



Huntsville, Alabama

308 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 1/26/2023

File ID: TMP-2479

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.

Does this item need to be published? No

If yes, please list preferred date(s) of publication: _____

Finance Information:

Account Number: See additional comments below.

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

Total Cost: \$ Various based on Contract pricing structures.

Special Circumstances:

Grant Funded: \$ N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

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

Additional Comments:

Standard of periodic bid utilizes by various departments.

Update of Bids:

Allied Photocopy, Inc. - Printing/Mailers (Animal Services)

Thrive Outdoor, Inc. - Weed Eating Services (Cemetery)

RESOLUTION NO. 23 - _____

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 being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE AND:

<u>VENDOR</u>	<u>COMMODITY/SERVICE</u>	<u>AGREEMENT</u>
Allied Photocopy, Inc.	Printing/Mailers	One Year W/Extensions
Thrive Outdoor, Inc.	Weed Eating Services	One Year W/Extensions

ADOPTED this the 26th day of January, 2023.

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

APPROVED this the 26th day of January, 2023.

Mayor of the City of Huntsville, Alabama



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Erin Motes DATE: 01/12/2023
FROM: Stefany McBride DEPT: Animal Services
BID #: 25-2023-50 COMMODITY/SERVICE: Printing/Mailers

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Allied Photocopy, Inc.

RECOMMENDATION: Due to only bidder, recommend the bid to be awarded to Allied Photocopy, Inc.

DESCRIPTION	PRICE	UOM	COMMENT
Pet License Renewal Notices, #9 Return Envelope, and #10 Mailing Envelope	.55	Each	Each Packet

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-50-00000-515340-0000000
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.

Karen Hill Sheppard, Digitally signed by Karen
DVM Hill Sheppard, DVM

01/12/2023

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2023.01.13 07:32:54 -06'00'

1/13/2023

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



HUNTSVILLE

Tommy Battle

Mayor

City of Huntsville, Alabama

Finance Department

Procurement Services Division

Invitation For Bids Animal License Renewal Notices

Invitation for Bid #:	25-2023-50
Issue Date:	December 14, 2022
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:	December 29, 2022 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	January 5, 2022 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Post-Closing Bidder Presentation/Demonstration Date:	NA
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 427-5056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Renewal Notice Form/Outgoing Envelope.pdf
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Animal License Renewal Notices 2023

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.

	Specifications	Vendor Compliance	
		YES	NO
	A. General		
1.	Each packet will consist of the following: <ul style="list-style-type: none"> • Pet License Renewal Notice Form • #10 Window Envelope • #9 Business Return Envelope without window 	✓	
2.	The pet License Renewal Notice forms are press printed in Black, #20 white laser paper containing a full horizontal perforation at 3 2/3" from the top of the page.	✓	
3.	The #10 window envelope will be printed face only with the appropriate return address in black ink on white #24 wove paper and will contain a window position to accommodate the outgoing address shown on the Animal License Renewal Notice form.	✓	
4.	The #9 business return envelope will be printed face only with the appropriate return mail information in black ink on white #24 wove paper.	✓	
5.	Each month the City of Huntsville ITS department will forward a file of Animal License Renewals to be processed that period. The successful bidder will take this file and format all data to print on the current Pet License Renewal Notice forms. Addresses will be augmented to conform with Postal Service requirements to include any pre-sorting and bar coding, that may be required.	✓	
6.	The successful bidder will coordinate testing with the City of Huntsville Animal Services department to ensure accuracy prior to the mailing.	✓	
7.	The Pet License Renewal Notice forms and the #9 business return envelope will be collated and inserted into the #10 outgoing window envelope, properly sorted, bundled and delivered to the Post Office for mailing.	✓	
8.	The postage will be paid directly to the Postmaster by the successful contractor. The contractor must then Invoice the City for reimbursement of the postage and provide a copy of the receipt. No postage payment will be paid upfront by the City of Huntsville.	✓	
9.	The cost of postage must not be included in your bid price.	✓	
10.	The City of Huntsville estimates a volume of approximately 2,000 – 6,000 packets each month.	✓	
11.	The mailing of the packets should go out the first of every month.	✓	
12.	The renewals need to be combined into one mailing, if they are due in the same month. But, if one owner has multiple pets and the pet's licenses are due in different months, then the successful bidder will need to generate separate billings.	✓	
13.	The Animal Service logo will be provided to the successful bidder	✓	
14.	The successful bidder must have a business located in the city of Huntsville or immediate surrounding area, for the duration of this contract.	✓	
15.	Assure that renewals are inserted into the return envelopes to guarantee entire name and address can be read clearly by Post Office.	✓	

