



# Huntsville, Alabama

305 Fountain Circle  
Huntsville, AL 35801

## Cover Memo

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**Meeting Type:** City Council Regular Meeting **Meeting Date:** 8/22/2024

**File ID:** TMP-4497

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**Department:** Finance

**Subject:**

**Type of Action:** Approval/Action

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

Resolution No.

**Finance Information:**

**Account Number:** See additional comments below.

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

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

**Special Circumstances:**

**Grant Funded:** \$ N/A

**Grant Title - CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:**

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

**Additional Comments:**

Standard of periodic bid utilizes by various departments.

Update of Bid:

Republic Services of Huntsville - Refuse Container & Services (General Services)

Defense Pest Solutions - Pest Control Services (General 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:**

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Republic Services of Huntsville	Refuse Container & Services	One Year W/Extensions
Defense Pest Solutions	Pest Control Services	One Year W/Extensions

**ADOPTED** this the 22nd day of August, 2024.

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

**APPROVED** this the 22nd day of August, 2024.

\_\_\_\_\_  
Mayor of the City of Huntsville, Alabama



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 8/2/24  
FROM: John Lang DEPT: General Services  
BID #: 53-2024-14 COMMODITY/SERVICE: Refuse Container & Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Republic Services of Huntsville

RECOMMENDATION: The General Services Department recommends Republic Services of Huntsville.  
Republic Services of Huntsville was the lowest responsive bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

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


### APPROVALS:

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

**John Lang** Digitally signed by John Lang  
Date: 2024.08.02 12:06:27 -05'00'

Department Head

Date

 Digitally signed by Tamara M Yancy  
Date: 2024.08.02 12:29:35 -05'00'

08.02.2024

Procurement Manager

Date

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



# HUNTSVILLE

Tommy Battle  
Mayor  
**City of Huntsville, Alabama**  
Finance Department  
Procurement Services Division

## **Invitation For Bids Refuse Container & Services**

Invitation for Bid #:	53-2024-14
Issue Date:	July 10, 2024
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Pre-Bid Conference Date:	N/A
Deadline for Questions Date:	July 24, 2024 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:buyer@huntsvilleal.gov">buyer@huntsvilleal.gov</a>
IFB Closing Date:	August 1, 2024 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a> (256) 564-8060
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original
City File Reference:	Refuse Container & Service 2024

## Appendix D

### APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	<b>B. LAW AND REGULATIONS</b>		
2	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	<b>D. SCOPE OF SERVICES</b>		
	The contract shall be a fixed price service contract. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
	Bidders have three years of experience in Refuse Container & Services and possess all tools of the trade.	✓	
	Delivery within four (4) hours after receipt of order. The City of Huntsville will make every effort to schedule refuse containers in advance of scheduled events; however, there may be occasions when notice is given on a case-by-case basis, necessitating immediate delivery.	✓	
	Locations and services subject to change by either increasing or decreasing. The Contractor shall furnish refuse containers for special events in sizes and quantities as required on an "as-needed" basis.	✓	
	Local office must be located within 50 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	✓	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$50,000 or more shall not be authorized under this contract.	✓	
	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	✓	
	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled workman will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	
	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	

Invitation for Bid # 53-2024-14

City of Huntsville Refuse Container &  
Services

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	The contractor must provide competent workmen and supervision.		
	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	✓	
	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
	The Contractor shall furnish refuse containers at locations and will service weekly or based on a frequency determined by the General Services representative. Additional servicing will be on an "as-needed" basis. Areas must be clean of any overflow that fall out of containers.	✓	
	Contractor shall be liable for any and all damage to property of the City of Huntsville and any residents which may result from performance of the service functions. Damage by contractor and service personnel shall be required and restored without cost to the City of Huntsville or its residents.	✓	
	The bidder shall include the name of the vendor representative for the City's refuse account. If the representative changes, the City shall be notified of the change to include name and contact numbers for said person.	✓	
	Bidder shall keep all dumpsters in good condition mechanically and in professional appearances as determined by the General Services representative. All equipment is required to be of sufficient size and produce a satisfactory quality of work. Dumpsters deemed in poor condition by the General Services representative, shall be painted or replaced based on degree of poor condition.	✓	
	Hours of deliveries and pickups shall be 7:00 a.m. thru 8:00 p.m. Dumpsters must be picked up and returned the same day within the departments working hours.	✓	
	Any person employed by the Contractor or by a Subcontractor who, in the opinion of the General Service Representative, does not perform his/her work in a proper and skillful manner shall, at written request of the General Services Representative, be removed from providing work under this contract by the Contractor or Subcontractor employing such person, and shall not again be allowed to provide work under this contract without the approval of the General Services Representative.	✓	
	Should the Contractor fail to remove such person or persons as required above, or fail to furnish suitable and sufficient personnel for the proper prosecution of the work, the General Services Representative may suspend the work by written notice until compliance with such orders.	✓	
	When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed by the contract, the Contractor is free to use any methods or equipment that he demonstrates to the satisfaction of the General Services Representative will accomplish the contract work in conformity with the requirements of the contract.	✓	
	When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the General Services Representative. If the Contractor desires to use a method or type of equipment other than those specified in the contract, he may request authority from the General Services Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after work produced does not met contract requirements, the Contractor shall discontinue construction with the specified methods and equipment.	✓	
	<b>G. BACKGROUND CHECKS</b>		

Invitation for Bid # 53-2024-14

City of Huntsville Refuse Container &  
Services

See Cover letter  
Item #7

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	<b>H. OSHA &amp; LOCK OUT TAG OUT</b>		
	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	<b>I. ADDITIONAL VENDOR REQUIREMENTS</b>		
	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: a. The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service. b. The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service. c. The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.	✓	
	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	✓	
	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	✓	
	<b>J. REPAIR STATUS, WHEN A DELAY</b>		
	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	✓	
	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	
	<b>K. EXECUTION OF WORK</b>		
	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$100,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	

Invitation for Bid # 53-2024-14

City of Huntsville Refuse Container &  
Services

*operating days and times  
are subject to permitted  
landfill hours*

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>L. RESPONSE TIME</b>		
	The contractor shall have personnel available to provide services on a twenty-four (24) hour a day, seven (7) days a week basis.	↑	
	All work shall be started within two (2) hours for emergencies and four (4) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	✓	
	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
	<b>M. INSPECTION AND ACCEPTANCE</b>		
	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	✓	
	<b>N. CALL BACK SERVICES</b>		
	Call back service for previous services will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within two (2) hour of notification for emergencies and four (4) hours for non-emergencies unless further delay is authorized.	✓	
	<b>O. ALLOWANCE OF IN-HOUSE WORK</b>		
	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	<b>P. MATERIALS &amp; EQUIPMENT</b>		
	All materials to be used on each job must be approved by General Services Representative.	✓	
	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.		
	Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).		
	A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	✓	
	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	✓	
	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	<b>Q. SUMMARY REPORT</b>		

Invitation for Bid # 53-2024-14



City of Huntsville Refuse Container &  
Services

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Using the Summary Report, contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	<b>R. INVOICING</b>		
	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
	Original invoices shall be submitted at the completion of each job with the following information:  City of Huntsville Finance Department A/P Division accountspayable@huntsvilleal.gov P.O. Box 308 Huntsville, Alabama 35801 Telephone: 256-427-5660  Invoices may also be sent to General Services: Peggy.smith@huntsvilleal.gov  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary report with period of performance.	✓	
	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	<b>S. LABOR CHARGES</b>		
	The City does not pay overtime or holiday pay.	✓	
	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	<b>T. TRAVEL TIME</b>		
	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	<b>U. HOUR ROUNDING</b>		
	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	

