANDARDS		
	The shelters and benches must conform to all federal, state and local laws, codes and regulations and shall be in accordance with the latest editions of the Standards and Codes listed hereunder.	✗	
A.	Standard Building Code of City of Huntsville and County of Madison	✗	
B.	Aluminum Construction Manual Specifications for aluminum structures. (Aluminum Associations, New York, NY)	✗	
C.	AISC "Specifications for Designs, Fabrication and Erection of Structural Steel for Buildings."	✗	
D.	American Society for Testing Materials	✗	
E.	ACI Building Code Requirements for Reinforced Concrete (ACT318-77)	✗	
F.	The Americans with Disabilities Act of 1992, as amended (ADA)	✗	
G.	City of Huntsville Building and Sign Code	✗	
II.	SPECIFICATIONS	YES	NO
	<u>All Contractual Requirements Must Be Satisfied. Shelters, Including Specifications and All Aspects of Accessibility, Must Meet Each and Every Applicable Requirement of ADA. Environmental Conditions</u> Each shelter and bench shall be capable of being placed and maintained with impairment resulting from the impact of the environment throughout the range of worst conditions for the Huntsville, Alabama, area. Without limitation, the environment shall be considered to actively support the growth of fungi and various corrosion reactions of metals.	✗	
A.	General Construction of Structure	YES	NO
1.	Each bus shelter shall be a stand-alone structure that requires no structural bracing to existing buildings.	✗	
2.	Each bus shelter, when anchored in place, will sustain without damage the following <u>minimum</u> design load: Roof 25 PSF Live Load 25 PSF Wind Load Sidewalls 25 PSF Wind Load Anchorage to Pavement 150% of Wind Uplift & Overturn	✗	
3.	Each bus shelter shall consist of an aluminum framework suitable for supporting designated wall panels and roof structure.	✗	
4.	Each shelter structure shall be suitable for mounting on a concrete pad.	✗	
5.	Disassembly for re-glazing, or to move or relocate a shelter, shall be easily accomplished without damaging the structure.	✗	
B.	Design Specifications	YES	NO
1.	All shelters must be identical in design and appearance unless otherwise specified.	✗	
2.	Each shelter shall be no less than seven feet (7') high minimum interior.	✗	
3.	Each shelter shall have a minimum of three (3) wall panels.	✗	
4.	Each shelter shall provide protection from wind, sun, rain and snow. The top vent must be designed to prevent rain and snow from entering the shelter via the vent.	✗	
5.	Each shelter shall offer see-through visibility from all directions.	✗	

