



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 4/24/2025

File ID: TMP-5437

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 is utilized by various departments.

Update of Bid:

Diversified Elevator Service and Equipment Company, Inc. - Elevator Maintenance Services (General Services)

RESOLUTION NO. 25- _____

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Diversified Elevator Service and Equipment Company, Inc.	Elevator Maintenance Services	One Year W/Extensions

ADOPTED this the 24th day of April, 2025.

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

APPROVED this the 24th day of April, 2025.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services **DATE:** 4/8/25
FROM: John Lang **DEPT:** General Services
BID #: 32-2025-14 **COMMODITY/SERVICE:** Elevator Maintenance Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Diversified Elevator Service and Equipment Co

RECOMMENDATION: The General Services Department recommends Diversified Elevator Service and Equipment Co. Inc. the lowest, most responsive bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-14-14310-515370-0000000
TERM OF CONTRACT: ☐ One Time
☒ One Year w/ Additional One Year Extensions as Allowable by State Law
☐ One Year
☐ Three Months
☐ Other (Explain)

APPROVALS:

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

John Lang Digitally signed by John Lang
Date: 2025.04.08 07:36:36 -05'00'

Department Head

Date

Tamara M Yancy Digitally signed by Tamara M
Yancy
Date: 2025.04.08 08:08:10 -05'00'

4.08.25

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov

April 3, 2025									
PROCUREMENT SERVICES									
TABULATION									
32-2025-14	Elevator Preventative Maintenance & Services							TABULATED BY:	Carrie Power
									Digitally signed by Carrie Power Date: 2025.04.04 09:48:03 +05'00'
								WITNESSED BY:	Tamara M Yancy
									Digitally signed by Tamara M Yancy Date: 2025.04.04 09:44:09 -05'00'
	Proposers	United Elevator Services			Kone Inc			Diversified Elevator Service & Equipment Co. Inc.	
	Acknowledge Addenda?		N/A			N/A			N/A
	Bid Bond?		Received			Received			Received
	Bid Responsive? YES or NO		Yes			Yes			Yes
	Comment: Explain if NO								
	TOTAL BASE BID-PRICING A (Based on estimated quantities)		\$378,000.00			\$295,000.00			\$285,000.00
	TOTAL BASE BID-PRICING B (Based on estimated quantities)		\$63,480.00			\$58,200.00			\$62,340.00
	TOTAL BASE BID-PRICING A & B (Based on estimated quantities)		\$441,480.00			\$353,200.00			\$347,340.00
PRICING PART A									
TECH RATE FOR WORK OUTSIDE THE SCOPE OF THIS IFB, PER HOUR		Estimated Qty.	Hourly Rate	Est. Annual Cost	Hourly Rate	Est. Annual Cost	Hourly Rate	Est. Annual Cost	
		1000	\$378.00	\$378,000.00	\$295.00	\$295,000.00	\$285.00	\$285,000.00	
PRICING PART B									
HUNTSVILLE TENNIS CENTER - 2305 AIPORT ROAD, PER MONTH		Estimated Qty.	Monthly Rate	Est. Annual Cost	Monthly Rate	Est. Annual Cost	Monthly Rate	Est. Annual Cost	
		12	\$190.00	\$2,280.00	\$160.00	\$1,920.00	\$220.00	\$2,640.00	
PUBLIC SERVICE BUILDING - 320 FOUNTAIN CIRCLE, PER MONTH		12							
POLICE PRECINCT/FIRE STATION 1 - 2110 CLINTON AVE, PER MONTH		12	\$190.00	\$2,280.00	\$160.00	\$1,920.00	\$220.00	\$2,640.00	
LOWE MILL OFFICE COMPLEX - 2411 NINTH AVENUE, PER MONTH		12	\$190.00	\$2,280.00	\$160.00	\$1,920.00	\$220.00	\$2,640.00	
MUNICIPAL JUSTICE SAFETY COMPLEX - 815 WHEELER AVE, PER MONTH		12	\$380.00	\$4,560.00	\$320.00	\$3,840.00	\$400.00	\$4,800.00	
DOT VISITOR CENTER - 500 CHURCH STREET, PER MONTH		12	\$190.00	\$2,280.00	\$160.00	\$1,920.00	\$220.00	\$2,640.00	
HUNTSVILLE DEPOT (EARLY WORKS) - 404 MADISON STREET, PER MONTH		12	\$380.00	\$4,560.00	\$320.00	\$3,840.00	\$420.00	\$5,040.00	
HUNTSVILLE CITY HALL - 305 FOUNTAIN CIRCLE (3 KONE), PER MONTH		12	\$1,125.00	\$13,500.00	\$1,050.00	\$12,600.00	\$925.00	\$11,100.00	

