



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/28/2025

**File ID:** TMP-5743

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

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

Resolution No.

**Finance Information:**

**Account Number:** See 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:

SiteOne Landscape Supply - Athletic Infield Products (Landscape Management)

STS Distribution, LLC - Athletic Infield Products (Landscape Management)

Jake Marshall Service, Inc. - Chiller Services and Repairs (General Services)

Lee Company - Chiller Services and Repairs (General Services)

Shattuck Painting - Painting Services (General Services)

Pro Air Services, Inc. - HVAC Services (General Services)

Lee Company - Boiler Services and Repairs (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>
SiteOne Landscape Supply	Athletic Infield Products	One Year W/Extensions
STS Distribution, LLC	Athletic Infield Products	One Year W/Extensions
Jake Marshall Service, Inc.	Chiller Services and Repairs	One Year W/Extensions
Lee Company	Chiller Services and Repairs	One Year W/Extensions
Shattuck Painting	Painting Services	One Year W/Extensions
Pro Air Services, Inc.	HVAC Services	One Year W/Extensions
Lee Company	Boiler Servies and Repairs	One Year W/Extensions

**ADOPTED** this the 28th day of August, 2025.

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

**APPROVED** this the 28th day of August, 2025.

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Mayor of the City of Huntsville, Alabama





# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement **DATE:** August 13, 2025  
**FROM:** Brian Walker **DEPT:** Landscape Management  
**BID #:** 73-2025-52 **COMMODITY/SERVICE:** Athletic Infield Products

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** SiteOne Landscape Supply

**RECOMMENDATION:** It is recommended that SiteOne be awarded Products II, VIII and IX as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
II. Vitrified Clay	18.15	Bag	50lb Bag Delivered
VIII. Athletic Mound Clay	14.24	Bag	40-Bag Min Delivered
IX. Rapid Dry Field Drying Agent	11.49	Bag	50lb Bag Delivered
			Minimum 40 Bags

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

### APPROVALS:

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

**Brian R. Walker** Digitally signed by Brian R. Walker  
Date: 2025.08.13 10:29:46 -05'00'

8/13/2025

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.08.14 08:56:15 -05'00'

8.14.2025

Procurement Manager

Date

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



**CONTRACT/BID AWARD RECOMMENDATION FORM**  
**Continuation – Page 2**

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## APPENDIX F BIDDER PRICING FORM

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

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

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

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

**We acknowledge receipt of the following addenda:** \_\_\_\_\_

**I. CALCINED CLAY – BURNING ZONE OF 1200°– 1400° Fahrenheit:  
(APPROXIMATELY 30 TO 50 TONS)**

- A. 50 lb. Bag Price Per Bag Delivered: \$ 10.45 /Bag  
Minimum Deliverable Quantity: 40 Bags
- B. Bulk Delivery Per Ton \$ 384.55 /Ton  
Minimum Deliverable Quantity: 23 Tons
- C. Product as Bid, Brand Name and Description:  
A. Lesco All Sport Infield Conditioner 50lb. bag  
B. Lesco Turface All Sport Soil Conditioner Infield

**II. VITRIFIED CLAY – BURNING ZONE OF APPROXIMATELY 2000° F:  
(APPROXIMATELY 80 TO 120 TONS)**

- A. 50 lb. Bag Price Per Bag Delivered: \$ 18.15 /Bag  
Minimum Deliverable Quantity: 40 Bags
- B. Bulk Delivery Per Ton \$ NO BID  
Minimum Deliverable Quantity: NO BID Tons
- C. Product as Bid, Brand Name and Description:  
A. Turface Slide Master Infield Topdressing 50lb. bag

**III. CRIMSOM STONE OR EQUAL:  
(APPROXIMATELY 80 TO 150 TONS)**

**VENDOR COMPLIANCE**  
**YES NO**

1. Natural stone-washed, treated with Z-Blend additive, bulk wet and dry specific gravity of 2.50-2.75.
2. Resistant to abrasion and impact shall be grading of C and loss of C and loss of 40.0 or less as determined by ASTM C131.
3. Colorfast and predominately crimson in color.

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\_\_\_\_\_  
\_\_\_\_\_

A. Bulk Delivery Per Ton

\$ 114.00 /Ton

B. Minimum Deliverable Quantity: 23 Tons

C. City Pick Up at Bidders Site

\$ 72.00 /Ton

D. Product as Bid, Brand Name and Description

Premium Red Infield Material

**IV. ATHLETIC FIELD MARKING DUST:  
APPROXIMATELY 800 50 LB BAGS**

A. 50 lb. Bag Price Per Bag Delivered

\$ 10.75 /Bag

Minimum Deliverable Quantity: 40 Bags

B. Product as Bid, Brand Name and Description:

Surface ProLine Marker Athletic Fields 50lb. bag

**V. CRIMSON STONE ULTIMATE II WARNING TRACK  
MATERIAL OR EQUAL:  
(APPROXIMATELY 80 TO 150 TONS)**

**VENDOR COMPLIANCE**  
**YES NO**

1. Have clean, hard, durable particles or fragments of 3/8" minus crimson stone material. Z-Blend additive shall be evenly mixed throughout the material.
2. Have bulk dry specific gravity of 2.50-2.75 and bulk saturated specific gravity of 2.50-2.75. The apparent specific gravity of 2.75-3.00 as determined by ASTM C131.
3. Have resistance to abrasion and impact shall be a grading of C and loss of 40.0 or less determined by ASTM C131.

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## VENDOR COMPLIANCE

	YES	NO
4. Be a washed material and free from clay lumps, organic matter, excessive silt and deleterious material.	<u>          </u>	<u>✓</u>
5. Be of sufficient weight as to resist normal winds and normal rainfall without washing.	<u>✓</u>	<u>          </u>
6. Provide an all-weather surface.	<u>✓</u>	<u>          </u>
7. Allow for percolation after compaction.	<u>✓</u>	<u>          </u>
8. Be a natural substance.	<u>✓</u>	<u>          </u>
9. Be predominately crimson in color with approximately +/- 30% dark colors.	<u>✓</u>	<u>          </u>
10. Be colorfast.	<u>✓</u>	<u>          </u>
11. Be Z-Blended.	<u>          </u>	<u>✓</u>

- A. Bulk Delivery Per Ton \$ 101.00 /Ton
- B. Minimum Deliverable Quantity: 23 Tons
- C. City Pick Up at Bidders Site \$ 59.00 /Ton
- D. Product as Bid, Brand Name and Description:  
Premium Red Warming Track Pro

## VII. TOPSOIL/TOP DRESSING SOIL

The purpose of this specification is to describe the requirements for Topsoil to be used by Landscape Management. The City anticipates the purchase of approximately **2500 Cubic Yards** annually and will place orders on an as-needed basis.

VENDOR COMPLIANCE  
YES NO

1. Light brown clayey silty sand 35% fines, 65% fine to medium sand.
2. Precept Passing: 35
3. ASTM D-1140, "Procedure for amount of materials in soils finer than the No. 200 Sieve", standard.

**NO BID**

- A. Price Per Ton Plant Site \$ **NO BID**
- B. Price Per Ton Delivered \$ **NO BID**
- C. Minimum Delivery **NO BID** Tons
- D. Delivery Schedule **NO BID**

## VIII. ATHLETIC MOUND CLAY (47.5% SAND, 12.3% SILT AND 40.1% CLAY): (APPROXIMATELY 80 TO 120 TONS)

- A. 50 lb. Bag Price Per Bag Delivered: \$ 14.24 /Bag
- Minimum Deliverable Quantity: 40 Bags
- B. Bulk Delivery Per Ton \$ 99.50 /Ton
- Minimum Deliverable Quantity: 23 Tons
- C. City Pick Up at Bidders Site \$ 70.00 /Ton
- D. Product as Bid, Brand Name and Description:  
Turfacer 5 Star Mound Packing Clay

IX. **RAPID DRY FIELD DRYING AGENT OR EQUAL:  
(APPROXIMATELY 600 50LB BAGS)**

- A. 50 lb. Bag Price Per Bag Delivered: \$ 11.49 /Bag  
Minimum Deliverable Quantity: 40 Bags
- B. City Pick Up at Bidders Site \$ 459.40 /Ton
- C. Product as Bid, Brand Name and Description:  
Lesco Aame Saver Drying Agent 50lb. bag

**VENDOR COMPLIANCE**  
**YES NO**

1. Once order is placed by the City of Huntsville, the awarded bidder must deliver products within ~~five~~ business days.

✓       

5-10

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.

**SiteOne Landscape Supply**

**Rosalin Santiago Sr. Bid Rep**

Printed legal name of Bidder

Rosalin Santiago  
Signature

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

8/4/25  
Date

**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

SiteOne Landscape Supply

Doing-Business-As Name of Proposer:

Principal Office Address:

300 Colonial Center Pkwy, Ste 600  
Roswell, GA 30076

Telephone Number:

214-706-9250 ext. 2

Fax Number:

248-581-1433

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:

05-11-2001

Location of incorporation:

DE

The corporation is held:

Publicly ☒ Privately ☐

Names and titles of corporate officers:

Please see attached

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 <input checked="" type="checkbox"/>
If "Yes," Department	_____	
Member of Household City Employee	Yes ____	No <input checked="" type="checkbox"/>
If "Yes," Name (s)	_____	
Anyone associated with your company a City Employee	Yes ____	No <input checked="" type="checkbox"/>
If "Yes," Name (s)	_____	

**3. CONTRACTOR E-VERIFY – NOTICE**

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

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

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

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

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

#### 4. ACKNOWLEDGEMENTS

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

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

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

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

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



Signature of Proposer

Rosalin Santiago

Print or Type Name of Proposer

8-4-25

Date

SiteOne Landscape Supply

Legal Name ~~1385 East 36th Street~~  
Cleveland, Ohio 44114

Mailing Address

City State Zip Code

216-706-9250 248-581-1433

Phone

Fax

bids@SiteOne.com

Email Address

www.Siteone.com

Website Address

## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

**SiteOne Landscape Supply**

- Legal name(s) (include "doing business as", if applicable): \_\_\_\_\_
- City of Huntsville current taxpayer identification number (if available): TP 12213  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>921-162 DE</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Rosalin Santiago Title (if applicable): Sr. Bid Rep  
Type or legibly write name: Rosalin Santiago Date: 8/4/25



# Alabama Secretary of State



SiteOne Landscape Supply LLC	
Entity ID Number	000-921-162
Entity Type	Foreign Limited Liability Company
Principal Address	5610 MCGINNIS FERRY RD ALPHARETTA, GA 30005
Principal Mailing Address	5610 MCGINNIS FERRY RD ALPHARETTA, GA 30005
Status	Exists
Place of Formation	Delaware
Formation Date	05/11/2001
Qualify Date	01/31/2002
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	
Annual Reports	
Report Year	<a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a>
Transactions	
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Transaction Date	10/22/2013
Legal Name Changed From	John Deere Landscapes, Inc.
Transaction Date	10/22/2013
Miscellaneous Filing Entry	CONVERSION FROM F/C FILED
Transaction Date	10/22/2013
Miscellaneous Filing Entry	Conversion Effective 09-25-2013
Transaction Date	10/13/2015

SiteOne Landscape Supply LLC	
Legal Name Changed From	John Deere Landscapes LLC
Transaction Date	05/23/2016
Legal Name Merged	Shemin Nurseries, Inc.
Transaction Date	05/23/2016
Miscellaneous Filing Entry	Merger Effective 02-08-2016 @ 11:59 p.m.
Scanned Documents	
Document Date / Type / Pages	<u>01/31/2002</u> <u>Certificate of Formation</u> <u>2 pgs.</u>
Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent Change</u> <u>1 pg.</u>
Document Date / Type / Pages	<u>10/22/2013</u> <u>Conversion</u> <u>6 pgs.</u>
Document Date / Type / Pages	<u>10/13/2015</u> <u>Articles of Amendment</u> <u>3 pgs.</u>
Document Date / Type / Pages	<u>05/23/2016</u> <u>Merger</u> <u>7 pgs.</u>

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



Company ID Number: 760915

**Approved by:**

<b>Employer</b> SiteOne Landscape Supply, LLC	
<b>Name (Please Type or Print)</b> Kathy E White	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/04/2014
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 03/05/2014



Company ID Number: 760915

### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	SiteOne Landscape Supply, LLC
Company Facility Address	300 Colonial Center Pkwy Ste 600 Roswell, GA 30076
Company Alternate Address	
County or Parish	FULTON
Employer Identification Number	364485550
North American Industry Classification Systems Code	424
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	401

Company ID Number: 760915

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

ALABAMA	7 site(s)
ARKANSAS	1 site(s)
ARIZONA	5 site(s)
CALIFORNIA	37 site(s)
COLORADO	5 site(s)
CONNECTICUT	9 site(s)
DELAWARE	2 site(s)
FLORIDA	48 site(s)
GEORGIA	15 site(s)
IOWA	2 site(s)
IDAHO	3 site(s)
ILLINOIS	13 site(s)
INDIANA	10 site(s)
KANSAS	5 site(s)
KENTUCKY	3 site(s)
LOUISIANA	1 site(s)
MASSACHUSETTS	19 site(s)
MARYLAND	12 site(s)
MAINE	1 site(s)
MICHIGAN	18 site(s)
MINNESOTA	7 site(s)
MISSOURI	7 site(s)
MISSISSIPPI	1 site(s)
NORTH CAROLINA	20 site(s)
NEBRASKA	3 site(s)
NEW HAMPSHIRE	3 site(s)
NEW JERSEY	18 site(s)
NEW MEXICO	1 site(s)
NEVADA	1 site(s)
NEW YORK	15 site(s)
OHIO	15 site(s)
OKLAHOMA	4 site(s)
OREGON	4 site(s)
PENNSYLVANIA	12 site(s)
RHODE ISLAND	1 site(s)
SOUTH CAROLINA	12 site(s)
SOUTH DAKOTA	1 site(s)
TENNESSEE	10 site(s)
TEXAS	25 site(s)
UTAH	4 site(s)
VIRGINIA	11 site(s)
WASHINGTON	5 site(s)
WISCONSIN	5 site(s)





**Company ID Number:** 760915

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

**Name** Samantha McGown  
**Phone Number** (470) 277 - 7110  
**Fax Number** (770) 740 - 8541  
**Email Address** smcgown@siteone.com

**Name** Kathy E White  
**Phone Number** (770) 255 - 2143  
**Fax Number** (770) 740 - 8541  
**Email Address** kewwhite@johndeerelandscapes.com



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement **DATE:** August 13, 2025  
**FROM:** Brian Walker **DEPT:** \_\_\_\_\_  
**BID #:** 73-2025-52 **COMMODITY/SERVICE:** Athletic Infield Products

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** STS Distribution, LLC

**RECOMMENDATION:** It is recommended that STS Distribution be awarded Products I, III, IV, V, and VII, as they were the lowest bidder.

