



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 9/11/2025

File ID: TMP-5932

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 utilized by various departments.

Update of Bid:

Utilicom Supply Associates LLC - ITS ATC Cabinets (Traffic Engineering)

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>
Utilicom Supply Associates LLC	ITS ATC Cabinets	One Year W/Extensions

ADOPTED this the 11th day of September, 2025.

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

APPROVED this the 11th day of September, 2025.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Erin Motes **DATE:** 08/22/25
FROM: Melinda Mills **DEPT:** Traffic Engineering
BID #: 65-2025-75 **COMMODITY/SERVICE:** ITS ATC Cabinets

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Utilicom Supply Associates LLC

RECOMMENDATION: Traffic Engineering has reviewed the bids received and recommends the bid to be awarded to Utilicom Supply Associates LLC.

DESCRIPTION	PRICE	UOM	COMMENT
332 Cabinet, Swarco, 352i 16 Channel	17,285.00	EA	
332 More than Sixteen Outputs, Swarco, 352i 32 Channel	20,383.00	EA	
Standard 336 Cabinet, Swarco, 356i 16 Channel	15,584.00	EA	
Universal High Density Switch Pack Model 2202-HV,			
Swarco, M36256	268.00	EA	
Cabinet Monitor Unit Model 2212-HV, Swarco, M56259	871.00	EA	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: See below
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.

NICHOLAS NENE Digitally signed by NICHOLAS NENE
Date: 2025.08.22 14:29:49 -05'00'

Department Head

Date

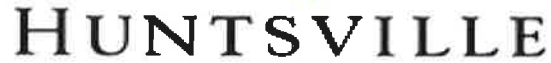
Tamara M Yancy Digitally signed by Tamara M Yancy
Date: 2025.08.25 08:11:44 -05'00'

8.25.2025

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



CONTRACT/BID AWARD RECOMMENDATION FORM

TO:	<u>Erin Motes</u>	DATE:	<u>08/22/25</u>
FROM:	<u>Melinda Mills</u>	DEPT:	<u>Traffic Engineering</u>
BID #:	<u>65-2025-75</u>	COMMODITY/SERVICE:	<u>ITS ATC Cabinets</u>

[illegible]



HUNTSVILLE

Tommy Battle
Mayor

Finance Department
Procurement Services Division

ADDENDUM #2

ISSUED: August 5, 2025

ITS ATC Cabinets

INVITATION FOR BIDS: #65-2025-75

OPENING DATE: August 7, 2025 @ 2:00:00 PM CDT

The above referenced solicitation is hereby amended as follows:

ITEM DESCRIPTION	MAKE	MODEL	TOTAL DELIVERED PRICE EACH CABINET ASSEMBLY
1. 332 Cabinet	Swarco	352i 16 Channel	\$17,285.00
2. 332- More than Sixteen (16) Outputs	Swarco	352i 32 Channel	\$20,383.00
3. Standard 336 Cabinet	Swarco	356i 16 Channel	\$15,584.00
4. Universal High Density Switch Pack Model 2202-HV	Swarco	M36256	\$ 268.00
5. Cabinet Monitor Unit Model 2212-HV	Swarco	M56259	\$ 871.00
6. Auxiliary Display Unit Model 2220 or equivalent	Swarco	M36255	\$ 620.00
7. Serial Interface Unit Model 2218 or equivalent	Swarco	M36258	\$ 345.00
8. High Density Flash Transfer Relay and Main Contactor Model 2205 or equivalent	Swarco	M52476- HDFTR M52475- Main Relay	\$ 38.00 \$ 63.00
9. Two Channel TS2 Detector Model LMD622	Swarco	M36026	\$ 163.00
10. Service Assembly Equivalent to Econolite ATCC Plus	Swarco	M91351	\$ 960.00
TOTAL			\$56,580.00

BIDDER SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA IN THE SPACE PROVIDED ON THE BIDDER PRICING FORM (APPENDIX F). FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA SHALL NOT RELIEVE BIDDER OF FULL RESPONSIBILITY FOR ALL REQUIREMENTS CONTAINED IN ADDENDA.

REQUIREMENTS OF THE IFB NOT OTHERWISE ADDRESSED HEREIN REMAIN UNCHANGED.