APPENDIX F BIDDER PRICING FORM

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

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

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

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

We acknowledge receipt of the following addenda: Animal License Renewal Notice, #9 Return envelope
#10 Mailing envelope

TOTAL PRICE EACH PACKET \$ 0.55 **(Do not include the cost of postage)**

(Each packet includes the Pet's License Renewal Notice Form, #10 Window Envelope and #9 Business Return Envelope without Window)

This Price Bid Form is hereby submitted by the undersigned:

Allied Digital Printing

Printed legal name of Bidder

Wayne Dillard
Signature

Wayne Dillard - Director of Business Development

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

12/15/2022

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): Allied Photocopy, Inc. dba Allied Digital Printing
- City of Huntsville current taxpayer identification number (if available): #30 License #343461
(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	
<input type="checkbox"/> General Partnership	
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Wayne Dillard Title (if applicable): Director of Business Development
 Type or legibly write name: Wayne Dillard Date: 12/15/2022



Alabama Secretary of State



Allied Photocopy, Incorporated	
Entity ID Number	000 - 049 - 747
Entity Type	Domestic Corporation
Principal Address	HUNTSVILLE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Madison County
Formation Date	01/25/1978
Registered Agent Name	BURRUSS, JAMES VICTOR
Registered Office Street Address	1821 UNIVERSITY DRIVE NW HUNTSVILLE, AL 35801
Registered Office Mailing Address	1821 UNIVERSITY DRIVE NW HUNTSVILLE, AL 35801
Nature of Business	PRINTERS AND LITHOGRAPHERS, ETC.
Capital Authorized	\$1,000
Capital Paid In	\$1,000
Incorporators	
Incorporator Name	BURRUSS, JAMES B
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	BURRUSS, PAT A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KING, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1987 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	

Allied Photocopy, Incorporated	
Transaction Date Registered Agent Changed From	03/26/1993 * Added
Transaction Date Miscellaneous Filing Entry	12/21/1999 AMENDMENT FILED
Transaction Date Agent Mailing Address Changed From	05/15/2019 * Added
Transaction Date Registered Agent Changed From	05/15/2019 BURRUSS, JAMES B 1821 UNIVERSITY DRIVE NW HUNTSVILLE, AL 35801
Scanned Documents	
Document Date / Type / Pages	03/26/1993 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/21/1999 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	05/15/2019 Registered Agent Change 2 pgs.

[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):

ALLIED PHOTOCOPY, INC.

Doing-Business-As Name of Proposer:

ALLIED DIGITAL PRINTING

Principal Office Address:

1821 UNIVERSITY DRIVE

HUNTSVILLE, AL. 35801

Telephone Number: 256-539-2973 EXT 271

Fax Number: 256-763-7485

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: JANUARY, 1970

Location of incorporation: HUNTSVILLE, ALABAMA

The corporation is held: Publicly Privately

Names and titles of corporate officers:

JAMES VICTOR BURRUSS, OWNER

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee Yes ____ No X
If "Yes," Department _____

Member of Household City Employee Yes ____ No X
If "Yes," Name (s) _____

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

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

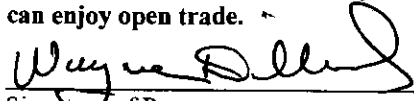
4. ACKNOWLEDGEMENTS

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

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

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

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


Signature of Proposer

Wayne Dillard
Print or Type Name of Proposer

12/15/2022
Date

ALLIED PHOTOCOPY, INC.
Legal Name of Firm

P.O. BOX 71
Mailing Address

HUNTSVILLE, AL. 35804
City State Zip Code

256-428-2271 256-763-7485
Phone Fax

wayne@alliedprintinghsv.com
Email Address

www.alliedprintinghsv.com
Website Address



Company ID Number: 486773

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

Employer Allied Photocopy, Inc.	
Wayne Dillard	
Name (Please Type or Print)	Title
Electronically Signed	01/10/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	01/10/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Allied Photocopy, Inc.
Company Facility Address:	1821 University Drive
	Huntsville, AL 35801
Company Alternate Address:	1821 University Drive
	Huntsville, AL 35801
County or Parish:	MADISON
Employer Identification Number:	630742557