DESCRIPTION	PRICE	UOM	COMMENT
I. Calcined Clay	360.00	Ton	Bulk Delivery - Per Ton (22 -Ton Minimum)
III. Crimson Stone	112.00	Ton	22 -Ton Minimum
IV. Athletic Field Marking Dust	10.25	Bag	50lb Bag - Delivered (240 / 4 Pallet Minimum)
V. Crimson Stone Ultimate II	100.00	Ton	22-Ton Minimum
VII. Topsoil/TopDressing Soil	67.00	Ton	25-Ton Minimum

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

### APPROVALS:

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

**Brian R. Walker** Digitally signed by Brian R. Walker  
Date: 2025.08.13 10:29:24 -05'00'

8/13/2025

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy Date: 2025.08.14 08:57:13 -05'00'

8.14.2025

Procurement Manager

Date

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



**CONTRACT/BID AWARD RECOMMENDATION FORM**  
**Continuation – Page 2**

[illegible]

## APPENDIX F BIDDER PRICING FORM

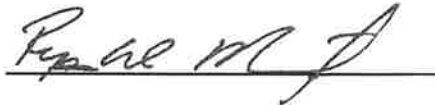
The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. Per Appendix B-Scope of Work & Related Information, bids will be evaluated as a whole. All minimum quantities provided are considered to be estimates only.

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

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

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

**We acknowledge receipt of the following addenda:**



**I. CALCINED CLAY – BURNING ZONE OF 1200°– 1400° Fahrenheit:  
(APPROXIMATELY 30 TO 50 TONS)**

- A. 50 lb. Bag Price Per Bag Delivered: \$ 13.50 /Bag  
Minimum Deliverable Quantity: 160 Bags  
4 Pallets
- B. Bulk Delivery Per Ton \$ 360 /Ton  
Minimum Deliverable Quantity: 22 Tons
- C. Product as Bid, Brand Name and Description:  
Fairball Field Conditioner

**II. VITRIFIED CLAY – BURNING ZONE OF APPROXIMATELY 2000° F:  
(APPROXIMATELY 80 TO 120 TONS)**

- A. 50 lb. Bag Price Per Bag Delivered: \$ 21.75 /Bag  
Minimum Deliverable Quantity: 160 Bags  
4 Pallets
- B. Bulk Delivery Per Ton \$ NA /Ton  
Minimum Deliverable Quantity: NA Tons
- C. Product as Bid, Brand Name and Description:  
Diamond Pro Red

**III. CRIMSOM STONE OR EQUAL:  
(APPROXIMATELY 80 TO 150 TONS)**

**VENDOR COMPLIANCE**  
**YES NO**

1. Natural stone-washed, treated with Z-Blend additive, bulk wet and dry specific gravity of 2.50-2.75.
2. Resistant to abrasion and impact shall be grading of C and loss of C and loss of 40.0 or less as determined by ASTM C131.
3. Colorfast and predominately crimson in color.

✓	_____
✓	_____
✓	_____

- |   |                    |
|---|--------------------|
| A. Bulk Delivery Per Ton  | \$ <u>110</u> /Ton |
| B. Minimum Deliverable Quantity: <u>22</u> Tons                                 |                    |
| C. City Pick Up at Bidders Site   | \$ <u>NA</u> /Ton  |
| D. Product as Bid, Brand Name and Description<br><u>STS ALL PRO Topdressing</u> |                    |

**IV. ATHLETIC FIELD MARKING DUST:  
APPROXIMATELY 800 50 LB BAGS**

- |   |                      |
|---|----------------------|
| A. 50 lb. Bag Price Per Bag Delivered   | \$ <u>10.25</u> /Bag |
| Minimum Deliverable Quantity: <u>240</u> Bags<br><u>4 Pallets</u>                         |                      |
| B. Product as Bid, Brand Name and Description:<br><u>White Stripe Field Marking Chalk</u> |                      |

**V. CRIMSON STONE ULTIMATE II WARNING TRACK  
MATERIAL OR EQUAL:  
(APPROXIMATELY 80 TO 150 TONS)**

**VENDOR COMPLIANCE**  
**YES NO**

1. Have clean, hard, durable particles or fragments of 3/8" minus crimson stone material. Z-Blend additive shall be evenly mixed throughout the material.
2. Have bulk dry specific gravity of 2.50-2.75 and bulk saturated specific gravity of 2.50-2.75. The apparent specific gravity of 2.75-3.00 as determined by ASTM C131.
3. Have resistance to abrasion and impact shall be a grading of C and loss of 40.0 or less determined by ASTM C131.

✓	_____
✓	_____
✓	_____

**VENDOR COMPLIANCE**

	YES	NO
4. Be a washed material and free from clay lumps, organic matter, excessive silt and deleterious material.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Be of sufficient weight as to resist normal winds and normal rainfall without washing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Provide an all-weather surface.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Allow for percolation after compaction.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Be a natural substance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Be predominately crimson in color with approximately +/- 30% dark colors.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Be colorfast.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Be Z-Blended.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A. Bulk Delivery Per Ton	\$ 100	/Ton
B. Minimum Deliverable Quantity: 22		Tons
C. City Pick Up at Bidders Site	\$ NA	/Ton
D. Product as Bid, Brand Name and Description:		
STS Warning Track		

## VII. TOPSOIL/TOP DRESSING SOIL

The purpose of this specification is to describe the requirements for Topsoil to be used by Landscape Management. The City anticipates the purchase of approximately **2500 Cubic Yards** annually and will place orders on an as-needed basis.

	VENDOR COMPLIANCE	
	YES	NO
1. Light brown clayey silty sand 35% fines, 65% fine to medium sand.	<u>✓</u>	<u>      </u>
2. Precept Passing: 35	<u>✓</u>	<u>      </u>
3. ASTM D-1140, "Procedure for amount of materials in soils finer than the No. 200 Sieve", standard.	<u>✓</u>	<u>      </u>
A. Price Per Ton Plant Site \$ <u>NA</u>		
B. Price Per Ton Delivered \$ <u>\$67</u>		
C. Minimum Delivery <u>25</u> Tons		
D. Delivery Schedule <u>delivery per request</u>		

## VIII. ATHLETIC MOUND CLAY (47.5% SAND, 12.3% SILT AND 40.1% CLAY): (APPROXIMATELY 80 TO 120 TONS)

A.	50 lb. Bag Price Per Bag Delivered:	\$ <u>13.50</u> /Bag
	Minimum Deliverable Quantity: <u>160</u> Bags	
B.	Bulk Delivery Per Ton <u>4 Pallets</u>	\$ <u>70</u> /Ton
	Minimum Deliverable Quantity: <u>22</u> Tons	
C.	City Pick Up at Bidders Site	\$ <u>NA</u> /Ton
D.	Product as Bid, Brand Name and Description:	
	<u>STS All Premuim Mound Clay</u>	

**IX. RAPID DRY FIELD DRYING AGENT OR EQUAL:  
(APPROXIMATELY 600 50LB BAGS)**

- A. 50 lb. Bag Price Per Bag Delivered: \$ 12.75 /Bag  
Minimum Deliverable Quantity: 160 Bags  
4 Pallets
- B. City Pick Up at Bidders Site \$ NA /Ton
- C. Product as Bid, Brand Name and Description:  
Play Ball Drying Agent

**VENDOR COMPLIANCE**  
**YES NO**

- I. Once order is placed by the City of Huntsville, the awarded bidder must deliver products within five business days.

✓

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.

Ryan Moriarity

Printed legal name of Bidder



Signature

Ryan Moriarity - Owner/President

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

07/29/2025

Date



**APPENDIX C**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

STS Distribution, LLC

Doing-Business-As Name of Proposer:

STS Distribution, LLC

Principal Office Address:

606 St. Blaise Road

Gallatin, TN 37066

Telephone Number:

615-866-7082

Fax Number:

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X

Corporation Statement

If a corporation, answer the following: **NA**

Date of incorporation:

Location of incorporation:

The corporation is held:

Publicly \_\_\_ Privately \_\_\_

Names and titles of corporate officers:

Partnership Statement

If a partnership, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_ Limited \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture Statement NA**

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

**3. CONTRACTOR E-VERIFY – NOTICE**

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

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

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

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

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

#### 4. ACKNOWLEDGEMENTS

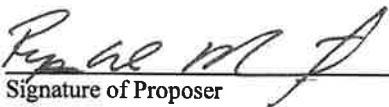
**I hereby certify that I have read and understand the City of Huntsville's General Terms and Conditions. I hereby certify that I agree to comply with all of the General Terms and Conditions of this IFB. I also understand that the General Terms & Conditions are standard and that any contradicting requirements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

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

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

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

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

  
Signature of Proposer

Ryan Moriarity  
Print or Type Name of Proposer

07/29/2025  
Date

STS Distribution, LLC  
Legal Name of Firm

606 St. Blaise Road  
Mailing Address

Gallatin TN 37066  
City State Zip Code

615-866-7082  
Phone Fax

ryan@sportsturfconstruction.com  
Email Address

www.sportsturfconstruction.com  
Website Address

**APPENDIX A**  
**BONDS AND INSURANCE REQUIREMENTS**

STATE OF ALABAMA

COUNTY OF MADISON

**CERTIFICATION**

I am the proprietor or a partner in a business claiming exemption from Worker's Compensation Insurance. I do hereby certify under oath that, as of the date shown below, my company has no more than four (4) employees.

Dated this the 30<sup>th</sup> day of July, 2025

**Ryan Moriarity**

Printed Name

Signature

Sworn to, and subscribed before me, the undersigned Notary Public in and for said County and State, on this the 30<sup>th</sup> day of July, 2025

Notary Public

My Commission Expires: 1/26/2029



## APPENDIX H

### CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

**A. General Information.** Please provide the following information:

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input checked="" type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State: 000987134 1001405207-SLC      Tennessee
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Owner/President  
Type or legibly write name: Ryan Moriarity Date: 07/29/2025

STS DISTRIBUTION, LLC

Entity Type: Limited Liability Company (LLC)  
Formed in: TENNESSEE  
Term of Duration: Perpetual  
Managed By: Member Managed  
Series LLC: No  
Number of Members: 6 or less

Status: Active  
Control Number: 000987134  
Initial Filing Date: 9/26/2018 11:40:00 AM  
Fiscal Ending Month: December  
AR Due Date: 04/01/2026  
Obligated Member Entity: No

<u>Registered Agent</u>	<u>Principal Office Address</u>	<u>Mailing Address</u>
RYAN W. MORIARITY	606 SAINT BLAISE RD	606 SAINT BLAISE RD
606 SAINT BLAISE RD	GALLATIN, TN 37066-4461	GALLATIN, TN 37066-4461
GALLATIN, TN 37066		

AR Standing: Good	RA Standing: Good	Other Standing: Good	Revenue Standing: Good
-------------------	-------------------	----------------------	------------------------

History (13)

Type	Date	Tracking Number	Change History
2024 Annual Report for STS DISTRIBUTION, LLC	6/16/2025 8:48:45 PM	B2025437728	<ul style="list-style-type: none"><li>Annual Report Due Date changed from: 4/1/2025 to: 4/1/2026</li><li>Annual Report Status changed from: Delinquent to: Good</li></ul>
Notice of Determination for STS DISTRIBUTION, LLC	6/10/2025 6:46:35 AM	B2025408013	<ul style="list-style-type: none"><li>Delinquent Annual Report</li></ul>
2023 Annual Report for STS DISTRIBUTION, LLC	1/17/2024 8:23:02 AM	B1493-1528	
2022 Annual Report for STS DISTRIBUTION, LLC	6/14/2023 5:19:41 PM	B1413-5358	
Notice of Determination for STS DISTRIBUTION, LLC	6/2/2023 1:40:29 AM	B1404-0148	
System Amendment for STS DISTRIBUTION, LLC	4/5/2023 1:43:16 AM		
2021 Annual Report for STS DISTRIBUTION, LLC	3/30/2022 4:03:17 PM	B1191-5845	
2020 Annual Report for STS DISTRIBUTION, LLC	4/21/2021 8:14:19 AM	B1021-6866	

System Amendment for STS DISTRIBUTION, LLC	4/15/2021 1:48:26 AM	
2019 Annual Report for STS DISTRIBUTION, LLC	3/31/2020 1:59:56 PM	B0850-2301
2018 Annual Report for STS DISTRIBUTION, LLC	4/15/2019 8:42:22 AM	B0690-9310
System Amendment for STS DISTRIBUTION, LLC	4/4/2019 1:40:32 AM	
Initial Filing for STS DISTRIBUTION, LLC	9/26/2018 11:40:00 AM	B0592-2815



Company ID Number: 2748983



## **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 STS Distribution, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

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





Company ID Number: 2748983

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



Company ID Number: 2748983

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

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

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

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

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

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

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

Company ID Number: 2748983

(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](mailto: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.