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: #1 & #2

ITEM DESCRIPTION	MAKE	MODEL	TOTAL PRICE DELIVERED
1. Auxiliary Display Unit Model 2220 or equivalent	Swarco	M36255	\$620.00
2. Serial Interface Unit Model 2218 or equivalent	Swarco	M36258	\$345.00
3. High Density Flash Transfer Relay and Main Contractor Model 2205 or equivalent	Swarco-HDFTR Swarco- Contactor Relay	M52476	\$ 38.00
		M52475	\$ 63.00
4. Two Channel TS2 Detector Model LMD622	Swarco	M37026	\$163.00
5. Service Assembly equivalent to Econolite ATCC Plus	Swarco	M91351	\$959.00

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.

Utilicom Supply Associates LLC

Printed legal name of Bidder


Signature

Rocky Garrison - Account Manager

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

August 7, 2025

Date

APPENDIX D

DETAILED REQUIREMENTS CHECKLIST

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

GENERAL REQUIREMENTS:

This specification sets forth the minimum requirements for The City of Huntsville Traffic Engineering Department's traffic control cabinet assembly. The cabinet assembly shall meet, as a minimum, all applicable sections of the ATC 5301 Standard Publication No. v02.01.01.07 dated March 2019 or the most recent version. Where differences occur, this specification shall govern.

The manufacturer must be ISO 9001-2008 Registered and have been certified in the IPC "Class II" Electronics standards and training for all manufacturing staff to ensure manufacturing quality, documentation, and proper going/continuing employee training for manufacturing processes by IPC Certified Trainers. The cabinet and controller supplied under this specification should be by the same manufacturer to ensure matched component system testing. Cabinet shall be designed and tested to comply with FCC note IEC 601000-4-2 and the Cabinet Shell shall be UL listed. Cabinet shall require a Cobalt Controller in compliance with software specification Econolite part number 683-10570-1216.

1.1 Definitions

Table 1 - Definitions

AC	Alternating Current
ADU	Auxiliary Display Unit
Assembly	A complete machine, structure, or unit manufactured by fitting part or module together.
ATCC	Advanced Transportation Controller Cabinet
CC	Cabinet Connector
CDC	Cabinet DC (Signal Interconnect)
CMU	Cabinet Monitor Unit
DC	Direct Current
FPB	Flash Program Block (Red, Yellow, or White)
HDFTR	High Density Flash Transfer Relay
HDSP-FU	High Density Switch Pack / Flasher Unit
HV	High Voltage – 120 VAC
LED	Light Emitting Diode
LV	Low Voltage – 50 Volts DC or less
NEMA	National Electrical Manufacturers Association
PCB	Printed Circuit Board
PTC	Positive Temperature Coefficient (Fuse - Thermal)
SIU2	Serial Interface Units
ITS	Intelligent Transportation System