Building Removed by City; Currently Unoccupied

April 3, 2025

PROCUREMENT SERVICES

TABULATION

32-2025-14

Elevator Preventative Maintenance & Services

TABULATED BY:

WITNESSED BY:

	Proposers	United Elevator Services		Kone Inc		Diversified Elevator Service & Equipment Co. Inc.
CENTRAL CITY GARAGE "O" - 116 CLINTON AVENUE, PER MONTH	12	\$380.00	\$4,560.00	\$320.00	\$3,840.00	\$5,040.00
HUNTSVILLE CITY HALL - 305 FOUNTAIN CIRCLE (1 KONE), PER MONTH	12	\$190.00	\$2,280.00	\$350.00	\$4,200.00	\$3,660.00
BB&T BANK GARAGE "B" - 305 CHURCH STREET, PER MONTH	12	\$1,125.00	\$13,500.00	\$1,050.00	\$12,600.00	\$9,600.00
HUNTSVILLE MUSEUM OF ART - 300 CHURCH STREET, PER MONTH	12	\$760.00	\$9,120.00	\$640.00	\$7,680.00	\$9,900.00
NORTH HUNTSVILLE PUBLIC LIBRARY - 3011 SPARKMAN DRIVE, PER MONTH	12	\$190.00	\$2,280.00	\$160.00	\$1,920.00	\$2,640.00



Finance Department
Procurement Services Division

CERTIFICATE OF COMPLIANCE

Pursuant to Code of Alabama, 1975 (“Code”), Section 39-5-1(b), the City of Huntsville, Alabama does hereby certify that the agreement by and between the City of Huntsville and

_____ in the approximate
(Vendor/Contractor Name)

amount of _____ for _____
(Contract Amount) (Project Name)

to be awarded _____,
(Council Date)

is let in compliance with the Code, Title 39 and all other applicable provisions of law; and, only for purposes of a civil action as referenced in Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that the contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: _____
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: _____



HUNTSVILLE

Tommy Battle
Mayor

City of Huntsville, Alabama

Finance Department
Procurement Services Division

Invitation For Bids for Elevator Preventive Maintenance & Services

Invitation for Bid#:	32-2025-14
Issue Date:	March 12, 2025
Bid Bond Requirements:	Yes, a bond is required
Performance Bond Requirements:	Yes, a bond is required
Labor & Materials Payment Bond Requirements:	Yes, a bond is required
Certificate of Insurance Requirements:	Yes, a certificate is required
Pre-Bid Conference Date and Time:	Not Applicable/Not Required
Deadline for Questions:	March 27, 2025 @ 5:00 PM CST All questions must be submitted in writing to Carrie.power@huntsvilleal.gov
IFB Closing Date and Time:	April 3, 2025 @ 2:00 PM CST
Procurement Services Contact:	Carrie Power Carrie.power@huntsvilleal.gov (256) 564-8060
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	N/A
Bid Copies to be Submitted:	1 Original and 1 Copy
City File Reference:	Elevator Preventive Maintenance & Service

APPENDIX B

BID PROPOSAL AND 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 A-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

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

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

The undersigned bidder understands that when unit prices are called for, the quantities shown herein are approximate only and are subject to increase or decrease and offers to do the work whether the quantities are increased, or decreased, at the unit prices stated in the following schedule. The undersigned bidder also understands that when lump sum bids are called for, he will be required to furnish all equipment, labor, materials and other items or cost to construct a complete facility. The undersigned bidder further understands that any deletions or additions designated on the outside of the bid envelope, must indicate the particular bid item relative to the deletion or addition, even if the deletion or addition references to deduct or add to the Total Base Bid. Any bids received that are unsealed will be immediately rejected.

The undersigned bidder has carefully examined the drawings or plans, bid documents, the specifications, the general requirements, the supplement to general requirements, the general terms and conditions, this proposal, the agreement, together with any addenda thereto, and agrees to furnish and deliver all the materials, and to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvements as described above and in accordance with certain specifications prepared and approved by the OWNER (City of Huntsville, Alabama).

In the event a project requires a work item(s) not specified herein, the successful contractor shall submit to the City of Huntsville a description of the additional work items required and the proposed additional charges for such work, which shall be reviewed by the City of Huntsville for content and costs approval. At such time that unspecified work items are discovered at the site, all work shall cease on that particular project until final approval is obtained from the City of Huntsville.

Certificates of Insurance are required naming the City as the Certificate Holder. Also, the name of the project and project number should be included on the certificate. The Certificates should reflect the insurance coverage required herein. In addition, a copy of the policy may be requested upon award. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. The Certificates are to be signed by a person authorized by the Insurer to bind coverage on its behalf and must indicate coverage will not be canceled or non-renewed except after thirty (30) days prior written notice to the City at the following address: City of Huntsville, Procurement Services Division, P.O. Box 308, Huntsville, Alabama 35804.