6.	Each shelter shall be adaptable for narrow easements of right-of-way not less than ten feet (10') wide.	X	
7.	Each shelter shall provide front walk-through.	X	
8.	Each shelter shall meet all ADA requirements. Each shelter shall have wheelchair space within (as required by the ADA), and access of at least thirty inches (30") wide opening (or more as required by the ADA), and shall not obstruct a wheelchair user boarding or alighting from an accessible vehicle at an accessible transit stop.	X	
9.	Each shelter bench shall have seating no less than sixteen inches (16") nor more than twenty-four inches (24") high. The bench shall be mounted/attached to the back wall of shelter.	X	
10.	Each shelter shall have roof drainage to prevent water or snow from dripping over the edges.	X	
11.	White Acrylic Dome Roof with 2 1/2" Fascia and Integral Gutter.	X	
12.	Shelter shall include an ultra-bright solar panel light that is 32 w, 16v, 2a with rechargeable lithium batteries (12 VDC 25,000 MAH), must be chargeable in 6-8 hours in full sunlight with SMD LED super bright 36" dual LED strip (54 LEDs x 2 = 108 LEDs 12w total). Must have an IC controller that regulates solar charge and automatically turns light on and off (dusk to dawn). Light diffuser lens optimizes for LED use. A fully charged battery shall last up to 3 days of autonomy if minimal sun exposure.		See Solar Spec 5f.
13.	Shelter dimensions: 9'-10'L x 4.5'-5'W x 7'-8'H	X	
14.	Shelter unit shall include a 5-Gallon Attachable Trashcan	X	
C.	Shelter Materials	YES	NO
1.	Materials shall be rugged, able to withstand vandalism and weathering. Extruded aluminum with anodized finish. Low maintenance; UV, weather and chemical resistant; heavy duty structures.	X	
2.	Wall/Glazing materials shall be 3/8" Safety Glass	X	
3.	Shelter-to-slab fasteners must be non-corrosive and removable in case shelters are moved.	X	
4.	Anodized aluminum should be used for any columns or load bearing members.	X	
5.	Finish should be anodized; preference is Dark Bronze Duranodic.	X	
6.	All metal surfaces shall be finished at the factory. There shall be a minimum of one primary coat and two finish coats or a powder coat process that is equivalent to or better than specified anodized finish.	X	
7.	All structural frame connections shall be concealed and no surface area shall require finishing after assembly and erection of the structure.	X	
8.	All vertical corner posts and anchoring legs should be adjustable to allow for slope adjustment (un-level site conditions).	X	
III.	WARRANTY	YES	NO
	Bidders must provide the details of the manufacturer's warranty.	X	
IV.	SHIPPING AND INSTALLATION	YES	NO
	A third party will perform the assembly and installation of the shelters. The successful bidder must provide adequate assembly and installation instructions and specifications.	X	
1.	Shipment of wall in prefabricated wall sections.	X	
2.	Shipment of roof as complete prefabricated roof.	X	
V.	USEFUL SERVICE LIFE	YES	NO
	Provide Useful Service Life of Passenger Shelter in Years 25 YRS	X	
VI.	SHELTER DELIVERY	YES	NO
	Shelter delivery location to be determined prior to estimated delivery schedule and relayed to awarded company.	X	

DETAILED REQUIREMENTS CHECKLIST (BENCHES)

The benches described below is a separate bid item from the bus stop shelter described previously. The bus stop shelter described previously also includes a bench as part of the shelter unit. However, the benches specified below are in addition to the shelter benches; and will be placed on concrete pads as a stand-alone bench from the other shelters and benches bid.

D111.	Benches shall be 6-foot Contour Series or (approved equal)	x	
D112.	Benches shall be Aluminum	x	
D113.	Bench seats shall be Perforated Aluminum	x	
D114.	Benches shall include four (4) Anti-Vagrant Armrests	x	
D115.	Finish shall be Powder Coat Painted (Royal Blue)	x	
D116.	Warranty should include 2 Years for the Powder Coat Finish; and 1 year on Workmanship	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: 1, 2, 3

9'-10"L X 4.5'-5"W X 7'-8H PASSENGER SHELTER WITH BENCH, TRASH CANS, AND SOLAR PANEL		
Purchase shall consist of a Minimum of Five (5) and a Maximum of Twenty (20) shelters per year. All shelter purchases are contingent on the availability of federal and local funding.		
SHELTER TYPE	TOTAL EACH	EXTENDED TOTAL FOR FIVE (5)
I. 3/8" Safety Glass	\$ 6,750	\$ 33,750
II. 5 Gallon Attachable Trashcan	\$ 475	\$ 2,375
III. Solar Panels 25"L X 13"W X 1"H	\$ 1,650	\$ 8,250
IV. Total Price	\$ 8,875	\$ 44,375
III. Shipping & Handling	\$ 1,200	\$ 6,000

6' STAND-ALONE ALUMINUM BENCHES		
Purchase shall consist of a Minimum of Five (5) and a Maximum of Twenty (20) benches per year. All bench purchases are contingent on the availability of federal and local funding.		
BENCH TYPE	TOTAL EACH	EXTENDED TOTAL FOR FIVE (5)
I. 6' Contour Series with Perforated Aluminum Seat and Four Anti-Vagrant Armrests	\$ 1,275	\$ 6,375
II. Total Price	\$ 1,275	\$ 6,375
III. Shipping & Handling	\$ 375	\$ 1,875

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

Brasco International, Inc.
Printed legal name of Bidder


Signature

Sean Loewe, Vice President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

5/7/24
Date

APPENDIX G SPECIAL TERMS & CONDITIONS

This contract is partially funded with 49 U.S.C., Chapter 53, Title 23, Section 5307, CFDA 20.507, and/or Section 5339, CFDA 20.526 Federal Transit Grant Funds. The attached Federal Compliance items must be certified. All proposals that do not have the certifications attached will be disqualified.