## 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:

<b>Employer</b> STS Distribution, LLC	
<b>Name (Please Type or Print)</b> Ryan Moriarity	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/28/2025
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 07/28/2025



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	STS Distribution, LLC
Company Facility Address	606 St. Blaise Rd Gallatin, TN 37066
Company Alternate Address	
County or Parish	SUMNER
Employer Identification Number	832041714
North American Industry Classification Systems Code	444
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



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

TN

1



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

Name	Rvan Moriariv
Phone Number	6155669799
Fax	
Email	rvan@sportsturfconstruction.com



Company ID Number: 2748983



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





Company ID Number: 2748983



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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT SERVICES **DATE:** 8/19/25  
**FROM:** JOHN LANG **DEPT:** GENERAL SERVICES  
**BID #:** 68-2025-14 **COMMODITY/SERVICE:** Chiller Services and Repairs

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Jake Marshall Service, Inc.

**RECOMMENDATION:** The General Services Department recommends Jake Marshall Service, Inc.  
for the the Chiller Services and Repairs bid. Jake Marshall Service, Inc. was the lowest responsible bidder for th

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$135.00	/hr	
Helper	\$95.00	/hr	

**INITIAL PURCHASE:**

**FUNDING SOURCE:** 1000-14-14300-513010-0000000

**TERM OF CONTRACT:** ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

**APPROVALS:**

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

**John Lang**

Digitally signed by John Lang  
Date: 2025.08.19 07:38:02 -05'00'

Department Head

Date

**Tamara M Yancy**

Digitally signed by Tamara M  
Yancy  
Date: 2025.08.19 08:59:39 -05'00'

8.19.2025

Procurement Manager

Date

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



# HUNTSVILLE

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

**Jake Marshall Service, Inc**

in the approximate amount

(Vendor/Contractor Name)

of **As Required** for **Chiller Services and Repairs**

(Contract Amount)

(Project Name)

to be

awarded **August 28, 2025**

(Council Date)

, was let in compliance with the Code, Title 39 and all

other applicable provisions of the law; and, only for the purpose of a civil action as reference in

Code Section 39-5-1(a), the issuance of this certificate shall constitute a presumption that

contract was let in accordance with the laws.

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.08.19 09:51:03 -05'00'

(Signature)

**Penny L Smith**

(Printed Name)

ITS: **Director of Finance**

(Title)

DATE: **8.19.25**

## 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. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. 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.

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: 1

**Total Base** (Based on estimated quantities) \$ 50,000.00

SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Technician	\$135.00	300 HOURS	\$40,500
Helper	\$95.00	100 HOURS	\$9,500
		<b>SUBTOTAL</b>	<b>\$50,000</b>

**\*ALL WORK MUST BE APPROVED BY THE GENERAL SERVICES DEPARTMENT\***

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. 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.



Signature of the Proposer

Keiffer Burch

Print or Type Name of Proposer

8-5-2025

Date

Jake Marshall Service, Inc.

Legal Name of Firm

10422 HWY 36E

Mailing Address

Lacey's Spring, Al. 35754

City, State, Zip Code

kburch@jmservice.com

Email Address



## APPENDIX C DETAILED REQUIREMENTS

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	Vendor Compliance	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2	The contractor shall perform in accordance with all applicable state, local and federal statutes and legal requirements in his performance of the contract.	X	
	<b>C. SCOPE OF SERVICES</b>		
3	A licensed Chiller contractor must provide repair and/or maintenance service on a twenty-four (24) hour a day, seven (7) days a week basis on all Chiller systems (HVAC Controls, HVAC Services and Repairs, and Boilers will be under separate bid). All work shall be started within two (2) hours after notification unless further delay is authorized, and all such work should be completed as soon as possible after commencement. If the City of Huntsville deems any work to be an emergency, work must be started within one (1) hour.	X	
	<b>D. CONTRACTOR REQUIREMENTS</b>		
4	At least three (3) maintenance contracts of a commercial/governmental/institutional nature, still in effect, for Chiller services, maintenance, and repairs.	X	
5	At least four (4) qualified chiller service technicians/mechanics on staff with at least (5) years of field experience or more, individually, servicing, maintaining, and repairing Chillers ranging from 5-tons to 450-tons. The contractor shall submit resumes and references for qualified service technicians who will perform maintenance and service, listing specific experience, training, and provide proof of certifications/qualifications.	X	
6	Must have the necessary tools, software, equipment, knowledge, and certifications to capable of troubleshooting, repairing, servicing, and maintaining Chillers owned or managed by the City.	X	
7	Must be capable of troubleshooting, repairing, servicing and maintaining the following equipment in a factory condition and operation. Manufacturers included but not limited to: <ul style="list-style-type: none"> <li>Carrier – 30RA, 19XRV, 30XA, 30RB, 30HR, 30HW, 30XW, 30XV</li> <li>Trane – CGAN, RTAA, RTAC, RTAF</li> <li>York – YTH</li> <li>JM Fluidics – PZAT</li> </ul>	X	
8	Must be a State Certified Heat and Air Contractor and have a State Refrigeration License	X	
9	Must be in possession of the Environment Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).	X	
10	I have attached as part of my bid copies of the required certifications.		
	<b>E. RESPONSIBILITY OF CONTRACTOR</b>		
11	Obtain all necessary licenses and permits.	X	
12	Provide competent supervision.	X	
13	Provide competent workmen.	X	
14	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	

15	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
16	Must comply with all applicable Federal, State, Local and County Regulations	X	
17	The contractor is responsible for maintaining the premises and surrounding areas free of waste materials and debris resulting from work performed under the Contract. Upon completion of the work, the contractor shall remove all waste, rubbish, tools, equipment, and excess materials from the site. If the contractor fails to clean up as required by the Contract Documents, the City may perform the cleanup, and the contractor shall reimburse the City for all associated costs.	X	
18	If, during the term of the contract and extension (s) thereto, regulations are passed which in order to comply with the contractor is required to purchase or otherwise obtain equipment, which is necessary for the trade, the contractor shall obtain the required equipment at no liability of the City.	X	
19	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.	X	
<b>F. OSHA &amp; LOCK OUT TAG OUT</b>			
20	The contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.	X	
<b>G. ADDITIONAL VENDOR REQUIREMENTS</b>			
<b>CHECK-IN / CHECK-OUT</b>			
21	At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
22	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
23	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
<b>H. REPAIR STATUS, WHEN A DELAY</b>			
24	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
25	In the event the Contractor must leave the site to purchase parts for completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to job site for completion of project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
<b>I. EXECUTION OF WORK</b>			
26	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. When practical, a Purchase Order will be issued to 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,	X	



	the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance.	X	
	<b>J. RESPONSE TIME</b>		
27	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>K. INSPECTION AND ACCEPTANCE</b>		
28	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of the department requesting such services. The name and telephone number of each representative appointed for this contract will be furnished to the contractor in writing prior to commencement of the contract period. The requesting City Department will approve a record of time and materials used for the job as maintained by the contractor and state on the invoice that work has been inspected and accepted.	X	
29	All repairs shall be done in a professional manner inspected by Owner, or any representative Owner selects, including but not limited to the City of Huntsville Inspection Department.	X	
	<b>L. CALL BACK SERVICES</b>		
30	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized. Parts and Labor warranty for replacement parts shall not be less than 90 days.	X	
31	Service Contractor shall warrant new and replacement equipment installations for all labor, parts and equipment for one year unless manufacturer warranty/guarantee is greater.	X	
	<b>M. ALLOWANCE OF IN-HOUSE WORK</b>		
32	No section or portion of this contract shall be construed or interpreted to preclude the city from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	<b>N. MATERIALS &amp; EQUIPMENT</b>		
33	New or added materials or equipment installed shall be invoiced at contractor's actual cost. Contractor must furnish all new materials and necessary equipment required to perform the requested work. Material prices are subject to verification. Materials shall be furnished by the successful bidder unless otherwise directed by the City of Huntsville. Reimbursement for any new or added systems approved by General Services shall be invoiced at Contractor's actual cost to include any and all discounts offered by their supplier.  Such materials, equipment rental, and subcontractor work shall be itemized and billed at the bidders actual cost-plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
34	All subcontractor work/equipment rental must be pre-approved by the Owner.	X	
	<b>O. REFRIGERANT</b>		
35	All refrigerants must be captured or recovered using EPA approved equipment. All refrigerants not contaminated shall be reused. Refrigerant not reused must be disposed of in an EPA approved manner. A copy of all disposal documentation must be submitted with the invoice.	X	

36	Any spillage of exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.	X	
37	All credits for receiving refrigerant shall be credited toward the repair invoice	X	
38	Any contaminated refrigerant installed or reinstalled into equipment which causes damages shall be the Contractor's responsibility to repair such damage and shall be ground to terminate contract.	X	
	<b>P. INVENTORY</b>		
39	See Appendix E	X	
	<b>Q. SUMMARY REPORT</b>		
40	Using a Job Summary Report the contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice #, mark-up with sub-total, grand total. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	<b>R. INVOICING</b>		
41	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 non-stock 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). Invoices shall be submitted in a timely manner.	X	
42	Original invoices shall be submitted at the completion of each job with the following information:  The requesting department Attention: General Services Accounts Payable P. O. Box 308 Huntsville, Alabama 35804 Telephone: 256-427-5660 <a href="mailto:accountspayable@huntsvilleal.gov">accountspayable@huntsvilleal.gov</a>  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary report including work order number	X	
	<b>S. LABOR CHARGES</b>		
43	The City does not pay overtime or holiday pay.	X	
44	The City of Huntsville will not incur any trip or fuel charges under this contract.	X	
	<b>T. TRAVEL TIME</b>		
45	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
46	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
47	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	X	

	the contractor must obtain approval from the requesting department prior to beginning work.	X	
	<b>W. FAILURE FORM</b>		
48	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
49	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	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
50	The City of Huntsville reserves the right to award multiple contracts to additional bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
51	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 contractor shall be liable for all costs to the city in excess of the contract price for the remaining portion of any incomplete job.	X	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
52	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 termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
53	The chosen bidder shall be required to give the City of Huntsville 60 days notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
54	Please provide 3 contact names listing each 24-Hour phone number	X	
55	Name: Keiffer Burch Phone Number: 256-758-9494	X	
56	Name: Dillon Bratton Phone Number: 256-424-2391	X	
57	Name: Heith Williams Phone Number: 256-427-3298	X	
	<b>BB. REFERENCES</b>		
58	Bidder must provide three (3) references from similar maintenance contracts in which your company has held within the past two (2) years.	X	
59	Company Name: UNUM Contact Name: Keith Ellis Address: 1 Fountain Square 2W249, Chattanooga, TN, 37402 Phone Number: (423) 443-5845 E-Mail Address: KEllis@unum.com	X	
60	Company Name: Corker Volunteer Bldg Contact Name: Tom Colins Address: 832 Georgia Ave, Chattanooga, TN, 37405 Phone Number: (423) 756-3628 E-Mail Address: ggaylor@corkervolunteer.com	X	
61	Company Name: MC Properties II, LLC Contact Name: Jack Adams Address: 537 Market St, Suite 400, Chattanooga, TN, 37402 Phone Number: (423) 322-9041 E-Mail Address: moedad@epbfi.com	X	

**APPENDIX D**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Jake Marshall Service, Inc.

Doing-Business-As Name of Proposer:

Principal Office Address:

10422 HWY 36E

Lacey's Spring, Al. 35754

Telephone Number:

256-512-5900

Fax Number:

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

Corporation

X

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

Jan 1984

Location of incorporation:

Chattanooga, Tn

The corporation is held:

Publicly    Privately X

Names and titles of corporate officers:

Danny Daniel Pres & CEO

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  
If "Yes," Department

Yes \_\_\_\_\_ No X

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

Yes \_\_\_\_\_ No X

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

Yes \_\_\_\_\_ No X

## **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

Jake Marshall Service, Inc.

I do hereby certify and represent that this

*(Insert Name of Business)*

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.



Signature of Proposer

Keiffer Burch

Print or Type Name of Proposer

8-5-2025

Date

Jake Marshall Service, Inc.