Invitation for Bid # 53-2024-14

City of Huntsville Refuse Container &  
Services

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Phone Number: 256-712-5644 E-mail Address: Kent.Smith@madisonal.gov	✓	
	Company Name: Town of Crossville Contact Name: Karen Bruce Address: 14521 A1-68, Crossville AL 35962 Phone Number: 256-528-7121 E-mail Address: cityclerk@crossvillealabama.com	✓	

## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

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

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

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

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

					For Evaluation Purposes Only	
<u>Description</u>	<u>Service Per Week</u>	<u>Cost Per Week</u>	-	<u>Cost Per Day</u>	<u>Qty.</u>	<u>Subtotal</u>
<u>ROUTINE SERVICE OR PICK UP</u>						
1 each - 96 Gal Toter Rel	1 Day	\$ 17.32	÷ 7	\$ 2.47	30	\$ 75.00
1 each - 96 Gal Toter Rel	6 Days	\$ 98.15	÷ 7	\$ 14.02	30	\$ 425.00
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
4 each - 96 Gal Toter Recycle	1 Day	\$ 69.28	÷ 7	\$ 9.90	30	\$ 300.00
6 each – 96 Gal Toter Recycle	1 Day	\$ 103.92	÷ 7	\$ 14.85	30	\$ 450.00
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 2 YD	1 Day	\$ 7.78	÷ 7	\$ 1.11	30	\$ 33.69
1 each - 2 YD	2 Days	\$ 15.56	÷ 7	\$ 2.22	30	\$ 67.37
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00

					For Evaluation Purposes Only	
<u>Description</u>	<u>Service Per Week</u>	<u>Cost Per Week</u>	-	<u>Cost Per Day</u>	<u>Qty.</u>	<u>Subtotal</u>
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 4 YD	1 Day per Month	\$ 2.22	÷ 7	\$ .32	30	\$ 15.56
1 each - 4 YD	1 Day	\$ 15.56	÷ 7	\$ 2.22	30	\$ 67.37
1 each - 4 YD	2 Days	\$ 31.12	÷ 7	\$ 4.45	30	\$ 134.75
1 each - 4 YD	3 Days	\$ 46.68	÷ 7	\$ 6.67	30	\$ 202.12
1 each - 4 YD	4 Days	\$ 62.24	÷ 7	\$ 8.89	30	\$ 269.50
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
2 each - 4 YD	3 Days	\$ 93.36	÷ 7	\$ 13.34	30	\$ 404.25
1 each - 6 YD	1 Day	\$ 23.34	÷ 7	\$ 3.33	30	\$ 101.06
1 each - 6 YD	2 Days	\$ 46.68	÷ 7	\$ 6.67	30	\$ 202.12
1 each - 6 YD	3 Days	\$ 70.02	÷ 7	\$ 10.00	30	\$ 303.19
1 each - 6 YD	4 Days	\$ 93.36	÷ 7	\$ 13.34	30	\$ 404.25
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 8 YD	1 Day	\$ 32.12	÷ 7	\$ 4.45	30	\$ 134.75
1 each - 8 YD	2 Days	\$ 62.24	÷ 7	\$ 8.89	30	\$ 269.50
1 each - 8 YD	3 Days	\$ 93.36	÷ 7	\$ 13.34	30	\$ 404.25
1 each - 8 YD	4 Days	\$ 124.48	÷ 7	\$ 17.78	30	\$ 539.00
1 each - 8 YD	5 Days	\$ 155.60	÷ 7	\$ 22.23	30	\$ 673.75
1 each - 8 YD	6 Days	\$ 186.72	÷ 7	\$ 26.67	30	\$ 808.50
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00

					For Evaluation Purposes Only	
<u>Description</u>	<u>Service Per Week</u>	<u>Cost Per Week</u>	<u>-</u>	<u>Cost Per Day</u>	<u>Qty.</u>	<u>Subtotal</u>
2 each - 8 YD	2 Days	\$ 124.48	÷ 7	\$ 17.78	30	\$ 539.00
2 each - 8 YD	4 Days	\$ 248.96	÷ 7	\$ 35.57	30	\$ 1,078.00
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 8 YD Lockable	1 Day	\$ 33.43	÷ 7	\$ 4.78	30	\$ 144.75
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 8 YD Recycle	2 Days	\$ 62.24	÷ 7	\$ 8.89	30	\$ 269.50
1 each - 8 YD Recycle	4 Days	\$ 124.48	÷ 7	\$ 17.78	30	\$ 539.00
Cost Per Additional Pick-Up				\$ 75.00	4	\$ 300.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 20 YD Roll Off (3 Ton Max)	1 Day	\$ 80.83	÷ 7	\$ 11.55	30	\$ 350.00
Cost Per Additional Pick-Up				\$ 350.00	4	\$ 1,400.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
1 each - 30 YD Roll Off (3 Ton Max)	1 Day	\$ 80.83	÷ 7	\$ 11.55	30	\$ 350.00
Cost Per Additional Pick-Up				\$ 350.00	4	\$ 1,400.00
New Service (Drop Off)				\$ 125.00	1	\$ 125.00
<b><u>MISCELLANEOUS COSTS</u></b>						
Cost Per Additional Ton Construction Debris				\$ 32.00	1 Ton	\$ 32.00
Dumpster Overfill Charge				\$ 55.00	1 each	\$ 55.00
<b><u>SPECIAL EVENTS OR OCCASIONS (Include Delivery &amp; 1 Pick Up)</u></b>						
96 Gal Toter				\$ 125.00	1 each	\$ 125.00



<u>Description</u>	<u>Service Per Week</u>	<u>Cost Per Week</u>	-	<u>Cost Per Day</u>	For Evaluation Purposes Only	
					<u>Qty.</u>	<u>Subtotal</u>
Additional Service				\$ 75.00	1 each	\$ 75.00
96 Gal Toter Recycle				\$ 125.00	1 each	\$ 125.00
Additional Service				\$ 75.00	1 each	\$ 75.00
2 YD				\$ 125.00	1 each	\$ 125.00
Additional Service				\$ 75.00	1 each	\$ 75.00
4 YD				\$ 125.00	1 each	\$ 125.00
Additional Service				\$ 75.00	1 each	\$ 75.00
6 YD				\$ 125.00	1 each	\$ 125.00
Additional Service				\$ 75.00	1 each	\$ 75.00
8 YD				\$ 125.00	1 each	\$ 125.00
Additional Service				\$ 75.00	1 each	\$ 75.00
8 YD Recycle				\$ 125.00	1 each	\$ 125.00
Additional Service				\$ 75.00	1 each	\$ 75.00
20 YD Roll Off				\$ 475.00	1 each	\$ 475.00
Additional Service				\$ 350.00	1 each	\$ 350.00
30 YD Roll Off				\$ 475.00	1 each	\$ 475.00
Additional Service				\$ 350.00	1 each	\$ 350.00
<b>SUBTOTAL</b>						<b>\$ 19,767.23</b>

- Two (2) tons CD maximum disposal – additional tonnage subject to unit price(s)
- Quantities provided are for evaluation purposes only. Actual amounts will be subject to amounts needed.

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.