2.0 - 332 ATC Cabinet Specifications	Vendor Compliance	
	YES	NO
- AC Only Cabinet	X	
- AC only Advanced power assembly ECPI	X	
- CMUIP-2212-HV Cabinet Monitor Unit w/Key and Ethernet port 120V AC	X	
- Two (2)- Serial Interface Units Model 2218	X	
- Twenty-Four (24) Channel Input rack	X	
- Twenty-Four (24) Channel Field Input Termination Assembly (rear facing)	X	
- Sixteen (16) Channel output rack	X	
- Sixteen (16) Channel Field Output Termination Assembly (rear facing)	X	
- One (1) ADU Auxiliary Display Unit Model 2220 or equivalent	X	
- ATCC Plus Service Panel Assembly	X	
- Include Ten (10) load switches Model 2202-HV	X	
- Include Six (6) detectors Model LMD622	X	
- Rack Mounted Cabinet document drawer assembly shall be provided	X	
- Twelve (12) position rack mounted outlet strip installed on the rear rack side behind the cabinet drawer assembly	X	
- Wired for preemption	X	
- To include all MOVs, FTRs, and equipment specified below	X	
3.0 - 332 ATC Cabinet – More than Sixteen (16) Outputs	YES	NO
- AC Only Cabinet	X	
- AC only Advanced power assembly ECPI	X	
- CMUIP-2212-HV Cabinet Monitor Unit w/ Ethernet port 120V AC	X	
- Three (3)- Serial Interface Units Model 2218	X	
- Twenty-Four (24) Channel input rack	X	
- Twenty- Four (24) Channel Field Input Termination Assembly (rear facing)	X	
- Two (2)-16 Channel output rack	X	
- Two (2)-16 Channel Field Output Termination Assembly (rear facing)	X	
- One (1) ADU Auxiliary Display Unit Model 2220 or equivalent	X	
- ATCC Plus Service Panel Assembly	X	
- Include Twelve (12) load switches Model 2202-HV	X	
- Include Six (6) detectors Model LMD622	X	
- Rack Mounted Cabinet document drawer assembly shall be provided	X	
- Twelve (12) position rack mounted outlet strip installed on the rear rack side behind the cabinet drawer assembly	X	
- Wired for preemption	X	
- To include all MOVs, FTRs, and equipment specified below	X	
4.0 - 336 ATC Cabinet	YES	NO
- AC Only Cabinet	X	
- AC only Advanced power assembly ECPI	X	
- CMUIP-2212-HV Cabinet Monitor Unit w/Key and Ethernet port 120V AC	X	
- Two (2)- Serial Interface Units Model 2218	X	
- Twenty-Four (24) Channel input rack	X	
- Twenty-Four (24) Channel Field Input Termination Assembly (rear facing)	X	
- Sixteen (16) Channel output rack	X	
- Sixteen (16) Channel Field Output Termination Assembly (rear facing)	X	
- One (1) ADU Auxiliary Display Unit Model 2220 or equivalent	X	
- ATCC Plus Service Panel Assembly	X	
- Include Ten (10) load switches Model 2202-HV	X	
- Include Six (6) detectors Model LMD622	X	
- Wired for preemption	X	
- Fold-Down drawer/shelf mounted on the cabinet door	X	
- To include all MOVs, FTRs, and equipment specified below	X	

5.0 - Sub-Assemblies	YES	NO
General		
The Assemblies shall be rack mountable and completely removable from or installable in the ATC Cabinet cage without removing any other equipment and using only a standard #2 Phillips screwdriver.	X	
All components such as switch packs, detectors, main contractor, flash transfer relay, conflict monitor, Input and Output Surge devices shall be pluggable.	X	
All equipment in the ATC Cabinet shall be clearly and permanently labeled.	X	
The marker strips shall be made of material that can be easily and legibly written on using a pencil or ballpoint pen. Marker strips shall be located immediately below the item they are to identify and must be clearly visible with the items installed.	X	
Guides (top and bottom) shall be provided for assembly plug-in units. The guides shall begin 0.50 inch +/- 0.125 inches from the assembly front panel face.	X	
High-voltage components and wiring (over 50V) shall not be exposed and adequately protected from accidental contact.	X	
All fuses, circuit breakers, switches (except police panel switches) and indicators shall be readily visible and accessible when the ATC Cabinet front or back door is open.	X	
When servicing the ATC Cabinet, the Output Assembly, Input Assembly, Power Distribution Assembly, Power Supply and Controller shall be replaceable without putting the intersection into a dark condition, i.e., flash mode shall be maintained.	X	
Wiring guides, raceways and tie downs shall be integrated as part of the ATC Cabinet allowing for neat internal and field wiring. Wires and cables shall not block, hinder or inhibit the installation of standard rack mounted equipment the full height and width of the rack chassis.	X	
All Assemblies shall be modular with pluggable cabling. Cabling shall be of sufficient length to allow for mounting the assemblies in any position within the rack and provide clean wiring. Hardwiring of the assemblies is not permissible.	X	
ATCC shall be scalable such that adding additional input and output assemblies will allow the cabinet to handle more detectors and/or phases without having to replace any existing assemblies.	X	
For ease of maintenance, removing and/or replacing the ATC Cabinet fan shall not require any tools.	X	
6.0- Power Assembly (ECPI)	YES	NO
- Shall be factory configurable for use with either 48VDC or 120VAC signal heads.	X	
- Shall have Sixteen (16) programmable, 24VDC, I/O ports for future expansion.	X	
- Shall house the High-Density Flasher Unit with "PTC" self-resetting, fuses on each output. (ECPI)	X	
- Shall have five (5) switchable, clean, AC power outlets with "wall wart" spacing.	X	
- Shall have Three (3)-port, NEMA SDLC hub connected to Serial Bus 2.	X	
- Shall have MOV transient protection on 120VAC signal bus MOV rating or spec.	X	
- Shall have Fan/ Lamp connector providing a serial interface to the cabinet's temperature / fan / lamp / door switch controller PCB. (ECPI)	X	
- Each Power Assembly shall include the power supply for the entire ATCC cabinet assembly requirements. As an alternate, a rack mounted power supply assembly may be supplied for cabinet power.	X	
- Five (5) Universal Assembly Power Connectors	X	
- Each connector shall provide 120VAC, 48VDC, 24VDC, Line sync, power grounds and other logic signals.	X	
- Each connector pin shall be rated for 13Amps minimum.	X	