Legal Name of Firm

10422 HWY 36E

Mailing Address

Lacey's Spring, Al. 35754

City State Zip Code

256-512-5900

Phone

Fax

kburch@jmservice.com

Email Address

jmservice.com

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): Jake Marshall Service, Inc.
- City of Huntsville current taxpayer identification number (if available): 29905 AI  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 62-1212159 TN
<input checked="" type="checkbox"/> Other, please explain: HVAC Lic	Number & State (if a filing entity under state law): 83481

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

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

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

Signature:  Title (if applicable): N AI. GM  
Type or legibly write name: Keiffer Burch Date: 8-5-2025





JAKEMAR-01

KSTEWART

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/1/2025

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

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

<b>PRODUCER</b> Athens Insurance 110 W. Washington Avenue Athens, TN 37303	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> (423) 745-3062	<b>FAX (A/C, No):</b> (423) 745-8888
<b>INSURED</b>  Jake Marshall Service Inc. 611 West Manning Street Chattanooga, TN 37405	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : Sentry Insurance</b>	
	<b>INSURER B : Bridgefield Casualty Ins. Co.</b>	
	<b>INSURER C : Crum &amp; Forster Insurance Compa</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		
<b>NAIC #</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Data Compromise  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			A0180860	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A0180860	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			A0180860	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	196-56077	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	BPP-Replacement Cost			A0180860	10/1/2024	10/1/2025	1,288,000
C	Profess/Poll Liab			PKC115684	10/1/2024	10/1/2025	1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Bid #68-2025-14

Certificate signed using electronic signature and this is intended to be agent signature

## CERTIFICATE HOLDER

## CANCELLATION

City Of Huntsville  
PO Box 308  
Huntsville, AL 35804

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

AUTHORIZED REPRESENTATIVE



# Alabama Secretary of State



Jake Marshall Service, Inc.	
Entity ID Number	000-127-753
Entity Type	Domestic Corporation
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	12/06/1988
Registered Agent Name	WALLACE, HARVEY
Registered Office Street Address	237 OXMOOR CIRCLE SUITE 106 BIRMINGHAM, AL 35209
Registered Office Mailing Address	237 OXMOOR CIRCLE SUITE 106 BIRMINGHAM, AL 35209
Nature of Business	---
Capital Authorized	2,000 NPV
Capital Paid In	---
Incorporators	
Incorporator Name	MARSHALL, MARIE M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	POLLARD, RICHARD L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DANIEL, DANNY K
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	<a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a>

Jake Marshall Service, Inc.	
	<a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
Scanned Documents	
Document Date / Type / Pages	<a href="#">12/06/1988</a> <a href="#">Certificate of Formation</a> <a href="#">6 pgs.</a>

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Company ID Number: 494985



## **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 JAKE MARSHALL SERVICE, 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](mailto: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



**Company ID Number:** 494985

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

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

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

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

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

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





Company ID Number: 494985



## **B. TERMINATION**

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

## **ARTICLE VI PARTIES**

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



**Company ID Number:** 494985

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

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

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

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



Company ID Number: 494985

Approved by:

<b>Employer</b> JAKE MARSHALL SERVICE, INC.	
<b>Name (Please Type or Print)</b> PENNY G GAMBLE	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2012
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 01/25/2012





Company ID Number: 494985

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	JAKE MARSHALL SERVICE, INC.
Company Facility Address	611 WEST MANNING ST. CHATTANOOGA, TN 37405
Company Alternate Address	P.O. BOX 4324 CHATTANOOGA, TN 37405
County or Parish	HAMILTON
Employer Identification Number	621212159
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 494985



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

TN

1



**Company ID Number:** 494985

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

Name	Mandi E Miller
Phone Number	4232667200
Fax	4234211771
Email	mmiller@imservice.com



**Company ID Number:** 494985



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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT SERVICES **DATE:** 8/19/25  
**FROM:** JOHN LANG **DEPT:** GENERAL SERVICES  
**BID #:** 68-2025-14 **COMMODITY/SERVICE:** Chiller Services and Repairs

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Lee Company

**RECOMMENDATION:** The General Services Department recommends Lee Company for the the 2nd on call Chiller Services and Repairs bid. Lee Company was the 2nd lowest responsible bidder for

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$175.00	/hr	
Helper	\$145.00	/hr	

**INITIAL PURCHASE:**

**FUNDING SOURCE:** 1000-14-14300-513010-0000000

**TERM OF CONTRACT:** ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

**APPROVALS:**

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

**John Lang** Digitally signed by John Lang  
Date: 2025.08.19 10:13:30 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.08.19 10:18:18 -05'00'

8.19.2025

Procurement Manager

Date

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



# HUNTSVILLE

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  
**Lee Company - 2nd On Call** in the approximate amount

(Vendor/Contractor Name)

of **As Required** for **Chiller Services and Repairs** to be  
(Contract Amount) (Project Name)

awarded **August 28, 2025**, was let in compliance with the Code, Title 39 and all  
(Council Date)

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

City of Huntsville, Alabama

BY: **Penny L Smith** Digitally signed by Penny L Smith  
Date: 2025.08.19 12:15:02 -05'00'  
(Signature)

**Penny L Smith**  
(Printed Name)

ITS: **Director of Finance**  
(Title)

DATE: **8/19/2025**

## 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. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. 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.

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:**

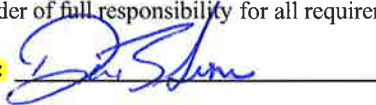
All bonds must be approved by the Mayor and the Clerk of the City of Huntsville. Within fifteen (15) days of the purchase order issuance date, the contractor shall execute the contract and furnish to the OWNER a payment (labor and material) bond and a performance bond. No contract extension will be allowed 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:**



**Total Base** (Based on estimated quantities)

**\$67,000**

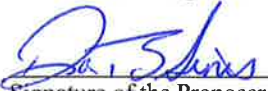
SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Technician	<b>\$175</b>	300 HOURS	<b>\$52,500</b>
Helper	<b>\$145</b>	100 HOURS	<b>\$14,500</b>
		<b>SUBTOTAL</b>	<b>\$67,000</b>

**\*ALL WORK MUST BE APPROVED BY THE GENERAL SERVICES DEPARTMENT\***

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. 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.

  
Signature of the Proposer

**David B. Sims**  
Print or Type Name of Proposer

**07/31/25**  
Date

**LEE COMPANY**  
Legal Name of Firm

**15050 State Hwy. 20**  
Mailing Address

**Madison, AL 35756**  
City, State, Zip Code

**bsims@leecompany.com**  
Email Address

# CHILLERS

## APPENDIX C DETAILED REQUIREMENTS

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	Vendor Compliance	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2	The contractor shall perform in accordance with all applicable state, local and federal statutes and legal requirements in his performance of the contract.	X	
	<b>C. SCOPE OF SERVICES</b>		
3	A licensed Chiller contractor must provide repair and/or maintenance service on a twenty-four (24) hour a day, seven (7) days a week basis on all Chiller systems (HVAC Controls, HVAC Services and Repairs, and Boilers will be under separate bid). All work shall be started within two (2) hours after notification unless further delay is authorized, and all such work should be completed as soon as possible after commencement. If the City of Huntsville deems any work to be an emergency, work must be started within one (1) hour.	X	
	<b>D. CONTRACTOR REQUIREMENTS</b>		
4	At least three (3) maintenance contracts of a commercial/governmental/institutional nature, still in effect, for Chiller services, maintenance, and repairs.	X	
5	At least four (4) qualified chiller service technicians/mechanics on staff with at least (5) years of field experience or more, individually, servicing, maintaining, and repairing Chillers ranging from 5-tons to 450-tons. The contractor shall submit resumes and references for qualified service technicians who will perform maintenance and service, listing specific experience, training, and provide proof of certifications/qualifications.	X	
6	Must have the necessary tools, software, equipment, knowledge, and certifications to capable of troubleshooting, repairing, servicing, and maintaining Chillers owned or managed by the City.	X	
7	Must be capable of troubleshooting, repairing, servicing and maintaining the following equipment in a factory condition and operation. Manufacturers included but not limited to: <ul style="list-style-type: none"> <li>Carrier – 30RA, 19XRV, 30XA, 30RB, 30HR, 30HW, 30XW, 30XV</li> <li>Trane – CGAN, RTAA, RTAC, RTAF</li> <li>York – YTH</li> <li>JM Fluidics – PZAT</li> </ul>	X	
8	Must be a State Certified Heat and Air Contractor and have a State Refrigeration License	X	
9	Must be in possession of the Environment Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).	X	
10	I have attached as part of my bid copies of the required certifications.	X	
	<b>E. RESPONSIBILITY OF CONTRACTOR</b>		
11	Obtain all necessary licenses and permits.	X	
12	Provide competent supervision.	X	
13	Provide competent workmen.	X	
14	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be responsible for any injury to himself, his employees, or others, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	

15	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
16	Must comply with all applicable Federal, State, Local and County Regulations	X	
17	The contractor is responsible for maintaining the premises and surrounding areas free of waste materials and debris resulting from work performed under the Contract. Upon completion of the work, the contractor shall remove all waste, rubbish, tools, equipment, and excess materials from the site. If the contractor fails to clean up as required by the Contract Documents, the City may perform the cleanup, and the contractor shall reimburse the City for all associated costs.	X	
18	If, during the term of the contract and extension (s) thereto, regulations are passed which in order to comply with the contractor is required to purchase or otherwise obtain equipment, which is necessary for the trade, the contractor shall obtain the required equipment at no liability of the City.	X	
19	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.	X	
<b>F. OSHA &amp; LOCK OUT TAG OUT</b>			
20	The contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.	X	
<b>G. ADDITIONAL VENDOR REQUIREMENTS</b>			
<b>CHECK-IN / CHECK-OUT</b>			
21	At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	X	
22	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
23	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
<b>H. REPAIR STATUS, WHEN A DELAY</b>			
24	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
25	In the event the Contractor must leave the site to purchase parts for completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to job site for completion of project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
<b>I. EXECUTION OF WORK</b>			
26	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. When practical, a Purchase Order will be issued to 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,	X	

	the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance.		
	<b>J. RESPONSE TIME</b>		
27	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>K. INSPECTION AND ACCEPTANCE</b>		
28	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of the department requesting such services. The name and telephone number of each representative appointed for this contract will be furnished to the contractor in writing prior to commencement of the contract period. The requesting City Department will approve a record of time and materials used for the job as maintained by the contractor and state on the invoice that work has been inspected and accepted.	X	
29	All repairs shall be done in a professional manner inspected by Owner, or any representative Owner selects, including but not limited to the City of Huntsville Inspection Department.	X	
	<b>L. CALL BACK SERVICES</b>		
30	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized. Parts and Labor warranty for replacement parts shall not be less than 90 days.	X	
31	Service Contractor shall warrant new and replacement equipment installations for all labor, parts and equipment for one year unless manufacturer warranty/guarantee is greater.		
	<b>M. ALLOWANCE OF IN-HOUSE WORK</b>		
32	No section or portion of this contract shall be construed or interpreted to preclude the city from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	<b>N. MATERIALS &amp; EQUIPMENT</b>		
33	New or added materials or equipment installed shall be invoiced at contractor's actual cost. Contractor must furnish all new materials and necessary equipment required to perform the requested work. Material prices are subject to verification. Materials shall be furnished by the successful bidder unless otherwise directed by the City of Huntsville. Reimbursement for any new or added systems approved by General Services shall be invoiced at Contractor's actual cost to include any and all discounts offered by their supplier.  Such materials, equipment rental, and subcontractor work shall be itemized and billed at the bidders actual cost-plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
34	All subcontractor work/equipment rental must be pre-approved by the Owner.	X	
	<b>O. REFRIGERANT</b>		
35	All refrigerants must be captured or recovered using EPA approved equipment. All refrigerants not contaminated shall be reused. Refrigerant not reused must be disposed of in an EPA approved manner. A copy of all disposal documentation must be submitted with the invoice.	X	

36	Any spillage of exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.	X	
37	All credits for receiving refrigerant shall be credited toward the repair invoice	X	
38	Any contaminated refrigerant installed or reinstalled into equipment which causes damages shall be the Contractor's responsibility to repair such damage and shall be ground to terminate contract.	X	
	<b>P. INVENTORY</b>		
39	See Appendix E	X	
	<b>Q. SUMMARY REPORT</b>		
40	Using a Job Summary Report the contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice #, mark-up with sub-total, grand total. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	<b>R. INVOICING</b>		
41	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 non-stock 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). Invoices shall be submitted in a timely manner.	X	
42	Original invoices shall be submitted at the completion of each job with the following information:  The requesting department Attention: General Services Accounts Payable P. O. Box 308 Huntsville, Alabama 35804 Telephone: 256-427-5660 <a href="mailto:accountspayable@huntsvilleal.gov">accountspayable@huntsvilleal.gov</a>  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary report including work order number	X	
	<b>S. LABOR CHARGES</b>		
43	The City does not pay overtime or holiday pay.	X	
44	The City of Huntsville will not incur any trip or fuel charges under this contract.	X	
	<b>T. TRAVEL TIME</b>		
45	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
46	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
47	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	X	

	the contractor must obtain approval from the requesting department prior to beginning work.		
	<b>W. FAILURE FORM</b>		
48	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
49	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	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
50	The City of Huntsville reserves the right to award multiple contracts to additional bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
51	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 contractor shall be liable for all costs to the city in excess of the contract price for the remaining portion of any incomplete job.	X	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
52	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 termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
53	The chosen bidder shall be required to give the City of Huntsville 60 days notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
54	Please provide 3 contact names listing each 24-Hour phone number	X	
55	Name: <b>Josh Garner</b> Phone Number: <b>256-808-9891</b>	X	
56	Name: <b>Zeb Hammond</b> Phone Number: <b>256-945-0034</b>	X	
57	Name: <b>David Farr</b> Phone Number: <b>256-924-6445</b>	X	
	<b>BB. REFERENCES</b>		
58	Bidder must provide three (3) references from similar maintenance contracts in which your company has held within the past two (2) years.	X	
59	Company Name: <b>Huntsville City Schools</b> Contact Name: <b>Wes Brock</b> Address: <b>Huntsville, AL</b> Phone Number: <b>256-479-1817</b> E-Mail Address: <b>darryl.brock@hsv-k12.org</b>	X	
60	Company Name: <b>PPG</b> Contact Name: <b>John Dowdy</b> Address: <b>Huntsville, AL</b> Phone Number: <b>938-200-5003</b> E-Mail Address: <b>jdowdy@ppg.com</b>	X	
61	Company Name: <b>Ultra dba Mitchell Plastic</b> Contact Name: <b>Rodney Johnson</b> Address: <b>Huntsville, AL</b> Phone Number: <b>256-565-2036</b> E-Mail Address: <b>rodney.johnson@mitchellplastics.com</b>	X	

**APPENDIX D  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

**LEE COMPANY**

Doing-Business-As Name of Proposer:

Principal Office Address:

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

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

Telephone Number:

**256-353-1500**

Fax Number:

**NA**

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

Corporation

**X**

Partnership

Individual

Joint Venture

Other (describe):

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

**04/15/1965**

Location of incorporation:

**Tennessee**

The corporation is held:

Publicly        Privately **X**

Names and titles of corporate officers:

**Richard Perko, PE - CEO**

**Robert Lunny - COO**

**Rob Ivy - 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

**LEE COMPANY**

*(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.