The undersigned bidder understands that the contract for this specific periodic contract is one (1) year from the date of award, with services provided on an as-needed basis up to the Not to Exceed (NTE) amount. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms with each renewal year having a new NTE amount in the same amount as the initial year. Yearly renewals are at the discretion of the City of Huntsville and are subject to the availability of funds. Notification of yearly renewal shall be by written letter from the City of Huntsville.

In the event the NTE amount is reached prior to the end of any yearly term, the Director of General Services, at his or her discretion and subject to the availability of funds, may elect to advance the time for renewal in order to best meet the needs of the City, provided that total term of the original contract year and the two potential renewal periods does not exceed a total of three years from the initial date of award of the contract and provided the total expenditures are no more than three times the original Not to Exceed Amount.

Each project to be performed within this contract will require a separate work authorization and purchase order from City of Huntsville. Beginning and end dates for each project will be stated and shall be signed by contractor accepting the terms for each work authorization. Bid prices shall remain firm for the entire length of the contract. Any price increase imposed during the extended contract period shall be in exact increments of any increase imposed by the contractor's supplier. Written verification of any such increase must be submitted to the City of Huntsville for consideration and approval prior to any costs being incurred. If an agreement cannot be reached concerning any such price increases, the City of Huntsville reserves the right to cancel the contract.

The City of Huntsville will direct and approve the work element and the quantities required for each project location and will compute the overall cost for each element of work and their respective quantities.

THE UNDERSIGNED BIDDER ALSO AGREES AS FOLLOWS:

All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed for delays in the issuance of the notice to proceed that are a result of the contractor failing to submit the required items within the 15 days.

It is further understood and agreed that the Contractor shall commence upon issuance of a purchase order, unless otherwise instructed in writing by the OWNER. All work shall be carried on continuously to completion.

Accompanying this proposal is a certified check or bid bond in the amount of not less than five percent (5%) of the total amount shown on the schedule of prices not exceeding \$10,000.00 payable to the City of Huntsville, Alabama, which is to be forfeited, as liquidated damages, if, in the event that his proposal is accepted, the undersigned shall fail to execute the contract and furnish a satisfactory contract bond under the conditions and within the time specified in this proposal; otherwise, said certified check or bid bond is to be returned to the undersigned.

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: NONE

Total Base Bid-Pricing A (Based on estimated quantities)

\$ 285,000

Total Base Bid-Pricing B (Based on estimated quantities)

\$ 67,140.00

Description	Description	Unit of Measure	Bid Price	Estimated Quantity	Estimated Annual Cost
PRICING A					
Tech rate for work outside the scope of this IFB	Hourly Rate	Per Hour	\$ 285.00	1000	\$ 285,000
PRICING B					
<u>These locations must be billed to:</u> City of Huntsville General Services 615 Washington Street Huntsville, Alabama 35801					
Huntsville Tennis Center (2305 Airport Road)	One (1) Schindler 330A Passenger Elevator	Per Month	\$ 220.00	12	\$ 2,640.00
Public Service Building (320 Fountain Circle)	One (1) Dover E23280 One (1) Dover E23281	Per Month	\$ 400.00	12	\$ 4,800.00
Police Precinct/Fire Station 1 (2110 Clinton Avenue)	One (1) Otis Hydraulic Elevator	Per Month	\$ 220.00	12	\$ 2,640.00
Lowell Mill Office Complex (2411 Ninth Avenue)	One (1) Elevator Hydraulic	Per Month	\$ 220.00	12	\$ 2,640.00
Municipal Justice Safety Complex (815 Wheeler Avenue)	Two (2) Otis Passenger 0409820	Per Month	\$ 400.00	12	\$ 4,800.00
DOT Visitor Center (500 Church Street)	One (1) Thyssen Krupp TAC20	Per Month	\$ 220.00	12	\$ 2,640.00
Huntsville Depot (Early Works) (404 Madison Street)	One (1) Dover E-61408 One (1) Dover Hydraulic Passenger Elevator	Per Month	\$ 420.00	12	\$ 5,040.00
Huntsville City Hall (305 Fountain Circle)	Three (3) Kone KCM831	Per Month	\$ 925.00	12	\$ 11,100.00
<u>These locations must be billed to:</u> City of Huntsville Parking Division Parking P.O. Box 308 Huntsville, Alabama 35804					
Central City Garage "O" (6 Clinton Avenue)	EAST: One (1) Bagby 1036-1 WEST: One (1) Bagby 1036-2	Per Month	\$ 420.00	12	\$ 5,040.00