Of Note, the awarded Contractor is certifying compliance to all relevant clauses herein and that all sub-contractors under this contract shall certify all relevant clauses herein, if applicable.

1. NO FEDERAL GOVERNMENT OBLIGATION – This article applies to all federally funded purchase orders over \$3,000.00 and contracts.

(1) the City of Huntsville Public Transit Department and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City of Huntsville Public Transit Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. PROGRAM FRAUD AND FALSE STATEMENTS OR CLAIMS (31 U.S.C. §3801 et seq., 49 CFR Part 31 18 U.S.C. §1001) – This article applies to all federally funded purchase orders over \$3,000.00 and contracts. – The Contractor, subrecipients, subcontractors, agree to the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. Dot Regulations, "Program Fraud Civil Remedies", 49 C.F.R. Part 31, and 49 U.S.C. §5323(1), 18 U.S.C. §1001 may apply to a subcontractor at any tier.

Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. ACCESS TO RECORDS AND REPORTS (49 U.S.C. §5325 et seq., 49 CFR 633.15– 633.17) – This article applies to all federally funded purchase orders over \$3,000.00 and contracts.

1) The Contractor will retain and will require its sub-contractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2) The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. §200.333. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

3) The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

4) The Contractor agrees to permit FTA and its contractors' access to the sites performance under this contract as reasonably may be required.

4. FEDERAL REQUIREMENT CHANGES – The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between City of Huntsville, AL Huntsville Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. The Contractor shall require subcontractors, at all tiers, to comply with all the applicable federal changes as listed above.

5. TERMINATION PROVISIONS – (*Applicable to contracts exceeding \$10,000*). The termination clauses extend to Contractors, sub-contractors, and sub-recipients at every level.

1) Termination for Convenience (General Provision) - The City of Huntsville may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Huntsville to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of Huntsville, the Contractor will account for the same, and dispose of it in the manner the City of Huntsville directs.

2) Termination for Default [Breach or Cause] (General Provision) - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Huntsville may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Huntsville that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Huntsville, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

3) Opportunity to Cure (General Provision) - The City of Huntsville in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Huntsville's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor or written notice from City of Huntsville setting forth the nature of said breach or default, the City of Huntsville shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the City of Huntsville from also pursuing all available remedies against Contractor and its sureties for said breach or default.

4) Waiver of Remedies for any Breach - In the event that the City of Huntsville elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by The City of Huntsville shall not limit City of Huntsville's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

5) Termination for Default (Supplies and Service) - If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the City of Huntsville may terminate this contract for default. The City of Huntsville shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Huntsville.

6. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS (FTA Circular 4220.1F) - This article applies to all federally funded purchase orders over \$3,000.00 and contracts.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests which would cause City to be in violation of the FTA terms and conditions.

7. DISADVANTAGED BUSINESS ENTERPRISE (49 CFR Part 26) - This article applies to all federally funded purchase orders over \$3,000.00 and contracts. - The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

In accordance with 49 CFR 26.13(b), the Contractor also agrees that each subcontract the Contractor signs with a Subcontractor must include the assurances of Disadvantaged Business Enterprise (49 CFR Part 26).

8. CIVIL RIGHTS (29 U.S.C. § 623, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.) - This article applies to all federally funded purchase orders over \$10,000.00 and contracts. The Contractor, subrecipient or subcontractor must comply with the following Federal Laws:

- 1) Nondiscrimination - In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age, and all other applicable regulations as required by FTA.
- 2) Race, Color, Religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

3) Age - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age, and any other requirements that FTA may issue.