7.0 - Input Assembly (Twenty-Four or Forty-Eight Channel) Vehicle Detection	YES	NO
The Input Assembly shall be an EIA-310B rack mounted assembly providing twelve slots of 22/44 pin PCB sockets. One Model 2218 Serial Interface Unit (SIU2) shall be provided in its location mated to a DIN 96-pin connector for Twenty-Four Channels of Inputs and Two Model 2218 Serial Interface Unit (SIU2) for Forty- Eight Channels of Inputs. The SIU2 shall provide interface and control between the ATC Controller and the input units via system SB1/SB2. This Input Assembly shall be wired for a mix of twelve Two-channel and Four-channel devices.	X	
The right most two (2) channel slots shall be configured to support GTT Opticom phase selectors.	X	
Detectors shall support being remapped in the controller	X	
Four / Eight opto-isolated inputs shall be provided on the CDC connectors for pedestrian switch or other inputs which require additional isolation.	X	
8.0 - Field Input Termination Assembly	YES	NO
- Shall be vertically side wall panel mounted or horizontally rack mounted.	X	
- Shall be connected to the Input Assembly	X	
- Shall provide termination points to connect inputs to the CDC connector located on the Input Assembly.	X	
- Each assembly shall accommodate 24 input channels.	X	
- Each Field Input Termination assembly shall be labeled according to the total number of inputs included in the cabinet assembly.	X	
9.0 - Output Assembly One (1-16 Output Channels)	YES	NO
The Output Assembly One shall be an EIA-310B rack mounted assembly. The Output Assembly shall house eight Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP-FU) providing 16 channels for 48 load circuits	X	
Shall be factory configurable for use with either 48VDC or 120VAC signal heads.	X	
One resident Model 2218 Serial Interface Unit (SIU2) shall provide interface and control.	X	
The Output Assembly shall house a CMUip-2212-HV Cabinet Monitor Unit (CMUip), Model 428 Series Main Contactor, Main Contactor status indicator, Stop Time Switch, Auto/Flash Switch, Equipment On/Off Switch, and Momentary 24VDC Bypass Switch.	X	
Output Assembly 24VDC bypass switch shall provide a momentary 24VDC voltage to the HDSPs during flash mode for troubleshooting purposes.	X	
Output Assembly One shall be labeled for Output channels 1-16.	X	
9.1 - Output Assembly Two (17-32 Output channels) OPTIONAL	YES	NO
The Output Assembly shall be an EIA-310B rack mounted assembly. The Output Assembly shall house eight Model 2202-HV Universal High-Density Switch Pack / Flasher Units (HDSP-FU) providing 16 channels for 48 load circuits.	X	
One resident Model 2218 Serial Interface Unit (SIU2) shall provide interface and control.	X	
Shall be configurable for use with either 48VDC or 120VAC signal heads.	X	
The Output Assembly shall house a Model 428 Series Main Contactor, Main Contactor	X	
Output Assembly Two shall be labeled for Output channels 17-32.	X	
9.2 - Field Output Termination Assembly One (Output channels 1-16)	YES	NO
The 16-Channel Field Output Termination Assembly 1 shall be connected to the 16-Channel Output Assembly 1 via eight cable harnesses and shall house eight Struthers Dunn Model 2205 High-Density Flash Transfer Relays (HDFTR	X	
The HDFTR and Flash Program Blocks (FPB) shall be provided to control and select the flash indicator color (red, yellow, or dark) during ATC Cabinet Flash mode.	X	