Company ID Number: 486773

North American Industry Classification Systems Code:	561
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ALABAMA 1 site(s)	

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

Name:	Wayne Dillard		
Telephone Number:	(256) 428 - 2271	Fax Number:	(256) 428 - 2271
E-mail Address:	wayne@alliedphotocopy.com		



HUNTSVILLE

Finance Department
Procurement Services Division

CONTRACT/BID AWARD RECOMMENDATION FORM

TO: Procurement Services DATE: 01/11/2023
FROM: Tara Sloan DEPT: Cemetery
BID #: 24-2023-51 COMMODITY/SERVICE: Weed Eating Services

AGREEMENT BETWEEN CITY OF HUNTSVILLE AND Thrive Outdoor, Inc.

RECOMMENDATION: The Cemetery Department recommends that Weed Eating Services be awarded to Thrive Outdoor, Inc. as they were the only responsive bidder.

DESCRIPTION	PRICE	UOM	COMMENT
Maple Hill Cemetery	\$23,240	per month	

INITIAL PURCHASE: As Needed
FUNDING SOURCE: 1000-51-00000-515370-0000000
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.

Tara Sloan Digitally signed by Tara Sloan
Date: 2023.01.11 15:00:22 -06'00'

01/11/2023

Department Head

Date

Tamara M. Yancy Digitally signed by Tamara M.
Yancy
Date: 2023.01.13 07:31:20 -06'00'

1/13/2023

Procurement Manager

Date

Email completed form to Procurement@huntsvilleal.gov



A handwritten signature in black ink, appearing to be "TB", located to the right of the Huntsville logo.

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

Invitation For Bids
Cemetery Weed Eating Services

Invitation for Bid #:	24-2023-51
Issue Date:	December 14, 2022
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:	January 3, 2023 @ 2:00 PM All questions must be submitted in writing to erin.motes@huntsvilleal.gov
IFB Closing Date:	January 10, 2023 @ 2:00:00 PM
Post-Closing Bidder Teleconference Date:	N/A
Procurement Services Contact:	Erin Motes erin.motes@huntsvilleal.gov (256) 4275056 (256) 427-5059 fax
City Internet Site:	https://www.bidnetdirect.com/alabama/cityofhuntsville
IFB E-Documents:	Map of Maple Hill Cemetery Maple Hill Inc. Layout
Bid Copies to be Submitted	1 Original, 1 Copy
City File Reference:	Cemetery Weed Eating Services 2023