BFI Waste Services LLC, DBA Republic  
Printed legal name of Bidder

Services of  
Huntsville

  
Signature

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

7/31/24  
Date

## APPENDIX H

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

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

- Legal name(s) (include "doing business as", if applicable): BFI Waste Services LLC  
PBA Republic Services of Huntsville
- City of Huntsville current taxpayer identification number (if available): 129  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>602-778 Alabama</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): GM  
Type or legibly write name: Michael McCurs Date: 7/31/24





# Alabama Secretary of State



BFI Waste Services, LLC	
Entity ID Number	000-602-778
Entity Type	Foreign Limited Liability Company
Principal Address	18500 NORTH ALLIED WAY PHOENIX, AZ 85054
Principal Mailing Address	18500 NORTH ALLIED WAY PHOENIX, AZ 85054
Status	Exists
Place of Formation	Delaware
Formation Date	10/10/2000
Qualify Date	10/25/2000
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON ST., SUITE 605 MONTGOMERY, AL 36104
Nature of Business	NON-HAZARDOUS SOLID WASTE MANAGEMENT & ALL LAWFUL ACTIVITY
Annual Reports	
Report Year	<u>2022</u> <u>2023</u>
Transactions	
Transaction Date	12/18/2000
Miscellaneous Filing Entry	AMENDMENT FILED SOLE MEMBER IS BFI WASTE SYSTEMS OF NORTH AMERICA, INC.
Transaction Date	11/09/2006
Principal Office Changed From	15880 N GREENWAY HAYDEN LOOP STE 100 SCOTTSDALE, AZ 85260
Transaction Date	03/08/2010
Registered Agent Changed From	THE CORPORATION COMPANY 2000 INTERSTATE PARK DR STE 204 MONTGOMERY, AL 36109
Scanned Documents	
Document Date / Type / Pages	<u>10/25/2000</u> <u>Certificate of Formation</u> <u>1pg.</u>

BFI Waste Services, LLC	
Document Date / Type / Pages	<u>12/18/2000</u> <u>Miscellaneous Entry</u> <u>1</u> pg.
Document Date / Type / Pages	<u>11/09/2006</u> <u>Principal Address Change</u> <u>2 pgs.</u>
Document Date / Type / Pages	<u>03/08/2010</u> <u>Registered Agent</u> <u>Change</u> <u>1 pg.</u>
Document Date / Type / Pages	<u>03/04/2024</u> <u>Articles of Amendment</u> <u>3 pgs.</u>

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

An error occurred while processing your request.

## Appendix C

### APPENDIX C BIDDER INFORMATION & ACKNOWLEDGEMENTS

#### 1. BIDDER INFORMATION

##### Business Organization

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

BFI Waste Services LLC, DBA Republic Services of Huntsville

Doing-Business-As Name of Proposer:

Republic Services of Huntsville

Principal Office Address:

Republic Services - Corporate

18500 North Allied Way

Phoenix, AZ 85054

Telephone Number:

480-627-2704

Fax Number:

205-929-5680

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:

10-10-2000

Location of incorporation:

Delaware

The corporation is held:

Publicly ☒ Privately ☐

Names and titles of corporate officers:

See attached Corporate data sheet

##### Partnership Statement

If a partnership, answer the following:

Invitation for Bid # 53-2024-14

City of Huntsville Refuse Container &  
Services

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

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

N/A

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

N/A

**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

Invitation for Bid # 53-2024-14

City of Huntsville Refuse Container &  
Services

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 (c) (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

Print or Type Name of Proposer

Date

BFI Waste Services LLC,  
DBA Republic Services of Huntsville  
Legal Name of Firm

4704 Commercial Dr. NW  
Mailing Address

Huntsville AL 35810  
City State Zip Code

256-327-4400 N/A  
Phone Fax

JSadler@republicservices.com  
Email Address

www.RepublicServices.com  
Website Address

Invitation for Bid # 53-2024-14

## E-Verify



Company ID Number: 40635  
Client Company ID Number: 356205

### THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

#### ARTICLE I

##### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), BFI Waste Services, LLC (Employer), and LawLogix Group, Inc. (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

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). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

#### ARTICLE II

##### FUNCTIONS TO BE PERFORMED

###### A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

City of Huntsville Refuse Container &  
Services



Company ID Number: 40635  
Client Company ID Number: 356205

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

**Approved by:**

**Employer** BFI Waste Services, LLC

*Alexander U*  
Name (Please Type or Print)

*Alexander U*  
Signature

*Director - Employment Practices*  
Title

*9/21/10*  
Date

**Designated Agent** LawLogix Group, Inc.

**Craig Duff**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

*09/08/2010*

Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date

**Information Required  
For the E-Verify Designated Agent Program**

**Information relating to your Company:**



# HUNTSVILLE

Finance Department  
Procurement Services Division

## CONTRACT/BID AWARD RECOMMENDATION FORM

**TO:** Procurement Services **DATE:** 8/2/24  
**FROM:** John Lang **DEPT:** General Services  
**BID #:** 52-2024-14 **COMMODITY/SERVICE:** Pest Control Services

**AGREEMENT BETWEEN CITY OF HUNTSVILLE AND** Defense Pest Solutions

**RECOMMENDATION:** The General Services Department recommends Defense Pest Solutions.  
Defense Pest Solutions was the lowest responsive bidder for this service.

DESCRIPTION	PRICE	UOM	COMMENT
See Attached Bid Tabulation			

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

### APPROVALS:

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

**John Lang**

Digitally signed by John Lang  
Date: 2024.08.02 12:11:20 -05'00'

Department Head

Date

Digitally signed by Tamara M  
Yancy  
Date: 2024.08.02 12:30:14 -05'00'

08.02.2024

Procurement Manager

Date

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





# HUNTSVILLE

Tommy Battle

Mayor

**City of Huntsville, Alabama**

Finance Department

Procurement Services Division

## **Invitation For Bids Pest Control Services**

Invitation for Bid #:	52-2024-14
Issue Date:	July 10, 2024
Bid Bond Requirements:	No, a Bid Bond is not required
Certificate of Insurance Requirements:	Yes, a certificate of insurance is required
Pre-Bid Teleconference Date and Time:	N/A
Non-Mandatory Pre-Bid Conference Date:	July 16, 2024 @ 2:00 PM 305 Fountain Circle – Room 522
Deadline for Questions Date:	July 24, 2024 @ 2:00 PM All questions must be submitted in writing to <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a>
IFB Closing Date:	August 1, 2024 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Carrie Power <a href="mailto:carrie.power@huntsvilleal.gov">carrie.power@huntsvilleal.gov</a> (256) 564-8060
City Internet Site:	<a href="https://www.bidnetdirect.com/alabama/cityofhuntsville">https://www.bidnetdirect.com/alabama/cityofhuntsville</a>
IFB E-Documents:	N/A
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Pest Control Services 2024