Pluggable and replaceable transient Surge Protectors shall be provided at the field terminals for the protection of the HDSP-FU. A visual method shall be provided to indicate the transient protector has failed.	X	
Test connectors, in parallel with the field output terminals, shall be provided as a convenient method to attach test fixtures and intersection displays.	X	
A PTC fuse protected receptacle, configurable for 120VAC or 48 VDC shall be provided that can be used as a test power source during signal head installation.	X	
Shall be configurable for use with either 48VDC or 120VAC signal heads.	X	
Field Output Termination Assembly shall be provided with a minimum of two, 3 position Phoenix contact terminal blocks, Model 1720589 Sockets and Model 1778078 Plugs or approved equal, per channel. (Minimum total number of 32 connectors per assembly). Each load Terminal Block receptacle shall be labeled with the number of its associated channel.	X	
9.3 - Field Output Termination Assembly Two (Output channels 17-32) OPTIONAL	YES	NO
The Sixteen (16)-Channel Field Output Termination Assembly Two shall be connected to the 16-Channel Output Assembly Two via eight cable harnesses and shall house eight (8) Struthers Dunn Model 2205 High-Density Flash Transfer Relays (HDFTR	X	
The HDFTR and Flash Program Blocks (FPB) shall be provided to control and select the flash indicator color (red, yellow, or dark) during ATC Cabinet Flash mode.	X	
Pluggable and replaceable transient Surge Protectors shall be provided at the field terminals for the protection of the HDSP-FU. A visual method shall be provided to indicate the transient protector has failed.	X	
Test connectors, in parallel with the field output terminals, shall be provided as a convenient method to attach test fixtures and intersection displays.	X	
A PTC fuse protected receptacle, configurable for 120VAC or 48 VDC shall be provided that can be used as a test power source during signal head installation.	X	
Shall be configurable for use with either 48VDC or 120VAC signal heads.	X	
Field Output Termination Assembly Two shall be labeled for Output channels 17-32.	X	
Field Output Termination Assembly shall be provided with a minimum of two, three position Phoenix contact terminal blocks, Model 1720589 Sockets and Model 1778078 Plugs or approved equal, per channel. (Minimum total number of 32 connectors per assembly) Each load Terminal Block receptacle shall be labeled with the number of its associated channel.	X	
9.4 - Service Assembly	YES	NO
The Service Assembly shall be modular and shall be mounted on a side rail in the EIA 19" rack at the lowest position under the other assemblies.	X	
Shall provide the Main circuit breaker, a GFCI protected duplex outlet protected by a 15A circuit breaker, an HE1750 transient protection and noise filter device or approved equal.	X	
Shall provide two, main power entry terminal blocks, one for service power and one for a backup power source. Terminal blocks shall be protected with a clear polycarbonate cover.	X	
Shall include a relay to provide automatic transfer switching between service and backup power sources. Power from the backup power source shall activate the relay.	X	
Shall include a 12 VAC transformer for powering isolated pedestrian switch circuits.	X	
Shall include an additional AC outlet whose power source is derived after the HE1750 transient suppressor.	X	
10.0 - Components		
10.1 - Universal High-Density Switch Pack (HDSP) Model 2202-HV	YES	NO
When located in the Output Assembly, the HDSP shall be:	X	
- Two (2) channels per card	X	
- Six (6) outputs rated at 5 mA to 1 Amp (1-135 watts)	X	
- Over-current protected	X	

