

Huntsville, Alabama

305 Fountain Circle Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting Meeting Date: 6/27/2024 File ID: TMP-4324		
Department: Finance		
Subject:	Type of Actio	n: Approval/Action
Resolution authorizing the Mayor to enter into a outlined in the attached Summary of Bids for Ac		rs meeting specifications as
Resolution No.		
Finance Information:		
Account Number: See additional comments be	low.	
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	ct 3 District 4 Distri	rict 5 🗆
Additional Comments: Standard of periodic bid utilizes by various departments	artments.	
Update of Bid:		
D&D Arnold LLC dba A-1 Glass & Auto - Aut	comotive Glass & Windshield	Repair (Fleet Services)

RESOLUTION NO. 24-

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

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

VENDOR

COMMODITY/SERVICE

AGREEMENT

D&D Arnold LLC dba A-1 Glass & Auto Automotive Glass & Windshield Repair One Year W/Extensions

ADOPTED this the 27th day of June, 2024.

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

APPROVED this the 27th day of June, 2024.

Mayor of the City of Huntsville, Alabama



Finance Department Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	PROCUREMENT		DATE:	06/13/202	
FROM:	AUTUMN MCCORD		DEPT:		ERVICES
BID #:	1		ve Glass & Windshield Rpr		
	ENT BETWEEN CITY O	OF HUNTSVILLE AN			
	ENDATION: PLEASI RESPONSIVE BIDDER.	E AWARD THE ABO	VE BID IC	A-I GLAS	S & AUTO AS THE
	DESCRIPTION	V	PRICE	UOM	COMMENT
	1. Windshield Repair-		\$50.00	EACH	
2. Windsh	ield Replacement (Light D		\$150.00	EACH	
2. 11111111	3. Door Glass Replaceme		\$125.00	EACH	
	4. Back Glass Replaceme		\$150.00	EACH	
5. (Calibrate Windshield for C		\$150.00	EACH	
	A. Mark-Up Percentage of		0%	EACH	
FUNDING TERM OF	CONTRACT: One One One	E-15100-513030-00000 E Time E Year w/ Additional C E Year ee Months er (Explain)		tensions as A	Allowable by State Law
provisions of and I have n	d I have complied with all	t agreements applicable the recommended P	le to this pro	curement pro	ocess. In addition, my staff
John L		05'00'			
Department	Head	Date			
_08	Digitally signed by Tamara M Yancy Date: 2024.06.13 11:10:13 -0	6.13.2024			
Procuremen	it Manager	Date			

Email completed form to Procurement@huntsvilleal.gov

APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

INOTE: ALL RESPONSES TO THIS IFB SHOULD FOLLOW THE SAME FORMAT AS SHOWN IN THIS IFB FOR EASE OF REVIEW BY THE EVALUATION COMMITTEE AND TO ASSURE THE COMMITTEE THAT THE PROPOSER HAS NOT LEFT OUT ANY PORTION OF THE REQUIRED WORK.]

I. GENERAL:

- a. The selected Bidder shall provide efficient and effective services necessary to support the City Departments. This should include all staffing to be experienced in the repair industry.
- b. Work includes, but is not limited to, providing all labor & materials necessary for quality automotive glass and windshield repairs and replacement in a timely manner.
- c. The Bidder shall be responsible for complying with the regulations of all local, state, and federal agencies having jurisdiction over any portion of the work to be performed under this contract.
- d. The Bidder, as a minimum, shall meet or exceed with the applicable requirements of the latest and current revision of the following codes and specifications published by the following organizations:

EPA – Environmental Protection Agency
OSHA – Occupational Safety & Health Act
ADEM – Alabama Department of Environmental Management