## APPENDIX D DETAILED REQUIREMENTS CHECKLIST

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

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<b>A. NOTICE TO BIDDERS</b>		
1.	Each bidder, before submitting a bid shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done, it being understood that the submission of a bid is an agreement with all of the items and conditions referred to herein.	✓	
	<b>B. LAW AND REGULATIONS</b>		
2.	The contractor shall perform in accordance with all applicable state, local and federal regulations and legal requirements in his performance of the contract.	✓	
	<b>C. LICENSES, APPROVALS, PERMITS, ETC.</b>		
3.	The successful contractor must have in place, before the award of the bid, any and all local, state and federal licenses, approvals, permits, authorizations and/or certifications which would be applicable for all services to be rendered during the term of the agreement.	✓	
	<b>D. SCOPE OF SERVICES</b>		
4.	The contract shall be a fixed labor rate with reimbursement for materials. The contractor must furnish all labor, materials, tools of the trade, equipment, subcontractor work, supervision, and other services, without exception, for the proper execution and completion of the contract.	✓	
5.	Facilities not listed on the Appendix F Bidder Pricing Form shall be a fixed hourly labor rate with reimbursement for materials.	✓	
	<b>E. CONTRACTOR REQUIREMENTS</b>		
6.	Bidders have three years of experience in pest control services and possess all tools of the trade.	✓	
7.	Local office must be located within 50 miles of the City of Huntsville Municipal Building (308 Fountain Circle; Huntsville, AL 35801)	✓	
	<b>F. RESPONSIBILITY OF THE CONTRACTOR</b>		
8.	The successful contractor must inspect each job and provide a written estimate of the materials and labor hours at the hourly contract rate per labor category in a timely manner. Any estimate of \$100,000 or more shall not be authorized under this contract.	✓	
9.	A purchase order will be issued based upon the estimate which will also serve as the contractor's authorization to proceed. No work shall be performed without a purchase order from the General Services Department.	✓	
10.	At the completion of work, an invoice must be submitted for the actual cost and itemized in accordance with the contract for each labor category. Only one (1) skilled technician will be allowable on repair projects unless approved by the General Services Representative. Under no circumstances shall any invoice exceed the original estimate.	✓	
11.	The contractor is responsible to familiarize himself with local conditions, nature and extent of work, and to carefully examine the specifications.	✓	
12.	The contractor must provide competent workmen and supervision.	✓	
13.	Take all precautions necessary to protect persons and property from injury or damage during the performance of this contract. The contractor is responsible for any injury to himself, his employees, or others as well as for any damage to personal or public property	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	that occurs during the performance of this contract that is caused by him or his employee's fault or negligence.	✓	
14.	Perform work without unnecessarily interfering with the City of Huntsville activities or other contractor(s).	✓	
15.	A guaranteed program for the elimination of insect and rodent pests must be implemented. It is incumbent upon the successful bidder to carry out this guaranteed program to meet the needs of the City. All bidders must guarantee that during the period of continued service, pests will not become established in these areas, will not harbor or multiply, and will be eliminated.	✓	
16.	The guaranteed program to be implemented will consist of elimination of cockroaches and rodents by use chemical and mechanical means. Also, an effective monthly program is to be provided for ants and other crawling and/or flying insects with the exception of termites. An effective program to control spiders, to include brown recluse and black widow, is to be provided.	✓	
17.	A thorough inspection and written report shall be made for termites annually. If termites are detected, the contractor must contact General Services immediately. The Contractor must provide a recommended plan of treatment along with the cost of the treatment for the consideration of the City. Treatment for termites must receive prior approval from General Services. All sticky traps installed must be checked monthly and removed if insects were trapped on it.	✓	
18.	If brown recluse spiders or black widow spiders are detected, the contractor must contact General Services immediately. The Contractor must provide a recommended plan of treatment along with the cost of the treatment per square footage listed on pricing sheet for the consideration of the City. Treatment for brown recluse spiders and black widow spiders must receive prior approval from General Services.	✓	
19.	Chemicals and devices used by the Contractor must meet all requirements of the State of Alabama, all local and federal safety codes. Upon award of the bid and within seven (7) business days, the vendor must supply MSDS Sheets and labels for chemicals used on City property.	✓	
20.	Mechanical treatment must include the use of an electric air atomizing unit, an electric aerosol generator, and/or an electric ULV/ULD device designed specifically for crack and crevice injection and treatment, not for space spray treatment of crawling insects. Additional mechanical means can be used as long as they meet the laws of the above mentioned authorities. These additional means are to be used in conjunction with the previous listed required electrical device.	✓	
21.	Contractor will be expected to use the approved chemicals and required electrical device to affect a completely satisfactory pest elimination program acceptable by government regulations for use in food areas. If, and when, chemicals and devices become ineffective in the elimination of pests, Contractor will be expected to make financial adjustments according to their guarantee. If this ineffectiveness is not corrected by the Contractor, the City of Huntsville has the right to terminate service agreement without recourse by contractor.	✓	
22.	The City reserves the right to make inquiries regarding all treatment application methods and products used by the Contractor.	✓	
23.	All work shall be executed in a manner and in a time-frame that will cause the least practical disturbance to the occupants of each building. Before any work is commenced, a plan of operation shall be presented and approved by the City.	✓	
24.	Upon arriving at a facility, the Contractor's representative will be responsible to: <ul style="list-style-type: none"> <li>Greet receptionist in a professional manner (some facilities require the representative to sign in)</li> <li>Request permission to service the facility</li> <li>Upon entering an office, permission must be gained to enter office</li> </ul>	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	When complete, advise the receptionist of completion		
25.	Call back service will be upon request by City of Huntsville when previous treatment fails to eliminate the pests specified herein. Calls outside the normal treatment period shall be responded to immediately and no additional cost to the City.	✓	
	<b>G. LOCATION OF WORK</b>		
26.	The work to meet the requirements of the Contract must be performed at various City work sites unless authorized by the City otherwise, for which more information will be provided later by the City, or upon request pursuant to an addenda issue if determined necessary by the City. Bidder shall make the inquiries it deems necessary in this regard, to avoid confusion by the bidder about its Contract obligations and to allow bidder to include any limitation on working conditions bidder deems necessary.	✓	
	<b>H. BACKGROUND CHECKS</b>		
27.	The successful bidder must have police background checks completed at their expense, on all employees that will be in City facilities. The background check must be maintained at the bidders place of business and be available for review at reasonable times by the General Services Department Director or his agent. Any negative history indicated on the background check must be immediately brought to the attention of the General Services Department. Any employees with a negative history on the background check must be approved by the General Services Department before entering a City facility to work on any portion of this bid.	✓	
	<b>I. OSHA &amp; LOCK OUT TAG OUT</b>		
28.	Contractor must abide by all OSHA regulations and requirements including Lock Out Tag Out of energy sources	✓	
	<b>J. ADDITIONAL VENDOR REQUIREMENTS</b>		
29.	<b>Check-In/Check-Out</b> At the City's option, the contractor may be required to check-in or check-out using one of the following methods: <ol style="list-style-type: none"> <li>The contractor shall post in a conspicuous place, at site locations, a check sheet and enter thereon the date of each service visit, the name of the individual performing the service, and the time of the service.</li> <li>The contractor shall call, from the work site location phone, the requesting department and give the operator the name of the individual performing the service, work order numbers, and the time of the start and stop of service.</li> <li>The contractor shall call, from the work site location phone, the requesting department and log into an automated check in system at the time of the start and stop of service.</li> </ol>	✓	
30.	The Contractor will be responsible for providing their lead personnel with cellular or digital portable telephones whereby they can be contacted and can contact the requesting department at all times.	✓	
31.	The Contractor's personnel must wear appropriate professional working attire including pants, shirts with sleeves, tennis shoes/boots and have a picture I.D. badge visibly worn at all times.	✓	
	<b>K. REPAIR STATUS, WHEN A DELAY</b>		
32.	Notify the requesting department whether project has been completed or if job site is abandoned to pick up or order materials to complete project and estimated time frame to return to job.	✓	
33.	In the event the Contractor must leave the site to purchase parts for the completion of job, this departure time must be reported to the requesting department with estimated time allotted to pick up parts and estimated time to return to the job site for the completion of the project. Time to and from location site not reported to the requesting department will not be credited for processing of invoices.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO

	<b>L. EXECUTION OF WORK</b>		
34.	When possible and practical, division personnel will instruct the contractor of what the work consists of and, when applicable, the materials and equipment to be used. A Purchase Order will be issued to the Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated technician hours. It is required that only one (1) technician will respond for a repair or maintenance call. Furthermore, the contractor must obtain approval to having another technician or helper on site to assist in repairs/maintenance. Any project, which is estimated at \$50,000 or more in cost, will be separately bid. No project shall be split in order to avoid this limitation.	✓	
35.	Work schedule shall be coordinated with the General Services representative to minimize the effect on the building occupants.	✓	
	<b>M. RESPONSE TIME</b>		
36.	The contractor shall have personnel available to provide repair and/or maintenance services on a twenty-four (24) hour a day, seven (7) days a week basis.	✓	
37.	All work shall be started within two (2) hours for emergencies and twenty-four (24) hours for non-emergencies after notification to proceed unless further delay is authorized by General Services. All such work shall be completed in accordance with the compilation schedule submitted as part of the written estimate.	✓	
38.	It is the intention of this contract that equipment be maintained so as to preserve the operating characteristics in line with the original design. Contractor must respond (including weekends) within the times listed in the main specification of the request for service. Should the City of Huntsville find through its own investigation or that of its representative that these standards are not being maintained, the contractor shall be given fourteen (14) days' notice to restore the performance to the required level. Failure by the contractor to restore the performance to the required level within that time shall constitute sufficient cause for termination of the contract by reason of default.	✓	
	<b>N. INSPECTION AND ACCEPTANCE</b>		
39.	The City of Huntsville inspection and acceptance of contractual compliance will be accomplished by a representative of General Services. General Services Management will approve a record of time and materials used for the job as maintained by the contractor, and state on the invoice that they inspected and accepted the work performed.	✓	
	<b>O. CALL BACK SERVICES</b>		
40.	Call back service for previous repairs or maintenance will be on a twenty-four (24) hour, seven (7) days a week basis at no additional cost to the City, and response time will be within one (1) hour of notification for emergencies and two (2) hours for non-emergencies unless further delay is authorized.	✓	
	<b>P. ALLOWANCE OF IN-HOUSE WORK</b>		
41.	No section or portion of this contract shall be construed or interpreted to preclude the City from accomplishing any task or undertaking any operation or project utilizing its own work force.	✓	
	<b>Q. MATERIALS &amp; EQUIPMENT</b>		
42.	New or added materials or equipment installed shall be invoiced at the Contractor's actual cost to include any and all discounts offered by their supplier. The Contractor must furnish all labor, tools, materials, equipment and subcontractor work required to provide all required services as outlined in this IFB. Material prices are subject to verification. The City of Huntsville may, at its option, furnish the materials or equipment. The successful bidder shall furnish materials unless otherwise directed by the City of Huntsville.	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	Such materials, equipment rental and subcontractor work shall be itemized and billed at the bidder's actual cost plus ten percent (10%).  A copy of the invoice for the materials must be furnished to the City along with the invoice for the work performed under this contract. Taxes will be reimbursed but will not be subject to the 10% markup.	✓	
43.	If during the term of the contract and extension(s) thereto, regulations are passed which require the contractor to purchase or obtain equipment that is necessary for compliance of those regulations in relation to the trade, the contractor shall obtain the required equipment at no liability to the City.	✓	
44.	All subcontractor work and equipment rental must be pre-approved by the City of Huntsville.	✓	
	<b>R. SUMMARY REPORT</b>		
45.	Using a Job Summary Report contractor must complete matching invoice with break-down of costs to include: hours, total material, date, invoice#, mark-up with sub-total, grand total. A detailed written report must be submitted to the General Services Department outlining work performed at facilities. Attach all copies of tickets/work orders/invoices to the Summary Report.	✓	
	<b>S. INVOICING</b>		
46.	The contractor will invoice the City on a job-by-job/project basis to include a copy of the Summary report. The contractor's invoice shall contain a complete account of all activity for that job/project, cost of parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or nonstock items as specified in the resulting contract. All freight charges must be approved by the City in advance. All items that come from stock must be approved along with the price. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive reports on whatever frequency needed (i.e. daily, weekly or monthly).	✓	
47.	Original invoices shall be submitted at the completion of each job with the following information:  1. Name and address of Contractor 2. Invoice date 3. Invoice # 4. Bid Number 5. Description, quantity, unit of measure, unit price and extended price of services performed for each location. 6. Name, title, phone number and mailing address of person to be notified in event of a defective invoice. 7. A job summary Report with period of performance.	✓	
48.	Invoices must be mailed to the appropriate departments at the following addresses as outlined in Appendix F – Bidder Pricing Form:  <ul style="list-style-type: none"> <li>CITY OF HUNTSVILLE FINANCE DEPARTMENT A/P DIVISION <u>ACCOUNTSPAYABLE@HUNTSVILLEAL.GOV</u> P.O. BOX 308 HUNTSVILLE, AL 35804</li> <li>GENERAL SERVICES DEPARTMENT 615 WASHINGTON STREET HUNTSVILLE, AL 35801</li> </ul>	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	<ul style="list-style-type: none"> <li>W.P.C ADMINISTRATION 1800 VERMONT ROAD SW HUNTSVILLE, AL 35802</li> <li>EARLY WORKS MUSEUM 404 MADISON STREET SE HUNTSVILLE, AL 35801</li> <li>SENIOR CENTER 2200 DRAKE AVENUE HUNTSVILLE, AL 35805</li> <li>HUNTSVILLE MADISON COUNTY LIBRARY P.O. BOX 443 HUNTSVILLE, AL 35804</li> <li>HUNTSVILLE MUSUEUM OF ART 300 CHURCH STREET HUNTSVILLE, AL 35801</li> </ul>	✓	
49.	Invoices should be submitted as soon as possible but no later than 14 calendar days after the work order is closed.	✓	
	<b>T. LABOR CHARGES</b>		
50.	The City does not pay overtime or holiday pay.	✓	
51.	The City of Huntsville will not incur any transportation or travel costs, including trip or fuel charges, under this contract.	✓	
	<b>U. TRAVEL TIME</b>		
52.	No travel time will be permitted. The City of Huntsville will pay only for time spent at the job site.	✓	
	<b>V. HOUR ROUNDING</b>		
53.	For purposes of processing invoices, labor will be rounded up to the next ¼ hour of time spent on the job site.	✓	
	<b>W. EXCESS PROJECT AMOUNT</b>		
54.	When practical, a Purchase Order will be issued to Contractor based upon an estimate before any work is performed. The estimate must itemize anticipated hours. It is required the contractor must obtain approval from the requesting department prior to beginning work. Any project which is estimated to exceed \$100,000.00 in cost will be subject to a separate competitive bid. No project shall be split in order to avoid this limitation.	✓	
	<b>X. FAILURE FORM</b>		
55.	Contractor's failure to perform will be documented. The document is called a "Vendor Complaint Form". The Contractor will receive a copy of the "Vendor Complaint Report" and given an opportunity to respond. A copy of the report will be sent to Procurement Services for their files.	✓	
56.	In the event of failures, Procurement Services will make a determination to terminate the award by providing a ten (10) day letter of cancellation notification	✓	
	<b>Y. OWNER'S RIGHT TO AWARD MULTIPLE CONTRACTS</b>		
57.	The City of Huntsville reserves the right to award contracts to multiple bidders/contractors to ensure that the needs of the City are being achieved.	✓	
	<b>Z. TERMINATION FOR DEFAULT</b>		
58.	The Contractor's right to perform this contract may be terminated by the City of Huntsville in the event services are not performed, as required, in the contract. In the event services are not performed, as required in the contract, the City may have the service performed	✓	