Huntsville City Hall (305 Fountain Circle)	One (1) KONE KCM831	Per Month	\$305.00	12	\$3,660.00
BB&T Bank Garage "B" (305 Church Street)	Three (3) Dover T-4 TRACN Elevators	Per Month	\$800.00	12	\$9,600.00
This location must be billed to: Huntsville Museum of Art 300 Church Street Huntsville, Alabama 35801					
Huntsville Museum of Art (300 Church Street)	2-Otis Passenger 1-Schindler Passenger 1-Otis Freight	Per Month	\$825.00	12	\$9,900.00
This location must be billed to: Huntsville Madison County Library 915 Monroe Street Huntsville, Alabama 35801					
North Huntsville Public Library (3011 Sparkman Dr.)	One (1) Otis HydroFit 2112	Per Month	\$220.00	12	\$2,640.00
TOTAL					\$67,140.00

Note 1: Estimated hours shall be used to establish the not to exceed (NTE) for each contract term. Actual amounts will be subject purchase orders issued.

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.

Hunter Ziegler
Signature of the Proposer

Hunter Ziegler
Print or Type Name of Proposer

4/2/2025
Date

Diversified Elevator Service + Equipment Company, Inc.
Legal Name of Firm

297 st hwy 143
Mailing Address

Millbrook AL 36054
City, State, Zip Code
















hunter@diversifiedelevator.net
Email Address

APPENDIX C DETAILED REQUIREMENTS

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.	✓	
	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.	✓	
	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.	✓	
	D. SCOPE OF SERVICES		
4.	The contract shall be a fixed labor rate with reimbursement for materials and any disposal costs. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
	E. CONTRACTOR REQUIREMENTS		
5.	The bidder is regularly engaged in the business of maintaining and servicing elevator equipment, systems & controls	✓	
6.	Bidders have five years of experience in elevator maintenance and possess all tools of the trade.	✓	
7.	Bidders will keep a local service office within 50 miles of 305 Fountain Circle for the duration of this contract. (The City of Huntsville has the right to verify office during the duration of this lease)	✓	
8.	Bidders are required a minimum of three (3) Certified Elevator Service Technicians within 50 miles of 305 Fountain Circle in order to provide adequate elevator emergency service. This requirement must remain intact for the duration of the contract. (Vendor to verify address upon request by the City of Huntsville)	✓	
9.	Whenever specific services are hereafter specified, it is understood and agreed that any one of the following words shall also mean and include the others as conditions warrant: Examine, Adjust, Clean, Lubricate, Repair or Replace.	✓	
10.	Bidder will regularly and systematically examine, adjust, clean, lubricate, furnish lubricants, and when conditions warrant, repair or replace: MACHINE, MOTOR, AND CONTROLLER PARTS, including but not necessarily limited to: Worms, Gears, Thrusts, Bearings, Brake Magnet Coils, Contacts, Resistors, Magnet Frames, and other mechanical parts. All replacement shall be original equipment or equal.	✓	
11.	Bidder will keep the Guide Rails properly lubricated at all times except where roller guides are used, and when necessary renew guide shoe gibs or guide rollers in order to assure smooth and quiet operation.	✓	
12.	Bidder will periodically examine all safety devices and governors and equalize the tension on all hoisting ropes.	✓	
13.	Contractor shall have the capability of programming and/or re-programming the elevators as needed. Within 30 days after award, contractor will provide, for each elevator, a complete list of programming features and what the current settings or values are. The list shall include Duplex Collection, Group Supervision, Sequencing, Schedule Timing, Traffic Handling and Demands, etc. to allow for the most effective service to the ultimate	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	users. The bidder awarded this contract must meet with the General Service representative within 60 days of the award to discuss the programming features and the correct queuing and timing of each and location of each elevator during different times of the day.	✓	
14.	Bidders will renew all wire ropes as often as necessary to maintain an adequate factor of safety; and repair/or replace the following equipment. Interlocks Car & Hatch Door Operators Car & Hatch Door Hangers Door Closers Signal System Cab Fan	✓	
15.	The following items of elevator equipment are not included in this contract: Hoistway Enclosure Interior Finish of Cab Cab Flooring Cab Door (finish) Power Switches & Feeder to Controller	✓	
EA.	Monthly Services:		
16.	Monthly Inspections are to be provided. During these inspections, the following operations are to be performed on alternate weeks, part one week and the remainder the following week, and continuing on this basis throughout the contract period. Examine, adjust, clean, lubricate, repair or replace as condition warrant as follows:	✓	
17.	Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.	✓	
18.	Inspect and wipe clean all motors, machines and generators.	✓	
19.	Inspect controllers, selectors, selector drives and governors.	✓	
20.	Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operations.	✓	
21.	Wipe clean motor, clean and check brushes and brush holders. Renew or reset brushes if necessary.	✓	
22.	Clean and lubricate direction and accelerating switches.	✓	
23.	Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley if necessary.	✓	
EB.	Quarterly Services:	✓	
24.	Examine, adjust, clean, lubricate, repair or replace the following on a quarterly basis as conditions warrant.	✓	
25.	Clean hoistway pits and inspect equipment in them.	✓	
26.	Inspect working parts of all governors for free operation.	✓	
27.	Inspect all door operating equipment including motor brushes, commutator, belts or chains, contacts, drive vanes and blocks.	✓	
28.	Check retiring cam operation and make necessary adjustments or corrections.	✓	
29.	Examine all wire ropes and fastenings, check and adjust rope tension.	✓	
30.	Examine traveling cables for wear and position.	✓	
31.	Examine counterweight and compensator ropes.	✓	
32.	Inspect door equipment and Saf-T-Edge units, clean, lubricate, adjust, or repair as necessary.	✓	
33.	Lubricate selector drive screws and guides and clean contacts if necessary.	✓	
34.	Clean and lubricate automatic slow down and stopping switches on top of cars.	✓	
35.	Clean car position indicators, adjust if necessary.	✓	
36.	Inspect, clean, and lubricate car guides (unless roller guides are used).	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