4) Disabilities - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

9. VETERANS PREFERENCE – This article applies to all federally funded purchase orders and contracts. - As provided in 49 U.S.C. § 5325(k), to the extent practicable, the Contractor agrees:

1) give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract.

2) This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

10. ENERGY CONSERVATION (42 U.S.C. §6321 et seq., 10 CFR Part 431) – This article applies to all federally funded purchase orders over \$3,000.00 and contracts. The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Complying with and facilitating compliance with: (1) Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and (2) U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

11. TRAFFICKING in PERSONS – The contractor agrees that it and its employees, may not:

- 1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- 2) Precure a commercial sex act during the period of time that that the agreement is in effect, or
- 3) Use forced labor in the performance of the contract or sub-contracts.

12. FEDERAL TAX LIABILITY and RECENT FELONY CONVICTIONS – The contractor agrees to comply with Consolidated Appropriations Act, 2019, Pub. L. 116-6, div. D, title VII, §§ 744–745), U.S. DOT Order 4200.6. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- 2) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I.  Signature of Contractor's Authorized Official

II. Sean Loane, Vice President Name and Title of Contractor's Authorized Official

III. 5/7/24 Date

13. SAFE OPERATIONS of MOTOR VEHICLES – The contractor is encouraged to have safe operations of motor vehicle policies:

- 1) Seat Belt Use – Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; (23 U.S.C. §402, Executive Order 13043)
- 2) Consistent with Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10 “Text Messaging While Driving,” December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in each third party subcontract involving the project.
 - Safety. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Agreement, or when performing any work for or on behalf of the Agreement; and
 - Contractor Size. Conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving; and
 - Extension of Provision. Include this Special Provision in each third party

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Brasco International Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

I. Self
Signature of Contractor's Authorized Official

II. Sean Loewe, Vice President
Name and Title of Contractor's Authorized Official

III. 5/7/24
Date

18. BUY AMERICA FOR STEEL, IRON, AND MANUFACTURED PRODUCTS –

This article applies to all federally funded rolling stock purchases, construction contracts; and contracts for material and supplies for steel, iron, or manufactured products over

\$150,000.00- The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. §661.11.

In accordance with 49 C.F.R. §661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

- 1) **Certificate of Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j) (1) and the applicable regulations in 49 C.F.R. Part 661.

I. Date 5/7/24
II. Signature [Signature]
III. Company Name Brasco International, Inc.
IV. Printed Name Sean Local
V. Title Vice President

- 2) **Certificate of Non-Compliance with Buy America Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), as amended, and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable 49 C.F.R. 661.7.

I. Date _____
II. Signature _____
III. Company Name _____
IV. Printed Name _____
V. Title _____

19. BREACHES AND DISPUTE RESOLUTION (Applicable to Procurements Exceeding \$25,000)

- 1) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Huntsville's Attorney. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City Attorney. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City Attorney shall be binding upon the Contractor and the Contractor shall abide by the decision.
- 2) Performance During Dispute - Unless otherwise directed by the City of Huntsville, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- 3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents, or others for whose acts he is legally liable, a claim for damages thereof shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

- 2) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
- 3) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

25. FLY AMERICA REQUIREMENTS (49 U.S.C. § 40118, 41 CFR Part 301-10) This article applies to all federally funded if the purchase order is over \$3,000; contracts; or subcontracts may involve the international transportation of goods, equipment, or personnel by air. - The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

26. National Intelligent Transportation System Architecture and Standards (ITS) - This article applies to all federally funded purchase orders over \$3,000 and contracts involving ITS projects.

The Contractor agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and follow the provisions of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

27. BUS TESTING - The Contractor/Manufacturer agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and indicate one of the following three alternatives:

- 1) _____ The buses offered herewith have been tested in accordance with 49 CFR (date). If multiple buses are being proposed, provide Part 665 on _____

additional bus testing information below or on attached sheet. The vehicles being sold

should have the identical configuration and major components as the vehicle in the test report, which must be submitted with this Proposal. If the configuration or components are not identical, then the manufacturer shall provide with its Proposal a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing. If multiple buses are being proposed, testing data on additional buses shall be listed on the bottom of this page.