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 #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
I. MINIMUM SERVICE REQUIREMENTS			
1	The Bidder must provide to the City a written schedule of weekly maintenance. If the Contractor sees a need to make changes to this schedule, 48 hours' notice shall be given to the City Representative.	LB	
2	Work performed by Contractors under this IFB may require transporting grounds care equipment from property to property, using truck and trailer haulers. Under no circumstances will Contractors be allowed to park transport equipment on turf areas or mulched bed areas while servicing City properties.	LB	
3	Contractors will park at meters, or in parking lots/parking areas in designated parking spaces, on the day of their maintenance. The City will not require companies that are under contract with the City for Cemetery Weed Eating Services to feed parking meters while servicing the City properties.	LB	
4	Cut lines will include the inner and outer perimeter of Maple Hill Cemetery all the way to the street, to include curbing and gutters in the street itself when necessary. It is the responsibility of the Bidder to visit the properties themselves and not rely solely on the City's maps.	LB	
5	Pricing will be based on four weed eating maintenance cycles per month to be completed in seven consecutive days or five business days. See attached map of cemetery locations.	LB	
6	The Bidder's price is fixed and not determined by acreage but rather by lump sum.	LB	
7	All work and services shall be performed by the Contractor or its employees.	LB	
A. WEED EATING/EDGING			
8	Weed eat areas around all monuments/markers in a radius of approximately 15 inches, leaving approximately 2 inches in height of turf in all 9 City cemeteries.	LB	
9	Weed eat around and underneath all benches leaving approximately 2 inches of turf in height.	LB	
10	Weed eat inside coping and fencing leaving approximately 2 inches of turf in height.	LB	
11	Weed eat the inside and outside perimeter of Maple Hill Cemetery leaving approximately 2 inches of turf in height.	LB	
12	Weed eat other areas on cemetery grounds as needed that cannot be accessed by mower leaving approximately 2 inches of turf in height.	LB	
13	Weed eat along walkways and curbing leaving approximately 2 inches of turf in height.	LB	
14	Blow weed clippings out of the roadways after each visit. Clippings must not be thrown into mulched areas.	LB	
15	All grass shall be removed by mechanical means from curbs and gutters in the perimeter surrounding all nine City cemeteries.	LB	
16	Stick edger's are to be used for curb and sidewalk edging only. Curb dressers are not acceptable.	LB	
17	Edging should be approximately ¼ inch from sidewalks and curbs.	LB	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
	B. BLOWING		
18	Grass clippings or debris caused by weed eating or edging shall be immediately removed from adjacent walks, curbs, beds, and roadway areas on the same day as turf is trimmed or edged.	LB	
19	Grass clippings or debris shall be removed in such a way as to not cause drift into roadways, adjacent properties or storm drains.	LB	
20	All monuments/markers in the following Lots of Maple Hill Cemetery, formerly known as Maple Hill, Inc., shall be blown off after every weed eating and edging cycle: Lot 301C; Lot 302C; Lot 303C; Lot 304C; Lot 381; Lot 382; Lot 383; Lot 384; Lot 385; Lot 386; Lot 387; Lot 388; Lot 544; Lot 545; Lot 546; Lot 547; Lot 548C; Lot 549B. Please see the attached map titled Maple Hill Inc. Layout for specific locations.	LB	
	E. DAMAGE TO PROPERTY		
21	Monuments, markers, coping, fencing, or other property damaged by the Contractor shall be replaced or repaired at the Contractor's expense.	LB	
22	Flowers, bushes, or other plantings damaged by the Contractor shall be replaced at the Contractor's expense.	LB	
23	The City Representative must be notified upon damage and intent to repair.	LB	
24	The City Representative must approve and authorize all replacements and repair methods to any markers, monuments, memorials, fencing, coping or other property damaged within Maple Hill Cemetery or City property.	LB	
25	It is the Contractors responsibility to avoid all flagged and/or restricted areas.	LB	
	F. ADDITIONAL PROPERTY		
26	The City reserves the right to negotiate the maintenance of additional property during the term of the contract. We will ask the current city lawn care contractors to give us a written quote within 48 hours. Any additions will be approved by change order by the City Administrative staff.	LB	
	G. REDUCING PROPERTY		
27	The Bidder agrees to engage in good faith renegotiation of quoted fees where a substantive change in an awarded property package alters the amount of work required to maintain a satisfactory level of service.	LB	
	II. RESPONSIBILITIES OF THE CONTRACTOR		
28	A. The Contractor must maintain a competent and coherent staff. An English-speaking employee or a translator must be on the job site to communicate any contract issues that may arise and must comply with E-Verify (Section 3.0 Bidder Information & Acknowledgements).	LB	
29	B. Contractor must provide modern communication (cell phone and/or pager) numbers to the City Representative.	LB	
30	C. Contractor must provide a working telephone (cell phone and/or pager) number for service area calls.	LB	
31	D. Contractor shall provide the insurance coverage required within this IFB.	LB	
32	E. Contractor must be authorized and properly licensed to do lawn care business in the City, County and State of Alabama and will comply with all pertinent City, State and Federal requirements, codes and regulations related to such, as applicable. Contractor shall provide evidence of such licenses to the City upon request.	LB	
33	F. Contractor must have performed comparable landscaping services for a minimum of three (3) years and attach documentation to this bid.	LB	