37.	Check car fan motors for proper operation.	✓	
38.	Inspect drive and secondary sheaves, clean if necessary.	✓	
EC.	Semi-annual Service:	✓	
39.	Examine, adjust, clean, lubricate, repair or replace the following on a semi-annual basis as conditions warrant.	✓	
40.	Check bearings for proper operation and wear.	✓	
41.	Examine machine gear teeth for cutting or noise.	✓	
42.	While riding on top of cars, physically check condition and operation of door locking equipment.	✓	
43.	Perform electrical test of door interlock circuits.	✓	
44.	Examine door locks and door closer equipment. Clear door channels.	✓	
45.	Examine car and counterweight guide shoes and fastenings.	✓	
46.	Renew gibs or rollers when necessary. Lubricate sliding guide shoes.	✓	
47.	Remove car station cover, blow out, clean or lubricate switches and buttons.	✓	
ED.	Annual Services	✓	
48.	Examine, adjust, clean, lubricate, repair or replace the following on an annual basis as conditions warrant.	✓	
49.	Examine, clean with proper solution, and repair as necessary commutator, brushes, and brush holders of all small control motors and regulators.	✓	
50.	Thoroughly examine and clean starter and control panels.	✓	
51.	Check, clean and adjust operation of slow down and limit switches.	✓	
52.	Examine all moving parts of governor and safety for free operation. Clean and adjust. Perform actual test of safety at slowest operating speed with no load.	✓	
53.	Examine, clean and oil if necessary buffers. Perform "Hand Test" of plunger return.	✓	
54.	Blow out and vacuum controller motors and M.G. sets.	✓	
55.	Drain machine gear oil, seal any oil leaks, examine gear teeth, refill with fresh oil.	✓	
56.	Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly and readjustments.	✓	
57.	Clean and lubricate hatch door hanger tracks and door arms.	✓	
58.	Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary.	✓	
59.	Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check bracket bolts for tightness.	✓	
60.	Perform ASA A17.1 900.7 Five (5) year safety test (contract speed, full load). This test must be conducted and results reported to the General Services Department six months before the end of the 3-year contract.	✓	
EE.	Spare Parts		
61.	To assume the maximum use of the elevators and a minimum shut-down time for emergency repairs, the successful bidder will be required to have and maintain on the job, in cabinets furnished by him, a supply of spare parts sufficient for normal maintenance and repair of the elevator. These spare parts and lubricants shall be genuine manufacturer's parts of the manufacture type and character of equipment covered by these specifications or equal and will include but not necessarily be limited to the appropriate quantity of the following: contacts, leads, brushes (Motor & Generator), coils, fuses, electronic tubes, push buttons, cleaning materials, lubricants and check chart.	✓	
62.	In addition to the above parts, to further assure a minimum shutdown time, the contractor shall have in stock in the Huntsville area for replacement purposes under this contract, the following genuine manufacturer's parts of the manufacture type and character of equipment covered by these specifications or equal and not necessarily limited to: condensers, door locks, mechanical switches and relay.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
63.	Contractor shall allow a representative of City of Huntsville to inspect the warehouse of the contractor at any time to insure that the above parts are in stock.		
EF.	Availability of Rotating Elements:		
64.	To further assure a minimum shutdown time, the contractor should have in stock available for replacement purposes under this contract at least one armature and one set of motor field coils for each type of generator, drive motor, gearless machine, or exciter which is included in the equipment covered by these specifications, and at least one of each type of door control motor included in the equipment covered by these specifications. These parts shall be of same manufacture as original or equal thereto. Defective or inoperative rotating element shall be repaired or replaced within forty-eight (48) hours.		
EG.	DOVER, BAGBY, SCHINDLER, OTIS, KONE and other ELEVATORS		
EH.	Items Not Included:		
65.	The following items of elevator equipment are not included in this agreement: Refinishing, repairing, or replacing of car enclosure, car doors, hoistway enclosure, hoistway door panels, frames and car doors, hoistway enclosure, hoistway door panels, frames and sills, car flooring and floor covering, main line power switches, breakers and feeders to controller, underground piping, jack casing, acts of God and vandalism.		
EI.	Bidder also agrees:		
66.	To keep the guide rails properly lubricated at all times, and when necessary to renew guide shoe gibs to insure smooth and quiet operation.		
67.	To furnish lubricants which are specially prepared and compounded, and repair and/or replace conductor cables.		
68.	To make any adjustments, repairs and replacements which it may be advisable to make before the next regular examination.		
69.	Perform ASA A17.1 900.7 Five (5) year safety test (contract speed, full load) as require. This test must be conducted and results reported to the General Services Department six months before the end of the 3 year contract.		
70.	To examine, lubricate, adjust, and if conditions warrant, repair or replace all accessory equipment, with exceptions as stated hereinafter.		
71.	Contractor shall have the capability of programming and/or re-programming the elevators as needed. Within 30 days after award, contractor will provide, for each elevator, a complete list of programming features and what the current settings or values are. The list shall include Duplex Collection, Group Supervision, Sequencing, Schedule Timing, Traffic Handling and Demands, etc. to allow for the most effective service to the ultimate users. The bidder awarded this contract must meet with the General Service Representative within 60 days of the award to discuss the programming features and the correct queuing and timing of each and location of each elevators during different times of the day.		
72.	Description of work to be performed: Bidder will regularly and systematically examine, adjust, lubricate as required, and if conditions warrant repair or replace: POWER UNIT, PUMP, MOTOR AND CONTROLLER including valves (including relief valve, pilot, lowering, leveling and check valves; or any of the parts thereof), V-belts, strainers, springs and gaskets, controller relays, contacts, coils, timers magnet frames and controller wiring, traveling cable and components for entire operating circuit, plunger, guide bearings, packing and packing gland.		