VENDOR COMPLIANCE

	V		
YES	\sim	NO	

II. RESPONSIBILITIES OF THE SELECTED CONTRACTOR:

- a. The Bidder will be required to have extensive knowledge of proper automotive glass and windshield repairs and replacement.
- b. The manufacturer's intended applications must be strictly followed to ensure the safe operation of City vehicles.
- c. The Bidder must provide a personnel roster that identifies each person who will actually work on the contract and provide the title, certifications and/or years of experience of each individual.
- d. The City of Huntsville reserves the right to inspect the Bidder's place of business to ascertain capacity to perform the requirements of this contract.
- e. The usage of non-OEM windshields are acceptable if they also meet the federal motor vehicle safety standards.
- Replacement parts must be of like kind and quality and the repair shall restore the vehicle to its value before the loss.
- g. Windshield and glass services shall include: The repair and/or replacement of all windshield and glass to include, but not limited to - light automotive and miscellaneous City equipment. Repairs are to include cracks, chips, and leaks.

b. The Bidder must be able to perform service off-site (mobile service).	
VENDOR COMPLIANCE YES NO	
PRICING OF SERVICES: a. The City reserves the right to procure and/or substitute any part normally furnished by the Bidder if is in the best interest of the City.	it
b. The Bidder shall provide service and part pricing to the City of Huntsville at a price using Mitchell On Demand or equivalent estimating system guidelines for windows/glass repair.	
e. Any part supplied by the Bidder must be selected and/or mutually agreed upon by the City of Huntsville and the Bidder. Under no circumstances will the City of Huntsville be liable for any part purchased from any source.	Ė
d. The manufacturer's current detailed product specifications, descriptions and standard warranty information must be submitted for all products with the bid.	
VENDOR COMPLIANCE YESX NO	
SERVICE SPECIFICATIONS: a. Parts furnished by the Bidder must be major brand or equivalent.	
b. All parts shall be new, standard production and shall be of standard OEM quality equal to or superior every respect to those normally furnished as original equipment for such vehicles.	or in
 Aftermarket and LKQ (Like Kind Quality) parts are preferred by Fleet Services when available and be used safely on vehicles/equipment. 	can
c. The Bidder agrees to substitute for equal quality and value for all parts that have been discontinued are no longer available.	and
d. Fleet Services maintains a limited amount of spare parts that are occasionally available for use in referet Services maintains the right to use these parts if deemed cost effective and safe for use on vehicles/equipment.	pairs
VENDOR COMPLIANCE YES X NO	

h. Service may be required within eight (8) business hours or the same business day after vendor has been

a. The Bidder's facility must be a safe and secured location. Vehicles or equipment shall not be accessible to view or photograph by any persons/company without written permission from the City of Huntsville

YES_X__NO____

i. The successful Bidder must have a glass repair shop located within the city limits of Huntsville.

j. The successful Bidder shall obtain a purchase order from the City of Huntsville prior to the

notified by the City of Huntsville.

commencement of work being performed.

VENDOR COMPLIANCE

FACILITY SPECIFICATIONS:

or Fleet Services.

III.

IV.

V.

Invitation for Bid # 44-2024-15

VI. AUTHORIZED DOCUMENTED TIMELY REPAIRS:

- a. Prompt response time to repair requests is crucial to establish and maintain a high level of productivity. Written detailed repair estimates should be emailed no more than one (1) business day after receiving a vehicle or request.
- b. If the Bidder cannot obtain the desired parts and/or services in an acceptable timeframe or under an emergency situation, the City reserves the right to purchase parts and/or services from other sources.
- c. The Bidder shall not make repairs to City vehicles without prior authorization. Detailed quotes will be sent to the Fleet Services Administration.
- d. The Bidder is required to meet with the Fleet Services Coordinator for an onsite/rough inspection/estimate before vehicle is taken to the Bidder's facility for repairs.

VENDOR COMPLIANCE

YES X NO____

VII. WARRANTY:

- a. The Bidder shall maintain warranty records of items sold to the City and issue any credits, including labor, parts and supplies to the City that are covered under these warranties.
- b. Warranties covering installation must cover a minimum of one (1) year.