Line Ref #	DETAILED REQUIREMENTS	Compliant?	
		Yes	No
34	G. Contractor shall furnish all labor, equipment, tools, transportation, supplies, insurance, licenses, permits and other facilities necessary to properly and legally complete the service functions of the Contract in an orderly and workmanlike manner.	LB	
35	H. Contractor shall supervise and direct the work and their employees to the best of their ability and are solely responsible for all techniques, procedures, coordination of services, and actions by their employees.	LB	
36	I. Contractor's work vehicles must display the company name.	LB	
37	J. Contractor service personnel shall maintain a neat appearance in suitable clothing, with identifying company attire (i.e. T-Shirt).	LB	
38	K. Contractor shall be liable for any and all damage to property of the City or any residents that results from performance of the service functions.	LB	
39	L. Damage by the Contractor and service personnel shall be repaired and restored without cost to the City.	LB	
40	M. Contractors shall comply with State of Alabama Department of Transportation regulations concerning traffic control devices.	LB	
41	N. Contractor shall provide signs, i.e. 'mowers ahead', barricades, and/or flashing lights, as necessary, for the protection of the workers and the safety of the public.	LB	
42	O. The Contractor shall ensure their employees are equipped with adequate personal protective equipment while performing contract services. Such personal protective equipment shall include, but is not limited to: goggles, safety glasses, face shields, gloves, safety vests, etc.	LB	
43	P. Any items of value found by the Contractor must be turned into City personnel.	LB	
44	Q. Bidders must provide a list of all equipment to be used and must include the make, model, serial number and year of each piece of equipment. The City will make arrangements to inspect the equipment. If the Bidder must obtain equipment in order to perform this work, explain what equipment will be purchased and how financing will be obtained.	LB	

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.

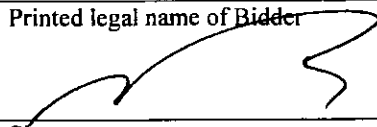
Prices quoted to the City shall remain firm for a minimum of ninety (90) days from the date of opening of the bid, unless so stated differently in the bid. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. The City will be protected against any increase 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: N/A

Cemetery	Pricing
Maple Hill Cemetery	\$23,240.00/month (for 12 months)
Total for Maple Hill Cemetery	\$278,880.00 / year

This Price Bid Form is hereby submitted by the undersigned:

Thrive Outdoor, Inc.
Printed legal name of Bidder

Signature

Lee Buffington CEO
Printed name of individual/corporate officer/general partner/joint venturer AND Title
12/15/2022
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): Thrive Outdoor, Inc.
- City of Huntsville current taxpayer identification number (if available): 63-1189976
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

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

Type of Ownership (check appropriate box)	Entity I. D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: 63-1189976 AL
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

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

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

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

Signature: Lee Buffington Title (if applicable): CEO
Type or legibly write name: Lee Buffington Date: 12/15/2022



Alabama Secretary of State



Thrive Outdoor, Inc.	
Entity ID Number	000 - 192 - 146
Entity Type	Domestic Corporation
Principal Address	2204 AIRPORT ROAD WEST FORT PAYNE, AL 35968
Principal Mailing Address	2204 AIRPORT ROAD WEST FORT PAYNE, AL 35968
Status	Exists
Place of Formation	DeKalb County
Formation Date	12/22/1997
Registered Agent Name	BUFFINGTON, JEROME LEE II
Registered Office Street Address	2204 AIRPORT ROAD, WEST FORT PAYNE, AL 35968
Registered Office Mailing Address	2204 AIRPORT ROAD, WEST FORT PAYNE, AL 35968
Nature of Business	ANY LAWFUL ACTIVITY
Capital Authorized	\$5,000
Capital Paid In	---
Directors	
Director Name	BUFFINGTON, JEROME LEE II
Director Street Address	2204 AIRPORT ROAD WEST FORT PAYNE, AL 35968
Director Mailing Address	2204 AIRPORT ROAD WEST FORT PAYNE, AL 35968
Incorporators	
Incorporator Name	BUFFINGTON, JEROME LEE II
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2017 2018 2019 2020 2021 2022
Transactions	