	F. RESPONSIBILITY OF THE CONTRACTOR		
73.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or require the issuance of separate purchase order (PO) and cannot be performed under an established blanket PO. Projects with an estimate of \$100,000 or more shall require the provision of Performance Bond and Payment Bond in		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	accordance with the requirements detailed in Appendix A – Scope of Work & Related Information, within fifteen (15) days of the PO issuance date.	✓	
74.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	✓	
75.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled technician will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	
76.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	
77.	The contractor must provide competent workmen and supervision.		
78.	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.	✓	
79.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
80.	Successful bidder is required to maintain an inventory of original manufacture (or equal) parts sufficient to insure against any unwarranted delay in the safe and reliable operation of the equipment covered by these specifications.	✓	
81.	It is understood and agreed upon that one of the major purposes of this contract is to provide the maximum use of the elevators for health, safety, convenience, performance, and efficiency of the City of Huntsville, its officers, employees and citizens. In the event one or more of the elevators is rendered inoperable due to the contractor's failure to perform required services or to stock parts and elements specified hereof, it is understood and agreed that the contractor shall pay to the City of Huntsville the sum of \$100.00 per working day for each day after such elevator has failed to operate for a continuous 48 hour period.	✓	
	G. BACKGROUND CHECKS		
82.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	H. OSHA & LOCK OUT TAG OUT		
83.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	I. ADDITIONAL VENDOR REQUIREMENTS		
84.	Check-In/Check-Out At the City's option, the contractor may be required to check-in or check-out using one of the following methods: <ol style="list-style-type: none"> The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. 	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
85.	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.	✓	
86.	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.	✓	
	J. REPAIR STATUS, WHEN A DELAY		
87.	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.	✓	
88.	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.	✓	
	K. EXECUTION OF WORK		
89.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
90.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
	L. RESPONSE TIME		
91.	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.	✓	
92.	All work shall be started within one (1) hour for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	✓	
93.	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.	✓	
	M. INSPECTION AND ACCEPTANCE		
94.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	✓	
	N. CALL BACK SERVICES		
95.	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	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	✓	
	O. ALLOWANCE OF IN-HOUSE WORK		
96.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	P. MATERIALS & EQUIPMENT		
97.	All materials to be used on each job must be approved by General Services Representative.	✓	
98.	<p>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.</p> <p>Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost-plus ten percent (10%).</p> <p>A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.</p>	✓	
99.	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.	✓	
100.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	Q. SUMMARY REPORT		
101.	Using the Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	R. INVOICING		
102.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
103.	<p>Original invoices shall be submitted at the completion of each job with the following information:</p> <p>City of Huntsville General Services Department Attn: Accounts Payable P.O. Box 308 Huntsville, Alabama 35801</p>	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Telephone: 256-427-5660		
	1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report	✓	
104.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	S. LABOR CHARGES	✓	
105.	The City does not pay overtime or holiday pay.	✓	
106.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	T. TRAVEL TIME		
107.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	U. HOUR ROUNDING		
108.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	V. EXCESS PROJECT AMOUNT		
109.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	W. FAILURE FORM		
110.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
111.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	✓	
	X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS		
112.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
	Y. TERMINATION FOR DEFAULT		
113.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	✓	
	Z. TERMINATION FOR CAUSE OR CONVENIENCE		
114.	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.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
115.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	✓	
	AA. 24 HOUR CONTACT		
116.	Provide 3 contact names listing each 24-hour phone numbers.		
117.	Contact #1: Name: <u>Luke Hayer</u> Phone Number(s): <u>205-393-7888</u>	✓	
118.	Contact #2: Name: <u>Jeff McNorton</u> Phone Number(s): <u>334-657-2087</u>	✓	
119.	Contact #3: Name: <u>Hunter Ziegler</u> Phone Number(s): <u>334-657-5940</u>	✓	
	BB. REFERENCES		
120.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.	✓	
121.	Company Name: <u>University of Alabama at Birmingham (UAB)</u> Contact Name: <u>Frank Pajaron</u> Address: <u>801 6th Ave S, Birmingham, AL 35233</u> Phone Number: <u>205-949-7369</u> E-mail Address: <u>opereng@uab.edu</u>	✓	
122.	Company Name: <u>The Reni Group (Contract For State of AL owned properties)</u> Contact Name: <u>Nancy Carter</u> Address: <u>All state of AL owned properties w/elevators</u> Phone Number: <u>334-353-8751</u> E-mail Address: <u>Nancy.Carter@therenigroup.com</u>	✓	
123.	Company Name: <u>Auburn University at Montgomery</u> Contact Name: <u>Rodney Turley</u> Address: <u>Complete Montgomery campus</u> Phone Number: <u>334-301-3579</u> E-mail Address: <u>rturley1@Aum.edu</u>	✓	