VENDOR COMPLIANCE

YES_X_ NO____

VIII. <u>INVOICING:</u>

a. Invoicing shall include the following:

VENDOR COMPLIANCE

Invoice Number
Equipment Number (six digits)
Date of Service
Description of Service
Cost of Parts
Cost of Parts After Markup
Quantity
Cost of Service
Service Charge (when applicable)
Invoice Total
Mileage

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 o	f the following addenda:	
We acknowledge receipt o	f the following addenda:	Y

I. COST OF SERVICE:

Item #	Description	Unit	Unit Price
1	Windshield Repair - Labor	EACH	50
2	Windshield Replacement for Light Duty Vehicles - Labor	EACH	120
3	Door Glass Replacement - Labor	EACH	るう
4	Back Glass Replacement - Labor	EACH	150
5	Calibrate Windshield for Crash Detection	EACH	150

A. Mark-up percentage on material:

0 %

B. Mark-up percentage on material is not to exceed 25% over cost.

DA (Bidder Initials)

 C. All other incidental fees and charges shall be included in the hourly rate.

(Bidder Initials)

APPENDIX F BIDDER PRICING FORM

(Continued)

II.	HOURS	OF OPERATION	1:
и.	HUUKS	OF OPERATION	

Sunday	Open	Close
Monday	Open 8'.00	Close
Tuesday	Open 8:00	Close 5!00
Wednesday	Open S'.OD	Close 5'.00
Thursday	Open 8:00	Close 5'00
Friday	Open_ &:.00	Close 5'.00
Saturday	Open	Close

A. The Bidder must be available during Fleet Shop hours of Monday through Friday 6:30AM to 3:30PM with occasional overtime if needed.

(Bidder Initials)

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.

enise

Printed legal name of Bidder

Signature

Printed name of individual/corporate officer/general

partner/joint venturer AND Title

Date

APPENDIX H

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

	City of Huntsville current taxpayer identification number (Please note that if this number has been assigned by number should be listed on the renewal form.)	er (if available): 833414245 The City and if you are renewing your business license, the
bel	pe of Ownership. Please complete the un-shaded po	rtions of the following chart by checking the appropriate box pplicable (for an explanation of what an entity number is,
	Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
	☐ Individual or Sole Proprietorship	Not Applicable
	☐ General Partnership	Not Applicable
	☐ Limited Partnership (LP)	Number & State:
	☐ Limited Liability Partnership (LLP)	Number & State:
	☐ Limited Liability Company (LLC) (Single Member)	Number & State:
	🛍 LLC (Multi-Member)	Number & State: 000-542-247 Alabama
	☐ Corporation	Number & State:
	☐ Other, please explain:	Number & State (if a filing entity under state law):
nui Re	mber is available through the website of Alabama's Sec	please provide the Entity I.D. number (or other similar number
cer the	tificates of incorporation, organization, or other applicab	o entities, the entity's formation documents, including articles of ole formation documents, as recorded in the probate records of <u>irred unless:</u> (1) specifically requested by the City, or (2) an igned or provided.
se	date and sign this form in the space provided below and signing on behalf of an entity please insert your title as	d either write legibly or type your name under your signature.
are	16 0	/ \



Alabama Secretary of State

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-		

	D & D Arnold, LLC			
Entity ID Number	000-542-247			
Entity Type	Domestic Limited Liability Company			
Principal Address	Not Provided			
Principal Mailing Address	Not Provided			
Status	Exists			
Place of Formation	Madison County			
Formation Date	02/04/2019			
Registered Agent Name	ARNOLD, DAVID L			
Registered Office Street Address	2105 TRIANA BLVD HUNTSVILLE, AL 35805			
Registered Office Mailing Address	2105 TRIANA BLVD HUNTSVILLE, AL 35805			
Nature of Business				
Organizers				
Organizer Name	ALLEN, J WITTY			
Organizer Street Address	Not Provided			
Organizer Mailing	PO BOX 1149			
Address	DECATUR, AL 35602			
	Annual Reports			
Report Year	<u>2022</u> <u>2023</u>			
	Transactions			
Transaction Date	02/11/2019			
Miscellaneous Filing Entry	New Entity Effective 02-04-2019 15:14			
2	Scanned Documents			
Document Date / Type / Pages	02/11/2019 Certificate of Formation 7 pgs.			