Signature of Proposer

**David B. Sims**

Print or Type Name of Proposer

**07/31/25**

Date

**LEE COMPANY**

Legal Name of Firm

**15050 State Hwy. 20**

Mailing Address

**Madison**

City

**AL**

State

**35756**

Zip Code

**256-353-1500**

Phone

Fax

**bsims@leecompany.com**

Email Address

**www.leecompany.com**

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <b>000-861-049 / TN</b>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Dir. of Operations  
Type or legibly write name: David B. Sims Date: 07/31/25



# CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY)

2/27/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	<b>CONTACT NAME:</b>
	<b>PHONE (A/C, No, Ext):</b>
<b>INSURED</b> 1501491 Lee Company 4057 Rural Plains Circle Franklin, TN 37064	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
<b>INSURER B:</b> Starr Indemnity & Liability Company	38318
<b>INSURER C:</b> Travelers Property Casualty Company of America	25674
<b>INSURER D:</b> American Guarantee and Liab. Ins. Co.	26247
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 18381136**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 3537803-02	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 3537804-02	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	SXS-1389867-03	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3537802-02	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability	N	N	1000588841251	3/1/2025	3/1/2026	\$15,000,000 per Occurrence/Aggregate
C	Inland Marine	N	N	QT-630-5T394871-TIL-25	3/1/2025	3/1/2026	See Attachment

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

RE: Any and all work

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**18381136**Lee Company  
4057 Rural Plains Circle  
Franklin TN 37064

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

AUTHORIZED REPRESENTATIVE

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# Alabama Secretary of State



Lee Company Of Tennessee, Inc.	
Entity ID Number	000-861-049
Legal Name in Place of Origin	Lee Company
Entity Type	Foreign Corporation
Principal Address	322 WILHAGAN DR NASHVILLE, TN
Principal Mailing Address	322 WILHAGAN DR NASHVILLE, TN
Status	Exists
Place of Formation	Tennessee
Formation Date	
Qualify Date	08/14/1979
Registered Agent Name	NATIONAL REGISTERED AGENTS INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	<a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
Transactions	
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	12/29/1983
Fictitious Name Changed From	* Added
Transaction Date	12/29/1983

Lee Company Of Tennessee, Inc.	
Legal Name Changed From	Lee Refrigeration Company
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	07/01/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2011
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	06/25/2013
Registered Agent Changed From	NATIONAL REGISTERED AGENTS INC. 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	<a href="#">08/08/1983 Registered Agent Change</a> 1 pg.
Document Date / Type / Pages	<a href="#">12/29/1983 Legal Name Change</a> 1 pg.
Document Date / Type / Pages	<a href="#">03/08/2010 Registered Agent Change</a> 1 pg.
Document Date / Type / Pages	<a href="#">07/01/2011 Registered Agent Change</a> 2 pgs.
Document Date / Type / Pages	<a href="#">06/25/2013 Registered Agent Change</a> 2 pgs.

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Company ID Number: 214021

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

**Approved by:**

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



Company ID Number: 214021

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





Company ID Number: 214021

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

AL	1
KY	1
TN	3



**Company ID Number:** 214021

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

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

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

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

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



Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 8/13/25  
FROM: JOHN LANG DEPT: GENERAL SERVICES  
BID #: 70-2025-14 COMMODITY/SERVICE: Painting Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Shattuck Painting

RECOMMENDATION: The General Services Department recommends Shattuck Painting for the Painting Services bid. Shattuck Painting was the lowest bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
Laborer	\$40	/hour	
Helper	\$35	/hour	

**INITIAL PURCHASE:**

FUNDING SOURCE: 1000-14-14300-513010-0000000

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

**APPROVALS:**

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

**John Lang** Digitally signed by John Lang  
Date: 2025.08.13 08:15:00 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.08.13 09:08:08 -05'00'

8.13.2025

Procurement Manager

Date

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



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

**Shattuck Painting** \_\_\_\_\_ in the approximate amount  
(Vendor/Contractor Name)

of As Required for **Painting Services** \_\_\_\_\_ to be  
(Contract Amount) (Project Name)

awarded August 28, 2025, was let in compliance with the Code, Title 39 and all  
(Council Date)

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

City of Huntsville, Alabama

BY: Penny L. Smith  
(Signature)

Penny L Smith  
(Printed Name)

ITS: Director of Finance  
(Title)

DATE: 8/13/2025

## 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. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. 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.

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: \_\_\_\_\_

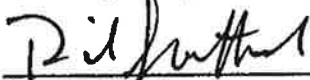
**Total Base** (Based on estimated quantities) \$ 75,000.00

Description	Hourly Rate	Estimated Annual Quantity	Subtotal
Laborer, per hour	\$ 40.00	1,000 HR	\$ 40,000
Helper, per hour	\$ 35.00	1,000 HR	\$ 35,000
<b>TOTAL</b>			<b>\$ 75,000</b>

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

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.

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



Signature of the Proposer

David Shattuck

Print or Type Name of Proposer

8/11/25

Date

Shattuck Inc.

Legal Name of Firm

2500 Roland Rd.

Mailing Address

Humsville AZ 35805

City, State, Zip Code

David@shattuckpainting.com

Email Address

# **APPENDIX C DETAILED REQUIREMENTS**

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	X	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	X	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	X	
4.	The bidder must have a State of Alabama General Contractors license. General Contractors License Number:	X	
	<b>D. SCOPE OF SERVICES</b>		
5.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	X	
I.	<b>GENERAL</b>		
6.	All paints and similar materials shall be mixed in approved containers of adequate capacity. All paint shall be stirred thoroughly before being taken from the containers, kept stirred while using and already mixed paint shall be applied exactly as received from the manufacturer without addition of any kind of drier or thinner, unless approved by the General Services Department. If material has thickened or must be diluted for application, the coating shall be built up to the same dry film thickness achieved with undiluted materials.	X	
7.	Only skilled painters shall be used on the work and specialists shall be employed, where required. Finish surfaces shall not show brush marks or other irregularities.	X	
8.	Paint shall only be applied during reasonable climate conditions that will not jeopardize the integrity of the paint job.	X	
9.	The contractor is responsible for preparing the surface to be painted using industry standards. Any surface not properly prepared must be corrected without additional cost to the City. The finish work shall be uniform in color and gloss without sags or skips.	X	
II.	<b>SURFACE PREPERATION</b>		
A.	<b>General</b>		
10.	Surface preparation is the responsibility of the painting contractor. Existing surfaces shall be properly prepared prior to painting. Preparation includes cleaning, filling cracks and holes, wire brushing, sanding and other preparation as specified or as required. All surfaces shall be dry before paint is applied. Dull glossy surfaces and remove grease and oils with suitable solvents. All doors, frames, pipes and wall surfaces to be painted shall be wiped clean. Dust off all residues from surface before painting. Sand and feather thick edges of remaining paint from peeled areas and blend in texture prior to painting.	X	
B.	<b>Masonry Surfaces (Concrete, Concrete Block, Plastic, Stucco, etc.)</b>		
11.	Masonry surfaces and the exterior walls shall be cleaned to remove all loose and foreign matter, oils, grease, loosely adhering paint, mildew, etc. When necessary, pressure wash	X	



Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	all exterior surfaces including brick. A solution of detergent and chemicals may need to be used to clean surfaces.	X	
12.	Masonry cracks shall be properly scored to remove loose materials down to competent masonry. Hairline cracks and cracks less than 1/6 inch shall be filled with a brush coat of material recommended by the paint manufacturer. Cracks great than 1/8 inch, must be brought to the attention of the General Services Department. Recommendations must be made to address these cracks including remedies for each, according to industry standards.	X	
C.	<b>Wood Surfaces</b>		
13.	All new wood surfaces and surfaces to receive paint for the first time shall be primed using machine tool or chemical methods to provide a smooth surface ready to receive and hold the specified paint. Cracks and nail holes shall be properly filled and smoothed. Finish on exposed wood shall be sandpapered to a fine finish and wiped clean of dust. Apply sealant to all wood-to-wood joints on woodwork when necessary.	X	
D.	<b>Sealants and Caulks</b>		
14.	Sealer and caulk must be applied using the manufacturer's recommendations.	X	
E.	<b>Steel Surfaces</b>		
15.	Steel surfaces shall be mechanically brushed to remove all loose paint and rust. Surfaces shall be solvent washed to remove all dirt, grease, and foreign matter. Surfaces shall be prepared in accordance with the requirements of the manufacturer for the approved rust inhibitive primer to be applied. Abrate glossy surfaces. All surfaces must be free of rust or brought to the attention of the General Services Department.	X	
F.	<b>Windows, Doors, Air Conditioners, Electrical Boxes, Pipes, Vents, and other Thru-Wall Penetrations</b>		
16.	All masonry to metal window and door caulk shall be checked. If found cracked, or otherwise unacceptable, it shall be removed and replaced with an approved sealant or caulk for the particular application. If a backer rod is needed, it shall be furnished and installed. Wipe metal clean before applying caulks. Tool all sealant as per manufacturer's specifications.	X	
G.	<b>Gypsum Wallboard</b>		
17.	Repair all niches, scratches, void any imperfections and smooth out with multiple coats of spackling compound as needed.	X	
H.	<b>Surfaces Not To Be Painted</b>		
18.	Except for items included in the finish schedule, do not paint metal louvers, metal canopy, aluminum railings, and floors. Other surfaces not to be painted shall be thoroughly covered with drop clothes, masking tape, masking paint or other materials as protection from paint.	X	
I.	<b>All Other Surfaces</b>		
19.	Prepare all surfaces as per paint manufacturer's label instructions.	X	
III.	<b>PAINT FINISH SCHEDULE</b>	X	
A.	<b>Interior Surfaces</b>	X	
20.	Walls and ceilings: On surfaces that have not been painted - one coat primer and two coats paint must be applied unless approved by the General Services Department. On existing painting surfaces the discretion of the General Services Department will apply concerning the number of coats. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately.	X	
AA.	<b>Wood Doors and Trim - Painted</b>		
21.	On new surfaces that have never received paint, use one coat primer - and two coats paint. On existing painting surfaces the discretion of the General Services Department will apply concerning the number of coats. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
AB.	<b>Wood Doors – Clear Finish</b>	X	
22.	Two coats varnish or other material and coats the General Services Department specifies.	X	
AC.	<b>Metal Door Jams</b>		
23.	On materials that have not received paint before one use coat primer and two coats paint. On existing painting surfaces the discretion of the General Services Department will apply concerning the number of coats. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately.	X	
AD.	<b>Stairwell Metal</b>		
24.	On materials that have not received paint before, use one coat primer – and two coats paint. On existing painting surfaces the discretion of the General Services Department will apply concerning the number of coats. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately.	X	
B.	<b>EXTERIOR SURFACES</b>		
BA.	<b>Masonry and Walls</b>		
25.	One coat surface conditioner, and two coats of paint must be applied to the surface. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately.	X	
BB.	<b>Brick</b>		
26.	One coat clear brick sealer. Reapply 2 <sup>nd</sup> coat to any dry areas after testing. Other applied material must be applied and specified by the General Services Department.	X	
BC.	<b>Gutters and Downspouts</b>		
27.	On materials that have not received paint before, use one coat primer and two coats paint. On existing painting surfaces the discretion of the General Services Department will apply concerning the number of coats. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately. Rust areas must be brought to the attention of the General Services Department.	X	
BD.	<b>Trim, Exterior Wood, Rails, Miscellaneous Wood</b>		
28.	On materials that have not received paint before, use one coat primer and two coats paint. On existing surfaces two coats of paint must be utilized. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately	X	
BE.	<b>Exterior / Interior Metal (Pipes, Electrical Boxes, Doors, etc.) (Ferrous Metal)</b>		
29.	On materials that have not received paint before use one coat primer and two coats paint. On existing painting surfaces the discretion of the General Services Department will apply concerning the number of coats. If the contractor feels that the number of coats is not enough to cover the material to be painted, they must contact the General Services Department immediately. Rust areas must be brought to the attention of the General Services Department.	X	
BF.	<b>Application</b>		
30.	Application of paint materials may be made by brush or roller, in conformity to the manufacturer's instructions, which are hereby made a part of the specifications. Spraying of surfaces will be permitted if authorized by the City of Huntsville General Services Department.	X	
BG.	<b>Dry Film Thickness</b>		
31.	Sufficient material shall be applied to result in a dry film thickness that meets or exceeds the specified minimum dry film thickness. Deficiencies in film thickness shall be corrected by the application of an additional coat(s) of paint.	X	
BH.	<b>Drying Time</b>		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
32.	The minimum drying time between coats shall be at least that prescribed in the coating manufacturer's recommendations, longer if weather conditions retard proper curing.	X	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
33.	Bidders have three years of experience in Painting Services and possess all tools of the trade.	X	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
34.	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.	X	
35.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	X	
36.	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 (1) skilled laborer will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	X	
37.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	X	
38.	The contractor must provide competent workmen and supervision.		
39.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	X	
40.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	X	
41.	Tools of the trade should be provided by the contractor including but not limited to: Brushes, Roller Frames, Roller Covers, Drop Clothes, Roller Trays, Roller Screens, Caulking Guns, Extension Handles, Pole Sander, Step Ladders, Extension Ladders, Extension Plan, Putty Knife, 5-in-1 Tool, Spray Unit and Pressure Washer.	X	
42.	The contractor must clean up and remove all cans, chemicals and debris of the job site in accordance with all local disposal regulations.	X	
	<b>G. BACKGROUND CHECKS</b>		
43.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	X	
	<b>H. OSHA &amp; LOCK OUT TAG OUT</b>		
44.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	X	
	<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>		
45.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods:	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service.</p> <p>b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.</p> <p>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.</p>	X	
46.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	X	
47.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	X	
	<b>J. REPAIR STATUS, WHEN A DELAY</b>		
48.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	X	
49.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	X	
	<b>K. EXECUTION OF WORK</b>		
50.	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) laborer will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another laborer or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	X	
51.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	X	
	<b>L. RESPONSE TIME</b>		
52.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	X	
53.	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.	X	
54.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>M. INSPECTION AND ACCEPTANCE</b>		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
55.	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 contactor, and state on the invoice that they inspected and accepted the work performed.	X	
	<b>N. CALL BACK SERVICES</b>		
56.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	X	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
57.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
58.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.  Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
59.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	X	
60.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	X	
	<b>Q. SUMMARY REPORT</b>		
61.	Contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	X	
	<b>R. INVOICING</b>		
62.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	X	
63.	Original invoices shall be submitted at the completion of each job with the following information:		