- 2) _____ The manufacturer represents that the vehicle is “grandfathered” (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), and submits with this Proposal the name and address of the recipient of such a vehicle and the details of that vehicle’s configuration and major components.
- 3) _____ The vehicle is a new model, or vehicle configuration and components are not identical, and will be tested and the results will be submitted to the Agency prior to acceptance of the first bus.

The undersigned Manufacturer certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

4) **Certification of Compliance with FTA’s Bus Testing Requirements -**

- I. The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Certified by Authorized Official.

1. Date: _____
2. Signature: _____
3. Company Name: _____
4. Title: _____

N/A

28. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS - The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

- 1) **Buy America Requirements:** The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- 2) **Solicitation Specification Requirements:** The Contractor shall submit evidence that it will be capable of meeting the bid specifications.
- 3) **Federal Motor Vehicle Safety Standards (FMVSS):** The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

- 4) **Buy America Certification— Rolling Stock** (*Applicable to Procurements exceeding \$150,000*) - The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, and any later amendments, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. A bidder or offeror must submit to the FTA recipient, the City of Huntsville, the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. §661.12, for the procurement of rolling stock (including train control, communication, and traction power equipment), use the certifications below.

- 5) **Certificate of Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j), as amended, and the applicable regulations in 49 C.F.R. Part 661.11.

I. Date _____
II. Signature _____
III. Company _____
IV. Name _____
V. Title _____

N/A

- 6) **Certificate of Non-Compliance with Buy America Rolling Stock Requirements** - The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), as amended, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(C), as amended, and the applicable regulations in 49 C.F.R. 661.7.

I. Date _____
II. Signature _____
III. Company _____
IV. Name _____
V. Title _____

29. TRANSIT VEHICLE MANUFACTURERS (TVM) CERTIFICATION - This procurement is subject to provisions of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

- 1) **TVM Certification** _____ (name of firm), a TVM, hereby certifies that is has complied with the requirements of 49 CFR Part 26 Section 26.49 by submitting a current DBE Goal to the Federal Transit Administration (FTA). The goals apply to fiscal year _____ and has either been approved or not disapproved by FTA.
- 2) **Or,** _____ (name of firm) hereby certifies that the manufacturer of the transit vehicle to be supplied _____ (name of manufacturer) has complied with the above referenced requirements of Section 26.49 of 49 CFR Part 26.

I. Date: _____

II. Signature: _____

III. Company Name: _____

IV. Printed Name: _____

V. Title: _____

N/A

30. DAVIS-BACON ACT and COPELAND ANTI-KICKBACK ACT(40 U.S.C. §3141-3146, 29 CFR §5.1-5.33, 18 U.S.C. §874, 29 CFR Part 3) This article applies to all federally funded construction contracts over \$2,000 (including ferry vessels). - For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Access U.S. Department of Labor, Wage and Hour Division at <https://www.dol.gov/agencies/whd>.

41. **PUBLIC TRANSIT PROTEST PROCEDURES** – Authority to Resolve Protested Solicitations and Awards, including the process of submitting a protest, is available upon request to the City of Huntsville, Huntsville Transit, Accountant III, 500 B Church Street, Huntsville, AL, 35801, 256-427-6811.

CERTIFICATION:

The Contractor, Brasco International, Inc., certifies that all the above referenced federal requirements will be complied with as stated herein, as applicable. **FAILURE TO CERTIFY IS TO DISQUALIFY THE ACCOMPANYING BID PROPOSAL.**

Brasco International, Inc. Legal Name of Firm

Seif Signature of Bidder

Sean Coene Print or Type Name of Bidder

5/7/24 Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Brasco International, 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>060-561 Michigan</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: Sean Coewe Title (if applicable): Vice President
Type or legibly write name: Sean Coewe Date: 5/7/24