APPENDIX C BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization
Name of Proposer (exactly as it would appear on an agreement):
Doing-Business-As Name of Proposer: A-I GASSAATO
Principal Office Address: 2105 Triana Blvd. Hortsv. Ne P. 35805
Telephone Number: 2512-518-9400 Fax Number: 2518-2348
Form of Business Entity [check one ("X"] Corporation Partnership Individual Joint Venture Other (describe):
Corporation Statement
If a corporation, answer the following:
Date of incorporation: Location of incorporation: The corporation is held: Publicly Privately
Names and titles of corporate officers:
David Arnold Owner
Partnership Statement
If a partnership, answer the following: Date of organization:

Location of organization: The partnership is: Gener	al K Limited	- HL. 3	22802	
Name, address, and ownership share of each	h general partner	owning more than	five percent (5%) of	the partnership:
Denise Brook	3268 H	wy729	E. Browns	1000 1000
60010 BILLION 3	500/0	AL. 3	5741	<u>2000</u> ,
Joint Venture Statement		1,0		
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 p	percent of ownersl	nip of each:		
2. CITY OF HUNTSVILLE EMI ASSOCIATE	PLOYEE, ME	MBER OF H	OUSEHOLD OF	RBUSINESS
Code of Ala. 1975§36-25-11 requires that of household of the public official or public ebe filed with the Alabama Ethic Commission member of your household is a City emploofficial, you must comply with the provision	mployee, or a bus on. If you are awayee or public office	iness with which arded the contract cial, or if your bus	a public official or pu t, and if you are a Cit siness associates with	iblic employee associates y employee, or if a
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. ACKNOWLEDGEMENTS

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

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

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

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

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

Signature of Proposer

Legal Name of Firm

DID'S Friand BUD.

Print or Type Name of Proposer

Huntsylle Fl. 35855

City State Zip Code

Address Phone Fax

a Iglas and autologymail. con

Email Address





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 D & D Arnold 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.





- 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





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(I)) 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





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

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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 <u>E-Verify trademarks</u> and logos may be used only under license by DHS/USCIS (see <u>M-795 (Web)</u>) 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





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





- 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.

ARTICLEIII REFERRALOFINDIVIDUALSTOSSAAND 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.





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





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.

ARTICLEV MODIFICATION AND TERMINATION

A. MODIFICATION

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



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B. TERMINATION

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

ARTICLE VI PARTIES

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





- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

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





Approved by:

Employer					
D & D Arnold LLC					
Name (Please Type or Print) Susan D Arnold	Title				
Signature Electronically Signed	Date 06/13/2024				
Department of Homeland Security – Verifica	tion Division				
Name (Please Type or Print) USCIS Verification Division	Title				
Signature Electronically Signed	Date 06/13/2024				





Informatio	n Required for the E-Verify Program				
Information relating to your Company:					
Company Name	D & D Arnold LLC				
Company Facility Address	2105 Triana Boulevard Southwest Huntsville, AL 35805				
Company Alternate Address					
County or Parish	MADISON				
Employer Identification Number	833416265				
North American Industry Classification Systems Code	811				
Parent Company					
Number of Employees	1 to 4				
Number of Sites Verified for	1 site(s)				





Are you verifying for m	ore than 1 site? If	yes, please provi	de the number of	f sites verified	for in each State:
AL	1				





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

Name

Susan D Arnold

Phone Number 2565189400

Fax

Email

a.1glassandauto@gmail.com





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