- Load current monitored for each output		
- Modular PCB based plug-in device containing six (6) solid-state switches	X	
- 1.2" x 4.5" card format with DIN style connector	X	
- LED compatible to <2 watts		
- CMU-ip controlled output over-ride for fail-safe operation	X	
- "ID" Led for each channel driven by CMU-ip based trouble-shooting	X	
- Serial Bus #3 compatible	X	
10.2 - Universal High-Density Flasher Units (HDFU) Model 2202-HV	YES	NO
When located in the Power Assembly, the HDSP-FU shall be:	X	
- Two (2) channels per card	X	
- Four (4) outputs rated at 5 mA to 2 Amps each	X	
- Over-current protected	X	
- Load current monitored for each output	X	
- Modular PCB-based plug-in device containing four solid-state switches	X	
- 1.2" x 4.5" card format with DIN style connector	X	
- Supports CMU-ip Flasher Alarm function	X	
10.3 - Cabinet Monitor Unit (CMU-ip) Model 2212-HV	YES	NO
- The CMUip-2212-HV Cabinet Monitor Unit (CMU-ip) shall be a compact, pluggable and modular.	X	
- The monitor shall be able to fully monitor Thirty-two (32) channels of output.	X	
- Shall utilize direct SB#3 communication to each HDSP-FU for field voltage and load current status.	X	
- Shall include an Ethernet port for diagnostics.	X	
- The CMUip shall be programmed with an interchangeable data key.	X	
- Shall include a built-in diagnostic wizard that analyzes the ATC controller output commands and HDSP-FU field input status	X	
- Isolates whether the cabinet fault was caused by an ATC malfunction or a failure in the load bay or field wiring	X	
- Identifies the faulty channel(s) and output directly	X	
- Provides guidance on how the technician should isolate the cause of the malfunction	X	
10.4 - Auxiliary Display Unit (ADU) Model 2220 (or equivalent)	YES	NO
- The ADU-2220 shall be a rack mounted display module.	X	
- The Thirty-Two (32) channels shall display the RYG status plus a blue LED for fault status.	X	
- The built-in Diagnostic Wizard shall provide a concise view of the signal states involved in the fault, pinpoints faulty signal inputs, and provide guidance on how the technician should isolate the cause of the malfunction.	X	
- The ADU as a minimum shall allow a technician to view status, configuration settings, voltages, currents, and event logs.	X	
10.5 - Serial Interface Unit (SIU2) Model 2218 (or equivalent)	YES	NO
- The Model 2218 Serial Interface Unit (SIU2) shall be a modular PCB-based plug-in device.	X	
- The SIU2 shall convert serial data from the ATC Controller into parallel outputs to each input or output assembly.	X	
- The SIU2 shall convert parallel inputs from the input assembly into serial data to the ATC Controller.	X	
- The SIU shall provide 54 programmable inputs / outputs.	X	
- The SIU shall provide 4 opto-isolated inputs.	X	
- The SIU shall be provided with diagnostic monitoring software that can interface to the SIU through an EIA-232 port on the SIU.	X	
- The width of the SIU faceplate shall be 1.5 inches.	X	

10.6 - High-Density Flash Transfer Relay (HDFTR) and Main Contactor - Model 2205 (or equivalent)	YES	NO
- Hermetically Sealed so that the unit is moisture proof to prevent contact contamination and that is insect proof (fire ant, etc.).	X	
- Dry Nitrogen Filled to protect contacts from corrosion and prevent condensation	X	
- Constructed of a metal body that is shock and impact resistant	X	
- Constructed with solid pins that are bend proof	X	
- Rated to 5 Amps @ 120 VAC switching, 10 Amps surge	X	
- Forty-Eight (48) VDC coil voltage	X	
- LED indicator to display contact transfer position	X	
11.0 - Cabinet Design and Construction	YES	NO
General:		
The cabinet housings required to house the ATC Cabinet components shall meet all applicable industry standards of the type of cabinet enclosure to be supplied.	X	
Cabinet door locks	X	
Cabinet ventilation	X	
• Air filter	X	
• Cabinet lighting	X	
• Cabinet finish	X	
• Shelving	X	
• Document drawers or holder	X	
• Power outlet strip	X	
• Additional AC+ outlets	X	
• Additional GFCI outlets	X	
• Additional Gnd. or neutral bus	X	
11.1 - Cabinet Panels and Equipment	YES	NO
Pre-Emption	X	
Options for connecting emergency vehicle and railroad pre-emption include:	X	
Pre-Emption card in Input Assembly	X	
Through "Spares" connector on Output Assembly	X	
11.2 - Cabinet Test Switches	YES	NO
AUTO/FLASH SWITCH - When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall not be stop timed when in flash. Wired according to NEMA-TS2-2003 the CMU forces the controller to initiate the start-up sequence when existing flash.	X	
STOP TIME SWITCH - When applied, the controller shall be stop timed in the current interval.	X	
CONTROL EQUIPMENT POWER ON/OFF - This switch shall control the power to the Controller, ADU, Input Assembly, & Output Assembly.	X	
FTR TEST - This switch shall restore the +24VDC to the HDSPs in a Flash Condition.	X	
11.3 - Police Door Switch Panel shall contain the following:	YES	NO
SIGNALS ON/OFF SWITCH - In the OFF position, power shall be removed from signal heads in the intersection. The controller shall continue to operate. When in the OFF position, the CMU shall not conflict or require reset.	X	
AUTO/FLASH SWITCH - When in the flash position, power shall be maintained to the controller and the intersection shall be placed in flash. The controller shall be stop timed when in flash. Wired according to NEMA-TS2-1998 the CMU forces the controller to initiate the start-up sequence when exiting flash.	X	
AUTO/MANUAL SWITCH - Cabinet wiring shall include provisions for an AUTO/MANUAL switch and a momentary push button or hand cord.	X	