LARA Corporations Online Filing System

Department of Licensing and Regulatory Affairs

ID Number: 800060774[Request certificate](#)[Return to Results](#)[New search](#)**Summary for:** BRASCO INTERNATIONAL, INC.**The name of the DOMESTIC PROFIT CORPORATION:** BRASCO INTERNATIONAL, INC.**Entity type:** DOMESTIC PROFIT CORPORATION**Identification Number:** 800060774 **Old ID Number:** 060561**Date of Incorporation in Michigan:** 12/28/1993**Purpose:****Term:** Perpetual**Most Recent Annual Report:** 2024**Most Recent Annual Report with Officers & Directors:** 2024**The name and address of the Resident Agent:**

Resident Agent Name: WILLIAM NOECKER

Street Address: 32400 INDUSTRIAL DRIVE

Apt/Suite/Other:

City: MADISON HEIGHTS

State: MI

Zip Code: 48071

Registered Office Mailing address:

P.O. Box or Street Address: 32400 INDUSTRIAL DRIVE

Apt/Suite/Other:

City: MADISON HEIGHTS

State: MI

Zip Code: 48071

The Officers and Directors of the Corporation:

Title	Name	Address
PRESIDENT	WILLIAM NOECKER	32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MI 48071 USA
TREASURER	WILLIAM NOECKER	32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MI 48071 USA
SECRETARY	WILLIAM NOECKER	32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MI 48071 USA
DIRECTOR	WILLIAM NOECKER	32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MI 48071 USA
DIRECTOR	MARY KATHRYN NOECKER	32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MI 48071 USA
DIRECTOR	PATRICK J. MANSFIELD	32400 INDUSTRIAL DRIVE MADISON HEIGHTS, MI 48071 USA

Act Formed Under: 284-1972 Business Corporation Act

Total Authorized Shares: 1,000**Written Consent****View filings for this business entity:**

ALL FILINGS
ANNUAL REPORT/ANNUAL STATEMENTS
ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION
RESTATED ARTICLES OF INCORPORATION

[View filings](#)**Comments or notes associated with this business entity:**[LARA FOIA Process](#)[Transparency](#)[Office of Regulatory Reinvention](#)[State Web Sites](#)[Michigan.gov Home](#)[ADA](#)[Michigan News](#)[Policies](#)

Copyright 2024 State of Michigan

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Brasco International, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

32900 Industrial Drive
Madison Heights, MI 48071

Telephone Number:

800.893.3665

Fax Number:

313.393.0499

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:

December 1993

Location of incorporation:

Michigan

The corporation is held:

Publicly _____ Privately X

Names and titles of corporate officers:

William Noecker, President

Cristina Sullivan, Executive Vice President

Sean Loewe, Vice President

Partnership Statement

If a partnership, answer the following:

Date of organization:

Location of organization:

The partnership is:

General _____ Limited _____

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

Invitation for Bid #40-2024-54

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2).

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

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

4. ACKNOWLEDGEMENTS


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

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

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

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

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

Sean Loewe

Print or Type Name of Proposer

5/7/24

Date

Brasco International, Inc.

Legal Name of Firm

32400 Industrial Drive

Mailing Address

Madison Heights, MI 48071

City State Zip Code

800-897-3665 313-393-0444

Phone Fax

sloewe@brasco.com

Email Address

www.brasco.com

Website Address



Company ID Number: 508615

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 Brasco International, 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.



Company ID Number: 508615

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



Company ID Number: 508615

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.



Company ID Number: 508615

(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



Company ID Number: 508615

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.



Company ID Number: 508615

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



Company ID Number: 508615

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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



Company ID Number: 508615

- 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.



Company ID Number: 508615

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 508615

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.



Company ID Number: 508615

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.