APPENDIX D
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

Diversified Elevator Service & Equipment Company, Inc.

Doing-Business-As Name of Proposer:

Diversified Elevator

Principal Office Address:

297 st hwy 143

Millbrook AL 36054

Telephone Number:

334-285-3863

Fax Number:

334-285-6165

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

Corporation ☒

Partnership ☐

Individual ☐

Joint Venture ☐

Other (describe): ☐

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

1-1-1988

Location of incorporation:

Montgomery AL

The corporation is held:

Publicly ☐ Privately ☒

Names and titles of corporate officers:

Eddie Ziegler Vice President

Hunter Ziegler President

Taylor Bulag CFO

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

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

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

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

4. CONTRACTOR – PUBLIC CONTRACT WITH ENTITIES ENGAGING IN CERTAIN BOYCOTTING ACTIVITIES

Alabama Legislative Act 2016-312, as adopted on May 5, 2016, prohibits Alabama governmental bodies from entering into contracts with commercial entities that participate in boycotts against nations or business organizations that Alabama citizens can otherwise trade with (members of the World Trade Organization or other countries with which the United States has free-trade agreements).

In accordance with Alabama Act 2016-312 as adopted and approved on May 5, 2016, on behalf of

Diversified Elevator
(Insert Name of Business)

I do hereby certify and represent that this

business is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

I, the undersigned, certify to the State of Alabama as follows:

- a. I am authorized to provide representation set out in this Certificate as the official and binding act of the Contractor and have knowledge of Alabama's Act 2016-312.
- b. In compliance with Act 2016-312, the Contractor is not currently engaged in, or will not engage in, the boycott of a person or entity based in or doing business with a jurisdiction with which the state can enjoy open trade.