Line Ref #	SPECIFIC FUNCTIONAL REQUIREMENTS	VENDOR COMPLIANCE	
		YES	NO
	by others and the Contractor shall be liable for all costs to the City in excess of the contract price for the remaining portion of any incomplete job.	✓	
	<b>AA. TERMINATION FOR CAUSE OR CONVENIENCE</b>		
59.	If the City of Huntsville elects to terminate this contract, written notice will be given at least thirty (30) days in advance of the effective date. The Contractor will be paid for all labor and material provided as of the termination date. No consideration will be given for anticipated loss of revenue on the canceled portion of the contract.	✓	
60.	The chosen bidder shall be required to give the City of Huntsville 60 days' notice before cancellation of the contract, should the bidder wish to end service before the contract expires.	✓	
	<b>BB. 24 HOUR CONTACT</b>		
61.	Provide 3 contact names listing each 24-hour phone numbers.		
62.	Contact #1: <del>Jason Puckett</del> Owner Name: Jason Puckett Phone Number(s): 256 303 2886		
63.	Contact #2: Manager Name: Clark Steelman Phone Number(s): 256 374 6677		
64.	Contact #3: VP Name: Melane Puckett Phone Number(s): 256 476 2629		
	<b>CC. REFERENCES</b>		
65.	Bidder must provide three (3) references from similar repair/maintenance contracts in which your company has held within the past two (2) years.		
66.	Company Name: City of Huntsville Contact Name: Willie Lynch Address: 305 Fountain Cir Huntsville AL Phone Number: 256 924 1166 E-mail Address:	✓	
67.	Company Name: Morgan County Commission Contact Name: Tess Green Address: Phone Number: 256 351 4735 E-mail Address: Tgreen@morgancounty-al.gov	✓	
68.	Company Name: Community Fellowship Church Contact Name: Jay Schug Address: 7905 Logan Dr Huntsville AL Phone Number: 256 881 2344 E-mail Address: info@communityfellowshipbc.org	✓	



## APPENDIX F BIDDER PRICING FORM

The City reserves the right to make an award in whole or part to one or more Bidders whenever deemed necessary and in the best interest of the City. All minimum quantities provided are considered to be estimates only.

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

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

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

We acknowledge receipt of the following addenda: Issue

Description	Approx. Sq. Ft	Estimated Quantity	Hourly Rate	Subtotal
<b>PRICING A</b>				
<b>Technician</b>		<b>4 HR</b>	65.00	260.00
<b>PRICING B</b>			<b>Monthly Treatment Cost</b>	
<u>These locations must be billed to:</u> City of Huntsville General Services 615 Washington Street Huntsville, AL 35801				
<b><u>Administration Building (001)</u></b> <b>305 Fountain Circle</b>	<b>169,781</b>	<b>Monthly</b>	\$ 155	\$ 155.00
<b>Public Works Operations Admin (008)</b> <b>4209 East Schrimsher</b> <b>Snow Building (412)</b> <b>Open Shed (445)</b> <b>Equipment Storage (448)</b> <b>Mechanic Shop (461)</b>	<b>34,950</b>	<b>Monthly</b>	\$ 30	\$ 30
<b><u>Maple Hill</u></b> <b>203 Maple Hill Drive</b> <b>Cemetery Main Office (015)</b> <b>Maintenance Shop (415)</b> <b>Dirt Storage Bldg (443)</b> <b>Equipment Storage</b>		<b>Monthly</b>	\$ 25	\$ 25

<b>Transportation Main Office (016)</b> 500-B Church Street DOT Depot & Transfer Station (704)	<b>Admin Bldg =</b> 10,000	<b>Monthly</b>	\$ 25	\$ 25
<b>General Services - Administration</b> (027) 615 Washington Street	<b>Cemetery Main</b> <b>Office and</b> <b>Maintenance</b> <b>Shop = 8,400</b>	<b>Monthly</b>	\$ 25	\$ 25
<b>Convention Visitor's Bureau (028)</b> 500 Church Street	28,917	<b>Monthly</b>	\$ 20	\$ 20
<b>Traffic Engineering (029)</b> 2100 Clinton Avenue West	2,501	<b>Monthly</b>	\$ 20	\$ 20
<b><u>Lowe Mill Office Complex</u></b> <b>(030)</b> 2411-A North Avenue Parks & Recreation (034) Sports Commission (038)	8,319	<b>Monthly</b>	\$ 25	\$ 25
<b>Leeman Ferry – Landscape Office</b> (036) 3242-A Leeman Ferry Road	24,511	<b>Monthly</b>	\$ 75	\$ 75
<b>Fire Station #1 (101)</b> 2110 Clinton Avenue	20,160	<b>Monthly</b>	\$ 50	\$ 50
<b>Fire Station #2 (102)</b> 2002 Lee High Drive	20,000	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #3 (103)</b> 2309 Jordan Lane	45,411	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #4 (104)</b> 911 Monte Sano Blvd.	2,900	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #5 (105)</b> 2503 University Drive	4,602	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #6 (106)</b> 2810 Drake Avenue	2,800	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #7 (107)</b> 2920 Green Cove Road	3,000	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #8 (108)</b> 4012 North Memorial Parkway	7,626	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #9 (109)</b> 7200 Hickory Hill Lane	7,800	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #10 (110)</b> 5006 Pulaski Pike	5,721	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #11 (111)</b> 530 Martin Road	5,100	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #12 (112)</b> 305 Wynn Drive	4,605	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #14 (114)</b> 817 Mountain Gap Road	5,023	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #15 (115)</b> 4801 Sparkman Drive	6,594	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #16 (116)</b> 150 Jeff Road	4,602	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #17 (117)</b> 295 Old Highway 431	4,750	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #18 (118)</b> 6535 Greenbrier Road	5,150	<b>Monthly</b>	\$ 25	\$ 25
<b>Fire Station #19 (119)</b>	5,400	<b>Monthly</b>	\$ 25	\$ 25