Company ID Number: 508615

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

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

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

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



Company ID Number: 508615

Approved by:

Employer Brasco International, Inc.	
Name (Please Type or Print) Sean Loewe	Title
Signature Electronically Signed	Date 02/22/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/22/2012



Company ID Number: 508615

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Brasco International, Inc.
Company Facility Address	32400 Industrial Drive Madison Heights, MI 48071
Company Alternate Address	
County or Parish	OAKLAND
Employer Identification Number	383156752
North American Industry Classification Systems Code	332
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 508615

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

MI	1
----	---



Company ID Number: 508615

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

Name	Sean Loewe
Phone Number	3133930393202
Fax	3133930499
Email	sloewe@brasco.com



Company ID Number: 508615



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



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 5/14/24
FROM: Kerri Bevilacqua **DEPT:** Water Pollution Control
BID #: 41-2024-76 **COMMODITY/SERVICE:** Sanitary Sewer Pumping & Hauling

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Cora Inc. dba Mr. Rooter Plumbing

RECOMMENDATION: The department recommends awarding to the sole responsive bidder,
Cora Inc. dba Mr. Rooter Plumbing

DESCRIPTION	PRICE	UOM	COMMENT
Price Per 1,000 Gallons	\$175.00	EA	1,000 Gallon Minimum

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


APPROVALS:

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

Randall Stewart Digitally signed by Randall Stewart
Date: 2024.05.15 15:10:11 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy
Date: 2024.05.20 13:03:16 -05'00'

5.20.2024

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

I. RESPONSIBILITY OF THE CONTRACTOR

VENDOR COMPLIANCE

- A. The Contractor agrees to respond within one (1) hour of notification to all sewer pumping regardless of the time (day or night).
- B. The Contractor must be able to provide a minimum of three (3) pumping trucks to one location at any time.
- C. The Contractor must be able to provide and maintain, in good working order, at least one (1) pumping truck capable of pumping a minimum of 3000 gallons per load.
- D. The Contractor must be able to pump a minimum total of 9000 gallons per load (combined volume from all trucks).
- E. The Contractor must adequately provide for the safety of the public by the placement of warning devices such as cones, barriers or other devices where work is being accomplished by the Contractor.
- F. The Contractor must complete all pumping required by the City before leaving the jobsite for another job.
- G. The Contractor must haul the pumped sanitary sewer to a designated location determined by the City. There will be no dump charge for sewage hauled for the City.
- H. The Contractor must maintain a database capturing all information related to each job. The information is to be made available to the City upon request.
- I. The Contractor must possess and maintain all pertinent licenses and permits applicable by law for pumping and hauling sanitary sewer.
- J. The Contractor will not assign or subcontract the work.

SV

SV

SV

SV

SV

SV

SV

SV

SV

SV

II. DELIVERABLES

- A. The Contractor will provide an invoice for each job to include the following information:
 - 1. Location of Work
 - 2. Date of Service
 - 3. Total number of Gallons Pumped and Hauled
 - 4. Bid Pricing per Gallon

SV

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST
(Continued)

III. CONTRACTOR'S EQUIPMENT & STAFFING

To aid the City in making a determination of your ability to perform the services under this contract, the following information is required:

- A. How long have you been engaged in the business of sanitary sewer pumping?

34 years

- B. Describe your staffing by job descriptions for each employee who will perform under this contract:

Job Title	Years of Experience
Steve Vinson-President	41
Gerald Vinson-Manager	42
Jimmy Bromley-Pump truck	5
Jerry Tucker-Pump truck	8
Charles Vinson	12

- C. Provide the address and best time of day to inspect your equipment and provide descriptions of the equipment to be utilized in performing this contract.

1330 Fletcher St Huntsville, AL 35801

Manufacturer: International 4000 Series
Model: _____
Year: 2001
Tank Capacity: 2500 gallons

Manufacturer: Freightliner
Model: Conventional
Year: 2004
Tank Capacity: 4000 gallons

Manufacturer: Peterbilt
Model: _____
Year: 2007
Tank Capacity: 5000 gallons

APPENDIX D
DETAILED REQUIREMENTS CHECKLIST
(Continued)

Manufacturer: Freightliner
Model: _____
Year: 2018
Tank Capacity: 5000 gallons

Manufacturer: Freightliner
Model: Cascadia
Year: 2014
Tank Capacity: 5000 gallons

Manufacturer: International
Model: 7000
Year: 2015
Tank Capacity: 4400 gallons

Manufacturer: _____
Model: _____
Year: _____
Tank Capacity: _____

Manufacturer: _____
Model: _____
Year: _____
Tank Capacity: _____

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:



I. SANITARY SEWER PUMPING & HAULING:

Price Per 1000 Gallons \$ 175⁰⁰ (1000 Gallon Minimum)

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.