5. 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 understands that this project is subject to Alabama Department of Transportation Alabama Standards Specifications, 2022 Editions, Section 600, Subitem 106.01(a)2a:

Any contractor for a public works project, financed entirely by the State of Alabama or any political subdivision thereof, within this state, shall use iron or steel produced within the United States when specifications in the construction contract require the use of iron or steel and do not limit its supply to a sole source under subsection (f) of Section 39-2-2. If the awarding authority decides that the procurement of domestic iron or steel products becomes impractical as a result of a national emergency, national strike or other cause, the awarding authority shall waive the above restriction. (b) In the event the contractor violates the domestic iron or steel requirements of subsection (a), and domestic iron or steel is not used, there shall be a downward adjustment in the contract price equal to any realized savings or benefits to the contractor.

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.

Hunter Ziegler
Signature of Proposer

Hunter Ziegler
Print or Type Name of Proposer

4/2/2025
Date

Diversified Elevator Service + Equipment
Legal Name of Firm Company, Inc.

297 st hwy 143
Mailing Address

Millbrook AL 36054
City State Zip Code

334-285-3863 334-285-6165
Phone Fax

hunter@diversifiedelevator.net
Email Address

www.diversifiedelevator.net
Website Address

APPENDIX E
REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Diversified Elevator Service & Equipment Company, Inc.
- City of Huntsville current taxpayer identification number (if available): 36655
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input checked="" type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number <u>TSM# 148088909 AL</u> Cage Code <u>0JT90 /</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: Hunter Ziegler Title (if applicable): President
Type or legibly write name: Hunter Ziegler Date: 4-2-25



Alabama Secretary of State



Diversified Elevator Service and Equipment Company, Inc.	
Entity ID Number	000-124-661
Entity Type	Domestic Corporation
Principal Address	297 STATE HWY 143 MILLBROOK, AL 36054
Principal Mailing Address	297 STATE HWY 143 MILLBROOK, AL 36054
Status	Exists
Place of Formation	Montgomery County
Formation Date	06/03/1988
Registered Agent Name	ZIEGLER, RALPH E
Registered Office Street Address	297 ALABAMA STATE HWY 143 MILLBROOK, AL 36054
Registered Office Mailing Address	297 ALABAMA STATE HWY 143 MILLBROOK, AL 36054
Nature of Business	---
Capital Authorized	\$10,000
Capital Paid In	---
Directors	
Director Name	ZIEGLER, RALPH EDWARD
Director Street Address	297 ALABAMA STATE HIGHWAY 143 MILLBROOK, AL 36054
Director Mailing Address	297 ALABAMA STATE HIGHWAY 143 MILLBROOK, AL 36054
Director Name	ZIEGLER, EDWARD HUNTER
Director Street Address	230 OLD ORCHARD ROAD DEATSVILLE, AL 36022
Director Mailing Address	230 OLD ORCHARD ROAD DEATSVILLE, AL 36022
Incorporators	
Incorporator Name	MEADOWS, BETTY JO
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	

Diversified Elevator Service and Equipment Company, Inc.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2020 2021 2022 2023
Transactions	
Transaction Date	07/11/1988
Articles Of Corrections	CORRECTING STOCK
Transaction Date	05/09/2006
Principal Office Changed From	MONTGOMERY, AL
Transaction Date	05/09/2006
Registered Agent Changed From	MEADOWS, RAY 217 SO COPURT ST 310 MOORE BUILDING MONTGOMERY, AL 36103
Transaction Date	04/07/2011
Director/Manager/Organizer Activity	ZIEGLER, RALPH EDWARD
Transaction Date	04/07/2011
Director/Manager/Organizer Activity	ZIEGLER, EDWARD HUNTER
Transaction Date	04/07/2011
Registered Agent Changed From	ZIEGLER, RALPH EDWARD 297 STATE HWY 143 MILLBROOK, AL 36054
Scanned Documents	
Document Date / Type / Pages	06/03/1988 Certificate of Formation 5 pgs.
Document Date / Type / Pages	07/11/1988 Articles of Correction 2 pgs.
Document Date / Type / Pages	05/09/2006 Registered Agent Change 2 pgs.
Document Date / Type / Pages	04/11/2011 Articles of Amendment 2 pgs.

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

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

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

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

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



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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

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

B. REFERRAL TO DHS

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



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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

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

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

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



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Approved by:

Employer Diversified Elevator Service & Equipment Co., Inc.	
Name (Please Type or Print) Misty A Shepherd	Title
Signature Electronically Signed	Date 10/23/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 10/23/2009



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Diversified Elevator Service & Equipment Co., Inc.
Company Facility Address	297 State Highway 143 Millbrook, AL 36054
Company Alternate Address	
County or Parish	MONTGOMERY
Employer Identification Number	630980131
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 267830

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

AL	1
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Company ID Number: 267830

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

Name	Hunter Ziedler
Phone Number	3342853863
Fax	3342856165
Email	hunter@diversifiedelevators.net



Company ID Number: 267830



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