2455 Old Big Cove Road			✓	✓
Fire Station #20 (120) 13175 Burgreen Road	7,603	Monthly	\$ 25	\$ 25
MJPSC (134, 161-164) 815 Wheeler Avenue	5,200	Monthly	\$ 50	\$ 50
Animal Services (135) 4950 Triana Blvd. SW	7,000	Monthly	\$ 45	\$ 45
Health & Wellness Center (136) 2227 Drake Avenue Suite 26 & 27	4,550	Monthly	\$ 20	\$ 20
HPD K-9 Complex (138) 2221 Drake Avenue	17,776	Monthly	\$ 30	\$ 30
Bailey Cove Police Precinct (145) 7900 Bailey Cove Road		Monthly	\$ 25	\$ 25
North Public Safety Complex (150) 4014 North Memorial Parkway	5,603	Monthly	\$ 25	\$ 25
CID at Holmes (Police Complex) (151) 2820 Holmes Avenue	12,250	Monthly	\$ 20	\$ 20
Sanitation (402) 4205 E. Schrimsher	22,000	Monthly	\$ 20	\$ 20
General Services Maintenance Shop (410) 615 Washington Street	312,890	Monthly	\$ 20	\$ 20
North Maintenance – Fleet Building A (420) 2834-A Jordan Lane	5,761	Monthly	\$ 20	\$ 20
Public Works – Building B (421) 2834-B Jordan Lane	27,790	Monthly	\$ 20	\$ 20
Landscape Maintenance Building C (422) 2834-C Jordan Lane		Monthly	\$ 20	\$ 20
Landscape Maintenance Building D (423) 2834-D Jordan Lane	5,350	Monthly	\$ 20	\$ 20
Public Works Building E (424) 2834-E Jordan Lane	2,046	Monthly	\$ 20	\$ 20
Police Supply (425) 704 Fiber Street	1,845	Monthly	\$ 20	\$ 20
HPD ITS (426) 707 Fiber Street	4,950	Monthly	\$ 20	\$ 20
Fleet Services (432) 2739 Johnson Road SW		Monthly	\$ 25	\$ 25
General Services – Janitorial (438) 615 Washington Street		Monthly	\$ 20	\$ 20
General Services – Cleveland Ave Storage (439) 418 Church Street	66,760	Monthly	\$ 20	\$ 20
Landscape Forestry & Horticulture (440) 2405 Ninth Avenue SW		Monthly	\$ 20	\$ 20
Public Works Construction Storage (446) 4240 E. Schrimsher Lane	9,350	Monthly	\$ 20	\$ 20

Leeman Ferry – Fleet (462) 3242-B Leeman Ferry Road	5,000	Monthly	\$ 30	\$ 30
Leeman Ferry – Warehouse C (463) 3242-C Leeman Ferry Road	6,700	Monthly	\$ 30	\$ 30
Leeman Ferry – Warehouse F (466) 3242-F Leeman Ferry Road		Monthly	\$ 30	\$ 30
SOD (473) 2320 First Street	9,660	Monthly	\$ 20	\$ 20
STAC (475) 807 Shoney Drive, Suite B	9,000	Monthly	\$ 20	\$ 20
John Hunt Park – Storage Parks & Rec (482) 2151 Airport Road SW Golf Cart	4,600	Monthly	\$ 30	\$ 30
Raymond Jones Community Center (484) 2020 Steve Hettinger Dr SW	14,000	Monthly	\$ 75	\$ 75
Metro Kiwanis Sportsplex (548) 3590 Patton Road		Monthly	20	20
Kids Space Park (562) 2010 Airport Road	1,775	Monthly	\$ 20	\$ 20
Merrimack Soccer Complex (570) 3501 Triana Blvd	3,211	Monthly	\$ 25	\$ 25
Huntsville Tennis Center (572) 2305 Airport Road		Monthly	\$ 40	\$ 40
Public Safety Training Facility (476) 5365 Triana Blvd	25,760		75	75
Huntsville Aquatic Center (602) 2213 Drake Avenue	5,909	Monthly	\$ 75	\$ 75
Lakewood Center (605) 3601 Kenwood Drive	8,420	Monthly	\$ 25	\$ 25
Dr. Robert Shurney Legacy Center (606) 3011-B Sparkman Drive	88,639	Monthly	\$ 20	\$ 20
Cavalry Hill Annex – GS Maintenance (Theatre & Gym areas only) (607) 2900 Fairbanks Street	14,760	Monthly	\$ 40	\$ 40
Brahan Spring Recreation Center (609) 3770 Ivy Street	6,588	Monthly	\$ 25	\$ 25
Optimist Gym/Buddy Bryant (614) 703 Oakwood Avenue	25,946	Monthly	\$ 20	\$ 20
Jaycee Building (618) – 2180 Jaycee Way	22,448	Monthly	\$ 40	\$ 40
Max Luther Rec. Center (628) 207 Max Luther Drive	4,800	Monthly	\$ 30	\$ 30
Dr. Richard Showers Rec Center (625) 4600 Blue Spring Road	16,685	Monthly	\$ 40	\$ 40
Optimist Park Rec Center (629) 703 Oakwood Avenue	52,620	Monthly	\$ 25	\$ 25

Fernbell Rec Center (630) 107-A Sanders Road	11,200	Monthly	\$ 25	\$ 25
Sandra Moon Complex – GS Maintenance (649, 661 & 662) – Including Gym & Craft Bldg. 7901 Bailey Cove Road	5,708	Monthly	\$ 95	\$ 95
Hays Nature Preserve Interpretive Center (650) 7161 US 431 S Hwy SE	25,630	Monthly	\$ 35	\$ 35
Garage M Ticket Booth – 100 Church Street	80,000	Monthly	\$ 15	\$ 15
Garage B Ticket Booth – 318 Fountain Circle	2,384	Monthly	\$ 15	\$ 15
Garage O Ticket Booth – 116 Clinton Ave	50	Monthly	\$ 15	\$ 15
Community Events Office – 3771 Ivy Ave.	50	Monthly	\$ 15	\$ 15
Humphrey Rogers House – (exterior only) 102 Gates Ave.	50	Monthly	\$ 20	\$ 20
Johnson Legacy Center – 6000 Cecil Fain Dr.	800	Monthly	\$ 45	\$ 45
MJPSC Annex – 820 North Memorial Pkwy.	4816	Monthly	\$ 30	\$ 30
HPD/FBI Firing Range – 325 Wall Triana Hwy.	41944	Monthly	\$ 35	\$ 35
Fire and Rescue Drill Facility (Tunnels) – 1800 Vermont Rd.	2903	Monthly	\$ 20	\$ 20
Mark Russell Gym – 429 Taylor Road	13146	Monthly	\$ 25	\$ 25
Bomb Squad Building – 2739 Johnson Road		Monthly	\$ 20	\$ 20
<u>These locations must be billed to:</u> City of Huntsville WPC P.O. Box 308 Huntsville, AL 35804	26764	Monthly	\$ /	\$ /
Water Pollution Control Admin (807) 1800 Vermont Road – All locations on site, including bays, office, and storage		Monthly	\$ 90	\$ 90
1008 Monte Sano Maintenance Shop				
13331 South Memorial Parkway		Monthly	\$ 20	\$ 20
733 Landess Circle		Monthly	\$ 20	\$ 20
907 Wess Taylor Rd.		Monthly	\$ 20	\$ 20
260 Roundbar Drive		Monthly	\$ 20	\$ 20
<u>These locations must be billed to:</u> Early Works 404 Madison Street Huntsville, AL 35801		Monthly	\$ /	\$ /
Early Works Museum (636) (All Buildings) 404 Madison Street 320 Church Street (6 Buildings)		Monthly	\$ 200	\$ 200

<b>109 Gates Avenue</b>				
<b><u>This location must be billed to:</u></b> Senior Center (619) 2200 Drake Avenue Huntsville, AL 35805		Monthly	80	80
<b><u>These locations must be billed to:</u></b> Huntsville/Madison County Library P.O. Box 443 Huntsville, AL 35804		Monthly	\$ /	\$ /
<b>Huntsville Madison County Public Library (635) 915 Monroe Street</b>		Monthly	\$ 120	\$ 120
<b>HMC Library – Bailey Cove (638) 1409 Weatherly Plaza</b>			35	35
<b>North Huntsville Public Library 3011-C Sparkman Drive (billed separately from Dr. Robert Shurney Legacy Center)</b>		Monthly	\$ 30	\$ 30
<b>HMC Library – Eleanor E. Murphy (641) 7910 Charlotte Drive</b>		Monthly	\$ 80	\$ 80
<b>HMC Library – Oscar Mason (642) 3185 Leeman Ferry Road</b>		Monthly	\$ 45	\$ 45
<b>Cavalry Hills Annex – Library (656) 2800- B&amp;C Poplar Avenue NW</b>		Monthly	\$ 30	\$ 30
<b><u>This location must be billed to:</u></b> Huntsville Museum of Art (626) 300 Church Street Huntsville, AL 35801		Monthly	\$ 200	\$ 200
<b>Outside Rodent Control</b>		Monthly	\$ 0	\$ 0
<b>Initial Charge for Outside Rodent Control including trap</b>		Monthly	\$ 30 each	\$ 30 each box
<b>Monthly Outside Rodent Control including trap</b>				
<b>Initial Charge for Brown Recluse and Black Widow Treatment (\$/Sq.Ft)</b>		Monthly	\$ .50	\$ .50
<b>TOTAL</b>		Monthly	\$ 3550.00	\$ 3550.00
		1000	\$	\$
				\$ 3550.00

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.