Cora Inc DBA Mr. Rooter Plumbing
Printed legal name of Bidder

Steve Vinson
Signature

Steve Vinson-President
Printed name of individual/corporate officer/general partner/joint venturer AND Title

5/7/24
Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable) Cora Inc DBA Mr. Rooter Plumbing
- City of Huntsville current taxpayer identification number (if available): 30277
(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>179-390 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: [Signature] Title (if applicable): President
Type or legibly write name: Steve Vinson Date: 5/7/24

ALABAMA ONSITE WASTEWATER BOARD



2024

ALABAMA ONSITE WASTEWATER BOARD CERTIFICATE OF LICENSE



Steve J. Vinson
P.O. Box 2934
Huntsville, AL 35804

Advanced 1 Installer # 1059

Pumper # 1060

Manufacturer # ---

Portable Toilet # ---

P.O. Box 303552 • Montgomery, Alabama 36130-3552

www.aowb.alabama.gov

EXPIRES DECEMBER 31, 2024

0054

STEVE J. VINSON
is Licensed as a(n)

Pumper License #: 1060, Advanced Installer 1 License #: 1059,

Melissa J. Hines

EXECUTIVE DIRECTOR

01/01/2024
ISSUE DATE

12/31/2024
EXPIRATION DATE
0054



Alabama Secretary of State



Cora, Inc.	
Entity ID Number	179 - 390
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	4-30-1996
Registered Agent Name	VINSON, JULIUS STEVEN
Registered Office Street Address	311 OAKWOOD AVE NW HUNTSVILLE, AL 35811
Registered Office Mailing Address	Not Provided
Nature of Business	FULL SERVICE PLUMBING BUSINESS CALLED MR ROOTER
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	VINSON, JULIUS STEVEN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.ador.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2012 2013 2014 2015 2016 2017 2018
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	4-30-1996 Certificate of Formation 6 pgs.

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Cora Inc. DBA Mr. Rooter Plumbing

Doing-Business-As Name of Proposer:

Mr. Rooter Plumbing

Principal Office Address:

1330 Fletcher St.

Huntsville, AL 35801

Telephone Number:

256-536-9555

Fax Number:

256-536-9533

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:

4-30-96

Location of incorporation:

311 Oakwood Ave, Huntsville, AL

The corporation is held:

Publicly ___ Privately X

Names and titles of corporate officers:

Steve Vinson - President

Partnership Statement

If a partnership, answer the following:

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

N/A
General ☐ Limited ☐

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

N/A

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization:
Location of organization:
JV Agreement recorded?

N/A
Yes ☐ No ☐

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

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

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

City Employee
If "Yes," Department

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☐ No ☒

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. ACKNOWLEDGEMENTS


I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements of the IFB 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
Steve Vinson
Print or Type Name of Proposer
5/7/24
Date

Cora Inc. DBA Mr. Rooter Plumbing
Legal Name of Firm
P.O. Box 2934
Mailing Address
Huntsville AL 35804
City State Zip Code
256-536-9555 256-536-9533
Phone Fax
mrrooters@aol.com
Email Address
mrrooter.com/huntsville
Website Address

E-Verify



Company ID Number: 483662

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Cora Inc.	
Steve Vinson	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	01/05/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
<i>Electronically Signed</i>	01/05/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name:	Cora Inc.
Company Facility Address:	1330 Fletcher St
	Huntsville, AL 35801
Address:	P.O. Box 2934
	Huntsville, AL 35804

E-Verify



Company ID Number: 483662

County or Parish:	MADISON
Employer Identification Number:	631173916
North American Industry Classification Systems Code:	811
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 1 site(s)	