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<p>City of Huntsville Attn: General Services Accounts Payable P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5660 accountspayable@huntsvilleal.gov</p> <p>1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Work Order # 5. Bid Number 6. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 8. A job summary report including work order number</p>	X	
64.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	X	
	<b>S. LABOR CHARGES</b>		
65.	The City does not pay overtime or holiday pay.	X	
66.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	X	
	<b>T. TRAVEL TIME</b>		
67.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
68.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
69.	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.	X	
	<b>W. FAILURE FORM</b>		
70.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
71.	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	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
72.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	X	
	<b>Y. TERMINATION FOR DEFAULT</b>		
73.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	X	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
74.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	X	
75.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	X	
	<b>AA. 24 HOUR CONTACT</b>		
76.	Provide 3 contact names listing each 24-hour phone numbers.		
77.	Contact #1: <i>Forrest Shattuck</i> Name: Phone Number(s): <i>1-256-759-8912</i>	X	
78.	Contact #2: <i>David Shattuck</i> Name: Phone Number(s): <i>1-256-759-8912</i>		
79.	Contact #3: <i>HALEY HANSKIEWICZ</i> Name: Phone Number(s): <i>1-256-714-6530</i>		
	<b>BB. REFERENCES</b>		
80.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
81.	Company Name: <i>Huntsville City Schools</i> Contact Name: <i>Billy Priest</i> Address: <i>714 Bob Wallace Ave. SW</i> Phone Number: <i>256-428-8341</i> E-mail Address: <i>william.priest@hsv-k12.org</i> <i>Huntsville, AL 35801</i>		
82.	Company Name: <i>Crestwood Medical Center</i> Contact Name: <i>Horace Dover</i> Address: <i>One Hospital Drive</i> Phone Number: <i>256-429-5508</i> E-mail Address: <i>horace.dover@crestwoodmedicalcenter.com</i> <i>Huntsville, AL 35801</i>		
83.	Company Name: <i>Wallace Construction</i> Contact Name: <i>Heath Wallace</i> Address: <i>P.O. Box 247</i> Phone Number: <i>256-715-8101</i> E-mail Address: <i>heath@wallace.biz</i> <i>Huntsville, AL 35804</i>		

**APPENDIX D  
BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Shattuck, Inc.

Doing-Business-As Name of Proposer:

Shattuck Painting

Principal Office Address:

2500 Roland Rd.  
Huntsville, AL 35805

Telephone Number:

256 539 4433

Fax Number:

256 539 4474

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

Corporation X

Partnership       

Individual       

Joint Venture       

Other (describe):       

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 3/15/05

Location of incorporation: Madison County

The corporation is held: Publicly        Privately X

Names and titles of corporate officers:

David Shattuck : President

Partnership Statement

If a partnership, answer the following:



Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
The partnership is: General \_\_\_ Limited \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: \_\_\_\_\_  
Location of organization: \_\_\_\_\_  
JV Agreement recorded? Yes \_\_\_ No \_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

City Employee  
If "Yes," Department Yes \_\_\_ No X

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

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

**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

Shattuck Painting

(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.



Signature of Proposer

David Shattuck

Print or Type Name of Proposer

8/11/25

Date

Shattuck Inc

Legal Name of Firm

2500 Roland Rd

Mailing Address

Huntsville AL 35805

City

State

Zip Code

256 539 4433 | 256 539 4474

Phone

Fax

david@shattuckpainting.com

Email Address

N/A

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): Shattuck Inc. DBA Shattuck Painting
- City of Huntsville current taxpayer identification number (if available): 29362  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>000-240-343 Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: David Shattuck Title (if applicable): President  
Type or legibly write name: David Shattuck Date: 8/11/25

Company ID Number: 437347

**Approved by:**

<b>Employer</b> Shattuck, Inc.	
<b>Name (Please Type or Print)</b> David F Shattuck	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/04/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/04/2011

Company ID Number: 437347

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name	Shattuck, Inc.
Company Facility Address	2500 Roland Road Huntsville, AL 35805
Company Alternate Address	
County or Parish	MADISON
Employer Identification Number	202502938
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

**Company ID Number:** 437347

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

AL

1

**Company ID Number:** 437347

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

Name Jov Westenhofer  
Phone Number 2565394433  
Fax 2565394474  
Email mark\_spc@bellsouth.net

Name David F Shattuck  
Phone Number 2565394433  
Fax 2565394474  
Email david@shattuckpainting.com





# Alabama Secretary of State



<b>Shattuck, Inc.</b>	
Entity ID Number	000-240-343
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	03/15/2005
Registered Agent Name	SHATTUCK, DAVID F
Registered Office Street Address	2500 ROLAND RD HUNTSVILLE, AL 35805-4148
Registered Office Mailing Address	2500 ROLAND RD HUNTSVILLE, AL 35805-4148
Nature of Business	MANAGE/OPERATE PAINTING CONTRACTOR SERVICES
Capital Authorized	\$1,000
Capital Paid In	---
<b>Incorporators</b>	
Incorporator Name	SHATTUCK, FORREST BERNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
<b>Annual Reports</b>	
Report Year	<a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
<b>Transactions</b>	
Transaction Date	09/08/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/08/2017
Registered Agent Changed From	SHATTUCK, FORREST BERNARD 2500 ROLAND RD HUNTSVILLE, AL 35805

Shattuck, Inc.	
Scanned Documents	
Document Date / Type / Pages	<a href="#">03/15/2005 Certificate of Formation</a> <a href="#">6 pgs.</a>
Document Date / Type / Pages	<a href="#">09/08/2017 Registered Agent Change</a> <a href="#">2 pgs.</a>

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# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** PROCUREMENT SERVICES **DATE:** 8/5/25  
**FROM:** JOHN LANG **DEPT:** GENERAL SERVICES  
**BID #:** 69-2025-14 **COMMODITY/SERVICE:** HVAC Services

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Pro Air Services, Inc.

**RECOMMENDATION:** The General Services Department recommends Pro Air Services, Inc.  
for the the HVAC Services bid. Pro Air Services, Inc. was the lowest bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$85.00	/hr	
Helper	\$68.00	/hr	

**INITIAL PURCHASE:**

**FUNDING SOURCE:** 1000-14-14300-513010-0000000

**TERM OF CONTRACT:** ☐ One Time  
☒ One Year w/ Additional One Year Extensions as Allowable by State Law  
☐ One Year  
☐ Three Months  
☐ Other (Explain)

**APPROVALS:**

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

**John Lang** Digitally signed by John Lang  
Date: 2025.08.05 14:40:23 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.08.05 16:30:09 -05'00'

8.5.2025

Procurement Manager

Date

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



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

Pro-Air Services, Inc. \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of As Required for HVAC Services and Repairs  
(Contract Amount) (Project Name)

to be awarded August 28, 2025,  
(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** Digitally signed by Penny L Smith  
Date: 2025.08.13 09:26:21 -05'00'  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 08/13/2025

## 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. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. 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.

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: 1

**Total Base** (Based on estimated quantities)

\$ 204,000.00

SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Technician	85.00	2000 HOURS	170,000.00
Helper	68.00	500 HOURS	34,000.00
		<b>SUBTOTAL</b>	<b>204,000.00</b>

**\*ALL WORK MUST BE APPROVED BY THE GENERAL SERVICES DEPARTMENT\***

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. Actual amounts will be subject purchase orders issued.

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

  
Signature of the Proposer

Calvin Colbert  
Print or Type Name of Proposer

8/4/2025  
Date

Pro-Air Services Inc.  
Legal Name of Firm

PO Box 5054  
Mailing Address

Decatur, AL 35601  
City, State, Zip Code

calvinc@pro-air.net  
Email Address

**APPENDIX C  
DETAILED REQUIREMENTS**

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	Vendor Compliance	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
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.	Y	
	<b>B. LAW AND REGULATIONS</b>		
2	The contractor shall perform in accordance with all applicable state, local and federal statutes and legal requirements in his performance of the contract.	Y	
	<b>C. SCOPE OF SERVICES</b>		
3	A licensed HVAC contractor must provide repair and/or maintenance service on a twenty-four (24) hour a day, seven (7) days a week basis on HVAC systems (HVAC Controls, Chillers, and Boilers will be under separate bid). All work shall be started within two (2) hours after notification unless further delay is authorized, and all such work should be completed as soon as possible after commencement. If the City of Huntsville deems any work to be an emergency, work must be started within one (1) hour.	Y	
	<b>D. CONTRACTOR REQUIREMENTS</b>		
4	At least three (3) maintenance contracts of a commercial/governmental/institutional nature, still in effect, on commercial type of air conditioning equipment.	Y	
5	At least six (6) qualified service technicians on staff with at least (5) years of field experience or more, individually, on commercial air conditioning equipment and systems, VRV/VRF systems, and DDC and in possession of the Environment Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990). The contractor shall submit resumes and references for qualified service technicians who will perform maintenance and service, listing specific experience, training, and provide proof of certifications/qualifications.	Y	
6	Must be able to troubleshoot, repair, and/or replace VFDs, line starters, motor controls, and ECM motors. To include but not limited to, programming and commissioning.	Y	
7	Must have tools, equipment, and experience to troubleshoot and repair VRV/VRF systems.	Y	
8	Must be a State Certified Heat and Air Contractor and have a State Refrigeration License	Y	
9	Must be a State Certified Gas Fitter.	Y	
10	I have attached as part of my bid copies of the required certifications.	Y	
	<b>E. RESPONSIBILITY OF CONTRACTOR</b>		
11	Obtain all necessary licenses and permits.	Y	
12	Provide competent supervision.	Y	
13	Provide competent workmen.	Y	
14	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be 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.	Y	
15	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	Y	
16	Must comply with all applicable Federal, State, Local and County Regulations	Y	
17	The contractor is responsible for maintaining the premises and surrounding areas free of waste materials and debris resulting from work performed under the Contract. Upon completion of the work, the contractor shall remove all waste, rubbish, tools, equipment,	Y	



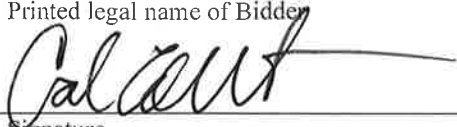
	and excess materials from the site. If the contractor fails to clean up as required by the Contract Documents, the City may perform the cleanup, and the contractor shall reimburse the City for all associated costs.	Y	
18	If, during the term of the contract and extension (s) thereto, regulations are passed which in order to comply with the contractor is required to purchase or otherwise obtain equipment, which is necessary for the trade, the contractor shall obtain the required equipment at no liability of the City.	Y	
19	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.	Y	
<b>F. OSHA &amp; LOCK OUT TAG OUT</b>			
20	The contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.	Y	
<b>G. ADDITIONAL VENDOR REQUIREMENTS</b>			
<b>CHECK-IN / CHECK-OUT</b>			
21	At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	Y	
22	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	Y	
23	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	Y	
<b>H. REPAIR STATUS, WHEN A DELAY</b>			
24	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	Y	
25	In the event the Contractor must leave the site to purchase parts for completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to job site for completion of project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	Y	
<b>I. EXECUTION OF WORK</b>			
26	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. When practical, a Purchase Order will be issued to 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.	Y	
<b>J. RESPONSE TIME</b>			
27	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	Y	

	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.	Y	
	<b>K. INSPECTION AND ACCEPTANCE</b>		
28	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of the department requesting such services. The name and telephone number of each representative appointed for this contract will be furnished to the contractor in writing prior to commencement of the contract period. The requesting City Department will approve a record of time and materials used for the job as maintained by the contractor and state on the invoice that work has been inspected and accepted.	Y	
29	All repairs shall be done in a professional manner inspected by Owner, or any representative Owner selects, including but not limited to the City of Huntsville Inspection Department.	Y	
	<b>L. CALL BACK SERVICES</b>		
30	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized. Service Contractor shall warrant new and replacement equipment installations for all labor, parts and equipment for one year unless manufacturer warranty/guarantee is greater. Parts and Labor warranty for replacement parts shall not be less than 90 days.	Y	
	<b>M. ALLOWANCE OF IN-HOUSE WORK</b>		
31	No section or portion of this contract shall be construed or interpreted to preclude the city from accomplishing any task or undertaking any operation or project utilizing its own work force.	Y	
	<b>N. MATERIALS &amp; EQUIPMENT</b>		
32	New or added materials or equipment installed shall be invoiced at contractor's actual cost. Contractor must furnish all new materials and necessary equipment required to perform the requested work. Material prices are subject to verification. Materials shall be furnished by the successful bidder unless otherwise directed by the City of Huntsville. Reimbursement for any new or added systems approved by General Services shall be invoiced at Contractor's actual cost to include any and all discounts offered by their supplier.  Such materials, equipment rental, and subcontractor work shall be itemized and billed at the bidders actual cost plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	Y	
33	All subcontractor work/equipment rental must be pre-approved by the Owner.	Y	
	<b>O. REFRIGERANT</b>		
34	All refrigerants must be captured or recovered using EPA approved equipment. All refrigerants not contaminated shall be reused. Refrigerant not reused must be disposed of in an EPA approved manner. A copy of all disposal documentation must be submitted with the invoice.	Y	
35	Any spillage of exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.	Y	
36	All credits for receiving refrigerant shall be credited toward the repair invoice	Y	
37	Any contaminated refrigerant installed or reinstalled into equipment which causes damages shall be the Contractor's responsibility to repair such damage and shall be ground to terminate contract.	Y	