Steven Jason Puckett

Printed legal name of Bidder



Signature

Steven Jason Puckett President

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

7/16/24

Date

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

## 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): Defense Pest Solutions
- City of Huntsville current taxpayer identification number (if available): 127193  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>81 3985389 Alabama</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: [Signature] Title (if applicable): President  
Type or legibly write name: Jason Puckett Date: 7/16/24





# Alabama Secretary of State



Defense Pest Solutions, LLC	
Entity ID Number	000-373-178
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Morgan County
Formation Date	09/28/2016
Registered Agent Name	PUCKETT, STEVEN J
Registered Office Street Address	1629 4TH AVE SE DECATUR, AL 35601
Registered Office Mailing Address	1629 4TH AVE SE DECATUR, AL 35601
Nature of Business	
Annual Reports	
Report Year	<a href="#">2018</a> <a href="#">2019</a> <a href="#">2020</a> <a href="#">2021</a> <a href="#">2022</a> <a href="#">2023</a>
Transactions	
Transaction Date	10/04/2016
Miscellaneous Filing Entry	New Entity Effective 09-28-2016 10:36
Scanned Documents	
Document Date / Type / Pages	<a href="#">10/04/2016 Certificate of Formation</a> <a href="#">5 pgs.</a>

[Browse Results](#)

[New Search](#)

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

**1. BIDDER INFORMATION**

Business Organization

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

Defense Pest Solutions

Doing-Business-As Name of Proposer:

Defense Pest Solutions

Principal Office Address:

2704 Hwy 31 South  
Decatur AL 35603

Telephone Number:

256 642 2733

Fax Number:

NA

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

Corporation X

Partnership       

Individual       

Joint Venture       

Other (describe):       

Corporation Statement

If a corporation, answer the following:

Date of incorporation:

10/2016

Location of incorporation:

Alabama

The corporation is held:

Publicly        Privately ✓

Names and titles of corporate officers:

Melanie Puckett - Vice President

Cathy Sperr - Member

Trevor Sperr - Member

Jason Puckett - President

Partnership Statement

If a partnership, answer the following:

Date of organization: NA  
Location of organization: NA  
The partnership is: General ☐ Limited ☐

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: NA  
Location of organization: NA  
JV Agreement recorded? Yes ☐ No ☐

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

NA  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

## **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  
Jason Puckett  
\_\_\_\_\_  
Print or Type Name of Proposer  
7/16/24  
\_\_\_\_\_  
Date

Defense Pest Solutions  
\_\_\_\_\_  
Legal Name of Firm  
2704 Hwy 31 S  
\_\_\_\_\_  
Mailing Address  
Decatur AL 35603  
\_\_\_\_\_  
City State Zip Code  
256 642 2733  
\_\_\_\_\_  
Phone Fax  
Jason@defensepestsolutions.com  
\_\_\_\_\_  
Email Address  
www.defensepestsolutions.com  
\_\_\_\_\_  
Website Address



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Client Company ID Number: 2491651

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS), the Defense Pest Solutions (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent 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 E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: <https://E-Verify.uscis.gov/emp/>. You may access E-Verify directly free of charge via the E-Verify browser.

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**

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.



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2. The Employer agrees to display the following notices supplied by DHS (through the Web Services E-Verify Employer Agent) 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

3. 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.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. 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.

6. 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.

7. 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



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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.

8. 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.

9. 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.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) 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.

11. 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.

12. 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





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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).

13. 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).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) 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 Personal Identification Numbers 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.

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

16. The Employer acknowledges that the information it receives from SSA through its Web Services





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E-Verify Employer Agent 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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 THE WEB SERVICES E-VERIFY EMPLOYER AGENT**

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.



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In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.
5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
  - a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.
  - b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.
7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E-Verify as required by the E-Verify rules and regulations as modified from time to time.
9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.
12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify



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rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

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

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests



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information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

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

## C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance





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with all E-Verify policies and procedures.

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 reverify 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.
  - 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



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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 information reflected in the Form I-9 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.

#### **D. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) 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 the E-Verify Employer Agent) 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).



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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 E-Verify Employer Agent.
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 E-Verify Employer Agent.

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

## **E. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the E-Verify Employer Agent 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 E-Verify Employer Agents 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 E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) 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 E-Verify Employer Agent'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 (through the E-Verify Employer Agent), 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.



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8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

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





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## **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.



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## **ARTICLE IV SERVICE PROVISIONS**

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

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent 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 SYSTEM SECURITY AND MAINTENANCE**

### **A. DEVELOPMENT REQUIREMENTS**

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

- a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.
- b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).
- d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.



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6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.
7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.
8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.
9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

## **B. INFORMATION SECURITY REQUIREMENTS**

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;
2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;
3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;
4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;
5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;



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6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;
7. Implement procedures for detecting, reporting, and responding to security incidents;
8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;
9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].
10. DHS reserves the right to restrict Web Services calls from certain IP addresses.
11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.
12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

### **C. DATA PROTECTION AND PRIVACY REQUIREMENTS**

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.
2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.
3. Any data transmission requiring encryption shall comply with the following standards:
  - Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
  - NSA Type 2 or Type 1 encryption.
4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.
5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.





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6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

#### **D. COMMUNICATIONS**

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.
2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.
3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.
4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.
5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.
6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

#### **E. SOFTWARE DEVELOPER RESTRICTIONS**

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.
2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.



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3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.
4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

## **F. PENALTIES**

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.
2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

## **ARTICLE VI 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 Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent'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 Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party 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.



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3. A Web Services E-Verify Employer Agent for 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 Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

## **ARTICLE VII 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 Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent 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 Web Services E-Verify Employer Agent or 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 Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent 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, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, 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.



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G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. **Defense Pest Solutions** (Employer) hereby designates and appoint **Tracker Corp** (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.  
If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

<b>Employer</b>	
Defense Pest Solutions	
Name (Please Type or Print) Steven Puckett	Title
Signature Electronically Signed	Date 07-24-2024
<b>E-Verify Employer Agent</b>	
Tracker Corp	
Name (Please Type or Print) Whitney LaFosse	Title
Signature Electronically Signed	Date 07-24-2024
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07-24-2024



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	Defense Pest Solutions
Company Facility Address	2704 Hwy 31 South Decatur, AL 35603
Company Alternate Address	
County or Parish	MORGAN
Employer Identification Number	813985389
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



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

AL

1



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

Name	Steven Puckett
Phone Number	2563032886
Fax	
Email	jason@defensepestsolutions.com



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