Single- or double-pole switches may be provided, as required.	X	
Any exposed terminals or switch solder points shall be covered with a non-flexible shield to prevent accidental contact.	X	
All switch functions must be permanently and clearly labeled.	X	
All wire routed to the police door & test switch push button panel shall be adequately protected against damage from repetitive opening and closing of the main door.	X	
12.0 - Testing and Warranty	YES	NO
12.1 - Testing		
Each controller and cabinet assembly shall be tested as a complete entity under signal load for a minimum of 48 hours	X	
Each assembly shall be delivered with a signed document detailing the cabinet final tests performed.	X	
The cabinet shall be assembled and tested by the controller manufacturer or authorized local distributor to ensure proper component integration and operation.	X	
12.2 - Warranty	YES	NO
The controller and CMU shall be warranted by the manufacturer against mechanical and electrical defects for a period of two years from date of shipment. The manufacturer's warranty shall be supplied in writing with each cabinet and controller. Second party extended warranties are not acceptable.	X	
The cabinet assembly and all other components shall be warranted for a period of one year from date of shipment.	X	
Any defects shall be corrected by the manufacturer or supplier at no cost to the owner.	X	

APPENDIX C
BIDDER INFORMATION & ACKNOWLEDGEMENTS

1. BIDDER INFORMATION

Business Organization

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

UTILICOM SUPPLY ASSOCIATES LLC

Doing-Business-As Name of Proposer:

Same as above

Principal Office Address:

4400 Shackleford Road

Norcross, GA. 30093

Telephone Number:

205-995-2855 AL Office 404-298-7700 GA Office

Fax Number:

404-298-8810

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

Corporation

Partnership

Individual

Joint Venture

Other (describe):

X

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

N/A

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: January 3, 2007
Location of organization: Georgia
The partnership is: General ☐ Limited ☒

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

James Mulcay - President
Ed Cooper - Vice President

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: N/A
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

Rocky Garrison
Print or Type Name of Proposer

August 7, 2025
Date

Utilicom Supply Associates LLC
Legal Name of Firm

4400 Shackleford Road
Mailing Address

Norcross GA 30093
City State Zip Code

205-995-2855 404-298-8810
Phone Fax

tcoggins@utilicomsupply.com
Email Address

rgarrison@utilicomsupply.com

www.utilicomsupply.com
Website Address

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

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: 20-8203587 GA R000740077 AL Tax ID
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature:  Title (if applicable): Account Manager
Type or legibly write name: Rocky Garrison Date: August 7, 2025



Alabama Secretary of State



UTILICOM SUPPLY ASSOCIATES, LLC	
Entity ID Number	000-508-725
Entity Type	Foreign Limited Liability Company
Principal Address	4400 Shackleford Road Norcross, GA 30093
Principal Mailing Address	4400 Shackleford Road Norcross, GA 30093
Status	Exists
Place of Formation	Georgia
Formation Date	01/03/2007
Qualify Date	02/08/2018
Registered Agent Name	Delaware Business Filings Incorporat
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	
Doing Business in AL Since	02/05/2018
Annual Reports	
Report Year	2021 2022 2023
Scanned Documents	
Document Date / Type / Pages	02/08/2018 Certificate of Formation 2 pgs.

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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the Utilicom Supply Associates, 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.

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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 antidiscrimination 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@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

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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

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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.
- 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,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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



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Approved by:

Employer Utilicom Supply Associates, LLC	
Name (Please Type or Print) Barry K Wallace	Title
Signature Electronically Signed	Date 06/10/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 06/10/2011



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Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Utilicom Supply Associates, LLC
Company Facility Address	4400 Shackleford Road Norcross, GA 30093
Company Alternate Address	P.O. Box 3689 Lilburn, GA 30048
County or Parish	GWINNETT
Employer Identification Number	208203587
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1



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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:

GEORGIA

1 site(s)



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

Name	Barry K Wallace
Phone Number	(404) 298 - 7700
Fax Number	(404) 298 - 8810
Email Address	sfiddler@utilicomsupply.com



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