	<b>P. INVENTORY</b>		
38	See Appendix E	Y	
	<b>Q. SUMMARY REPORT</b>		
39	Using a Job Summary Report the contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice #, mark-up with sub-total, grand total. Attach all copies of tickets/work orders/invoices to the Summary Report.	Y	
	<b>R. INVOICING</b>		
40	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 non-stock 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). Invoices shall be submitted in a timely manner.	Y	
41	<p>Original invoices shall be submitted at the completion of each job with the following information:</p> <p>The requesting department  Attention: General Services Accounts Payable  P. O. Box 308  Huntsville, Alabama 35804  Telephone: 256-427-5660  Accounts payable@huntsvilleal.gov</p> <ol style="list-style-type: none"> <li>1. Name and address of Contractor</li> <li>2. Invoice date</li> <li>3. Invoice #</li> <li>4. Work Order #</li> <li>5. Bid Number</li> <li>6. Description, quantity, unit of measure, unit price and extended price of services performed for each location.</li> <li>7. Name, title, phone number and mailing address of person to be notified in event of a defective invoice.</li> <li>8. A job summary report including work order number</li> </ol>	Y	
	<b>S. LABOR CHARGES</b>		
42	The City does not pay overtime or holiday pay.	Y	
43	The City of Huntsville will not incur any trip or fuel charges under this contract.	Y	
	<b>T. TRAVEL TIME</b>		
44	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	Y	
	<b>U. HOUR ROUNDING</b>		
45	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	Y	
	<b>V. EXCESS PROJECT AMOUNT</b>		
46	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work.	Y	
	<b>W. FAILURE FORM</b>		
47	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	Y	

48	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification.	Y	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
49	The City of Huntsville reserves the right to award multiple contracts to additional bidders/contractors to ensure that the needs of the City are being achieved.	Y	
	<b>Y. TERMINATION FOR DEFAULT</b>		
50	The contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event, services are not performed, as required in the contract, the City may have the service performed by others and contractor shall be liable for all costs to the city in excess of the contract price for the remaining portion of any incomplete job.	Y	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>	Y	
51	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The contractor will be paid for all labor and material provided as of termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	Y	
52	The chosen bidder shall be required to give the City of Huntsville 60 days notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	Y	
	<b>AA. 24 HOUR CONTACT</b>		
53	Please provide 3 contact names listing each 24-Hour phone number		
54	Name: Calvin Colbert Phone Number: 256-353-4446 or 256-318-3163	Y	
55	Name: Brent Phillips Phone Number: 256-353-4446 or 256-497-9258	Y	
56	Name: Paul Trowbridge Phone Number: 256-353-4446 or 256-520-3607	Y	
	<b>BB. REFERENCES</b>		
57	Bidder must provide three (3) references from similar maintenance contracts in which your company has held within the past two (2) years.		
58	Company Name: Huntsville Hospital Contact Name: Jamie English Address: 101 Sively Rd SW, Huntsville, AL 35801 Phone Number: 256-751-4035 E-Mail Address: jamison.english@hhsys.org	Y	
59	Company Name: Navistar Contact Name: Mark Bacon Address: PO Box 59007, Knoxville, TN 37950 Phone Number: 256-774-6655 E-Mail Address: mark.bacon@international.com	Y	
60	Company Name: St. Gobain Contact Name: Shelley Barton Address: 219 Cap Adkins Rd, Huntsville, AL 35803 Phone Number: 254-913-9743 E-Mail Address: shelley.barton@saint-gobain.com	Y	

This Detailed Requirements Checklist Form is hereby submitted by the undersigned:

Calvin Colbert  
 Printed legal name of Bidder  
  
 Signature

Pro-Air Services, Inc  
 Printed name of individual/corporate officer/general partner/joint venturer AND Title  
 5/24/2025  
 Date

**APPENDIX D**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

Pro-Air Services, Inc

Doing-Business-As Name of Proposer:

Same as above -

Principal Office Address:

4002 Marie Avenue  
Huntsville, AL 35811

Telephone Number:

256-353-4446

Fax Number:

256-584-7003

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

Corporation

X

Partnership

\_\_\_\_\_

Individual

\_\_\_\_\_

Joint Venture

\_\_\_\_\_

Other (describe):

\_\_\_\_\_

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

October 26, 1995

Location of incorporation:

State of Alabama

The corporation is held:

Publicly \_\_\_ Privately X

Names and titles of corporate officers:

Marshall Putman - Owner

Brent Phillips - Vice President/COO

Partnership Statement

If a partnership, answer the following:

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

n/a

General \_\_\_ Limited \_\_\_

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

n/a

#### Joint Venture Statement

If a Joint Venture, answer the following:

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

n/a

Yes \_\_\_ No \_\_\_

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

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

n/a

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

City Employee  
If "Yes," Department

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Proof Attached

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

Pro-Air Services, Inc.  
(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.

Cal Colbert

Signature of Proposer

Calvin Colbert

Print or Type Name of Proposer

8/4/2025

Date

Pro-Air Services, Inc.

Legal Name of Firm

PO Box 5054

Mailing Address

Decatur, AL 35601

City State Zip Code

256-353-4446 / 256-584-7003

Phone

Fax

calvinc@pro-air.net

Email Address

www.pro-air.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): Pro-Air Services, Inc
- City of Huntsville current taxpayer identification number (if available): 5355  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>175-455 Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Marshall Putman Title (if applicable): Owner  
Type or legibly write name: Marshall Putman Date: 8/4/25



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2024

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

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

PRODUCER  
Fountain, Parker, Harbarger & Associates, LLC  
201 Washington Street NE  
Huntsville AL 35801

CONTACT  
NAME: Susan WiegandPHONE  
(A/C, No, Ext): 256-428-1037FAX  
(A/C, No): 256-428-1137E-MAIL  
ADDRESS: swiegand@fphins.com

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Penn National Insurance Companies

2712

INSURER B : The Travelers Indemnity Co of America

25666

INSURER C : PA National Mutual Casualty

14990

INSURER D : ACE American Insurance Company

22667

INSURER E :

INSURER F :

INSURED  
Pro-Air Services, Inc.  
P.O. Box 5054  
Decatur AL 35601

License#: 0079647  
PRO-SER-01

## COVERAGES

CERTIFICATE NUMBER: 1487006215

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CX92022218	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AX92022218	11/22/2024	11/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UL92022218	11/22/2024	11/22/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	600-2025-43028-00 HDOG48955940	1/1/2025 1/1/2025	1/1/2026 1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A B A	Builders Risk Employee Theft Leased Equipment			CX92022218 105710384 CX92022218	11/22/2024 11/22/2024 11/22/2024	11/22/2025 11/22/2027 11/22/2025	Limit Limit Limit 200,000 250,000 124,000

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

Certificate holder included as Additional Insured with respect to General Liability, Auto Liability and Umbrella Liability on a primary and noncontributory basis for ongoing and completed operations when required by written contract, subject to the policy terms and conditions.

Waiver of subrogation in favor of certificate holder with respect to General Liability, Auto Liability, Umbrella Liability and Workers Compensation when required by written contract, subject to the policy terms and conditions.

RE: Marshall Putman on behalf of Pro Air Services, Inc. Workers Compensation is subject to the provisions of the Alabama Workers Compensation law.

## CERTIFICATE HOLDER

## CANCELLATION

City of Huntsville  
P.O. Box 308  
Huntsville AL 35804

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

AUTHORIZED REPRESENTATIVE

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# Alabama Secretary of State



<b>Pro-Air Services, Inc.</b>	
Entity ID Number	000-175-455
Entity Type	Domestic Corporation
Principal Address	DECATUR, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Morgan County
Formation Date	11/06/1995
Registered Agent Name	PUTMAN, MARSHALL L
Registered Office Street Address	3444 VALLEY AVE SW DECATUR, AL 35603
Registered Office Mailing Address	PO BOX 5054 DECATUR, AL 35601
Nature of Business	BUSINESS OF SELLING AIR CONDITIONING/HEATING SERVICES/EQUIPMENT
Capital Authorized	\$1,000
Capital Paid In	\$1,000
<b>Incorporators</b>	
Incorporator Name	PUTMAN, MARSHALL L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
<b>Annual Reports</b>	
Report Year	<a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a> <a href="#">2024</a>
<b>Transactions</b>	
Transaction Date	06/09/2022
Registered Agent Changed From	PUTMAN, MARSHALL L 1409 B KATHY LANE SW DECATUR, AL 35601
<b>Scanned Documents</b>	

Pro-Air Services, Inc.	
Document Date / Type / Pages	<a href="#">11/06/1995 Certificate of Formation</a> <a href="#">6 pgs.</a>
Document Date / Type / Pages	<a href="#">06/09/2022 Registered Agent</a> <a href="#">Change 2 pgs.</a>

[Browse Results](#)

[New Search](#)



Company ID Number: 475341

**Approved by:**

<b>Employer</b> Pro-Air Services, Inc.	
<b>Name (Please Type or Print)</b> Tracy Cagle	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/16/2011
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 12/16/2011



Company ID Number: 475341

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Pro-Air Services, Inc.
Company Facility Address	3444 Valley Avenue Decatur, AL 35603
Company Alternate Address	P.O. Box 5054 Decatur, AL 35601
County or Parish	MORGAN
Employer Identification Number	582202634
North American Industry Classification Systems Code	238
Parent Company	N/A
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 475341



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

AL

1



**Company ID Number:** 475341

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

Name Cathv Thornton  
Phone Number 2563534446306  
Fax 2565847003  
Email cathvt@pro-air.net

Name Cathv Thomson  
Phone Number 2563534446309  
Fax  
Email cathvt@pro-air.net





Company ID Number: 475341



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



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: PROCUREMENT SERVICES DATE: 8/5/25  
FROM: JOHN LANG DEPT: GENERAL SERVICES  
BID #: 67-2025-14 COMMODITY/SERVICE: Boiler Services and Repairs

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Lee Company

RECOMMENDATION: The General Services Department recommends Lee Company  
for the the Boiler Services and Repair bid. Lee Company was the lowest bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
Technician	\$175.00	/hr	
Helper	\$145.00	/hr	

### INITIAL PURCHASE:

FUNDING SOURCE: 1000-14-14300-513010-0000000

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

### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2025.08.05 14:52:37 -05'00'

Department Head

Date

**Tamara M Yancy** Digitally signed by Tamara M  
Yancy  
Date: 2025.08.05 16:30:50 -05'00'

8.5.2025

Procurement Manager

Date

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



# HUNTSVILLE

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

Lee Company \_\_\_\_\_ in the approximate  
(Vendor/Contractor Name)

amount of As Required for Boiler Services and Repairs  
(Contract Amount) (Project Name)

to be awarded August 28, 2025,  
(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** Digitally signed by Penny L Smith  
Date: 2025.08.06 09:35:41 -05'00'  
Penny L. Smith, CPA, CGFM, CGMA

Its: Director of Finance

Date: 08/06/2025

## 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. The City of Huntsville reserves the right to extend the contract for up to two (2) additional one (1) year terms. 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.

Each project to be performed within this contract will require a separate work authorization and purchase

**Total Base** (Based on estimated quantities)

**\$67,000**

SERVICE	COST PER HOUR	EVALUATION PURPOSES ONLY	
		QUANTITY	TOTAL
Technician	<b>\$175</b>	300 HOURS	<b>\$52,500</b>
Helper	<b>\$145</b>	100 HOURS	<b>\$14,500</b>
		<b>SUBTOTAL</b>	<b>\$67,000</b>

\*ALL WORK MUST BE APPROVED BY THE GENERAL SERVICES DEPARTMENT\*

**Note 1:** Estimated hours shall be used for evaluation purposes only to aid in determining the lowest responsible bidder. 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.