Thrive Outdoor, Inc.	
Transaction Date Director/Manager/Organizer Activity	03/05/2021 BUFFINGTON, JEROME LEE II
Transaction Date Legal Name Changed From	03/05/2021 Turf Tamer, Inc.
Transaction Date Principal Office Changed From	03/05/2021 FORT PAYNE, AL
Transaction Date Registered Agent Changed From	03/05/2021 BUFFINGTON, JEROME LEE II 2305 TERMINAL DRIVE NW FORT PAYNE, AL 35968
Transaction Date Agent Mailing Address Changed From	03/09/2021 BUFFINGTON, JEROME LEE 2305 TERMINAL DRIVE NW FORT PAYNE, AL 35968
Transaction Date Registered Agent Changed From	03/09/2021 BUFFINGTON, JEROME LEE 2305 TERMINAL DRIVE NW FORT PAYNE, AL 35968
Scanned Documents	
Document Date / Type / Pages	<u>12/22/1997</u> <u>Certificate of Formation</u> <u>3 pgs.</u>
Document Date / Type / Pages	<u>03/05/2021</u> <u>Articles of Amendment</u> <u>3 pgs.</u>
Document Date / Type / Pages	<u>03/09/2021</u> <u>Registered Agent Change</u> <u>2 pgs.</u>

[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):

Thrive Outdoor, inc.

Doing-Business-As Name of Proposer:

Thrive Outdoor, Inc.

Principal Office Address:

2204 Airport Rd

Fort Payne, AL 35968

Telephone Number:

256-736-3362

Fax Number:

256-573-1003

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:

January 1997

Location of incorporation:

Fort Payne, AL

The corporation is held:

Publicly Privately X

Names and titles of corporate officers:

Lee Buffington

CEO

Partnership Statement

If a partnership, answer the following:

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

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

Joint Venture Statement

If a Joint Venture, answer the following:

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

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

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

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

City Employee	Yes _____	No <u>X</u> _____
If "Yes," Department	_____	
Member of Household City Employee	Yes _____	No <u>X</u> _____
If "Yes," Name (s)	_____	
Anyone associated with your company a City Employee	Yes _____	No <u>X</u> _____
If "Yes," Name (s)	_____	

3. CONTRACTOR E-VERIFY – NOTICE

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

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

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

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

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

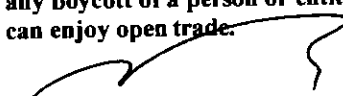
4. ACKNOWLEDGEMENTS

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

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

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

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


Signature of Proposer

Lee Buffington
Print or Type Name of Proposer

12/15/2022
Date

Thrive Outdoor, Inc.
Legal Name of Firm

2204 Airport Rd
Mailing Address

Fort Payne, AL 35968
City State Zip Code

256-736-3362 256-573-1003
Phone Fax

leeb@thriveoutdoorinc.com
Email Address

www.thriveoutdoorinc.com
Website Address



Company ID Number: 537431

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

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and Thrive Outdoor Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

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

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

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

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

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

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

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



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

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

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

C. RESPONSIBILITIES OF SSA

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

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

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

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

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

D. RESPONSIBILITIES OF DHS

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

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

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

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

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

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

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

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

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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

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

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

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

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

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

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

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

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

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

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

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

B. TERMINATION

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

ARTICLE VI PARTIES

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



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

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

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

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



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Approved by:

Employer Thrive Outdoor Inc.	
Name (Please Type or Print) Cynthia S Whitmire	Title
Signature Electronically Signed	Date 04/04/2012
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/04/2012



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Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Thrive Outdoor Inc.
Company Facility Address	2204 Airport Road West Fort Payne, AL 35968
Company Alternate Address	
County or Parish	DE KALB
Employer Identification Number	631189976
North American Industry Classification Systems Code	561
Parent Company	
Number of Employees	20 to 99
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 Cynthia S Whitmire
Phone Number 2568459060102
Fax 2568459075
Email cindvw@turftamerinc.com

Name Crystal W Buffington
Phone Number 2568459060107
Fax 2568459075
Email crystalb@turftamerinc.com

Name J Lee Buffington
Phone Number 2568459060105
Fax 2568459075
Email leeb@turftamerinc.com

Name Cynthia S Whitmire
Phone Number 2568459060102
Fax 2568459075
Email cindvw@turftamerinc.com



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