  
Signature of the Proposer

**David B. Sims**  
Print or Type Name of Proposer

**07/31/25**  
Date

**LEE COMPANY**  
Legal Name of Firm

**15050 State Hwy. 20**  
Mailing Address

**Madison, AL 35756**  
City, State, Zip Code

**bsims@leecompany.com**  
Email Address

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:**

  
\_\_\_\_\_

**BOILERS**

**APPENDIX C**  
**DETAILED REQUIREMENTS**

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	Vendor Compliance	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
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>X</b>	
	<b>B. LAW AND REGULATIONS</b>		
2	The contractor shall perform in accordance with all applicable state, local and federal statutes and legal requirements in his performance of the contract.	<b>X</b>	
	<b>C. SCOPE OF SERVICES</b>		
3	A licensed boiler contractor must provide repair and/or maintenance service on a twenty-four (24) hour a day, seven (7) days a week basis on all boiler systems (HVAC Controls, HVAC Services and Repairs, and Chillers will be under separate bid). All work shall be started within two (2) hours after notification unless further delay is authorized, and all such work should be completed as soon as possible after commencement. If the City of Huntsville deems any work to be an emergency, work must be started within one (1) hour.	<b>X</b>	
	<b>D. CONTRACTOR REQUIREMENTS</b>		
4	At least three (3) maintenance contracts of a commercial/governmental/institutional nature, still in effect, for Boiler services, maintenance, and repairs.	<b>X</b>	
5	At least four (4) qualified service technicians on staff with at least (5) years of field experience or more, individually, servicing, maintaining, and repairing Boilers ranging from 400,000 BTU to 200 BHP. The contractor shall submit resumes and references for qualified service technicians who will perform maintenance and service, listing specific experience, training, and provide proof of qualifications.	<b>X</b>	
6	Must have the necessary tools, software, equipment, knowledge, and certifications to capable of troubleshooting, repairing, servicing, and maintaining Boilers owned or managed by the City.	<b>X</b>	
7	Must be capable of troubleshooting, repairing, servicing and maintaining the following equipment in a factory condition and operation. Manufacturers included but not limited to: <ul style="list-style-type: none"> <li>• Lochinvar</li> <li>• RBI</li> <li>• Raypak</li> <li>• Weil McClain</li> <li>• Burnham</li> <li>• Clever Brooks</li> </ul>	<b>X</b>	
8	Must be a State Certified Gas Fitter.	<b>X</b>	
9	I have attached as part of my bid copies of the required qualifications.	<b>X</b>	
	<b>E. RESPONSIBILITY OF CONTRACTOR</b>		
10	Obtain all necessary licenses and permits.	<b>X</b>	
11	Provide competent supervision.	<b>X</b>	
12	Provide competent workmen.	<b>X</b>	
13	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. He shall be 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.	<b>X</b>	

14	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	<b>X</b>	
15	Must comply with all applicable Federal, State, Local and County Regulations	<b>X</b>	
16	The contractor is responsible for maintaining the premises and surrounding areas free of waste materials and debris resulting from work performed under the Contract. Upon completion of the work, the contractor shall remove all waste, rubbish, tools, equipment, and excess materials from the site. If the contractor fails to clean up as required by the Contract Documents, the City may perform the cleanup, and the contractor shall reimburse the City for all associated costs.	<b>X</b>	
17	If, during the term of the contract and extension (s) thereto, regulations are passed which in order to comply with the contractor is required to purchase or otherwise obtain equipment, which is necessary for the trade, the contractor shall obtain the required equipment at no liability of the City.	<b>X</b>	
18	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.	<b>X</b>	
<b>F. OSHA &amp; LOCK OUT TAG OUT</b>			
19	The contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources.	<b>X</b>	
<b>G. ADDITIONAL VENDOR REQUIREMENTS</b>			
<b>CHECK-IN / CHECK-OUT</b>			
20	At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	<b>X</b>	
21	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.	<b>X</b>	
22	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.	<b>X</b>	
<b>H. REPAIR STATUS, WHEN A DELAY</b>			
23	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.	<b>X</b>	
24	In the event the Contractor must leave the site to purchase parts for completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to job site for completion of project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	<b>X</b>	
<b>I. EXECUTION OF WORK</b>			
25	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. When practical, a Purchase Order will be issued to 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,	<b>X</b>	



	the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance.		
	<b>J. RESPONSE TIME</b>		
26	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	X	
	<b>K. INSPECTION AND ACCEPTANCE</b>		
27	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of the department requesting such services. The name and telephone number of each representative appointed for this contract will be furnished to the contractor in writing prior to commencement of the contract period. The requesting City Department will approve a record of time and materials used for the job as maintained by the contractor and state on the invoice that work has been inspected and accepted.	X	
28	All repairs shall be done in a professional manner inspected by Owner, or any representative Owner selects, including but not limited to the City of Huntsville Inspection Department.	X	
	<b>L. CALL BACK AND WARRANTY SERVICES</b>		
29	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized. Parts and Labor warranty for replacement parts shall not be less than 90 days.	X	
30	Service Contractor shall warrant new and replacement equipment installations for all labor, parts and equipment for one year unless manufacturer warranty/guarantee is greater.	X	
	<b>M. ALLOWANCE OF IN-HOUSE WORK</b>		
31	No section or portion of this contract shall be construed or interpreted to preclude the city from accomplishing any task or undertaking any operation or project utilizing its own work force.	X	
	<b>N. MATERIALS &amp; EQUIPMENT</b>		
32	New or added materials or equipment installed shall be invoiced at contractor's actual cost. Contractor must furnish all new materials and necessary equipment required to perform the requested work. Material prices are subject to verification. Materials shall be furnished by the successful bidder unless otherwise directed by the City of Huntsville. Reimbursement for any new or added systems approved by General Services shall be invoiced at Contractor's actual cost to include any and all discounts offered by their supplier.  Such materials, equipment rental, and subcontractor work shall be itemized and billed at the bidders actual cost-plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	X	
33	All subcontractor work/equipment rental must be pre-approved by the Owner.	X	
	<b>P. INVENTORY</b>		
34	See COH Boilers document	X	
	<b>Q. SUMMARY REPORT</b>		
35	Using a Job Summary Report the contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice #, work order#, mark-up with	X	

	sub-total, grand total. Attach all copies of tickets/work orders/invoices to the Summary Report.		
	<b>R. INVOICING</b>		
36	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 non-stock 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). Invoices shall be submitted in a timely manner.	X	
37	Original invoices shall be submitted at the completion of each job with the following information:  The requesting department Attention: General Services Accounts Payable P. O. Box 308 Huntsville, Alabama 35804 Telephone: 256-427-5660 <a href="mailto:accountspayable@huntsvilleal.gov">accountspayable@huntsvilleal.gov</a>  1. Name and address of Contractor 2. Invoice date 3. Invoice # and 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. A job summary report including work order number	X	
	<b>7. S. LABOR CHARGES</b>		
38	The City does not pay overtime or holiday pay.	X	
39	The City of Huntsville will not incur any trip or fuel charges under this contract.	X	
	<b>T. TRAVEL TIME</b>		
40	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	X	
	<b>U. HOUR ROUNDING</b>		
41	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	X	
	<b>V. EXCESS PROJECT AMOUNT</b>		
42	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.	X	
	<b>W. FAILURE FORM</b>		
43	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form. The Contractor will receive a copy of the "Vendor Complaint Report", and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	X	
44	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification.	X	
	<b>X. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
45	The City of Huntsville reserves the right to award multiple contracts to additional bidders/contractors to ensure that the needs of the City are being achieved.	X	

	<b>Y. TERMINATION FOR DEFAULT</b>		
46	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 contractor shall be liable for all costs to the city in excess of the contract price for the remaining portion of any incomplete job.	<b>X</b>	
	<b>Z. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
47	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 termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	<b>X</b>	
48	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.	<b>X</b>	
	<b>AA. 24 HOUR CONTACT</b>		
49	Please provide 3 contact names listing each 24-Hour phone number	<b>X</b>	
50	Name: <b>Josh Garner</b> Phone Number: <b>256-808-9891</b>	<b>X</b>	
51	Name: <b>Zeb Hammond</b> Phone Number: <b>256-945-0034</b>	<b>X</b>	
52	Name: <b>David Farr</b> Phone Number: <b>256-924-6445</b>	<b>X</b>	
	<b>BB. REFERENCES</b>		
53	Bidder must provide three (3) references from similar maintenance contracts in which your company has held within the past two (2) years.	<b>X</b>	
54	Company Name: <b>Huntsville City Schools</b> Contact Name: <b>Wes Brock</b> Address: <b>Huntsville, AL</b> Phone Number: <b>256-479-1817</b> E-Mail Address: <b>darryl.brock@hsv-k12.org</b>	<b>X</b>	
55	Company Name: <b>PPG</b> Contact Name: <b>John Dowdy</b> Address: <b>Huntsville, AL</b> Phone Number: <b>938-200-5003</b> E-Mail Address: <b>jdowdy@ppg.com</b>	<b>X</b>	
56	Company Name: <b>Ultra dba Mitchell Plastic</b> Contact Name: <b>Rodney Johnson</b> Address: <b>Huntsville, AL</b> Phone Number: <b>256-565-2036</b> E-Mail Address: <b>rodney.johnson@mitchellplastics.com</b>	<b>X</b>	

**APPENDIX D**  
**BIDDER INFORMATION & ACKNOWLEDGEMENTS**

**1. BIDDER INFORMATION**

Business Organization

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

**LEE COMPANY**

Doing-Business-As Name of Proposer:

Principal Office Address:

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

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

Telephone Number: **256-353-1500**

Fax Number: **NA**

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

Corporation **X**

Partnership       

Individual       

Joint Venture       

Other (describe):       

Corporation Statement

If a corporation, answer the following:

Date of incorporation: **04/15/1965**

Location of incorporation: **Tennessee**

The corporation is held: Publicly        Privately **X**

Names and titles of corporate officers:

**Richard Perko, PE - CEO**

**Robert Lunny - COO**

**Rob Ivy - 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  
If "Yes," Department

Yes ☐ No ☒

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

Yes ☐ No ☒

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

Yes ☐ No ☒

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

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

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

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

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

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

#### **4. 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

LEE COMPANY

I do hereby certify and represent that this

*(Insert Name of Business)*

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.



Signature of Proposer

**David B. Sims**

Print or Type Name of Proposer

**07/31/25**

Date

**LEE COMPANY**

Legal Name of Firm

**15050 State Hwy. 20**

Mailing Address

**Madison**

City

**AL**

State

**35756**

Zip Code

**256-353-1500**

Phone

Fax

**bsims@leecompany.com**

Email Address

**www.leecompany.com**

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <b>000-861-049 / TN</b>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Dir. of Operations  
Type or legibly write name: David B. Sims Date: 07/31/25





# CERTIFICATE OF LIABILITY INSURANCE

3/1/2026

DATE (MM/DD/YYYY)

2/27/2025

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

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

<b>PRODUCER</b> Lockton Companies, LLC 500 W. Monroe, Ste. 3400 Chicago IL 60661 (312) 669-6900 midwestcertificates@lockton.com	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1501491 Lee Company 4057 Rural Plains Circle Franklin, TN 37064	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Zurich American Insurance Company	<b>NAIC #</b> 16535
	<b>INSURER B:</b> Starr Indemnity & Liability Company	38318
	<b>INSURER C:</b> Travelers Property Casualty Company of America	25674
	<b>INSURER D:</b> American Guarantee and Liab. Ins. Co.	26247
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 18381136**REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	GLO 3537803-02	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 3537804-02	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	N	N	SXS-1389867-03	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC 3537802-02	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Liability	N	N	1000588841251	3/1/2025	3/1/2026	\$15,000,000 per Occurrence/Aggregate
C	Inland Marine	N	N	QT-630-5T394871-TIL-25	3/1/2025	3/1/2026	See Attachment

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

RE: Any and all work

**CERTIFICATE HOLDER****CANCELLATION** See Attachment**18381136**Lee Company  
4057 Rural Plains Circle  
Franklin TN 37064

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

AUTHORIZED REPRESENTATIVE

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# Alabama Secretary of State



Lee Company Of Tennessee, Inc.	
Entity ID Number	000-861-049
Legal Name in Place of Origin	Lee Company
Entity Type	Foreign Corporation
Principal Address	322 WILHAGAN DR NASHVILLE, TN
Principal Mailing Address	322 WILHAGAN DR NASHVILLE, TN
Status	Exists
Place of Formation	Tennessee
Formation Date	
Qualify Date	08/14/1979
Registered Agent Name	NATIONAL REGISTERED AGENTS INC
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	<a href="#">1988</a> <a href="#">1989</a> <a href="#">1990</a> <a href="#">1991</a> <a href="#">1992</a> <a href="#">1993</a> <a href="#">1994</a> <a href="#">1995</a> <a href="#">1996</a> <a href="#">1997</a> <a href="#">1998</a> <a href="#">1999</a> <a href="#">2000</a> <a href="#">2001</a> <a href="#">2002</a> <a href="#">2003</a> <a href="#">2004</a> <a href="#">2005</a> <a href="#">2006</a> <a href="#">2007</a> <a href="#">2008</a> <a href="#">2009</a> <a href="#">2010</a> <a href="#">2011</a> <a href="#">2012</a> <a href="#">2013</a> <a href="#">2014</a> <a href="#">2015</a> <a href="#">2016</a> <a href="#">2017</a> <a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
Transactions	
Transaction Date	08/08/1983
Registered Agent Changed From	THE CORPORATION COMPANY ONE COURT SQUARE MONTGOMERY, AL 36103
Transaction Date	12/29/1983
Fictitious Name Changed From	* Added
Transaction Date	12/29/1983

Lee Company Of Tennessee, Inc.	
Legal Name Changed From	Lee Refrigeration Company
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DRIVE STE 204 MONTGOMERY, AL 36109
Transaction Date	07/01/2011
Agent Mailing Address Changed From	* Added
Transaction Date	07/01/2011
Registered Agent Changed From	C T CORPORATION SYSTEM 2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Transaction Date	06/25/2013
Registered Agent Changed From	NATIONAL REGISTERED AGENTS INC. 150 SOUTH PERRY STREET MONTGOMERY, AL 36104
Scanned Documents	
Document Date / Type / Pages	<u>08/08/1983</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>12/29/1983</u> Legal Name Change 1 pg.
Document Date / Type / Pages	<u>03/08/2010</u> Registered Agent Change 1 pg.
Document Date / Type / Pages	<u>07/01/2011</u> Registered Agent Change 2 pgs.
Document Date / Type / Pages	<u>06/25/2013</u> Registered Agent Change 2 pgs.

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Company ID Number: 214021

its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

**Approved by:**

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



Company ID Number: 214021

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



**Company ID Number:** 214021

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

AL	1
KY	1
TN	3



**Company ID Number:** 214021

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

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

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

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

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